

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD
(Special Original Jurisdiction)**

**FRIDAY, THE TENTH DAY OF JULY
TWO THOUSAND AND TWENTY SIX**

PRESENT

THE HONOURABLE SRI JUSTICE PULLA KARTHIK

WRIT PETITION NO: 5250 OF 2026

Between:

1. Muthamma, W/o. Babaiah, aged about 80 years, Occupation. Household, R/o. H.No.23-6-673, Chandulal Bela, Hyderabad.
2. Yashoda, W/o. Rama Swamy, aged about 80 years, Occupation. Household, R/o. H.No.23-6-673, Chandulal Bela, Hyderabad.
3. Yadamma, W/o. Pentaiah, aged about 75 years, Occupation. Household, R/o. H.No.23-6-673, Chandulal Bela, Hyderabad.
4. Narsamma, W/o. Mallesha, aged about 74 years, Occupation. Household, R/o. H.No.23-6-673, Chandulal Bela, Hyderabad.
5. Suguna, W/o. Satyanarayana, aged about 68 years, Occupation. Household, R/o. H.No.23-6-673, Chandulal Bela, Hyderabad.
6. Chandramma, W/o. Babaiah, aged about 85 years, Occupation. Household, R/o. H.No.23-6-673, Chandulal Bela, Hyderabad.
7. P. Kumar, S/o. Babaiah, aged about 70 years, Occupation. Business, R/o. H.No.23-6-673, Chandulal Bela, Hyderabad
8. P. Dasrath, S/o. Babaiah, aged about 68 years, Occupation. Business, R/o. H.No.23-6-673, Chandulal Bela, Hyderabad.
9. P. Ashok Kumar, S/o. Babaiah, aged about 66 years, Occupation. Business, R/o. H.No.23-6-673, Chandulal Bela, Hyderabad.

All the petitioners rep. by their Agreement of Sale (With Possession) - cum - General Power of Attorney Holders,

10. Jaffer Bin Abdullah Balala, S/o. Late Abdullah Bin Ahmed Balala, aged about 53 years, Occupation. Business, R/o. H.No.22-6-270, Koonche Naseem, Machuili Kaman, Hyderabad.
11. B. Venkatesh, S/o. B. Mallesh, aged about 51 years, Occupation. Business, R/o. H.No.10-3-311/3/2, Castle Hills, Road No.2, Beside N.M.D.C., Hyderabad.

Rep. by their Development Agreement - cum - General Power of Attorney Holder, M/s. Drishti Homes, a partnership firm registered with No.1115 of 2023, in the office of the Registrar of Firms, Ranga Reddy having Registered Office at H.No.1-65/Sy.No.17/R4, Survey No.17, Guttala Begumpet, Kavuri Hills, Madhapur, Hyderabad, Telangana - 500 081,

rep. by its Partner, Kolan Anand Reddy, S/o. K. Narsimha Reddy, aged about 55 years, Occupation. Business, R/o. Villa No.38, Prestige Rayalwoods, Kismathpur, Rajendranagar, Ranga Reddy District, Telangana.

...PETITIONERS

AND

1. The Sub Registrar, Champapet, Ranga Reddy District.
2. The District Registrar, Ranga Reddy District at Hyderabad.
3. The State of Telangana, rep. by its Principal Secretary, Revenue - Stamps and Registration Department, Secretariat, Hyderabad.

...RESPONDENTS

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased to issue a Writ of Mandamus or any other appropriate writ declaring that the action of the 1st respondent contained in the endorsement bearing Lr.No.410/Docts/2025, dated 08.12.2025 taking the view that the subject Development Agreement - cum - General Power of Attorney dated 05.12.2025 is to be registered treating it as a sale is arbitrary, illegal and ultra virus the provisions of the Contract Act and the Registration Act and hence the letter dated 08.12.2025 be set aside and direction be issued to the ^{1st} respondent to forthwith register and release the document captioned as Development Agreement - cum - General Power of Attorney dated 05.12.2025 relating to the subject land 2420 sq. yards in Sy.Nos.70 and 85 of Jalpally village, Balapur Mandal, Ranga Reddy District and release the document after due registration.

I.A. NO: 1 OF 2026

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to direct the 1st respondent to entertain, accept and register the document captioned as Development Agreement - cum - General Power of Attorney dated 05.12.2025

executed by the petitioners No.10 and 11 as Agreement of Sale (with possession) - cum - General Power of Attorney holders of the petitioners No.1 to 9 who were originally given the Agreement of sale (with possession) - cum - General Power of Attorney ship vide registered document No.9410 of 2006, dated 28.04.2006 and release the registered Development Agreement - cum - General Power of Attorney document to the petitioners after compliance of the normal requirements under the Stamp Act and the Registration Act, pending disposal of the writ petition.

I.A. NO: 2 OF 2026

Between:

1. The Sub Registrar, Champapet, Ranga Reddy District.
2. The District Registrar, Ranga Reddy District at Hyderabad.
3. The State of Telangana, rep. by its Principal Secretary, Revenue - Stamps and Registration Department, Secretariat, Hyderabad.

...PETITIONERS/RESPONDENTS IN W.P.

AND

1. Muthamma, W/o. Babaiah, aged about 80 years, Occupation. Household, R/o. H.No.23-6-673, Chandulal Bela, Hyderabad.
2. Yashoda, W/o. Rama Swamy, aged about 80 years, Occupation. Household, R/o. H.No.23-6-673, Chandulal Bela, Hyderabad.
3. Yadamma, W/o. Pentaiah, aged about 75 years, Occupation. Household, R/o. H.No.23-6-673, Chandulal Bela, Hyderabad.
4. Narsamma, W/o. Mallesha, aged about 74 years, Occupation. Household, R/o. H.No.23-6-673, Chandulal Bela, Hyderabad.
5. Suguna, W/o. Satyanarayana, aged about 68 years, Occupation. Household, R/o. H.No.23-6-673, Chandulal Bela, Hyderabad.
6. Chandamma, W/o. Babaiah, aged about 85 years, Occupation. Household, R/o. H.No.23-6-673, Chandulal Bela, Hyderabad.
7. P. Kumar, S/o. Babaiah, aged about 70 years, Occupation. Business, R/o. H.No.23-6-673, Chandulal Bela, Hyderabad.
8. P. Dasrath, S/o. Babaiah, aged about 68 years, Occupation. Business, R/o. H.No.23-6-673, Chandulal Bela, Hyderabad.
9. P. Ashok Kumar, S/o. Babaiah, aged about 66 years, Occupation. Business, R/o. H.No.23-6-673, Chandulal Bela, Hyderabad.

All the petitioners rep. by their Agreement of Sale (With Possession) - cum - General Power of Attorney Holders,

10. Jaffer Bin Abdullah Balala, S/o. Late Abdullah Bin Ahmed Balala, aged about 53 years, Occupation. Business, R/o. H.No.22-6-270, Koonche Naseem, Machuili Kaman, Hyderabad.
11. B. Venkatesh, S/o. B. Mallesh, aged about 51 years, Occupation. Business, R/o. H.No.10-3-311/3/2, Castle Hills, Road No.2, Beside N.M.D.C., Hyderabad.

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rep. by its Partner, Kolan Anand Reddy, S/o. K. Narsimha Reddy, aged about 55 years, Occupation. Business, R/o. Villa No.38, Prestige Rayalwoods, Kismathpur, Rajendranagar, Ranga Reddy District, Telangana.

...PETITIONERS/WRIT PETITIONERS

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to vacate the Interim Orders granted on 24-02-2026 passed in I.A. No.1 of 2026 in W.P. No.5250 of 2026, and dismiss Writ Petition as devoid of merits in the interest of justice.

Sr Vedula Venkata Ramana, Senior Counsel rep.

Counsel for the Petitioners: M/S BHARADWAJ ASSOCIATES

Counsel for the Respondents: GP FOR STAMPS AND REGISTRATION

The Court made the following: ORDER

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

THE HON'BLE SRI JUSTICE PULLA KARTHIK

WRIT PETITION No.5250 OF 2026

Dated 10th July, 2026

Between:

Muthamma and others

... Petitioners

AND

The Sub Registrar, Champapet,
Ranga Reddy District and others

... Respondents

ORDER:

This Writ Petition is filed seeking the following relief:

"... declaring that the action of the 1st respondent contained in the endorsement bearing Lr.No.410/Docts/2025, dated 08.12.2025 taking the view that the subject Development Agreement-cum General Power of Attorney dated 05.12.2025 is to be registered treating it as a sale is arbitrary, illegal and ultra virus the provisions of the Contract Act and the Registration Act and hence the letter dated 08.12.2025 be set aside and direction be issued to the 1st respondent to forthwith register and release the document captioned as Development Agreement-cum-General Power of Attorney dated 05.12.2025 relating to the subject land 2420 sq. yards in Sy.Nos.70 and 85 of Jalpally village, Balapur Mandal, Ranga Reddy District and release the document after due registration and grant such relief as it deems fit in the circumstances of the case.

2) The case of the petitioners, in brief, is that the document captioned as 'Development Agreement-cum-General Power of Attorney' dated 05.12.2025 executed by the Agreement of Sale (with possession)-cum-General Power of Attorney Holders of petitioners 1 to 9 herein was presented for registration before respondent No.1 and vide impugned endorsement dated 08.12.2025 respondent No.1 has opined that the subject document i.e. Development Agreement-cum-General Power of Attorney cannot be registered unless the same is treated as a sale by itself as per Section 37 of the Indian Contract Act. Questioning the same, the petitioners are before this Court.

3) Heard Sri Vedula Venkata Ramana, learned senior counsel, representing M/s.Bharadwaj Associates, for the petitioners, and learned Government Pleader for Stamps and Registration appearing for the respondents.

4) Learned senior counsel has submitted that petitioners 10 and 11 are lawful Agreement of Sale (with possession)-cum-General Power of Attorney holders vide registered document No.9410 of 2006 dated 28.04.2006, entered with the owners i.e. petitioners 1 to 9, in respect of large extent of land and under the said document, petitioners 1 to 9 have conferred all the powers to petitioners 10 and 11 even to execute and register sale deeds for and on behalf of petitioners 1 to 9. In exercise of

such power, petitioners 10 and 11 have executed the subject document i.e. Development Agreement-cum-General Power of Attorney dated 05.12.2025 in favour of M/s.Drishi Homes by which the development rights, agreement of sale and the power of attorney are all included. Therefore, the impugned endorsement is neither legally acceptable nor factually correct. When once the owner/principal has parted with all his rights in favor of a General Power of Attorney holder in the document captioned as 'Agreement of Sale (with possession)-cum-General Power of Attorney' with power to sell, there is no requirement of the principal executing another document in exclusion of the appointed General Power of Attorney. Hence, the holders of Agreement of Sale (with possession)-cum-General Power of Attorney document vide document No.9410/2006 dated 28.04.2006 i.e. petitioners 10 and 11 are fully competent to execute the subject document, which is refused for registration on erroneous grounds. Therefore, the action of respondent No.1 in not registering the Development Agreement-cum-General Power of Attorney is not sustainable under the law and the Sub-Registrar has no authority of law to go into the merits of the document and the only requirement of law is to accept the document and register unless the property, which is the subject matter of the document, is in the prohibited list maintained under Section 22A of the Registration Act, 1908. Since there is no such reason in the impugned endorsement, the same is wholly illegal,

arbitrary and ultra vires of the provisions of the Registration Act, 1908 and therefore the learned senior counsel prays this Court to allow the writ petition by setting aside the impugned endorsement. Reliance has been placed on **Chief Revenue Controlling Officer cum Inspector General of Registration v. P. Babu¹**.

5) Per contra, the learned Government Pleader has submitted that the petitioners have presented a document captioned as 'Development Agreement-cum-General Power of Attorney' dated 05.12.2025 in respect of the subject property i.e. 2420 Sq. Yards in survey Nos.70 and 85 situated at Jalpally Village, Balapur Mandal, Ranga Reddy District. On examination of the contents of the principal/link document i.e. Agreement of Sale-cum-General Power of Attorney, it was noticed that there is no mention of further delegation of powers of the Principals to the Attorneys as required under Section 37 of the Indian Contract Act, 1872. Further, as per the recitals of the subject document, the share of the owner is 10% and share of the developer is 90% (i.e. the owner has transferred 90% to the developer). In other words, towards an extent of 2420 Sq. Yards, the acceptance of 242 Sq. Yards developed land and Rs.20 lakhs towards goodwill by the owner is nothing but

Civil Appeal

consideration for transfer of 90% share to the developer. Learned Government Pleader has contended that as per Section 54 of the Transfer of Property Act, 1882, the Agreement of Sale-cum-General Power of Attorney does not create any right over the property. In the case of tangible immovable property of a value less than one hundred rupees, such transfer may be made either by a registered instrument or by delivery of the property. Delivery of tangible immovable property takes place when the seller places the buyer, or such person as he directs, in possession of the property. Further, a registered agreement of sale-cum-GPA is an enforceable contract for specific performance and it does not by itself transfer ownership/title of immovable property and a contract for sale of immovable property is a contract that a sale of such property shall take place on terms settled between the parties and the same itself does not create any interest or charge on such property. Therefore, respondent No.1 has classified the subject document as a sale and chargeable under Article 47-A of Schedule I-A of the Indian Stamp Act, 1899, and the impugned endorsement of respondent No.1 dated 08.02.2025 is issued within the purview of the provisions of the Indian Stamp Act, 1899, and Registration Act, 1908. Learned

Government Pleader has further contended that the Agreement of Sale-cum-General Power of Attorney relied upon by the petitioners relates to a total extent of 3,19,077 square yards of land. As per the prevailing government guidelines the total market value of the said property comes to about Rs.2,23,35,39,000/- (i.e. @ Rs.7,000/- per square yard). If the said property is to be transferred through a regular sale deed, the applicable stamp duty at 7.6% would amount to Rs.16,97,48,964/- under the provisions of the Indian Stamp Act, 1899. However, the petitioners' predecessor's document namely the Agreement of Sale-cum-General Power of Attorney was registered by paying only a fixed stamp duty of Rs.50,000/-. In such circumstances, permitting the petitioners to directly register the Development Agreement-cum-General Power of Attorney based on the said ACPA, without first executing and registering a proper Sale Deed would effectively enable the parties to circumvent payment of stamp duty legally payable on conveyance, thereby resulting in substantial leakage of legitimate revenue to the State exchequer running into several crores of rupees. Therefore, the action of respondent No.1 in insisting upon proper classification of the document and payment

of appropriate stamp duty is strictly in accordance with law. Hence, the learned Government Pleader prayed this Court to vacate the interim order passed by this Court on 22.04.2026 and dismiss the Writ Petition. Reliance has been placed on (1) **Arjun Sitaram Nitinwar v. Rama Sakharam Parad²** and (2) **M.S. Ananthamurthy v. J. Manjula ETC³**.

6) This Court has taken note of the submissions made by respective counsel and perused the record.

7) On a perusal of the record, it is found that the Agreement of Sale-cum-GPA dated 28.04.2006 was executed by petitioners 1 to 9 in favour of petitioners 10 and 11, relevant portion of the said GPA dated 28.04.2006 reads as under:

"15. **THAT** the Vendors/Executants hereby appoint, nominate and constitute the Vendees herein i.e., 1. **Mr. Jaffer Bin Abdullah Balala** son of Late Mr. Abdullah Bin Ahmed Balala, aged about 34 years, Occupation: Business, Resident of House No.22-6-270, Knonche Naseem, Machli Kaman, Hyderabad, A.P., 2. **Mr. B. Venkatesh** son of Mr. B. Mallesh, aged about 32 years, Occupation: Business, Resident of House No.10-3-311/3/2, Castle Hills, Road No.2, Beside N.M.D.C., Hyderabad, A.P., as their true and lawful General Power of Attorney to do the following acts, deeds and things in the name

² 2014 (2) Mh.L.J

³ (2025) 10 SCC 596

and on behalf of the Vendors/Executants, in respect of abovesaid scheduled property sold to the Vendees.

- a) **TO** sell, lease, mortgage the said Schedule Property and for such purpose to executed any deed or deeds including Sale Deed etc., to present the same for registration in the concerned Registration Offices and to deliver the possession of the said schedule property to the prospective purchaser on behalf of the Vendors/Executants herein.
- b) **TO** enter in to any Agreement and to make any application, plans, declarations, petitions, and to develop, sale and enter in to development Agreement in which ever manner he wants, and to represent the Vendors/Executants in all the State. and Central Government Offices, M.C.H., in respect of the said Schedule Property.
- c) **THAT** the said Vendees/Attornies are authorised to appoint any Advocate/s and if necessary to file any petitions, affidavits revisions, etc., in a Court of law if necessary for carrying out the purpose of appointment hereby made.
- d) **TO** commence carry on or defend all actions and other proceedings concerning to the said scheduled property and top settle compromise or to submit to arbitrations suits relating to the above purpose.
- e) **TO** appear and act before all authorities including Government Offices, Revenue Offices, Courts, etc., and to sign, verify and file complaints, representations etc. and appoint any third person as substitute/agent in the name and on behalf of the Vendors/Executants in respect of the said schedule property and all other petitions before any tribunal court and to present and execute all papers and documents before any authority at all times in respect of the said property.

f) **AND** Generally the Vendees/Attornies are authorized to do all the acts, deeds and things in respect of the schedule property which are not specifically mentioned in the Deed and which are necessary to be done or cause to be done, in the name of Vendors/Executants and on his behalf. And the Vendors/Executants hereby agreed to ratify and confirm the same, and it shall be deemed and treated as if done by the Vendors/Executants personally."

8) From the above, this Court nowhere finds recitals of further delegation of powers of the principals (petitioners 1 to 9) to the Attorneys (petitioners 10 and 11) as required under Section 37 of the Indian Contract Act, 1872, which provision of law reads as under:

"An agent entrusted with specific duties cannot travel those duties to another without explicit authorizations."

9) Further, as per the subject document i.e. Development Agreement-cum-General Power of Attorney, dated 05.12.2025, the share of the owner is 10% and the share of the developer is 90%, which the owner has entrusted. In other words, out of an extent of 2420 Sq. Yards, the owner has accepted 242 Sq. Yards developed land and Rs.20,00,000/- cash towards good will and the same amounts to transfer of 90% share in the land to the developer. As such, the Agreement of Sale-cum-General Power of Attorney vide

document No.9410/2006 dated 28.04.2006 does not create any rights over the property as the said agreement dated 28.04.2006 does not meet the requirement of Section 54 of the Transfer of Property Act, 1882, to transfer the 90% share to the developer.

10) For better appreciation of the matter, Section 54 of the Transfer of Property Act, 1882, which defines sale, is extracted hereunder:

“Sale” is a transfer of ownership in exchange for a price paid or promised or part-paid and part-promised.”

11) This Court deems it relevant to refer that the Hon'ble Supreme Court in ***M.S. Ananthamurthy (referred supra)*** has held as under:

47. It is a settled law that a transfer of immovable property by way of sale can only be by a deed of conveyance. An agreement to sell is not a conveyance. It is not a document of title or a deed of transfer of property and does not confer ownership right or title. In *Suraj Lamp [Suraj Lamp & Industries (P) Ltd. (2) v. State of Haryana*, (2012) 1 SCC 656 : (2012) 1 SCC (Civ) 351 : (2012) 340 ITR 1 : (2012) 169 Comp Cas 133] this Court had reiterated that an agreement to sell does not meet the requirements of Sections 54 and 55 of the TPA to effectuate a “transfer”.

48. From the independent reading of the PoA and the agreement to sell, the submissions of the appellants fail on two grounds, first, the PoA is general in nature and does not secure agent's right in the subject matter of the agency, and secondly, an agreement to sell simpliciter does not confer ownership in the immovable property so as to transfer a better title to anyone else.

(iii) Combined reading of the general power of attorney and the agreement to sell

49. The issue at hand may also be looked at from another angle. The appellants have submitted that since the GPA and the agreement to sell were executed by the same person in favour of the same beneficiary, it ought to have been read together.

56. The practice of transferring an immovable property vide a GPA and agreement to sell has been discouraged by the following observations of this Court in *Suraj Lamp [Suraj Lamp & Industries (P) Ltd. (2) v. State of Haryana, (2012) 1 SCC 656 : (2012) 1 SCC (Civ) 351 : (2012) 340 ITR 1 : (2012) 169 Comp Cas 133]*. The relevant observations are reproduced hereinbelow: (SCC p. 667, para 24)

"24. We therefore reiterate that immovable property can be legally and lawfully transferred/conveyed only by a registered deed of conveyance. Transactions of the nature of "GPA sales" or "SA/GPA/will transfers" do not convey title and do not amount to transfer, nor can they be recognised or valid mode of transfer of immovable property. The courts will not treat such transactions as completed or concluded transfers or as conveyances as they neither convey title nor create any interest in an immovable property. They cannot be recognised as deeds of title, except to the limited extent of Section 53-A of the TP Act. Such transactions cannot be relied upon or made the basis for mutations in municipal or revenue records. What is stated above will apply not only to deeds of conveyance in regard to freehold property but also to transfer of leasehold property. A lease can be validly transferred only under a registered assignment of lease. It is time that an end is put to the pernicious practice of SA/GPA/will transactions known as GPA sales."

(emphasis supplied)

12) For the reasons stated in the preceding paragraphs and in the light of the above legal position, this Court does not see any merit in the writ petition and the same is liable to be dismissed.

13) Accordingly, the Writ Petition is dismissed.

Miscellaneous petitions pending, if any, in this writ petition shall stand closed. No costs.

SD/- A.H.S. GOWRI SHANKAR
ASSISTANT REGISTRAR

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SECTION OFFICER

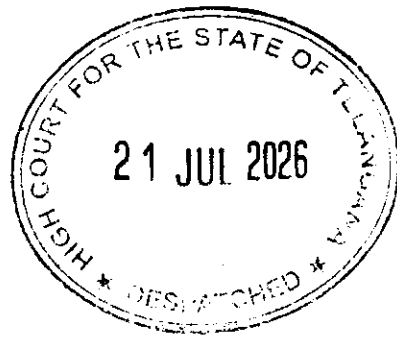
To,

1. One CC to M/S Bharadwaj Associates, Advocate [OPUC]
2. Two CCs to GP for Stamps And Registration, High Court for the State of Telangana, at Hyderabad [OUT]
3. Two CD Copies

TJ *Ag*
GJP

HIGH COURT

DATED: 10/07/2026



ORDER

WP.No.5250 of 2026

**DISMISSING THE WRIT PETITION
WITHOUT COSTS**

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