



IN THE HIGH COURT OF ORISSA AT CUTTACK

CRLMP No.814 of 2026

M/S. Ashirvad Pipes Pvt. Ltd., **Petitioner**
Bengaluru

Mr. M. K. Mishra, Sr. Advocate
Assisted by Mr. A. Dash and
Mr. J.P. Patri, Advocates

-Versus-

State of Odisha & others **Opposite Parties**
Mr. M.K. Mohanty, ASC

CORAM:

MR. JUSTICE R.K. PATTANAİK

ORDER

27.07.2026

Order No.

03.

1. Heard Mr. Mishra, learned Senior Advocate appearing for the petitioner and Mr. Mohanty, learned ASC for the State.
2. No notices are issued to the private opposite parties, as the matter is disposed of at the stage of admission.
3. Instant CRLMP is filed by the petitioner challenging the impugned letter dated 18th April, 2026 as at Annexure-4 issued in connection with Tangi P.S. Case No.269 dated 9th December, 2024 calling upon them to cancel the registered lease deed dated 17th August, 2022 as without jurisdiction and authority and violative of Articles 14 and 300-A of the Constitution of India with such other consequential orders on the grounds stated.
4. In compliance of the order dated 20th July, 2026, learned counsel for the petitioner produced the copies of the



plaint in C.S. (1) No.348 of 2025; I.A. No.01 of 2025 filed therein and the order in the I.A. dated 5th April, 2025 along with a memo for its perusal.

5. Mr. Mishra, learned Senior Advocate appearing for the petitioner would submit that the suit in C.S. (1) No.348 of 2025 is pending before the court of learned Civil Judge, (Senior Division) 1st Court, Cuttack and therein, in I.A. No.01 of 2025 by order dated 5th April, 2025, the parties have been directed to maintain status quo in respect of the schedule properties. It is submitted that the said order has not been varied or set aside and still in force. The submission is that opposite party No.3 has issued the impugned letter i.e. Annexure-4 directing the petitioner to cancel the lease deed dated 17th August, 2022. Mr. Mishra, learned Senior Advocate submits that opposite party No.3 has no authority to issue any such direction to the petitioner furthermore, when the dispute is pending before a Civil Court. It is submitted that the lease has been executed in favour of the petitioner by the power of attorney holder, namely, opposite party Nos.4 & 5 on their behalf as well as opposite party Nos. 6 and 7, who have approached the Civil Court challenging the same alleging it to be managed by fraud.

6. Recorded the submission of Mr. Mohanty, learned ASC for the State and reply to contentions of the other side.

7. On perusal of a copy of the plaint in C.S. (1) No.348 of 2025 submitted today, it is made to reveal that opposite party



Nos.6 and 7 have instituted the suit, wherein, the petitioner is arrayed as defendant No.3 and therein, a decree has been sought for in respect of Schedule-B land as the joint family property of the parties and also to declare the registered power of attorney dated 12th August, 2022 executed by opposite party Nos.4 and 5 as illegal, forged, fabricated, null and void and not binding on them. As earlier stated in the suit in I.A. No. 01 of 2025, an ex parte order of status quo has been directed in respect of the schedule properties pending appearance of the other side. In view of the above and when the suit is instituted by opposite party Nos.4 and 5 and therein, the petitioner is one of the defendants and a declaration challenging the legality of the power of attorney executed by opposite party Nos.4 and 5 on their behalf is under consideration alleging the same to have been executed by fraudulent means, this Court is of the view that opposite party No.3 could not have any such authority to issue a letter as per Annexure-4 seeking cancellation of such lease deed executed in favour of the petitioner, more so when, the parties to the suit have been directed to maintain status quo over the properties involved. Such is also the view of the Court for the reason that it is beyond the jurisdiction of opposite party No.3 to issue any such direction demanding cancellation of lease deed purportedly executed by opposite party Nos.4 and 5 in favour of the petitioner, especially when, a decision by the Civil Court in the suit thereon is still to arrive and furthermore when, the interim order dated 5th April, 2024 in I.A. No.01 of



2025 is still in continuation. In view of the discussions hereinabove, this Court is of the conclusion that it is beyond the powers of opposite party No.3 to direct any such cancellation of the deed and hence, the impugned decision by a letter as per Annexure-4 is liable to be interfered with and set at naught.

8. Accordingly, it is ordered.

9. In the result, the CRLMP stands allowed. As a necessary corollary, the impugned letter dated 18th April, 2026 as at Annexure-4 of opposite party No.3 is hereby set aside.

10. Issue urgent copy of this order as per rules.

11. A free copy of the order be handed over to Mr. Mohanty, learned ASC for the State for its intimation to opposite party No.2.

(R.K. Pattanaik)
Judge

Balaram