

उद्देश्य से संख्या	आदेशों/पदाधिकारी/कार्रवाई	आदेशों की संख्या के साथ
1	2	3

IN THE COURT OF THE DEPUTY COMMISSIONER, RANCHI

Fraudulent Registration Case No.-18/2017-18

12.03.2021

Smt. ManjuLali De, Wife of Late Gautam De,
 R/o De Lodge, Lalpur Road, Ranchi _____ Applicant

-Versus-

1- Narendra Butala Son of Mani LalButala;
 R/o 503, VallabhSadan, Peace Road, Police Station Lalpur, District
 - Ranchi
 2- LalDharamrajNathShahdeo S/o Late Lal R.N. Shahdeo, R/o Itki
 Road, P.O. Lalgutwa, P.S. Nagri, District Ranchi
 _____ Opp. Party

ORDER

The instant proceeding U/s 82 and 83 of the Registration Act has been initiated upon the recommendation made by the District Sub-Registrar, Ranchi vide Letter No.-43 dated 06-01.2018, wherein and whereunder the learned District Sub-Registrar, Ranchi upon the application filed by the applicant namely ManjuLali De has recommended for annulment of following sale deeds claiming the same to have been fraudulently executed in favour of Sri LalDharamrajNathShahdeo through an alleged Power of Attorney Holder, i.e., the opposite party namely, Narendra Butala on behalf of the sellers namely, Amal Chandra De and Gautam De :-

1. Sale Deed no. 7373, entered in Book No. 1, Volume No. 417, from page no. 343 to 386 dated 30.12.2014 with respect of Shop No.-213 measuring an area of 792 Sq.Ft. in multistoried building namely Mail Decore standing over MS Plot No.-1427 and 1429, Holding No.-35 (old) 1164, 1165, 1165A, 1165B, 1165C, 1165C-2, 1166 & 1167 in

/s/

- Ward No.-VII (Old) 19 (new) of Ranchi Municipal Corporation situated at Village & P.S. - Lalpur, Thana No.-198, District Ranchi;
2. Sale Deed no. 7374, entered in Book No. 1, Volume No. 417, from page no. 387 to 432 dated 30.12.2014; with respect of Shop No.-212 measuring an area of 885 Sq.Ft. in multistoried building namely Mail Decore standing over MS Plot No.-1427 and 1429, Holding No.-35 (old) 1164, 1165, 1165A, 1165B, 1165C, 1165C-2, 1166 & 1167 in Ward No.-VII (Old) 19 (new) of Ranchi Municipal Corporation situated at Village & P.S. - Lalpur, Thana No.-198, District Ranchi.
 3. Sale Deed no. 7375, entered in Book No. 1, Volume No. 417, from page no. 433 to 476 dated 30.12.2014; with respect of Shop No.-608 measuring an area of 878 Sq.Ft. in multistoried building namely Mail Decore standing over MS Plot No.-1427 and 1429, Holding No.-35 (old) 1164, 1165, 1165A, 1165B, 1165C, 1165C-2, 1166 & 1167 in Ward No.-VII (Old) 19 (new) of Ranchi Municipal Corporation situated at Village & P.S. - Lalpur, Thana No.-198, District Ranchi
 4. Sale Deed no. 7376, entered in Book No. 1, Volume No. 417, from page no. 477 to 522 dated 30.12.2014; with respect of Shop No.-609 measuring an area of 1448 Sq.Ft. in multistoried building namely Mail Decore standing over MS Plot No.-1427 and 1429, Holding No.-35 (old) 1164, 1165, 1165A, 1165B, 1165C, 1165C-2, 1166 & 1167 in Ward No.-VII (Old) 19 (new) of Ranchi Municipal Corporation situated at Village & P.S. - Lalpur, Thana No.-198, District Ranchi
 5. Sale Deed no. 7377 entered in Book No. 1, Volume No. 417, from page no. 523 to 570 dated 30.12.2014; with respect of Shop No.-610 measuring an area of 1083 Sq.Ft.

9

10 178	आदेश और पदाधिकारी का हस्ताक्षर	आदेश पर की गई कार्य के बारे में टिप्पणी के साथ
	2	3

3

in multistoried building namely Mail Decore standing over MS Plot No.-1427 and 1429, Holding No.-35 (old) 1164, 1165, 1165A, 1165B, 1165C, 1165C-2, 1166 & 1167 in Ward No.-VII Old) 19 (new) of Ranchi Municipal Corporation situated at Village & P.S. - Lalpur, Thana No.-198, District Ranchi

As per the report submitted by the District Sub-Registrar, Ranchi vide Letter No. 43 dated 06.01.2018 that, the landowner Amal Chandra De and Gautam De had constituted and nominated the Opp. Party Narendra Butala as their constituted attorney vide Power of Attorney Deed No. 520/IV-10 dated 11.12.2007. After execution of the aforementioned power of attorney the aforesaid Gautam De died on 29.12.2011, while the said Amal Chandra De died on 13.01.2012. After the death of the Principals namely Amal Chandra De and Gautam De, the power of attorney becomes invalid, but the Opp. Party no.-1 Narendra Butala illegally and fraudulently executed the aforementioned deeds of sale in favour of Opp. Party No.-2 LalDharamrajNathShahdeo on 30.12.2014 i.e. after the death of the Principal Amal Chandra de and Gautam De.

As per the learned Advocate appearing on behalf of the applicant:-

On 30-03-2006, a Development Agreement was entered and executed in between the ancestors of the applicant, namely Amal Chandra De and Gautam De with M/S Park Sarvamangala Projects Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 67/B, Netaji Subhas Road, Kolkata - 700 001, having its administrative office at New Narendra Kutir, Circular Road, Police Station-Lalpur, District - Ranchi, represented through its Director, Narendra Butala, the Opp. Party No.-1. Under the said

↓

Development Agreement, it was agreed that the opposite party no.-1 will develop the land of the above named ancestors of the applicant by raising multi - storied commercial complex. In the said multistoried building half the share upon the same would be allocated as Owners' Allocation and another half as Developer's Allocation.

On 31-03-2006 itself, two un-registered Power of Attorneys were executed by the above named Owners namely Amal Chandra De and Gautam De. Subsequently, on 03-05-2006 another Power of Attorney was executed by the aforesaid Owners, which was registered on 04-05-2006. As per the the Power of Attorney, the opposite party Narendra Butala was empowered to get execution and registration of Sale Deeds only in respect of Developer's allocation. Subsequently, another registered Power of Attorney was executed on 11-12-2007 by only Gautam De, one of the co-owners of the land, whereby and whereunder Narendra Butala was empowered to sell flats / shops / showrooms or saleable space. The clause 11 of the said Power of Attorney dated 11-12-2007 would suggest that the subsequent Power of Attorney was executed in super cession of earlier Power of Attorney dated 03.05.2006. On 29.12.02011 aforesaid Gautam De died and on 13-01-2012 Amal Chandra De also died. After death of aforesaid Owners, the opposite party vide letters dated 05-03-2012 and 29-06-2013 asked for Death Certificates of Amal Chandra De and Gautam De, also requested for execution of fresh Power of Attorney in his favour. In spite of having notice and knowledge of death of Amal Chandra De and Gautam De, the opposite party Narendra Butala, on the basis of aforesaid Power of Attorney dated 04.05.2006 malafidely executed the

1

130
12/07

आदेशप्रोपदाधिकारीकाहस्ताक्षर

आदेशपर जो नोटिस
के बारेमें दिखाना
के लिये

2

5

aforementioned deeds of sale by arraying Amal Chandra De and Gautam De as sellers therein.

The aforesaid Power of Attorney executed by Amal Chandra De and Gautam De, registered on 04-05-2006 ceased to be valid on their death as well as by execution of subsequent Power of attorney dated 11.12.2007, but the Opp. Party No.-1 after suppressing the aforesaid fact fraudulently executed the aforementioned Sale Deeds on 30.12.2014 in favour of the Opp. Party namely Sri LalCharamrajNathShahdeo.

As per Section 201 of the Indian Contract Act, 1872 an agency is terminated when either the principal or agent die. Thus, on the day of execution of Sale Deeds on 30.12.2014, since the aforesaid sellers/principals were not alive, the power of attorney executed by them was not legally enforceable

On the other hand, according to the Learned Advocate appearing on behalf of the Opp. Party:-

The applicant has preferred the instant case on the ground that a Development Agreement dated 30.03.2006 has been entered in between Amal Chandra De, Goutam De with Park Sarvamangla Project Pvt. Ltd. development and construction over land admeasuring 52 Kathas. It has further been mentioned that Registered Power of Attorney has been granted by Goutam De (Husband of the petitioner) and Amal Chandra De- (father-in-law of the petitioner) dated 04.05.2006 in favour of Narendra Butala in relation to execution of deed in all aspect for the share of Narendra Butala. It has further been mentioned that Goutam De had died on 29.12.2011 and Amal Chandra

Page No.
Date

आदिवासी समाज कल्याण संस्था

आदिवासी समाज कल्याण संस्था
के कार्यालय
के पास

1

2

3

Died on 13.01.2012 and thereafter the Opposite Party has not returned the original Power of Attorney and had executed Sale Deed and for which a Criminal case being Lalpur P.S. Case No. 384 dated 30.11.2017 has been registered.

Admittedly a Development Agreement was executed 30.03.2006. As per the agreement, the Opposite Party was allocated 50% of the total space. In terms of the Agreement the Developer has to Butala pay Rs. 5.00 Lakhs as non-refundable premium and thereafter has to pay Rs. 0.95 Crores as interest free Security Deposit for handing over and executing Registered Power of Attorney which was to be refunded within four months from the date of handing over of possession to landlord. The Developer had to further pay Rs. 1.92 Crores upon sanction of the Plan Map and taking over of possession and had to also pay 0.5 Lakhs per month as interest free Security Deposit for a period 26 months. Admittedly as per the petitioner also as duly mentioned in the Objection to the Show Cause filed by the petitioner at Paragraph-8 and 9, she has admitted of receipt of Rs. 2,95,00,455/- as refundable Security and Rs. 5.00 Lakhs as non-refundable amount. An unregistered but Notorized Power of Attorney was given by Sri Anand Chandra De and Gautam De and a registered Power of Attorney, the holder was given on 03.05.2006 to Narendra Butala. As per Registered Power of Attorney, the Opp. Party was entitled to present the Sale Deed in his share and execute the same to the purchasers. Another Power of Attorney was executed on 11.12.2007 by the said Gautam De in relation to selling of units to the purchasers. The Power of Attorney was given for successful implementation of Development Agreement



and was in supersession of earlier Power of Attorney dated 03.05.2006, which meant that Registered Power of Attorney was given over the Share of the landlord also. A Supplementary Development Agreement was entered into Amal Chandra De and Goutam De with the Developer which was primarily in relation to extension of time. Admittedly the amount of Rs. 3.00 Crore which had been paid in pursuance to the Agreement has not been refunded back to the Opposite Parties and the Power of Attorney in the present case had been irrevocable. The other landlords have also signed a Development Agreement dated 26.07.2014 and have given Power of Attorney in favour of the Opposite Party and they have no grievance. On the basis of the Registered Power of Attorney, sale deeds have been executed and third party rights have been created.

Under section 1A of the Power of Attorney Act, 1882, "a power of attorney includes any instrument empowering a specified person to act for and in the name of the person executing the same. The relationship between Principal and Agent is governed by Section 201 and 202 of the Contract Act. As per Section 201 of the Contract Act, an agency is terminated by the principal revoking his authority, or by the agent renouncing the business of the agency or by the business of the agency being completed; or by either the principal or agent dying or becoming of unsound mind; or by the principal being adjudicated an insolvent under the provisions of any Act for the time being in force for the relief of insolvent debtors. As per Section 202 of the Contract Act, where the agent has himself an interest in the property which form the subject-matter the agency, the agency cannot, in the

absence of an express contract, be terminated to the prejudice of such interest. In terms of the Contract, where an Agreement is entered into on a sufficient consideration and whereby an authority is given for the purpose of securing some benefits such an authority is irrevocable until and unless it is mentioned to be revocable. Herein also, the Power of Attorney has been given for a valuable consideration and expressed to be irrevocable and hence, no fraud has been committed by the opposite party.

The instant petition filed under the provisions of Registration Act for fraudulent registration is not maintainable as there has been no fraud or impersonation by the Opposite Party and admittedly the petitioner is in receipt of Rs. 3.00 Crore, a valuable consideration and hence, the nature of Power of Attorney is irrevocable and accordingly, the sale deeds excludes on the basis of same does not require any interference.

Heard both the parties. On perusal of materials available on record, I find that, the applicant has claimed that, as per Section 201 of the Indian Contract Act, 1872 an agency is terminated when either the principal or agent die, while as per the opp. Party as per Section 202 of the Contract Act, where the agent has himself an interest in the property which form the subject-matter the agency, the agency cannot, in the absence of an express contract, be terminated to the prejudice of such interest. In terms of the Contract, where an Agreement is entered into on a sufficient consideration and whereby an authority is given for the purpose of securing some benefits such an authority is irrevocable until and unless it is mentioned to be revocable. Herein also, the Power of Attorney has been given for a valuable consideration and expressed to be irrevocable.

[Handwritten signature]

क्र. 10 12/11	अधिसूचनाओं के अन्तर्गत का हस्ताक्षर	अधिसूचना की म. सं. के जारी दिनांक के मा. सं.
	2	

It is settled law that the validity and genuineness of the power of attorney can be decided by a competent court of law. In a proceeding U/s 82 and 83 of the Registration Act the inter-se dispute cannot be adjudicated on the basis of rival claim of both the parties

For the reasons aforementioned, the instant proceeding is not maintainable U/s 82 and 83 of the Registration Act. Hence the same is hereby dropped. Aggrieved party may agitate the case & seek relief from appropriate court.

Communicate the order to the District Sub-Registrar, Ranchi for information and necessary action.

[Signature]

Deputy Commissioner
Ranchi

Dictated and Corrected by

[Signature]

Deputy Commissioner
Ranchi

Memo no 660 (ii) dated 18-3-021
 copy forwarded to D.S.B Ranchi
 for information and necessary
 action

[Signature] by collector gic
 163-21 Legal Section
 Ranchi.

[Signature]