

V. RAVIKUMAR

versus

S. KUMAR

2025 Supreme Court

**Provisions Involved-:
Order 7 Rule 11 CPC,
General Power of Attorney**

The plaintiff filed a suit to get declaration that the sale deeds entered into and executed by the defendant no 1 on the strength of the general power of attorney (GPA) are null and void. Plaintiff also sought injunction to restrain the defendant permanently from interfering with the peaceful possession and enjoyment of the suit properties.

The GPA was executed in the year 2004 and the sale deed under challenge were executed in the year 2004 and 2009.

Plaintiff filed the aforesaid suit on 20.09.2018 alleging that on 21.09.2015 he came to know about the sale deeds and as such on 22.09.2015 he revoked the said GPA.

The defendant filed an application under O7 r11 CPC seeking rejection of plaint on the ground that the same is barred by the law of limitation as the plaintiff actually came to know about the factum of the transactions under challenge on 10.01.2015 and hence the suit being filed on 20.09.2018 is barred by the law of limitation as was filed after 3 years from the date of knowledge.

In appeal the High Court reversed the finding of the subordinate court, holding that the limitation has to be construed from the date of cancellation of the GPA and not the knowledge.

Aggrieved by the said order of the High Court the defendant moved to the Supreme Court.

The court held in para 8, “As is clear from the records, the respondent-plaintiff does not at all dispute the execution of the general power of attorney, which was also executed as far back as in the year 2004. There were conveyances made by the power holder clearly on the strength of the power conferred on him. The attempt of the plaintiff is to unsettle settled matters especially on the plea that the power of attorney granted in the year 2004 was cancelled in the year 2015. We are clear in our minds that the cancellation does not affect the prior conveyances made which are clearly

on the strength of the power conferred on the appellant. There is no contention raised as to the power of attorney having not conferred the power to enter into conveyances or that such power of attorney was executed by reason of a fraud or coercion employed on the executant. The power holder having exercised the authority conferred; to convey the properties in the name of the purchasers, the cancellation of the power of attorney will have no effect on the conveyances carried out under the valid power conferred. Nor would it confer the person who executed the power of attorney any cause of action, by virtue of a cancellation of the power conferred by a subsequent document, to challenge the valid exercise of the power when it existed.”

“We do not place any reliance on the knowledge attributed to the plaintiff as on 10.01.2015 by the Trial Court in its order; which is argued by the respondent to be without any basis. The power of attorney has been executed in 2004 and the conveyances having been made in the years between 2004-09, there cannot be any cause of action ferreted out on the basis of the cancellation of the power of attorney, after more than 11 years. We set aside the impugned order of the High Court and affirm the rejection of the plaint as ordered by the Trial Court.”