



NON-REPORTABLE

**IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION**

CIVIL APPEAL NO. _____ OF 2025

(@SPECIAL LEAVE PETITION (CIVIL) NO. 9472 OF 2023)

V. RAVIKUMAR

...Appellant

-Versus-

S. KUMAR

...Respondent

O R D E R

Leave granted.

2. The rejection of a plaint on the ground of limitation was reversed by the High Court. The defendant in the suit is the appellant herein who assails the decision of the learned Single Judge reckoning limitation from the cancellation of a power of attorney; which power of attorney itself was

executed long back, pursuant to which sale deeds were also executed.

3. The suit was instituted by the plaintiff for declaration and injunction; declaration, that the various sale deeds entered into and executed on the strength of the power of attorney are null and void and injunction, to restrain the defendant permanently from interfering with the peaceful possession and enjoyment of the suit properties. The first defendant, the power holder filed an application under Order VII Rule 11 read with Sections 10, 11 and 150 of the C.P.C. (Civil Procedure Code) clearly alleging that the suit was barred by limitation. The Trial Court mindful of the caution in considering an application under Order VII Rule 11, that normally such an application would not require an elaborate examination of the

documents produced; which has to be done at the time of trial, all the same found that the clear facts coming out even from the averments would indicate that the suit is barred by limitation.

4. The general power of attorney executed by the plaintiff in the name of the first respondent was dated 15.10.2004 and the sale deeds sought to be declared null and void are of the years 2004-06 and 2009. The plaintiff's contention itself was that he was made aware of the sale deeds only on 21.09.2015; within three years of which the suit was filed on 20.09.2018. The Trial Court found that attached to the general power of attorney; filed as the 26th document, along with the plaint, was a patta obtained on 10.01.2015 which clearly indicated conveyance to the various defendants and hence as on 10.01.2015 itself, the plaintiff was in

the know of the transactions made on the strength of the power of attorney. It was found that the suit was clearly barred by limitation, even from the date of knowledge and the plaint was rejected.

5. In appeal, the High Court found that the power of attorney stood cancelled only on 22.09.2015 and the limitation has to commence from the date of such cancellation. The High Court directed the suit to be restored to the files of the Trial Court for proceeding on merits in accordance with law.

6. Learned Counsel, Ms. Haripriya Padmanabhan, appearing for the appellant herein contended that limitation cannot commence from the date of cancellation of the power of attorney. Admittedly there was a power of attorney executed

on the strength of which the appellant had effected conveyances which cannot be unsettled after more than a decade.

7. Learned Senior Counsel appearing for the respondent-plaintiff would on the other hand submit that the transactions were collusive, insofar as the power holder had transferred the properties to his own wife and having got back the conveyance in his name, clearly a fraud was played on the plaintiff and the judgment of the High Court has to be upheld.

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.

9. We are definitely of the opinion that the High Court had erroneously treated the cancellation as the point of commencement of limitation. 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.

10. The appeal stands allowed.

11. Pending application(s), if any, shall stand disposed of.

....., J.
[SUDHANSU DHULIA]

....., J.
[K. VINOD CHANDRAN]

NEW DELHI;
MARCH 03, 2025.