

S.A.Nos.238 & 239 of 2023

WEB COPY IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on	23.09.2025
Pronounced on	28.11.2025

CORAM

THE HONOURABLE MRS.JUSTICE K.GOVINDARAJAN THILAKAVADI

S.A.Nos.238 and 239 of 2023 and

C.M.P. No.6790 of 2023

1. Gopamma

2. Muniamma

...Appellants in both the appeals

Vs.

Murugesan

....Respondent in S.A. No.238 of 2023

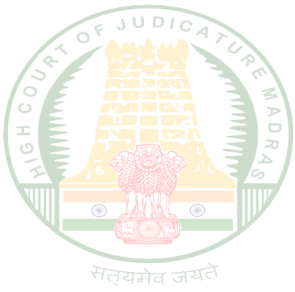
Chinnappa

.....Respondent in S.A. No.239 of 2023

Prayer in S.A. No.238 of 2023 : Second Appeal filed under Section 100 CPC, 1908 against the judgment and decree dated 23.11.2022 passed in A.S. No.7 of 2022, on the file of the Subordinate Court, Denkanikottai, confirming the Judgment and decree dated 20.12.2021 passed in O.S.No.65 of 2010, on the file of the Additional District Munsif Court, Denkanikottai.

Prayer in S.A. No.239 of 2023 : Second Appeal filed under Section 100 CPC, 1908 against the judgment and decree dated 23.11.2022 passed in A.S. No.6 of 2022, on the file of the Subordinate Court, Denkanikottai, confirming the Judgment and decree dated 20.12.2021 passed in

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WEB COPY O.S.No.172 of 2008, on the file of the Additional District Munsif Court,
Denkanikottai.

Appearance in both the appeals

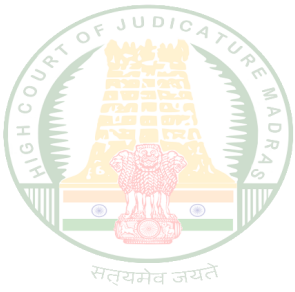
For Appellants : Mr. D. Murthy

For Respondent : Mr.C. Sai Krishna

COMMON JUDGMENT

The Second Appeal in S.A.238/2023 is preferred against the judgment and decree passed in A.S. No.7/2022 on the file of Sub Court, Denkanikottai, confirming the judgment and decree passed in O.S. No.65/2010 on the file of Additional District Munsif Court, Denkanikottai.

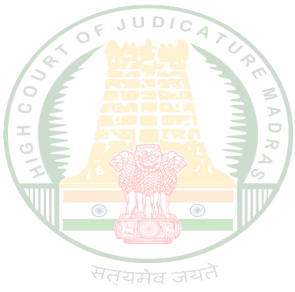
2. The Second Appeal in S.A. 239/2023 is preferred against the judgment and decree passed in A.S. No.6/2022 on the file of Sub Court, Denkanikottai, confirming the judgment and decree passed in O.S. No.172/2008 on the file of Additional District Munsif Court, Denkanikottai.



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WEB COPY 3. The unsuccessful plaintiffs in the above suits have preferred the present Second Appeal.

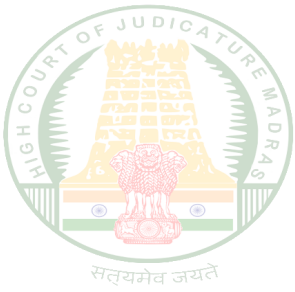
4. The suit in O.S. No.65/2010 is filed for the relief of declaration of title and for permanent injunction. The contention of the plaintiffs in the above suit is that, the plaintiffs 1 and 2 are sisters and the 3rd plaintiff is the mother of the plaintiffs 1 and 2 and that the suit property is the self acquired property of the father of the plaintiffs 1 and 2 namely Sembugan, who purchased the same by virtue of a sale deed dated 17.05.1952. The revenue records stands in the name of Sembugan. On 28.04.2005, the father Sembugan along with the plaintiffs 1 and 2 executed a deed of General Power of Attorney in favour of one Chinnappa for an extent of 6.24 acres comprised in New Sub division No.171/2, which is the suit property. On 08.01.2007, the said Sembugan died leaving behind the plaintiffs as his legal heirs and the General Power of Attorney became infructuous. On 21.01.2008, the plaintiffs 1 and 2 cancelled the power deed through a registered cancellation deed dated 21.01.2008. Thereafter, the plaintiffs are cultivating the suit land. While



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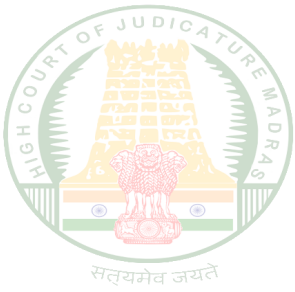
WEB COPY so, in the first week of March 2010, the defendant claimed that he is authorised by Chinnappa to occupy the suit land. Hence, the plaintiffs issued a legal notice on 14.03.2010 to the defendant. In spite of notice, the defendant acted against the interest of the plaintiff and on 04.04.2010, he came to the suit land proclaiming that he got a sale deed from Chinnappa Hence, the suit.

5. The claim of the plaintiffs is resisted by the defendant stating that the suit property is the self acquired property of the deceased Sembagan @ Sombaiah, who executed a registered Power Deed on 28.04.2005 along with his daughters in favour of one Chinnappa and delivered possession of the suit property to him. The said Chinnappa had purchased the suit property from the deceased Sembagan @ Sombaiah at the rate of Rs.30,000/- per acre and in all paid a sum of Rs.2,40,000/- to the deceased Sembagan @ Sombaiah as sale consideration. Hence, the General Power of Attorney executed by the deceased Sembagan and the plaintiffs 1 and 2 is coupled with interest and therefore, the power deed executed by them is irrevocable. In pursuant to the power deed,



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possession was handed over to Chinnappa and the same is also admitted by the plaintiffs in O.S. No.172/2008. Thereafter, the said Chinnappa executed a registered sale agreement on 01.02.2008 in favour of one Nanjappa for a sale consideration for Rs.2,80,000/- and received a sum of Rs.1,50,000/- as advance and agreed to execute a sale deed within a period of 3 years from the date of sale agreement after receiving the balance sale consideration. At the time of the said sale agreement, Sembukan @ Sombaiah was alive. While so, the said Nanjappa is a necessary party to the suit and therefore, the suit is liable to be dismissed for non joinder of necessary party. It is further submitted that the said power agent Chinnappa along with Nanjappa jointly executed a sale deed on 17.03.2008 in favour of the defendant for a valid consideration. The defendant is in possession and enjoyment of the suit property by paying land tax to the Government and patta also stands in the name of the defendant. It is further submitted that one T.N. Srinivasa Reddy, at the instigation of the plaintiffs, filed a suit in O.S. No.183/2008 for the relief of specific performance in respect the same suit property. It is further submitted that, the death certificate of the deceased Sembukan @



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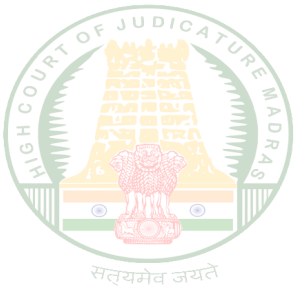
WEB COPY Sombaiah produced by the plaintiffs is a fabricated document with an intention to grab the suit property. Hence, prayed for dismissal of the suit.

6. The suit in O.S. No.172/2008 was also filed by the same plaintiffs for granting permanent injunction against the defendant Chinnappa.

7. The above two suits were dismissed by the trial court against which the plaintiffs preferred appeal suits in A.S. No.7/2022 and 6/2022 before the Sub Court, Denkanikottai. Both the appeal suits were dismissed by the learned Sub Judge, Denkanikottai. Aggrieved by this, the Second Appeals are preferred by the plaintiffs in the above suits.

8. S.A. No.238 of 2023 has been admitted on the following substantial questions of law:

"1. Whether the courts below are right in dismissing the suit and Appeal suit based on the ground of non joinder of



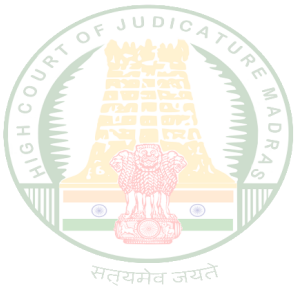
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necessary parties/power agent/vendors as it leads to dismissal of suit and no effective decree could be passed especially when there are chances to try both the suits in O.S. No.172 of 2008 in O.S. No.65 of 2010 together the question of non joinder of parties could be avoided or not?

2. Whether the courts below are right in upholding that the power of attorney dated 28.04.2005/Exhibit B3 is in force without adjudicating that whether it is coupled with interest or not in the context of Section 202 of the Indian Contract Act especially in the absence of any proof as to the payment of consideration in the recitals or in the form of endorsement or not?

3. Whether the courts below are right in upholding that non issuance of notice of revocation / cancellation of power of attorney dated 21.02.2008/Exhibit A5 is fatal under Section 206 of Indian Contract Act when it statutorily enables the parties affected thereby to sue for damages or not?

4. Whether the courts below are correct in upholding that the power agent executed a sale agreement dated 25.02.2008/Exhibit B5 in the name of his son one Nanjappa and then both of them jointly executed a sale deed dated 17.03.2008/Exhibit B4 in the name of the defendant is valid after the cancellation of power of



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WEB COPY *attorney dated 21.01.2008/Exhibit A5 or not?*

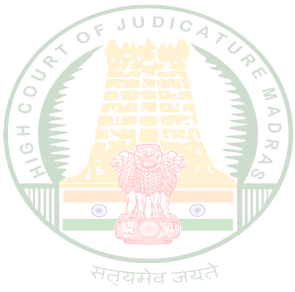
5. Whether the courts below are correct in upholding the title of the defendant based upon the sale deed dated 17.03.2008 executed by the power agent in the name of the defendant without adhering to the same in the context of Section 27 of the Specific Relief Act or not?"

9. S.A. No.239 of 2023 has been admitted on the following substantial questions of law:

"1. Whether the courts below are right in dismissing the suit and Appeal suit based on the ground of non joinder of necessary parties/purchaser as it leads to dismissal of suit and no effective decree could be passed especially when there are chances to try both the suits in O.S. No.172 of 2008 and O.S. No.65 of 2010 together the question of non joinder of parties could be avoided or not?

2. Whether the courts below are right in declining to decree the suit for permanent injunction by upholding that the possession of the suit properties handed over to the power agent of the appellants/plaintiffs especially in the absence of any recitals as to the possession found in the deed of power of attorney dated 28.04.2005/Exhibit B3 or not?

3. Whether the courts below are right in upholding that the deed of cancellation of power of attorney dated 21.02.2008/A4 and X5 will not have any



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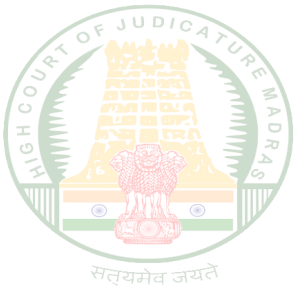
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impact on the validity of the power of attorney dated 28.04.2005 without adhering to the provisions of Section 202 of the Indian Contract Act or not?

4. Whether the courts below are right in upholding that non issuance of notice prior to execution of deed of cancellation of power of attorney dated 21.02.2008/Exhibit A4 and Exhibit X5 is fatal under Section 206 of Indian Contract Act when it statutorily enables the parties affected thereby to sue for damages or not?

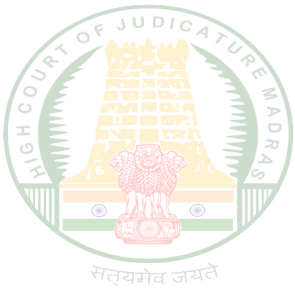
5. Whether the courts below are correct in upholding the title of the purchaser of the defendant based upon the sale deed dated 17.03.2008/Exhibit B1 executed by the power agent in the name of the purchaser without adhering to the validity of that document in the context of Section 27 of the Specific Relief Act or not?"

10. The contention of the learned counsel for the appellants in the above Second Appeals is that they are the daughters of one Sembugan@ Sombiah. The suit properties belonged to their father Sembugan@ Sombiah and it is his self acquired property. He purchased it from one Munusamy through a registered sale deed vide Doc.No.548 /1952 dated 17.05.1952. The said Sembugan@ Sombiah during his life time along with his two daughters / appellants herein executed a registered deed of General Power of attorney in Doc.No.47/2005 dated 28.04.2005/Exhibit



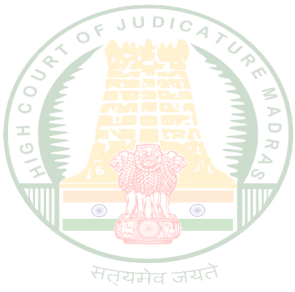
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WEB COPY B3 on the file of Sub Registrar, Denkanikottai and thereby appointed one Chinnappa S/o.Marappa as their power of attorney agent to manage the suit properties. After execution of deed of power of attorney dated 28.04.2005, the father Sembugan@ Sombiah died intestate on 08.01.2007 leaving behind his wife and two daughters, namely, the Plaintiffs/Appellants herein as his legal representatives. After knowing the death of Sembugan@ Sombiah , the said Power of attorney agent Mr. Chinnappa entered into a registered sale agreement with his own son by name Nanjappa vide Doc.No.859/2008 dated 25.02.2008 (document dated as 01.02.2008) on the file of SRO Denkanikottai in respect of the suit property and thereby acted against the interest of the legal heirs of the deceased principal Sembugan@ Sombiah, the plaintiffs/appellants herein. Aggrieved upon the actions of the power of attorney agent/Chinnappa, the plaintiffs/appellants herein revoked the general power of attorney through a registered cancellation deed in Doc.No.54/2008 dated 21.02.2008/Exhibit A5 after due notice and further advised him not to deal with the suit property henceforth. Despite the termination of power of attorney, the power of attorney agent/Chinnappa was continuously



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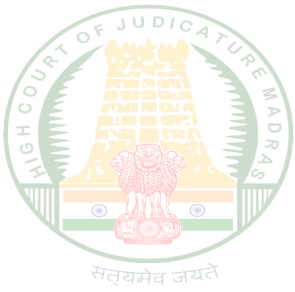
WEB COPY acting under the strength of the revoked power of attorney and created certain encumbrances upon the suit property with ulterior motive. The said power of attorney agent/Chinnappa executed a registered sale agreement dated 25.02,2008/Exhibit B5 with his son Nanjappa and they jointly executed a registered sale deed in Doc.No.1192/2006 dated 17.03.2008/Exhibit B4 in favour of one Murugesan, the defendant / respondent in S.A.No.238/2023 and thereby the defendant/respondent claims to be the absolute owner of the suit property. Therefore the Appellants/plaintiffs along with their mother Munimallamma filed a suit in OS.No.65/2010 against the purchaser Murugesan for declaration of title to the suit property, that they are the absolute and lawful owner of the suit property and for consequential relief of permanent injunction restraining the defendant from interfering with their possession and enjoyment of the suit property. The plaintiffs being the two daughters and wife of deceased Sembugan@ Sombiah also filed an another suit in OS.No. 172/2008 against the power of attorney agent Chinnappa before District Munsif Court at Denkanikottai for the relief of permanent injunction and instead of trying both the suits O.S.No. 172 of 2008 and



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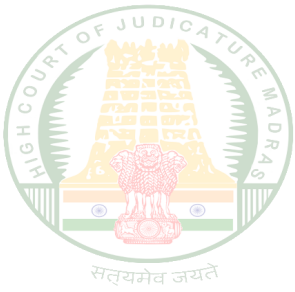
OS.No.65 of 2010 together, the District Munsif Court, Denkanikottai, tried them independently and rendered two different findings on the same day and thereby dismissed both the suits on 20.12.2021 and later the lower appellate Court, Subordinate Court of Denkanikottai confirmed both the findings.

10.1. He would further submit that the courts below erroneously rendered a finding on the concept of Power coupled with interest when neither recital found in the General Power of Attorney nor documentary evidence to establish the fact that the consideration had been passed at the time of execution of General Power of Attorney; that the question of General Power of Attorney is coupled with interest is a matter of evidence and it is not a presumption and that General Power of Attorney is coupled with interest which is not proved by the defendant and thus it is not governed by Section 202 of the Contract Act and that immediately upon the death of Sembukan General Power of Attorney gets terminated and it would not survive. According to the appellants, the sale agreement and sale deed are invalid as they are executed after the death of Sembukan on



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08.01.2007. The plaintiffs have cancelled the General Power of Attorney by way of Deed of Cancellation on 21.02.2008 and only thereafter the Power of Attorney created a sale agreement dated 25.02.2008 (ante dated as 01.02.2008) and acted against the interest of the plaintiffs and these documents were created long after revocation. The sale agreement is not meant for transfer of title and it enables the parties only for performance of contract and it will not convey the title. It is further submitted that mere unauthorised possession of the Power of Attorney will not clothe with any title and it cannot be the guideline or basis to uphold the title of the Power of Attorney or his purchaser. On the death of Sembukan, the General Power of Attorney gets terminated and it would not survive further and thus it is not governed under Section 202 of Contract Act. Mere possession delivered to Power of Attorney could not be construed as title conferred on the agent. Though the plaintiffs joined with their father Sembukan in executing the General Power of Attorney, being the daughters they do not have any right or title and their father alone is the owner of the suit property and thus, notice of termination under Section 206 of the Contract Act cannot be expected to be issued by them and

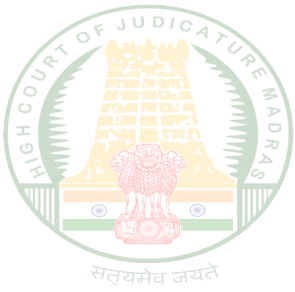


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therefore, notice of termination is not at all warranted under Section 206 of the Contract Act and it can be construed as only one principal executed General Power of Attorney and not more than one Principals. If General Power of Attorney is governed by Section 202 of the Contract Act, then only Section 206 of the Contract Act should be insisted otherwise General Power of Attorney becomes automatically terminated. Assuming that if Section 206 of Contract Act (prior notice) is warranted in this case and if it has not been followed, it would not validate the sale transactions and it is not fatal to the deed of revocation of agency and it only enables the affected party/Power of Attorney to sue for damages and not to render the sale deed as valid one. There is no legal bar or prohibition for revocation of General Power of Attorney under Section 201 of the Contract Act. As per Section 209 of the Contract Act, Power of Attorney has to take all reasonable steps for protection and preservation of the interest entrusted to him.

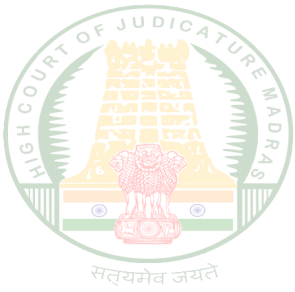
10.2. The learned counsel would further submit that after revocation of his authority, an agent is not entitled to remain in



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possession of the premises of the principal and that he can only claim compensation if his case fall under Section 205 of the Contract Act or could exercise lien on the property of the principal under Section 221 of the Contract Act. Therefore, the general principle that a person who is not in possession cannot seek for an injunction is not applicable to the case of principal and agent. He would further contend that since no consideration has been paid and that the Power of Attorney is not coupled with interest and the defendant having knowledge about the cancellation of power deed, the Power of Attorney is not coupled with interest as contemplated under Section 202 of the Contract Act, the agency can be revoked as per Section 205 of Contract Act, and the agent is not entitled for damages. He would submit that only if the interest of deceased principal is separable from that of surviving principals, then General Power of Attorney will not survive in respect of the deceased principal and therefore, termination of General Power of Attorney on the death of the principal is not automatic and the same is governed by Section 202 of the Contract Act, which depends upon the facts and circumstances of the case, recital and object of the General Power of Attorney.



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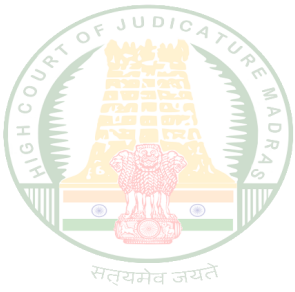
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10.3. His further contention is that the possession of the power agent in the suit premises was on behalf of the principals and not on his own right. It is, therefore, not necessary for the principals to file a suit for recovery of possession. The power agent has no right to remain in possession of the suit premises after termination of his agency. Hence, the appellants are entitled for the relief of permanent injunction against the defendant in O.S. No.172/2008. To support his contentions he has relied upon the following judgments.

- 1)CDJ 1989 SC 147
- 2)CDJ 2018 MHC 6301
- 3)CDJ 2024 MHC 3027
- 4)CDJ 2024 MHC 6384 DB

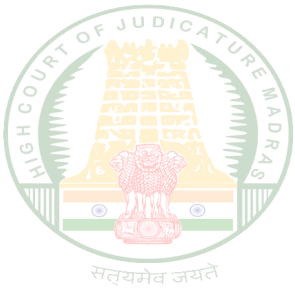
The courts below, without considering the above facts and circumstances of the case in a proper perspective erroneously dismissed the suits filed by the appellants which warrants interference by this Court.

11. On the other hand, the learned counsel for the respondents in



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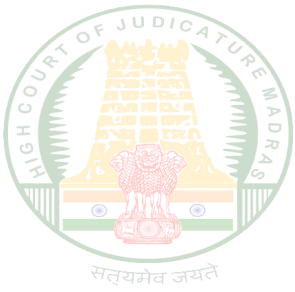
WEB COPY the above Second Appeals would submit that at the time of execution of power of attorney dated 28.04.2005 in the name of his vendor Chinnappa, the possession of the suit property was delivered to him and the said Chinnappa had purchased the suit schedule property from the deceased Sembugan at the rate of Rs.30,000/- per acre and in all the said Chinnappa paid Rs.2,40,000/- to the deceased Sembugan being the total and full sale consideration and as such the agency was one for valid consideration coupled with interest and hence the power of attorney executed by the appellants along with their father is irrevocable. It is further submitted that Chinnappa/power of attorney agent is very much necessary party to the suit and without impleading him as a party the suit is liable to be dismissed. The power of attorney agent had executed a registered agreement of sale on 01.02.2008 in favour of Nanjappa for valuable sale consideration of Rs.2,80,000/- and the said Nanjappa after receiving the advance amount of Rs.1,50,000/- agreed to execute the sale deed within a period of 3 years form the date of sale agreement after receiving the balance sale consideration of Rs.1,30,800/-. It is further submitted that in the capacity of general power of attorney agent,



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WEB COPY Chinnappa along with his own son Nanjappa had jointly sold the suit schedule property in favour of Murugesan under a registered sale deed dated 17.03.2008/Ex.B4 for valuable consideration and ever since the said purchase, Murugesan is in possession and enjoyment of the suit schedule property by paying kists and thereafter he has developed the suit property by spending huge amount.

11.1. He would further submit that a necessary party is a person who ought to have been joined as a party and in whose absence no effective decree could be passed at all by the Court and the suit itself is liable to be dismissed. He would submit that, for being a necessary party, the twin test has to be satisfied. The first one is that there must be a right to some relief against such party in respect of the controversies involved in the proceedings. The second one is that no effective decree can be passed in the absence of such party. To support his contention he has relied upon **2022 Live Law (SC) 802 (Moresnar Yadaorao Mahajan versus Vyankatesh Sitaram Bhedi (D) Through Lrs and others)**. Thus the learned counsel would submit that the courts below rightly dismissed the

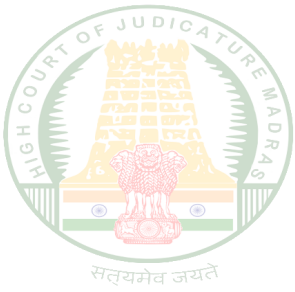


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suit filed by the appellants for not impleading Chellappa and Nanjappa as necessary parties in O.S. No.65/2010 and rightly dismissed the suit in O.S. No.172/2008 for not impleading Nanjappa and Murugesesh as necessary parties in the above suit which warrants any interference by this Court.

12. Heard on both sides. Records perused.

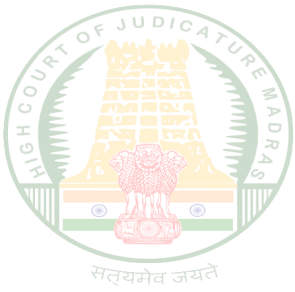
13. It is not in dispute that the suit property is the self acquired property of Sembugan @ Sombaiah. It is also not in dispute that the said Sembugan @ Sombaiah along with his daughters , namely, the plaintiffs 1 and 2 executed a Power of Attorney on 28.04.2005 in favour of one Chinnappa. The suit in O.S. No.172/2008 is filed by the plaintiffs for the relief of permanent injunction against the power agent Chinnappa. Since it is contended on the side of the defendant that the suit property was jointly sold by Chinnappa and his Son Nanjappa to one Murugesan, the defendant in O.S. No.65/2010, for valid consideration by virtue of sale deed dated 17.03.2008 and the said Murugesan is in possession and



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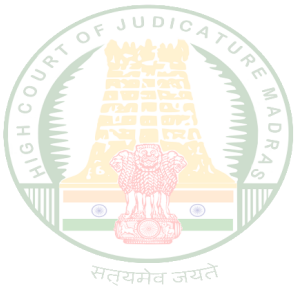
WEB COPY enjoyment of the suit property by paying land tax to the Government and patta also stood in his name, he is a necessary party in the above suit. The courts below, after considering the above submission, dismissed the suit and appeal filed by the plaintiffs stating that the suit is bad for non joinder of necessary parties since no effective decree can be passed in the absence of such party. Since it is a suit for bare injunction, the courts below are right in holding that Nanjappa and Murugesan are necessary parties to the suit since they are holder of sale agreement and sale deed.

13.1. It is to be noted that, a joint trial of two suits does not resolve the legal question of non joinder of necessary parties since the reliefs claimed in both the suits are different. Non joinder is a procedural defect that must be addressed within the individual suits themselves. Moreover, non joinder refers to the failure to include someone as a party who should have been a part of the suit from the beginning. This is a defect in the constitution of the suit and affects its maintainability. Furthermore, the decision to conduct a joint trial is a matter of judicial discretion aimed at saving time, effort, and avoiding conflicting judgments when common



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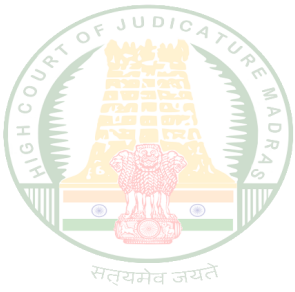
WEB COPY questions of fact or law arise in separate suits. It is an administrative /case management decision, not a ruling on the merits or procedural correctness of the original suits. When suits are tried jointly, they retain their independent character. Issues framed in one suit are distinct from those in the other, and, defects in one suit does not get automatically cured by virtue of the joint trial with a properly constituted suit. The question of non joinder must be decided by the trial judge as a specific issue within the suit where the defect exists, usually at the framing of issues stage or during the trial itself. Therefore, a joint trial does not inherently cure a non joinder defect. Hence, the said findings of the trial court in O.S. No.172/2008 that the suit is bad for non joinder of necessary parties warrants any interference by this Court. Further, the plaintiffs failed to establish their possession in the suit property. Except Ex.A3 in the name of the deceased 3rd plaintiff, no other documents are placed by the plaintiffs to prove their possession. Moreover, the 1st plaintiff herself admitted in her cross examination that possession was handed over to the power agent at the time of execution of the General Power of Attorney.



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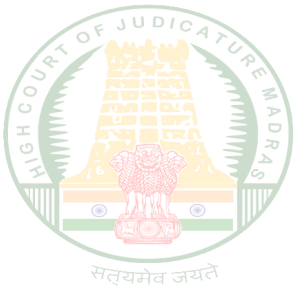
WEB COPY 13.2. The learned counsel for the plaintiffs would further contend that the General Power of Attorney executed by the deceased Sembugan @ Sombaiah along with the plaintiffs 1 and 2 in favour of Chinnappa became infructuous after the death of Sembugan @ Sombaiah. The first appellate court, applying the principles laid down in **Syed Abdul Khadar vs. Rami Reddy and others reported in (1979) 2 SCC 601**, has held that, the Power Deed does not get terminated by virtue of the death of one of the executants.

13.3. This Court, in the case titled ***K.A. Meeran Mohideen vs, Sheik Amjed*** reported in ***MANU/TN/5483/2024*** has given a clear and thorough explanation that now resolves the conundrum for people dealing in land and joint properties like similar cases. The general rule is that, a General Power of Attorney is invalid after death of principal. However, when there are multiple General Power of Attorney holders or executors, the validity of Power of Attorney after death of one of the principals, the question whether the General Power of Attorney remains valid is extensively dealt with by this Court in the above referred case. This Court



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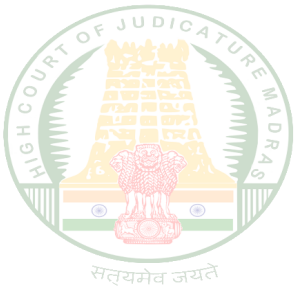
looked at the relevant laws on General Power of Attorney. Speaking of Section 201 of Indian Contract Act, it lays about the termination of agency. The court discussed that Sections 201 to 210 of the Act do not deal with circumstances when there are multiple Principals and one of them dies. While deciding the validity of General Power of Attorney after death of the one of the principals expressed that, “ a power of attorney deed executed by several persons, which cannot be said to be coupled with interest, is not automatically terminated on the death of one of the principals. The question of termination would necessarily depend on the facts and circumstances of each case.” The Court held that termination would depend upon facts, intention during execution, continuation if intended, and termination of principals had specific interest. The Court further added that “if the interest of deceased principal is separable from that of the surviving principal's, then, the power would not survive in respect of the deceased principal.” The final decision of the Court is even if one of the principals died, the power deed does not automatically get terminated. In the present case, the contention of the defendants in both the suit is that, the power deed was one coupled with interest and



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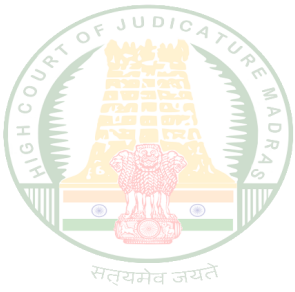
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therefore, it is irrevocable. A power of attorney coupled with interest is generally not automatically terminated by the death of one of the principals. This is because the power is linked to a vested interest the agent has in the subject matter, and it remains in effect to protect that interest, even after the principal's death, as long as it was a valid transaction and the document does not state otherwise. The termination depends on the specific circumstances and the intent behind the power of attorney document. The main purpose of this exception that power of attorney coupled with interest is generally not terminated by the death of the principal is to prevent the termination of the agency from harming the agent's pre-existing interest. When there are multiple principals, the death of one does not automatically terminate the power for the others, especially if the power is coupled with interest. However, it is crucial to examine the specific terms and the intent of the document to see how the interest of the deceased principal is affected, as the surviving principal's interest may be separate. Therefore, the wording of the Power of Attorney document is paramount. If it explicitly states that it will be terminated upon the death of one of the principals, then it will be. However, in the



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WEB COPY absence of such a clause, the 'coupled with interest' exception will likely apply. The payment of Rs.2,40,000/- by the power agent at the time of execution of power deed on 28.04.2005 has been clearly mentioned in the General Power of Attorney. It is also mentioned that the power agent is entitled to execute any sale agreement and sale deed with respect to the suit property in favour of third parties. The plaintiffs have also admitted that in pursuance of the General Power of Attorney, possession was handed over to the power agent. In pursuant to the power deed, the defendant Chinnappa has executed a sale agreement in favour of his son Nanjappa on 01.02.2008. Thereafter, the Chinnappa and Nanjappa jointly executed a sale deed in favour of the defendant Murugesh on 17.03.2008. The above facts would establish that the general power of attorney is the one coupled with interest. Moreover, it is well settled that a power of attorney cannot be revoked after the agent has exercised the authority given to him in respect of the acts exercised. In the present case, in pursuant to the execution of the registered General Power of Attorney, the power agent has exercised the authority given to him by executing documents in favour of third parties.



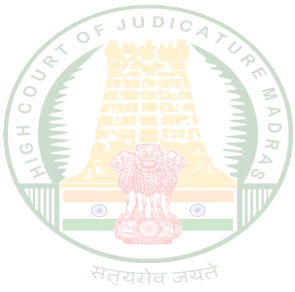
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13.4. The plaintiffs failed to prove that the General Power of Attorney was cancelled after informing the power agent. The non issuance of notice prior to execution of deed of cancellation of power of attorney dated 21.02.2008 is fatal under Section 206 of Indian Contract Act. Section 206 of the Indian Contract Act, 1872, requires that reasonable notice must be given when an agency is revoked or renounced. If this notice is not provided, the party who caused the termination must compensate the other for any damages that result from the lack of reasonable notice. Since the power agent has exercised his authority in pursuant to the power deed executed in his favour by selling the property to the defendant Murugesan in O.S. No.65/2010, the validity of the said sale deed is upheld. All the substantial questions of law raised in these Second Appeals are answered against the appellants. Hence, the courts below rightly dismissed the suits filed by the plaintiffs which warrants any interference by this Court.

14. In the result,

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WEB COPY i. The Second Appeals are dismissed. No costs. Consequently connected miscellaneous petition is closed.

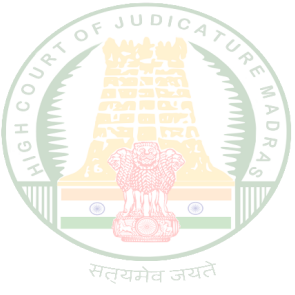
ii. The judgments and decrees dated 23.11.2022 passed in A.S. No.7 and A.S. No.6 of 2022, respectively, on the file of the Subordinate Court, Denkanikottai, confirming the Judgments and decrees dated 20.12.2021 passed in O.S.No.65 of 2010 and O.S. No.172 of 2008, respectively, on the file of the Additional District Munsif Court, Denkanikottai, are upheld.

28.11.2025

Index: Yes/No
Internet: Yes/No
Speaking/Non-Speaking order
bga

To

1. The Subordinate Judge, Denkanikottai
2. The Additional District Munsif, Denkanikottai
3. The Section Officer, VR Section, High Court, Madras.



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S.A.Nos.238 & 239 of 2023

K.GOVINDARAJAN THILAKAVADI,J
bga

Pre delivery Common Judgment in
S.A.Nos.238 and 239 of 2023 and
C.M.P. No.6790 of 2023

28.11.2025