



**IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI
(Special Original Jurisdiction)**

[3397]

THURSDAY, THE 25th DAY OF JUNE 2026

PRESENT

**THE HONOURABLE SRI JUSTICE VENUTHURUMALLI GOPALA KRISHNA
RAO**

APPEAL SUIT NO: 1776/2001

Between:

Davuluri Venkateswara Rao

...APPELLANT

AND

Davuluri Veeraiah Died and Others

...RESPONDENT(S)

Counsel for the Appellant:

1. GHANTA SRIDHAR

Counsel for the Respondent(S):

1. SREEKANTH REDDY AMBATI

2. PAVAN KUMAR SHARMA

3. N SRIRAM MURTHY

The Court made the following:

HIGH COURT OF ANDHRA PRADESH AT AMARAVATI

APPEAL SUIT No.1776 OF 2001

Between:

Davuluri Venkateswara Rao,
S/o Veeraiah, Hindu, aged about 47 years,
Security Guard, Bommidala Guest House,
R/o. D.No.5-78-90, 6th Lane, Pandaripuram,
Guntur, Guntur District, Andhra Pradesh. ...

Appellant

AND

Davuluri Veeraiah (Died) and others ...

Respondents

Date of Judgment Pronounced : 25-06-2026

SUBMITTED FOR APPROVAL:

THE HON'BLE SRI JUSTICE V.GOPALA KRISHNA RAO

1. Whether Reporters of Local newspapers
may be allowed to see the judgment? Yes/No
2. Whether the copy of judgment may
be marked to Law Reporters/Journals? Yes/No
3. Whether His Lordship wishes to see the
fair copy of the judgment? Yes/No

V.GOPALA KRISHNA RAO, J.

***THE HON'BLE SRI JUSTICE V.GOPALA KRISHNA RAO**

+APPEAL SUIT No.1776 OF 2001

%Dated: 25-06-2026

Davuluri Venkateswara Rao,

S/o Veeraiah, Hindu, aged about 47 years,

Security Guard, Bommidala Guest House,

R/o. D.No.5-78-90, 6th Lane, Pandaripuram,

Guntur, Guntur District, Andhra Pradesh.

... Appellant

VERSUS

\$ Davuluri Veeraiah (Died) and others

... Respondents

!Counsel for the appellant

:

Sri GHANTA SRIDHAR

^Counsel for respondents

:

Sri N SRIRAM MURTHY

<GIST:

>HEAD NOTE:

? Cases referred:

1. 2025 (5) ALD 73 (SC)
2. 2025 (5) ALD 73 (SC)
3. AIR 1969 Ker. 21
4. AIR 2004 SC 1257
5. AIR 2007 AP 57 (F.B)
6. 2012 (1) ALD 90 (SC)
7. (2022) 7 SCC 1

HONOURABLE SRI JUSTICE V. GOPALA KRISHNA RAO**APPEAL SUIT No.1776 of 2001****JUDGMENT:**

This Appeal, under Section 96 of the Code of Civil Procedure [for short '**the C.P.C.**'], is filed by the Appellant/Plaintiff challenging the Decree and Judgment, dated 24.04.2001, in O.S.No.733 of 1989 passed by the learned Principal Senior Civil Judge, Guntur [for short '**the trial Court**'].

2. The appellant herein is the plaintiff, and the respondents herein are the defendants. During the pendency of the Appeal Suit, this Court vide its order dated 08.02.2011, dismissed the appeal suit against the respondent Nos.3, 5, 6 & 7 for default.

3. Originally, the appellant/plaintiff herein filed the suit in O.S.No.733 of 1989 against the defendants, seeking for partition of the plaint 'A' & 'B' schedule properties into two equal shares for allotment and for separate possession of one such share to the plaintiff and for costs.

4. Both parties in the appeal will be referred to as they were arrayed before the trial Court.

5. The case of the Appellant/Plaintiff as per the plaint averments in O.S.No.733 of 1989, in brief, is as follows:

- I. The plaintiff pleaded that the defendant Nos.1 and 2 were husband and wife and the plaintiff is their son and defendant Nos.3 to 6 are their daughters. The marriages of defendant Nos.3 to 6 were performed by defendant Nos.1 and 2 prior to the year 1985 and the defendant Nos.5

- II. and 6 are residing in the United States of America. The plaintiff further pleaded that during the pendency of the proceedings, defendant Nos.1 and 2 died and the plaint 'A' schedule property consists of a house and house site, whereas the plaint 'B' schedule property consists of agricultural lands described in different survey numbers. The plaintiff further pleaded that defendant Nos.1 and 2 had purchased an extent of Ac.1.96 cents in D.No.170 and the plaintiff got married in the year 1979 and has three minor sons. The case of the plaintiff, as set out in the plaint, is that the plaintiff and the defendants constituted a Hindu coparcenary joint family and he along with defendant Nos.1 and 2 lived jointly until about 3½ years prior to the filing of the suit, when the defendant No.2 went to reside in the house of the 4th defendant.
- III. The plaintiff further pleaded that the defendant No.1 had partitioned the ancestral joint family properties among himself and his brothers about eight years prior and out of the income derived from the ancestral properties, defendant No.1 improved and acquired the joint family properties of himself and the plaintiff. The plaintiff further pleaded that the plaint 'A' and 'B' schedule properties are coparcenary joint family properties belonging to the plaintiff and defendant No.1, and both of them had been jointly and commonly enjoying the same. The plaintiff further pleaded that he, along with his wife and children, had been residing jointly with his parents in the plaint 'A' schedule house and that some portions thereof had been let out to tenants, with defendant No.1

collecting the rents. The plaintiff further pleaded that the defendant No.2, taking advantage of the old age of defendant No.1, had been teasing, harassing, and coercing him and, in collusion with defendant Nos.3 and 4, appears to have obtained several documents from defendant No.1 behind the back of the plaintiff with an intention to grab the entire coparcenary properties to the detriment of the plaintiff. The plaintiff further pleaded that the defendant No.1 had not alienated any of the suit properties nor executed any valid documents in respect thereof. The plaintiff further pleaded that even assuming any such documents were executed by defendant No.1, the same are void ab initio and are not binding on him as he had not consented to such transactions.

- IV. The plaintiff further pleaded that he came to know that defendant No.1 had executed a sale deed in favour of the defendant No.3 in respect of a portion of the plaint 'A' schedule house property. The plaintiff further pleaded that the defendant No.3, who had lost her husband, has been residing in a portion of the plaint 'A' schedule property. The plaintiff further pleaded that the defendant No.2, leaving behind her husband, namely defendant No.1, in the plaint 'A' schedule property, went to the house of the defendant No.4 at Repalle and had been residing there for the last 1½ years. The plaintiff further pleaded that he along with his wife and children has been residing in the plaint 'A' schedule house and taking care of defendant No.1. Since the defendants failed to effect partition of the joint family properties, the plaintiff was constrained to file

the suit seeking partition of the joint family properties into two equal shares and allotment of one such share to him

6. The defendant No.1 filed the written statement and the case of the defendant No.1 as per the written statement is as follows:

- I. The defendant No.1 pleaded that his father Ramaswamy inherited both the house property and agricultural lands from his father and enjoyed the same till his death. The defendant No.1 further pleaded that after the death of Ramaswamy, the defendant No.1 and his brothers, namely Subbaiah, Nagaiah, and Venkaiah, effected a partition among themselves, wherein each of them obtained Ac.1.25 cents of land along with a portion of the house property. In the said partition, the defendant No.1 was allotted with Ac.1.25 cents of land in D.No.170 and subsequently, through his hard labour and with the income derived from the said extent of Ac.1.25 cents, he purchased the shares of his brothers Venkaiah and Nagaiah in D.No.170 and thereby came into possession of Ac.3.75 cents covered under item No.3 of the plaint 'B' schedule property. The defendant No.1 further pleaded that he also purchased item Nos.1, 2, and 4 of the plaint schedule properties from out of the income derived from the aforesaid lands and the entire plaint schedule properties constitute joint coparcenary properties belonging to himself and his only son i.e. the plaintiff.
- II. The defendant No.1 further pleaded that a portion of the house property admeasuring 100 square yards was sold under a registered sale deed

dated 28.05.1985 for a consideration of Rs.17,000/- and the remaining portion of the house and the tiled house situated therein continued to remain joint family property. The defendant No.1 further pleaded that at the time of the marriage of the defendant No.4, he intended to provide some land to her towards pasupu kumkuma and, after obtaining the consent of the plaintiff, he executed a gift deed in favour of the defendant No.4 in respect of Ac.5.00 cents of land in one item of the plaint 'B' schedule property and Ac.1.25 cents in another item of the plaint schedule property. The defendant No.1 further pleaded that though the gift deed was executed, possession of the gifted lands was never delivered to the defendant No.4 and that he himself along with the plaintiff continued to cultivate the lands and pay amounts to the defendant No.4. The defendant No.1 further pleaded that there were petty quarrels between the defendant No.2 and the wife of the plaintiff. The defendant No.1 further pleaded that defendant No.2 taking advantage of his old age and weak condition, started pressurizing him to confer authority upon her in respect of the plaint 'A' schedule house property.

- III. The defendant No.1 further pleaded that taking advantage of the absence of the plaintiff and his wife, the defendant No.2 manipulated several documents as though they had been voluntarily and knowingly executed by the defendant No.1 and took him to the Sub-Registrar's Office and obtained his thumb impressions on various papers by playing

fraud. The defendant No.1 further pleaded that he did not execute either will or any registered or un-registered documents in favour of the defendant Nos.2 to 4 at any time either voluntarily or willingly. The defendant No.1 further pleaded that he later came to know that the defendant No.2 had fraudulently and secretly obtained settlement deeds dated 29.04.1988 and 30.04.1988 from him and he executed two revocation deeds dated 26.07.1989 and 27.07.1989 to be on safe side. The defendant No.1 further pleaded that he is ready and willing to partition the plaint 'A' schedule property and the remaining plaint 'B' schedule properties, excluding Ac.1.25 cents, into two equal shares between himself and the plaintiff and requested for dismissal of the suit with costs.

7. The defendant Nos.3, 5 and 6 remained ex-parte before the trial Court. The defendant No.4 filed a written statement and the case of the defendant No.4 as per the written statement is as follows:

- I. The defendant No.4 pleaded that the plaintiff has no manner of right, title, or interest in the plaint 'A' schedule property, as the same is the self-acquired property of the defendant No.1. The defendant No.4 further pleaded that the defendant No.1 and one Boyapati Lakshmaiah, who is the younger brother of the defendant No.2 and the brother-in-law of the defendant No.1, jointly purchased the plaint 'A' schedule property under a registered sale deed dated 10.08.1967. Subsequently, the said Boyapati Lakshmaiah relinquished his half share in favour of the

defendant No.1 under a registered relinquishment deed dated 02.03.1971. The defendant No.4 further pleaded that a portion of the plaint 'A' schedule property was purchased by the defendant No.1 under a registered sale deed dated 14.03.1972 and the defendant No.1 became the absolute owner of the entire plaint 'A' schedule property and the same constitutes his self-acquired property. The defendant No.4 further pleaded that out of love and affection towards his wife i.e. the defendant No.2, the defendant No.1 executed gift deeds dated 19.04.1988 and 30.04.1988 in respect of portions of the plaint 'A' schedule property in favour of the defendant No.2 and the said gifts were accepted by her. The defendant No.4 further pleaded that since then the defendant No.2 has been in absolute possession and enjoyment of the said property and her name was also mutated in the municipal records.

- II. The defendant No.4 further pleaded that the defendant No.2 was not getting sufficient income from the plaint 'A' schedule property, she sold the same to the defendant No.4 for a valid consideration of Rs.1,50,000/- under a registered sale deed dated 15.12.1989. The defendant No.4 further pleaded that ever since the said purchase, the defendant No.4 has been in possession and enjoyment of the plaint 'A' schedule property as its absolute owner to the knowledge of all concerned, including the plaintiff. The defendant No.4 further pleaded that the plaintiff and the defendant No.1 are the joint owners of the

plaint 'A' schedule property and they are in possession of the same.

The defendant No.4 further pleaded that plaint 'B' schedule properties are also the self-acquired properties of the defendant No.1 and the defendant No.1 gifted item No.3 of the plaint 'B' schedule property and Ac.1.25 cents out of item No.2 to the defendant No.4 under a gift deed dated 16.04.1979 towards Pasupu Kumkuma at the time of her marriage, and possession of the said properties was also delivered to her. Therefore, the defendant No.4 requested for dismissal of the suit with costs.

8. The defendant No.7 filed a written statement and the case of the defendant No.7 as per the written statement is as follows:

- I. The defendant No.7 pleaded that he purchased an extent of Ac.1.95 cents out of the total extent of Ac.16.83 cents situated in D.No.173 from one Gorantia Venkateswarlu under a registered sale deed dated 25.04.1992. The defendant No.7 further pleaded that ever since the date of purchase, he has been in peaceful possession and enjoyment of the said property with absolute rights. The defendant No.7 further pleaded that the vendor by name Gorantia Venkateswarlu, had been in peaceful possession and enjoyment of the said property since the year 1988, prior to the execution of the sale deed in favour of the plaintiff and that requested for dismissal of the suit with costs.

9. Based on the above pleadings, the trial Court framed the following issues:

- 1) *Whether the plaint schedule properties are the ancestral properties of the plaintiff and his father D-1?*
- 2) *Whether the Gift deeds dated 29.04.1998 and 30.04.1988 are void?*
- 3) *Whether the sale of 'A' Schedule property by D-2 in favour of D-4 is binding upon the plaintiff?*
- 4) *Whether the gift deed dated 16.04.1979 in favour of D-4 by D-1 is valid and binding on the plaintiff?*
- 5) *To what relief?*

10. During the course of trial in the trial Court, on behalf of the plaintiff, P.Ws.1 to 7 were examined and Ex.A-1 to Ex.A-14 were marked. On behalf of the defendant No.4, D.Ws.1 to 3 were examined and Ex.B-1 to Ex.B-20 were marked.

11. After completion of the trial and on hearing the arguments of both sides, the trial Court dismissed the suit *vide* its judgment, dated 24.04.2001, against which the present appeal is preferred by the appellant/plaintiff in the suit.

12. Learned counsel for the appellant/plaintiff would contend that the trial Court failed to observe that the suit schedule properties were purchased by the defendant No.1 from out of the funds of the joint family and that he does not have any other source of income and that he is living only by doing cultivation. He would further contend that the trial Court miserably failed to give credence to Ex.A-10 and Ex.A-11 revocation deeds, though they are duly registered, and the trial Court came to a wrong conclusion that the revocation deeds are not valid under law. Learned counsel for the appellant/plaintiff

further contended that the trial Court went wrong in determining that the revocation of any gift must be with the leave of the Court. He would further contend that the trial Court came to a wrong conclusion and, without appreciating the evidence on record in a proper manner, dismissed the suit filed by the plaintiff and that the appeal may be allowed by setting aside the judgment and decree passed by the trial Court.

13. Per contra, Sri N.Sriram Murthy, learned counsel for the respondents/defendants, would contend that, on appreciation of the entire evidence on record in a proper manner, the learned trial Judge rightly dismissed the suit and there is no need to interfere with the findings arrived at by the learned trial Judge, and he would further contend that the first appeal filed by the appellant/plaintiff may be dismissed.

14. Heard Sri Ghanta Sridhar, learned counsel for the appellant/plaintiff and Sri N.Sriram Murthy, learned counsel for the respondents/defendants.

15. Now, in deciding the present appeal, the points that arise for determination are as follows:

- 1) Whether the plaint schedule properties are the ancestral properties of the plaintiff and the defendant No.1?**
- 2) Whether Ex.B-13 and Ex.B-14 gift deeds are not valid as pleaded by the plaintiff and the defendant No.1?**
- 3) Whether the trial Court is justified in dismissing the suit for partition filed by the plaintiff?**

16. **Point No.1:**

Whether the plaint schedule properties are the ancestral properties of the plaintiff and the defendant No.1?

The plaintiff pleaded in the plaint that the defendant No.2 is the wife of the defendant No.1 and the plaintiff is the only son of his parents, i.e. the defendant Nos.1 and 2, and the defendant No.3 is the elder sister and defendant No.4 is the younger sister of the plaintiff. The relationship between both the parties to the suit is undisputed. It was pleaded by the plaintiff in the plaint that the plaintiff and the defendant No.1 are the members of a Hindu coparcenary joint family and the defendant No.1 partitioned the ancestral joint family properties with his brothers at about eighty (80) years ago. The suit was filed by the plaintiff in the year 1989. As per the own case of the plaintiff, the defendant No.1 was aged about 75 years as on the date of filing of the suit. Therefore, the alleged contention of the plaintiff that the defendant No.1 partitioned the ancestral joint family properties with his brothers about eighty (80) years ago is prima facie false. The plaintiff further pleaded in the plaint itself that the plaint 'A' and 'B' schedule properties are the coparcenary properties of the plaintiff and defendant No.1.

17. As noted supra, the plaintiff pleaded in the plaint itself that plaint 'A' and 'B' schedule properties are coparcenary properties of the plaintiff and defendant No.1 and that the entire plaint schedule properties have been in joint possession and enjoyment of the plaintiff and defendant No.1. The plaintiff admitted in his evidence in cross-examination itself that his father purchased Ac.4.04 cents of land, which is shown as Item No.2 of the

Schedule Property, and out of the extent, Ac.1.25 cents was given to the defendant No.4 towards Pusupu Kumkuma and Item No.1 of plaint 'B' schedule was purchased by his father with his earnings. He further admitted that Ac.0.50 cents of wet land shown as Item No.4 of plaint 'B' schedule property was purchased by his father with his own earnings and that all the items shown in the plaint 'B' schedule were purchased by his father as his separate property. He further admitted that his father executed a settlement deed in favour of the defendant No.4 giving Ac.3.75 cents of land situated in Kondramunta Village in 1979, at the time of her marriage, which is Item No.3 of the plaint 'B' schedule property and the defendant No.4 sold away the same to Davuluri Madhaya and G.Venkateswara Rao about 10 years ago. Therefore, it is evident that some of the plaint schedule property is in the possession of third parties, but not in the joint possession of the plaintiff and the defendant No.1.

18. P.W.2, who is one of the own witnesses of the plaintiff and who is interrelated to both the parties, made a categorical admission in his evidence in cross-examination itself that the plaint schedule properties are self-acquired properties of defendant No.1. Another witness of the plaintiff, i.e. P.W.3, admits that the defendant No.1 purchased the land and house from out of his own earnings. P.W.4, who is another witness of the plaintiff, admitted in his evidence that the defendant No.2 is his own elder sister and that he had not attended the obsequies of his sister. It clearly goes to show that there was

enmity between P.W.4 and the defendant No.2 and that it is not safe to rely on the evidence of P.W.4.

19. As stated supra, as per the own admission of the plaintiff/P.W.1, the plaint 'B' schedule properties are the self-acquired properties of defendant No.1. As per the registered gift settlement deed executed by defendant No.1 in favour of his wife/defendant No.2, plaint 'A' schedule properties are his self-acquired properties. The defendant No.4 pleaded in the written statement that the plaint 'A' schedule property is the self-acquired property of the defendant No.1 and the defendant No.1 and one Boyapati Lakshmayya, who is the younger brother of defendant No.2, jointly purchased the plaint 'A' schedule property under a registered sale deed dated 10.08.1967. The defendant No.4 further pleaded in the written statement itself that the said Boyapati Lakshmayya relinquished his half share in favour of defendant No.1 under a registered relinquishment deed dated 02.03.1971 and that a portion of the plaint 'A' schedule property was purchased by the defendant No.1 under a registered sale deed dated 14.03.1972 and thus, the defendant No.1 became the absolute owner of the plaint 'A' schedule property. The same is evidenced by the registered documents produced before the trial Court by the parties to the suit. In the registered gift deeds executed in favour of defendant No.2 by the defendant No.1, it was averred that plaint 'A' schedule property is the self-acquired property of defendant No.1.

20. In the case at hand, the plaintiff approached the Court with a specific plea that the plaint schedule properties are the ancestral joint family properties

of the plaintiff and defendant No.1. But as per the own admission of the plaintiff, as stated supra, and the oral and documentary evidence on record go to show that the plaintiff schedule properties are self-acquired properties of the defendant No.1. The legal position in this regard is no more res integra and the same was well settled by the Hon'ble Apex Court in **Angadi Chandranna Vs. Shankar and others¹**, wherein it was held as follows:

“13. It is a settled principle of law that there is no presumption of a property being joint family property only on account of existence of a joint Hindu family. The one who asserts has to prove that the property is a joint family property. If, however, the person so asserting proves that there was nucleus with which the joint family property could be acquired, then there would be presumption of the property being joint and the onus would shift on the person who claims it to be self-acquired property to prove that he purchased the property with his own funds and not out of joint family nucleus that was available. That apart, while considering the term ‘nucleus’ it should always be borne in mind that such nucleus has to be established as a matter of fact and the existence of such nucleus cannot normally be presumed or assumed on probabilities.”

21. It is well established principle of law that **“where a party claims that any particular item of property is joint family property, the burden of proving that it is so rests on the party asserting it”**. In the case at hand, the plaintiff pleaded in the plaintiff that the plaintiff schedule property is ancestral property of the plaintiff and the defendant No.1. But, the plaintiff failed to prove the same.

¹ 2025 (5) ALD 73 (SC)

22. In a case of **R.Deivanai Ammal (deceased by LR) and another Vs. G.Meenakshi Ammal and others**², wherein a Division Bench of the High Court of Madras held as follows:

“16. In a Hindu joint family, if one member sues for partition on the foot that the properties claimed by him are joint family properties then three circumstances ordinarily arise. The first is an admitted case when there is no dispute about the existence of the joint family properties at all. The second is a case where certain properties are admitted to the joint family properties and the other properties in which a share is claimed are alleged to be the accretions or acquisitions from the income available from joint family properties or in the alternative have been acquired by a sale or conversion of such available properties. The third head is that the properties standing in the names of female members of the family are benami and that such a state of affairs has been deliberately created by the manager or the head of the family and that really the properties or the amounts standing in the names of female members are properties of the joint family. While considering the term 'nucleus' it should always be borne in mind that such nucleus has to be established as a matter of fact and the existence of such nucleus cannot normally be presumed or assumed on probabilities. The extent of the property, the income from the property, the normal liability with which such income would be charged and the net available surplus of such joint family property do all enter into computation for the purpose of assessing the content of the reservoir of such a nucleus from which alone it could, with reasonable certainty, be said that the other joint family properties have been purchased unless a strong link or nexus is established between the available surplus income and the alleged joint family properties. The person who comes to Court with such bare allegations without any substantial proof to back it up should fail.”

23. Admittedly, in the case at hand, the plaintiff, who approached the Court for seeking relief of partition of the plaint schedule property, admitted that the plaint 'B' schedule properties are the self-acquired properties of the defendant

² 2025 (5) ALD 73 (SC)

No.1. The recitals in Ex.B-13 and Ex.B-14 executed by defendant No.1 in favour of defendant No.2 go to show that the plaint 'A' schedule property is the self-acquired property of defendant No.1. For the aforesaid reasons, this Court is of the considered view that the plaint schedule properties are self-acquired properties of defendant No.1. By giving cogent reasons, the trial Court rightly held that the plaint schedule properties are the self-acquired properties of defendant No.1.

Accordingly, Point No.1 is answered against the appellant.

28. **Point No.2:**

Whether Ex.B-13 and Ex.B-14 gift deeds are not valid as pleaded by the plaintiff and the defendant No.1?

It was pleaded by the plaintiff and defendant No.1 that the defendant No.1 cancelled the gift deeds said to have been executed by him in favour of his wife/defendant No.2 by executing registered revocation deeds. As seen from the recitals of the registered revocation deeds, it was admitted by the defendant No.1 in Ex.A-10 and Ex.A-11 registered revocation deeds about the execution of the gift deeds under Ex.B-13 and Ex.B-14 in favour of the defendant No.2. It is the specific case of the defendant No.4 that the defendant No.1, out of his love and affection towards the defendant No.2, gifted a property to an extent of 131 square yards to the defendant No.2 and executed a registered gift deed dated 29.04.1988 under Ex.B-13 and delivered the possession of the same to the defendant No.2. He further pleaded that similarly, on 30.04.1988, the remaining portion in an extent of 98

square yards of the plaint 'A' schedule property was gifted by the defendant No.1 in favour of the defendant No.2 and that he delivered possession of the same to the defendant No.2. He further pleaded that the defendant No.2 accepted the said gift deeds in respect of plaint 'A' schedule property covered under the said gift deeds under Ex.B-13 and Ex.B-14 and the plaint 'A' schedule property was mutated in the name of the defendant No.2 in the Municipal Records and the same is evidenced by Ex.B-16. The defendant No.4 further pleaded that since the defendant No.2 was not getting any proper income from the plaint 'A' schedule property, she sold away the said property to the defendant No.4 for a sum of Rs.1,50,000/- and executed a registered sale deed dated 15.12.1989 in favour of the defendant No.4 under Ex.B-16.

29. It was contended by the plaintiff that Ex.B-13 and Ex.B-14 were cancelled by the defendant No.1 by executing the registered revocation deeds dated 26.07.1989 under Ex.A-10 and Ex.A-11 and therefore, in view of the revocation deeds executed by the defendant No.1 in favour of defendant No.2, the gift deeds are void documents.

30. In a case of **Kesava Kurup Raghava Kurup vs. Thomas Idicula and another**³, the High Court of Kerala held as follows:

“A gift to be valid must have been accepted by the donee “during the life time of the donor and while he is still capable of giving”. Under Mithakshara the acceptance of a gift, particularly if it concerned immovable property, should be express.”

³ AIR 1969 Ker. 21

31. In a case of **K.Bala Krishnan vs. K.Kamalam**⁴, the Apex Court held that the gift having been duly accepted in law and thus being complete, it was irrevocable under Section 126 of Transfer of Property Act. Section 126 prohibits revocation of validly executed gift except in the circumstances mentioned therein. It was not competent for the donor to have cancelled the gift and executed a will in relation to the gifted property.

32. In a case of **Yanala Malleshwari vs. Smt Ananthula Sayamma**⁵, wherein it was held as follows:

“In this regard, it needs to be noticed that a gift deed, on the one hand, and a sale deed, on the other, stand on different footing. Under Section 126 of the Transfer of Property Act, it is competent for a Donor, to suspend or revoke a gift deed, executed by him, whereas similar facility is not available, in case of a sale deed. Gift is a transfer, without any monetary consideration, whereas under a sale transaction, mutual rights and obligations exist, as between a vendor and vendee. Section 31 of the Specific Relief Act prescribes the manner, in which a document can be cancelled. What is required to be done through the decree of a Court, cannot be permitted to be undertaken by a party by himself”. And finally observed- “This Court is of the view that, if sale deeds, under which valuable properties are conveyed, are permitted to be cancelled unilaterally, it would not only result in several complications, unnecessary litigations, and hardship to the affected parties, but also bring about situations, having far-reaching implications and unrest in the society. These aspects do not appear to have been brought to the notice of the Division Bench, which disposed of W.A. No.972 of 2004. It is felt that the matter needs to be examined either by another Division Bench, or, if necessary, by a Full Bench”.

33. The above Full Bench judgment of this Court is challenged before the Apex Court, the Apex Court overruled the above judgment. The Apex Court in

⁴ AIR 2004 SC 1257

⁵ AIR 2007 AP 57 (F.B)

the case of ***Thota Ganga Laxmi and another vs. Government of Andhra***

Pradesh and others⁶ held as follows:

In this connection, we may also refer to Rule 26(i)(k) relating to Andhra Pradesh under Section 69 of the Registration Act, which states:

“The registering officer shall ensure at the time of preparation for registration of cancellation deeds of previously registered deed of conveyances on sale before him that such cancellation deeds are executed by all the executant and claimant parties to the previously registered conveyance on sale and that such cancellation deed is accompanied by a declaration showing natural consent or orders of a competent Civil or High Court or State or Central Government annulling the transaction contained in the previously registered deed of conveyance on sale:

Provided that the registering officer shall dispense with the execution of cancellation deed by executant and claimant parties to the previously registered deeds of conveyances on sale before him if the cancellation deed is executed by a Civil Judge or a Government Officer competent to execute Government orders declaring the properties contained in the previously registered conveyance on sale to be Government or Assigned or Endowment lands or properties not registerable by any provision of law”.

A reading of the above rule also supports the observations we have made above. It is only when a sale deed is cancelled by a competent Court that the cancellation deed can be registered and that too after notice to the concerned parties. In this case, neither is there any declaration by a competent court nor was there any notice to the parties. Hence, this Rule also makes it clear that both the cancellation deed as well as registration thereof were wholly void and non est and meaningless transactions.

34. The ratio laid down in the above decision of Apex Court is squarely applicable to the facts of the present case. Therefore, the law is very clear that when the donor executed a gift settlement deed duly registered before Sub-Register, the same is accepted by the donee, if the donor wants to cancel the

⁶ 2012 (1) ALD 90 (SC)

said gift settlement deed, he has to approach the civil Court for cancellation, questioning the alleged fraud played by the defendant No.2 but not by way of execution of revocation deeds before the Sub-Registrar. In the case on hand no notice was issued to the defendant No.2 i.e., donee before execution of revocation deeds before the sub registrar and the donor unilaterally cancelled the above gift settlement deed after a lapse 1 year from the date of registered gift settlement deed. Therefore, Ex.A-10 and Ex.A-11 revocation deeds are void and non-est.

35. The Full Bench of the Apex Court in a case of ***Veena Singh (deceased) through L.Rs vs. District Registrar and another***⁷ held as follows:

A document, once it is registered, can be cancelled or set aside only by a civil court of competent jurisdiction. Upon the registration of the sale deed on 16 April 2012, the registration authorities are rendered infructuous and would have no power to cancel registration even on the ground of fraud or other irregularities;

The Apex Court further held as follows:

.... this Court also observed that the role of the Sub-Registrar stood discharged once the document had been registered, since there is no express provision in the Registration Act which empowers him to recall the registration. This Court held:

"34. The role of the Sub-Registrar (Registration) stands discharged, once the document is registered (see Raja Mohammad Amir Ahmad Khan [State of UP. v. Raja Mohammad Amir Ahmad Khan, AIR 1961 SC 787])...There is no express provision in the 1908 Act which empowers the Registrar to recall such registration. The fact whether the document was properly presented for

⁷ (2022) 7 SCC 1

registration cannot be reopened by the Registrar after its registration. The power to cancel the registration is a substantive matter. In absence of any express provision in that behalf, it is not open to assume that the Sub-Registrar (Registration) would be competent to cancel the registration of the documents in question. Similarly, the power of the Inspector General is limited to do superintendence of Registration Offices and make rules in that behalf. Even the Inspector General has no power to cancel the registration of any document which has already been registered."

This Court observed that Section 35 of the Registration Act does not confer a quasi-judicial power on the registering officer, who is not expected to evaluate title or irregularity in the document. As such, the validity of the registered deed of extinguishment could be placed in issue only before a court of competent jurisdiction. On the above facts, this Court upheld the dismissal of the writ petition by the High Court, with an opportunity being granted to the appellant to pursue a remedy in accordance with law. Therefore, the decision in Satya Pal Anand (supra) has held that once a deed of extinguishment had been registered by the registering officer, the registering officer had no power to recall it nor was it amenable to the supervisory control of the Inspector General of Registration under Section 69 of the Registration Act.

The ratio laid down in the aforesaid case laws is squarely applicable to the present facts of the case. The law is very clear that the Sub-Registrar has no authority to entertain the revocation deeds for cancelling the registered gift settlement deed. Therefore, the registered revocation deeds said to have been executed by donor to cancel the earlier registered gift settlement deeds Ex.A-13 and Ex.A-14 are null and void and registration authority has no power to cancel the earlier registered gift settlement deeds.

36. It is also well settled that the gift once completed cannot be cancelled/revoked, subject to Section 126 of Transfer of Property Act, which provides for the circumstances under which it can be cancelled.

The donor and donee must have agreed that it shall be revocable only or in part on the happening of any subsequent event. It cannot be revoked, unilaterally at the will of the donor. In the case on hand, admittedly no notice was issued to the donee by the donor before execution of the said revocation deeds that too after 1 year of execution of registered gift settlement deeds, the donor executed a revocation deeds before the Sub-Registrar. The donor has not approached the competent Civil Court to challenge the said gift settlement deeds by saying that the donee obtained the said document by playing fraud. The Sub-Registrar entertained the said document without any authority and cancelled the said gift settlement deeds. Therefore, both the revocation deeds as well as the registration thereof was wholly void and non-est and meaningless transactions. The transfer of possession of immovable property in a registered gift deed is not sine qua non for making a valid gift, even prior to Rule 26 (i) (k) of A.P. Registration Rules 1960, the registered gift deed could not be revoked or cancelled contrary to Section 126 of Transfer of Property Act. Instead of approaching the Civil Court, the donor simply approached the Sub-Registrar that too after 1 year of execution of gift settlement deeds for revocation of registered gift settlement deeds without giving any notice to the donee i.e., plaintiff. Therefore, the said revocation deeds are nothing but a void and non-est and meaningless transactions.

37. For the aforesaid reasons, Ex.B-13 and Ex.B-14 gift deeds are valid documents and Ex.A-10 and Ex.A-11 revocation deeds said to have been executed by defendant No.1 are not valid and non-est in the eye of law.

Accordingly, point number 2 is answered by against the appellant.

38. **Point No.3:**

Whether the trial Court is justified in dismissing the suit for partition filed by the plaintiff?

In view of my findings on Point Nos.1 and 2, the trial Court is justified in dismissing the suit. The learned trial Judge, by appreciating the evidence on record in a proper manner, rightly dismissed the suit and there is no need to interfere with the findings arrived at by the trial Court in its judgment.

39. In the result, the appeal suit is **dismissed**. Considering the facts and circumstances of the case, each party do bear their own costs in the appeal.

As a sequel, miscellaneous petitions, if any, pending in the Appeal shall stand closed

V. GOPALA KRISHNA RAO, J.

Date: 25.06.2026

SRT

Whether the order is:

Speaking	—	Reasoned	Yes
Reportable	Yes	Non-reportable	—