

  
**HIGH COURT OF JUDICATURE FOR RAJASTHAN**  
**BENCH AT JAIPUR**

**S.B. Civil Writ Petition No. 3740/2022**

Metrocity Vikas Samiti, Through President, Gajanand Verma,  
Resident Of E-38, Ram Nagar Extension, Hawa Sadak, Sodala,  
Jaipur (Raj.)

-----Petitioner

Versus

1. Mahesh Kumar Jain S/o Maliram Jain, Resident Of 13/1032, Malviya Nagar, Jaipur (Raj.)
2. Jaipur Development Authority, Through Secretary, Jawahar Lal Nehru Marg, Jaipur (Raj.)
3. Dhanna Lal Raiger S/o Ramdev, Aged About 85 Years, Resident Of Raigaron Ka Mohalla, Mangyawas, Mansarovar, Jaipur.
4. Ramratan S/o Late Shri Prabhu Lal, Aged About 40 Years, Resident Of Raigaron Ka Mohalla, Mangyawas, Mansarovar, Jaipur.
5. Ramavtar S/o Late Shri Prabhu Lal Raigar, Aged About 38 Years, Resident Of Raigaron Ka Mohalla, Mangyawas, Mansarovar, Jaipur.
6. Pooran Mal S/o Shri Dhanna Lal, Aged About 58 Years, Resident Of Raigaron Ka Mohalla, Mangyawas, Mansarovar, Jaipur.

-----Respondents

Connected With

**S.B. Civil Writ Petition No. 9002/2023**

Hari Narain Sharma S/o Shri Ram Bux Sharma, Aged About 79  
Years, Resident Of 91, Sooraj Nagar (East) Civil Lines, Jaipur.

-----Petitioner

Versus

1. Jaipur Development Authority, Through Its Secretary, Jln Marg, Jaipur.
2. Metro Vikas Samiti, Through Its President Gajanand Verma, Resident Of E-38, Ram Nagar Vistar, Hawa Sadak, Sodala, Jaipur.
3. Mahesh Kumar Jain S/o Shri Mali Ram Jain, Resident Of 13/1032, Malviya Nagar, Jaipur.

----Respondents

**S.B. Civil Writ Petition No. 3691/2022**

Metrocity Vikas Samiti, Through President, Gajanand Verma,  
Resident Of E-38, Ram Nagar Extension, Hawa Sadak, Sodala,  
Jaipur (Raj.)

----Petitioner

Versus

1. Mahesh Kumar Jain S/o. Maliram Jain, Resident Of  
13/1032, Malviya Nagar, Jaipur (Raj.)
2. Jaipur Development Authority, Through Secretary,  
Jawahar Lal Nehru Marg, Jaipur (Raj.)

----Respondents

**S.B. Civil Writ Petition No. 6754/2022**

Jaipur Development Authority, Through Secretary, Jaipur  
Development Authority, Jawahar Lal Nehru Marg, Jaipur.

----Petitioner

Versus

Mahesh Kumar Jain S/o Shri Mali Ram Jain, R/o 13/1032 Malviya  
Nagar, Jaipur.

----Respondent

**S.B. Civil Writ Petition No. 6768/2022**

Jaipur Development Authority, Through Secretary, Jaipur  
Development Authority, Jawaharlal Nehru Marg, Jaipur.

----Petitioner

Versus

1. Mahesh Kumar Jain S/o Shri Mali Ram Jain, R/o 13/1032  
Malviya Nagar, Jaipur.
2. Metrocity Vikas Samiti, Through President Gajanand  
Verma, R/o E-38, Ramnagar Vistar Hawasadak, Sodala,  
Jaipur.

----Respondents

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For Petitioner(s) : Mr. Amit Kuri with  
Mr. Ayush Sharma,  
Mr. Dharma Ram and  
Ms. Nandini Mirdha for JDA  
Mr. R.K.Daga with

Mr. Rahul Singh Chauhan in CWP  
No.3740/2022  
Mr. Ajeet Kumar Bhandari, Sr. Adv.  
with  
Mr. Namo Narayan Sharma and  
Ms. Khushboo Rathore in CWP  
No.9002/2023  
Mr. A.K. Sharma, Sr. Adv. with  
Mr. Ashish Sharma in CWP  
No.3691/2022

For Respondent(s) : Mr. R.B. Mathur, Sr. Adv. with  
Mr. Sandeep Pathak,  
Mr. Manish Bhadiwal and  
Mr. Pramod Singh for respondent No.1  
in all the petitions  
Mr. Anil Mehta, Sr. Adv. with  
Mr. Yashodhar Pandey,  
Mr. Banwari Lal Sharma and  
Mr. Rahul Vishnoi in CWP  
No.3740/2022 for respondent No.2 to  
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**HON'BLE MR. JUSTICE GANESH RAM MEENA**

**Order**

Arguments concluded on	:::	February 11, 2026
Reserved on	:::	February 11, 2026
Pronounced on	:::	February 26, 2026

1. Since the issue involved in all these five writ petitions is identical and the impugned order is same, hence all these five writ petitions are being decided by a common order.

2. The facts which emerges from the pleadings are that the original appellant-Mahesh Kumar Jain filed four different appeals before the Appellate Authority, Jaipur Development Authority, Jaipur (for short, 'Appellate Tribunal,

JDA') mentioning therein that Khasra Nos. 92, 94, 95, 100 and 104/572 situated at Village Mangyawas, Tehsil Sanganer, belong to Shri. Prabhu and Shri Dhanna both sons of Shri Ramdev. The suit property was Khatedari land of Prabhu and Dhanna. On 28.06.1991, the Jaipur Development Authority (for short, 'the JDA') acquired the said land and the award with regard to the land situated in aforementioned Khasras was passed by the Land Acquisition Officer on 28.06.1991.

On 13.12.1995 the aforesaid Khatedars and Roopwas Model Grah Nirman Sehkari Samiti entered into an agreement for sale with respect to the aforesaid property for developing a housing society in the name and style of Metrocity Vikas Samiti. In the said agreement it was agreed that the aforesaid Khatedars will cooperate with the society for ensuring that the aforesaid property will be transferred in the name of the society as per law. At the time of signing of the agreement the Vikas Samiti paid the consideration amount and issued receipt to the Khatedars and physical possession of the said property was also handed over to the Vikas Samiti.

On 10.04.2002 the aforesaid Khatedars executed an agreement in favour of one Mahesh Kumar Jain with regard to the aforesaid property. As per the agreement, the Khatedars have to execute a General Power of Attorney in favour of Mahesh Kumar Jain to enable him to obtain

necessary approval from the JDA on behalf of the Khatedars. In furtherance of the aforesaid agreement, a General Power of Attorney was also executed in favour of Mahesh Kumar Jain by the recorded Khatedars.

On 11.04.2002 the aforesaid Khatedars executed a compromise / agreement in favour of the JDA in order to obtain 15% developed land in lieu of compensation for the acquired land.

On 02.08.2002 the JDA issued a reservation letter for 15 % developed land in lieu of compensation in favour of aforesaid Khatedars.

On 19.08.2002 the recorded Khatedars through a registered letter cancelled the Power of Attorney dated 12.08.2002. An information with regard to cancellation was also published in the newspaper.

On 03.09.2002 Mahesh Kumar Jain obtained unregistered lease for 15 % developed land allotted to the recorded *Khatedars* against the acquisition of the aforesaid property.

On 01.02.2003 Mahesh Kumar Jain sent a registered notice to the recorded Khatedars for execution of the lease deed in his favour stating that in case they fail to execute the sale deed in his favour, he shall file a suit for specific performance. The aforesaid Khatedars on 22.02.2003 sent reply to the legal notice dated 01.02.2003 denying

therein that there is no requirement for execution of the lease deed sought by Mahesh Kumar Jain as the agreement dated 10.04.2002 is not valid and is forged one.

On 21.10.2005 the Vikas Samiti entered into a further agreement with the recorded Khatedars for purchase of the aforesaid land. The agreement clearly states that the same was executed in furtherance of the agreement dated 13.12.1995. The Vikas Samiti in furtherance of the agreements developed the housing society and issued allotment letters to several individuals.

On 23.09.2002 the acquisition for the purposes of development of Prithvi Raj Nagar was cancelled. The said cancellation was on account of order dated 20.09.2013.

To regularize the land allotted to its members, the JDA issued public Notifications dated 04.06.2020, 15.06.2020 and 08.07.2020 which were challenged by Mahesh Kumar Jain in the appeals filed by him before the JDA Appellate Tribunal.

The JDA Appellate Tribunal vide its judgment dated 03.02.2022 allowed the appeals filed by Mahesh Kumar Jain against JDA and Vikas Samiti and set aside the public notice dated 27.04.2015 whereby the lease deeds were issued in the name of Mr. Mahesh Kumar Jain, so also the public notices dated 23.06.2015 and 11.03.2020 issued by the JDA for holding camps for regularization and so also the public

notices dated 27.04.2015 and 04.06.2020. The JDA Appellate Tribunal also set aside the order dated 27/29.04.2015 whereby the lease-deeds of plots No.B-503 and B-168 to B-175 were cancelled and directed the JDA to hand over the possession of 1.24 hectare land of the same value in any approved Scheme to the respondent/ appellant.

3. Mr. R.K. Daga counsel appearing for the petitioner in SBCWP No. 3740/2022 submitted that the Appellate Tribunal, JDA has over looked many material facts. He submitted that the original khatedars said to have executed a Power of Attorney in favour of Mr. Mahesh Kumar Jain for the limited purpose. The Power of Attorney dated 10.04.2002 was for seeking patta in the name of the khatedars for 15% developed land in lieu of their land which has been acquired but Mr. Mahesh Kumar Jain has obtained the unregistered lease deeds on 03.09.2002 in his own name, whereas even the said Power of Attorney was also cancelled by the Khatedars on 19.08.2002 and a registered letter was also sent to Mr. Mahesh Kumar Jain and there was a public notice in the newspaper to that effect but even then he proceeded to obtain the unregistered lease deeds without any authority. Counsel further submitted that de-acquisition of the land acquired was made on 23.09.2002 and Mr. Mahesh Kumar Jain sent a legal notice to the Khatedars on 01.02.2003 for executing the sale deeds and also stated that in case the

Khatedars fail to executed the sale deeds, he shall file a suit for specific performance. Meaning-therby, till 01.02.2003 Mr. Mahesh Kumar Jain was not having any right over the land in question. Counsel further submitted that a criminal case was also lodged against Mr. Mahesh Kumar Jain and when he preferred a criminal misc. petition under section 482 CrPC, the khatedars submitted an affidavit that they have no concern with Mr. Mahesh Kumar Jain as regards the land in question. He further submitted that the alleged unregistered lease deeds dated 03.09.2002 were cancelled by the JDA as they were not in accordance with law. Counsel further submitted that the document on the basis of which Mr. Mahesh Kumar Jain is claiming the rights over the land in question, were sent to the Forensic Science Laboratory for report about the signatures of the Khatedars and a report was received that the signatures of the khatedars on such documents are forged. It has also been submitted by the counsel that non-impleadment of khatedars in the appeal filed by Mahesh Kumar Jain before the JDA speaks of his ill intention. He also submitted that the khatedars at various stages have mentioned the fact that they have sold the land to Roopwas Model Grah Nirman Sahakari Samiti for a residential scheme.

4. Learned counsel appearing for the petitioner in SBCWP No. 9002/2003 in addition to the submissions made

by the counsel for the petitioner in SBCWP No. 3740/2022, has submitted that the khatedars sold their land to Roopwas Model Grah Nirman Sahakari Samiti and thereafter the Society has developed the Metrocity Residential Scheme, wherein the petitioner has also been allotted a plot and he is entitled for regularization of the plot and possession. Counsel also submitted that as per the provisions of Rule 26 of the Rajasthan Improvement Trust (Disposal of Urban Land) Rules, 1974 (for short 'the Rules of 1974'), the lease deeds should have been stamped and registered. He further submitted that the alleged lease deeds in favour of Mr. Mahesh Kumar Jain are unregistered and he cannot claim any right on the basis of such unregistered lease deeds.

5. Mr. A.K. Sharma, Senior Advocate assisted by Mr. Ashish Sharma in SBCWP No.3691/2022 appearing for the petitioner in addition to the arguments submitted by the counsel appearing for the petitioners in earlier two petitions submitted that the Appellate Tribunal, JDA, has taken a contrary view as regards application of section 42B of the Rajasthan Tenancy Act, 1955 (for short 'the Act of 1955') as the original khatedars belong to the Scheduled Caste Category. He submitted that the finding of the Tribunal is that the Society is not Member of the Scheduled Caste Category and the transfer of the land by the original khatedars in favour of the Society is hit by section 42B of the Rajasthan

Tenancy Act but on the other hand has failed to notice that Mr. Mahesh Kumar Jain is also not a member of the Schedule Caste Category in relation to whom the Tribunal has not made any observation as regards the prohibition of section 42B of the Act of 1955. He further submitted that the view of the Tribunal is contrary for two similarly situated parties. He also submitted that an FIR was also registered against Mr. Mahesh Kumar Jain, wherein the police after investigation submitted the charge-sheet and the cognizance has been taken against him as regards the allegations of forgery. He further submitted that the Power of Attorney on the basis of which Mr. Mahesh Kumar Jain is claiming the rights over the land, has already been cancelled by the khatedars in view of the forgery committed by him. He has also referred the reply submitted by the JDA wherein the JDA has admitted this fact that the JDA has issued the public notice for regularization of the land in question to the plot-holders treating it to be the government land as no-one can made claim over the land in question as any transfer of the land in the name of any person who is not a member of the Scheduled Caste Category is prohibited in view of section 42B of the Act of 1955.

6. Learned counsel appearing for the JDA in SBCWP No. 6754/2022 additionally submitted that the order of the Appellate Tribunal, JDA, is without jurisdiction as Mr. Mahesh Kumar Jain is claiming rights for the acquired land of the

khatedars. He further submitted that the Appellate Tribunal, JDA, has no authority to adjudicate the validity of the agreements. It is also submitted by the counsel that the Appellate Tribunal, JDA has no jurisdiction to entertain the appeal as regards the acquired land as the acquired land is not covered under section 54 of the Jaipur Development Authority Act, 1982 (for short 'the Act of 1982'). It is also submitted by the counsel appearing for the JDA that the JDA has proceeded for regularization of the land in the name of the plot holders in view of various circulars issued by the State Government. He has also submitted that the JDA has failed to consider the application filed under Order 1 Rule 10 CPC and the fact that the khatedars who are the necessary parties, have not been impleaded as party respondents in the appeal filed by Mr. Mahesh Kumar Jain and therefore, the appeal should have been dismissed for non-joinder of the necessary party. It is further submitted by the counsel appearing for the JDA that in lieu of the acquired land of the khatedars, a reservation letter was issued in the name of the khatedars only. He has also referred Rule 20 of the Rules of 1974 and further submitted that as per the provisions of Rule 26 of the Rules of 1974, the lease deed, which is not registered, is not admissible in evidence. He has also referred Rule 31 of the Rules of 1974 as regards the regularization and further submitted that the khatedars have never objected

the act of the JDA for proceedings of regularization of the plots in favour of plot-holders.

7. Mr. Anil Mehta, Senior Advocate assisted by Mr. Yashodhar Pandey, Mr. Banwari Lal Sharma and Mr. Rahul Vishnoi, in SBCWP No. 3740/2022 appearing for the respondents No.3 to 6, who have been arrayed as respondents vide order dated 03.04.2024 on an application filed by them under Order 1 Rule 10 CPC submitted that the alleged lease deeds were sought by Mr. Mahesh Kumar Jain on the basis of forged consent letter. He further submitted that on the one hand Mr. Mahesh Kumar Jain said to have obtained the lease deeds on 03.09.2002 on the basis of the consent letters of the khatedars but on the other hand he is also serving a legal notice to the khatedars on 01.02.2003 for a suit for specific performance of the agreement dated 10.04.2002, which clearly speaks in volume about the forgery committed by him in getting unregistered lease deeds of the land of the khatedars. He submitted that if Mr. Mahesh Kumar Jain was legally issued the lease deeds on 03.09.2002 then what was the occasion for him to serve a legal notice for suit for specific agreement of the contract agreement dated 10.04.2002 which shows that the alleged lease deeds are forged and invalid. He further submitted that in response to the legal notice dated 01.02.2003, the khatedars replied and denied the fact of the agreement. He also referred that in the

appeal Mr. Mahesh Kumar Jain has not challenged the order of the cancellation of the lease deeds but only has challenged the public notice issued by the JDA for regularization. It is also submitted that the khatedars have also received the consideration for the land in question.

8. Mr. R.B. Mathur, Senior Advocate with Mr. Sandeep Pathak, Mr. Manish Bhadiwal and Mr. Pramod Singh appearing for Mahesh Kumar Jain submitted that the land was acquired in the year 1991 and by an agreement dated 13.12.1995 the khatedars alleged to have sold the land to the Roopwas Model Grah Nirman Sahakari Samiti but the said agreement is notarized by one Mr. Anil Kumar Jain who on the said date was not appointed as a Notary Public. He further submitted that the another agreement is said to have been executed on 21.10.2005 in favour of the Samiti which is also notarized by the same Notary Public Mr. Anil Kumar Jain. He submitted that Mr. Anil Kumar Jain became Notary Public on 11.05.2004. He submitted that it seems that the first agreement is an agreement prepared in a back date. It is also submitted by the counsel appearing for Mr. Mahesh Kumar Jain that the Metrocity Vikas Samiti has been constituted in the year 2017 and therefore, the said Vikas Samiti has no locus to file the petition. He further submitted that in a public notice dated 27.04.2015 the name of Mr. Mahesh Kumar Jain appears as lease deed holder. He has also submitted that the

original khatedars executed a Power of Attorney and so also the agreement. He further submitted that the original khatedars have given a consent letter in favour of Mr. Mahesh Kumar Jain for receiving the lease deeds for the land in question. Counsel also submitted that this Court under Article 227 of the Constitution of India has limited scope.

9. Considered the submissions made by the counsels appearing for the respective parties and also perused the material available on record.

10. Mr. Mahesh Kumar Jain is said to have obtained the alleged lease deeds dated 03.09.2002 which are unregistered and on the basis of alleged Power of Attorney dated 02.08.2002 and the consent letter dated NIL. It has come on record that the alleged Power of Attorney dated 10.04.2002 (Annex.4 in CWP No.3740/2022) was cancelled on 19.08.2002 for which a registered letter was sent to him and a notice was also published in the newspapers (Annex.9 in CWP No.3740/2022). Mr. Mahesh Kumar Jain also said to have issued a legal notice to the khatedars for execution of the lease deeds and for specific performance of the agreement dated 10.04.2002 and the said notice was replied by the khatedars denying the agreement. Once the Power of Attorney, said to have been executed by the khatedars in favour of Mr. Mahesh Kumar Jain, has been cancelled and lateron he has also issued a legal notice on 01.02.2003 as

regards the performance of the agreement dated 10.04.2002, it could not be believed in a normal circumstances that some lease deed was already issued in his favour on 03.09.2002 because if any lease deed has been issued in his favour then there was no occasion for him to issue a legal notice for specific performance of the agreement and creates doubt about the authenticity of the lease deeds dated 03.09.2002 and thus, the JDA rightly cancelled the lease deeds.

11. Mr. Mahesh Kumar Jain is said to have obtained the unregistered lease deeds on the basis of the consent letters of the khatedars. It has come on record that the signatures on the alleged consent letters have been found to be forged when they were sent to the Forensic Science Laboratory for verification. The lease deeds on the basis of which Mr. Mahesh Kumar Jain is claiming the rights are dated 03.09.2002 and they are unregistered. As per provisions of Rule 26 of the Rules of 1974, the lease deeds must be registered.

12. Rules 20, 26 and 31 of the Rules of 1974 are quoted as under:-

**"20. Grant of sale deed.** - Sale deed for the land shall be executed by the Municipal Board/Council/Corporation when the purchaser allottee, deposit the full cost of land. The possession of the land shall be handed over only when sale deed has been issued to the purchaser/allottee by the concerned Municipality.

**26. Documentary evidence of transfer of land.** - For every transfer of land and conversion of tenure and status of land from lease hold basis to

*free hold basis under these rules a document evidencing the same shall be prepared in appropriate form, as may be specified by the State Government on the Stamps provided by the allottee, purchaser or person who has applied for conversion of status of land, which shall be signed for and on behalf of the Governor of the State by the Chairperson and Executive Officer of the Board. The deed so executed shall be got registered, at the expenses of the person in whose favour such deed is executed, within four months of execution of such deed.*

**31. Sale or disposal of Municipal land.** - *The procedure for sale or disposal of municipal or other lands vesting in or belonging to the Board not covered by these rules shall be the same as provided under these rules."*

In view of the aforesaid rules, the alleged lease deeds on the basis of which Mr. Mahesh Kumar Jain is claiming his rights, cannot be said to be the legally valid evidence for the same.

13. The facts on record of the case speak that the land was acquired and there was a Power of Attorney executed by the khatedars in favour of Mr. Mahesh Kumar Jain. The scope of the Power of Attorney was not to make transfer of land in his name or to get the lease deeds of the land in favour of him. After acquisition of the land of the khatedars, a reservation letter for 15% developed land was issued in favour of the khatedars and the lease deeds of the said land could only be issued in favour of the khatedars but in the present case Mr. Mahesh Kumar Jain is said to have obtained the unregistered lease deeds in his name of the land for

which the reservation letter was issued by the JDA in the names of the khatedars on the basis of the alleged consent letter of the khatedars. The signatures of the khatedars on the alleged consent letter have been found to be forged.

14. No law permits transfer of land or the property other than the mode specified in the Jaipur Development Authority Act of 1982 or the Transfer of Property Act, 1882 or any other law. In the present case, Mr. Mahesh Kumar Jain, got the unregistered lease deeds in his favour of the land for which a reservation letter was issued in the names of the khatedars and this kind of transfer is not permissible.

15. The learned Appellate Tribunal, JDA, has not accepted the claim of Metrocity Vikas Samiti on the count that at the time of alleged agreement in favour of Roopwas Model Grah Nirman Sahakari Samiti, the land in question was an agricultural land and in view of section 42B of the Act of 1955, the same cannot be transferred but has failed to appreciate that Mr. Mahesh Kumar Jain by filing the appeal has challenged the public notice for regularization of the plots in favour of the plot holders and at the relevant time the land vested in the Government/ JDA and the JDA under the scheme of regularization made by the government under various circulars has proceeded for regularizing the plots. Since at the time of the issuance of the public notice for regularizing the land vested in the State Government, the

provisions of section 42B of the Act of 1955 could not be attracted. The learned Appellate Tribunal, JDA has failed to appreciate the fact that Mr. Mahesh Kumar Jain is not having any vested right over the land in question on the basis of the unregistered lease deeds which have also been cancelled by the JDA and no prayer has been made in the appeal for setting aside the cancellation of the lease deeds. Mr. Mahesh Kumar Jain has only challenged the public notice for regularization and that too on the basis of any legal valid document.

16. This Court also finds some substance in the submissions of the counsel appearing for the JDA that the Appellate Tribunal, JDA has no competence to adjudicate the validity of the agreements in between the parties. It is only the Civil Court which can adjudicate the issue of validity of the agreements. In view of this Court, the learned Appellate Tribunal, JDA, has made observations as regards the validity of the agreements beyond its jurisdiction.

17. By filing the appeals Mr. Mahesh Kumar Jain has challenged the notice dated 27.04.2015 and so also the public notice issued by the JDA for holding the camp for regularization of the possession of the plot holders. Mr. Mahesh Kumar Jain has made a challenge to the notice dated 27.05.2015 whereby the alleged lease deeds said to have been issued by the JDA in his favour has been cancelled as

same were not in consonance with the Rules of 1974 and the same has been obtained by submitting the forged letters of the khatedars. A consent letter does not create any right in favour of any person. Any transfer of the property has to be in accordance with the procedure and by legally valid documents under the provisions of law like lease deed, lease, allotment etc. The Appellate Tribunal, JDA has failed to appreciate this material fact that the alleged lease deeds in favour of Mr. Mahesh Kumar Jain are not in accordance with law and therefore, same are void ab initio and does not create any right in his favour.

18. Learned counsel appearing for the respondent/appellant has raised an issue that in exercise of powers under Article 227 of the Constitution of India, the Court cannot interfere in the order passed by the Appellate Tribunal, JDA as the grounds raised in the writ petitions are not covered under Article 227 of the Constitution of India. Article 227 of the Constitution of India provides for supervision of the High Court over the Subordinate Courts. The writ petitions have been filed against the order passed by the Appellate Tribunal, JDA, and therefore, the High Court is competent to make scrutiny of the orders passed by the Appellate Tribunal, JDA

19. On perusal of the findings and the observations of the Appellate Tribunal, JDA, the Court finds that various observations are contrary to each other. The Appellate

Tribunal, JDA has passed the order in favour of Mr. Mahesh Kumar Jain by holding his claim over certain plots which were said to have been given to him in lieu of 15% developed land for which the reservation letters were issued in favour of the original khatedars i.e. Prabhu and Dhanna. Until and unless the lease deeds are issued in favour of the khatedars in furtherance of the reservation letters, there cannot be any transfer of any rights of the khatedars. Mr. Mahesh Kumar Jain is claiming that the JDA has issued the lease deeds for 15% developed land to be given to the khatedars for their acquired land and for which reservation letters were also issued. The JDA said to have issued the alleged unregistered lease deeds on the basis of consent letter submitted by Mr. Mahesh Kumar Jain. The signatures of the khatedars on the said consent letters were found to be forged and therefore, Mr. Mahesh Kumar Jain cannot claim any right over the land to be given to the khatedars on the basis of such forged consent letter. The findings of the Appellate Tribunal, JDA that on the basis of the agreements and consent letters of the Khatedars namely; Prabhu and Dhanna, the lease deeds of nine plots were issued in favour of Mr. Mahesh Kumar Jain and therefore Mr. Mahesh Kumar Jain has full rights over the said land. The learned Appellate Tribunal, JDA has failed to appreciate the conferment of the rights of Mr. Mahesh Kumar Jain over the land in question. Thus, in the light of the

observations of the Hon'ble Apex Court in the case of **Ramesh Chand (D) Thr. Lrs. v. Suresh Chand & Anr., reported in 2025 SCC OnLine SC 1879** the findings of the Appellate Tribunal, JDA are perverse and contrary to law.

20. In case of **Ramesh Chand (D) Thr. Lrs. (supra)**, the Hon'ble Apex Court observed as under :-

**"General Power of Attorney**

**18.** A power of attorney is a creation of an agency whereby the grantor authorizes the grantee to do the acts specified therein, on behalf of grantor, which when executed will be binding on the grantor as if done by him. It is revocable or terminable at any time unless it is made irrevocable in a manner known to law. A General Power of Attorney does not ipso facto constitute an instrument of transfer of an immovable property even where some clauses are introduced in it, holding it to be irrevocable or authorizing the attorney holder to effect sale of the immovable property on behalf of the grantor. It would not ipso facto change the character of the document transforming it into a conveyance deed.

**19.** A power of attorney is not a sale. A sale involves transfer of all the rights in the property in favour of the transferee but a power of attorney simply authorises the grantee to do certain acts with respect to the property including if the grantor permits to do certain acts with respect to the property including an authority to sell the property.

**20.** In the case of *State of Rajasthan v. Basant Nahata*, it was held that:

**"13.** A grant of power of attorney is essentially governed by Chapter X of the Contract Act. By reason of a deed of power of attorney, an agent is formally appointed to act for the principal in one transaction or a series of transactions or to manage the affairs of the principal generally conferring necessary authority upon another person. A deed of power of attorney is executed

*by the principal in favour of the agent. The agent derives a right to use his name and all acts, deeds and things done by him and subject to the limitations contained in the said deed, the same shall be read as if done by the donor. A power of attorney is, as is well known, a document of convenience.*

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*52. Execution of a power of attorney in terms of the provisions of the Contract Act as also the Powers of Attorney Act is valid. A power of attorney, we have noticed hereinbefore, is executed by the donor so as to enable the donee to act on his behalf. Except in cases where power of attorney is coupled with interest, it is revocable. The donee in exercise of his power under such power of attorney only acts in place of the donor subject of course to the powers granted to him by reason thereof. He cannot use the power of attorney for his own benefit. He acts in a fiduciary capacity. Any act of infidelity or breach of trust is a matter between the donor and the donee."*

**21.** *Further, the position of a power of attorney with respect to conferment of title was explained by this Court in the case of Suraj Lamp (supra), thus:*

*"20. A power of attorney is not an instrument of transfer in regard to any right, title or interest in an immovable property. The power of attorney is creation of an agency whereby the grantor authorises the grantee to do the acts specified therein, on behalf of grantor, which when executed will be binding on the grantor as if done by him (see Section 1-A and Section 2 of the Powers of Attorney Act, 1882). It is revocable or terminable at any time unless it is made irrevocable in a manner known to law. Even an irrevocable attorney does not have the effect of transferring title to the grantee."*

**22.** *Having discussed the position of law, it is essential to peruse the recitals of the General Power of Attorney, which is on record and pressed into*

*service by plaintiff. The said GPA merely authorises the grantee to manage the affairs of the suit property, which includes the power to let out the property on rent, and create a mortgage of the same, etc. However, it is silent on the aspect of conveyance. Be that as it may. The recitals of the power of attorney would indicate the intent of the grantor is to limit the powers of the grantee to only manage the suit property, and not to create any interest in his favour, which is in consonance with the settled position of law as discussed above that a power of attorney is an agency by which the agent derives the authority or the right to enter into transactions on behalf of the principal. Even if we accept the validity of the Power of Attorney in favour of the plaintiff, still it does not confer a valid title on him with respect to the suit property."*

21. The Hon'ble Apex Court in para Nos.16 & 17 of the said judgment further observed as under :-

**"16.** xxxx

*19. Any contract of sale (agreement to sell) which is not a registered deed of conveyance (deed of sale) would fall short of the requirements of Sections 54 and 55 of the TP Act and will not confer any title nor transfer any interest in an immovable property (except to the limited right granted under Section 53-A of the TP Act). According to the TP Act, an agreement of sale, whether with possession or without possession, is not a conveyance. Section 54 of the TP Act enacts that sale of immovable property can be made only by a registered instrument and an agreement of sale does not create any interest or charge on its subject-matter."*

**17.** *In the instant matter, undisputedly plaintiff claims that there is only an agreement to sell, and there is no sale deed executed in his favour by the father. As per the settled position of law, this document does not confer a valid title on the plaintiff as it is not a deed of conveyance as per Section 54 of the TP Act. At best, it only enables the plaintiff to seek for specific performance for the*

*execution of a sale deed and does not create an interest or charge on the suit property.”*

In view of the aforesaid observations of the Hon'ble Apex Court, the petitioner cannot claim any right over the land-in-question and certainly it is for the Jaipur Development Authority to dispose of the land-in-question as per the Government notifications and circulars.

22. In view of the discussion made above, the order of the Appellate Tribunal, Jaipur Development Authority, Jaipur, dated 03.02.2002 is not sustainable and deserves to be set aside.

23. Accordingly, all the writ petitions are allowed and the order dated 03.02.2022 passed by the Appellate Tribunal, Jaipur Development Authority, Jaipur, is set aside.

24. The appeal Nos. 551/2015, 260/2015, 174/2020 and 180/2020, filed by the respondent-appellant before the Appellate Tribunal, Jaipur Development Authority, Jaipur are hereby dismissed.

25. In view of the order passed in the main petitions, the stay application and pending application/s, if any, also stand disposed of.

26. The Registry is directed to place a copy of this order in connected petitions.

**(GANESH RAM MEENA),J**

**Sharma NK/Dy. Registrar**