



IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C). No. 33465 of 2025

(An application under Articles 226 and 227 of Constitution of India)

Siba Prasad Singh **Petitioner**

-Versus-

**District Sub- Registrar,
Khurdha & Anr.** **Opposite Parties**

For Petitioners : Mr. B. Baug, Sr. Advocate
with M/s. M.R. Baug, G.R. Sahoo,
& H. Sahu, Advocates

For Opp. Parties : Mr. S.N Patnaik,
Addl. Government Advocate

CORAM:

JUSTICE SASHIKANTA MISHRA

JUDGMENT
22nd May, 2026

SASHIKANTA MISHRA, J. The petitioner seeks to challenge the order dated 15.01.2025 passed by the District Sub-Registrar, Khordha at Bhubaneswar under Section 71 of the Registration Act, 1908 refusing registration of the deed of cancellation of General Power of Attorney and the appellate order dated



09.09.2025 passed by the Addl. District Magistrate-cum-District Registrar, Khordha in Registration Appeal No.4 of 2025 affirming the order of refusal and directing the petitioner to approach the competent Civil Court in respect of cancellation of the General Power of Attorney.

2. The facts of the case, briefly stated, are that the petitioner is the owner in possession of the land appertaining to Plot No.17 under Khata No.2692 of Mouza-Nayapalli measuring Ac.0.320 decimals classified as Gharabari land. In order to develop the land, he executed a registered General Power of Attorney dated 20.12.2021 in favour of Akruti City Centre Properties Private Limited represented through its Director Smt. Kadambini Sahoo authorizing the attorney holder to undertake development activities over the property. Development agreement was also executed between the parties in respect of same land.

It is stated that despite execution of the documents, the attorney holder failed to undertake any developmental activity over the land and remained inactive for a considerable period. The petitioner therefore, issued a legal



notice dated 06.05.2023 intimating the attorney holder of cancellation of the Power of Attorney and called upon the attorney holder to cooperate for cancellation. Since the attorney holder did not respond to the notice, the petitioner executed a deed of cancellation of the General Power of Attorney and presented the same before the District Sub-Registrar, Khordha at Bhubaneswar for registration. However, the registering authority refused registration of deed of cancellation of the General Power of Attorney.

Being aggrieved by the refusal, the petitioner approached this Court in W.P.(C) No.25287 of 2023 and this Court directed the registering authority either to register the document or to pass an order under Section 71 of the Registration Act assigning reasons for refusal. Pursuant thereto, the District Sub-Registrar passed order dated 12.09.2023 refusing registration on the ground that the Power of Attorney was governed by Section 202 of the Indian Contract Act and could not be unilaterally cancelled. The petitioner thereafter preferred appeal under Section 72 of the Registration Act before the ADM-cum-District Registrar, Khordha being Registration



Appeal No.06 of 2023. The appellate authority, by order dated 30.11.2024 set aside the order of refusal and remitted the matter to the District Sub-Registrar for fresh consideration.

Upon remand, the District Sub-Registrar again refused registration by order dated 15.01.2025 holding inter alia that the Power of Attorney was executed by both parties in connection with development of the property and contained clauses relating to construction and sale of super built-up area and, therefore, unilateral cancellation is not permissible. Challenging the said order, the petitioner preferred Registration Appeal No.4 of 2025 before the Addl. District Magistrate-cum-District Registrar, Khordha, who, by order dated 09.09.2025 dismissed the appeal and affirmed the order of refusal observing that the petitioner may approach the competent Civil Court for appropriate relief. Said orders are impugned in the present writ petition.

3. Heard Mr. B. Baug, learned Senior Counsel with Mr. G.R. Sahoo, learned counsel for the petitioner and Mr. S.N. Patnaik, learned Additional Government Advocate for the State-Opposite Parties.



4. Mr. Baug would argue that the District Registrar have illegally refused to register the deed of cancellation on the ground that the General Power of Attorney was irrevocable and coupled with interest under Section 202 of the Indian Contract Act, 1872. According to him, the Power of Attorney is only a General Power of Attorney and not an irrevocable Power of Attorney. He argues that the attorney holder had no independent interest over the land and, therefore, the Power of Attorney cannot be said to be one coupled with interest so as to attract Section 202 of the Contract Act. He also submits that the provision is not mandatory in nature and, in any event, has no application to the facts of the present case.

Mr. Baug also argues that the attorney holder had not exercised any power conferred under the General Power of Attorney and no developmental activity whatsoever had been undertaken pursuant thereto. The petitioner, being the principal, had issued notice dated 06.05.2023 intimating revocation of the Power of Attorney in compliance with Section 206 of the Contract Act. Referring to Sections 205, 207 and 208 of the Contract Act, he submits that the authority of a principal



to revoke a Power of Attorney is recognized in law and such revocation may either be express or implied. According to him, if by such revocation the agent suffers any loss, the remedy available to the agent is only to claim compensation under Section 205 of the Contract Act.

He also contends that Section 22-A of the Registration Act (Odisha Amendment) does not prohibit unilateral cancellation of a Power of Attorney and that the registering authority, having no adjudicatory power, cannot examine the validity or enforceability of the underlying transaction while considering registration of the deed of cancellation.

On the question of maintainability of the writ application on the face of availability of alternative remedy, Mr. Baug submits that the remedy under Section 77 of the Registration Act is only optional and does not bar exercise of writ jurisdiction.

To buttress his argument Mr. Baug has relied on the following judgments:

- ***K. Gopi v. Sub- Registrar and Ors.,(2026) 2 SCC 696***



- ***Thankamma George v. Lily Thomas and Anr., 2024 (7) SCALE 406***
- ***L. Chandra Kumar v. Union of India & Ors. , (1997) 3 SCC 261***
- ***State of U.P and Ors. V. M/s Indian Hume Pipe Co. Ltd., (1977) 2 SCC 724***
- ***M/s Godrej Sara Lee Ltd. V. The excise and Taxation Officer- Cum- Assessing Authority & Ors., (2023 (2) SCALE 361***
- ***Santosh Kumar Routray (dead) after him Prasana Kumar Routray v. State of Orissa & Ors.,2014 (II) OLR 305***

5. Per contra, Mr. Patnaik would submit that the General Power of Attorney in question was not just a mere agency simpliciter, but was executed in connection with a development agreement conferring certain rights upon the developer in respect of construction and sale of super built-up area over the property. According to him, the recitals of the document clearly show that the Power of Attorney was coupled with interest and, therefore, attracted Section 202 of the Indian Contract Act, 1872, which prohibits unilateral revocation of documents to the prejudice of the agent's interest. He further submits that the District Sub-Registrar, while exercising power under Section 71 of the Registration Act was justified in refusing registration of the deed of cancellation inasmuch as registration of a unilateral cancellation deed affecting vested contractual rights would itself be contrary to law.



Mr. Patnaik also argues that disputed questions relating to validity, termination and enforceability of the development agreement and the Power of Attorney involve adjudication of civil rights, which can be decided only by the competent Civil Court. The appellate authority, therefore, rightly relegated the petitioner to seek redressal before the Civil Court

He also submits that in view of availability of alternative remedy under Section 77 of Act, the writ petition may not be entertained.

6. Having regard to the contentions raised, it is evident that the first point that arises for consideration is maintainability of the writ application on the ground of availability of alternative remedy. It has been argued by Mr. Patnaik that Section 77 provides remedy to a person aggrieved by the order passed under Section 72 of the Act to file a suit before the competent Civil Court and therefore, challenging the said order before this Court invoking its writ jurisdiction is not permissible.



7. For immediate reference, Section 77 is reproduced below:-

“77. Suit in case of order of refusal by Registrar.—(1) Where the Registrar refuses to order the document to be registered, under section 72 or a decree section 76, any person claiming under such document, or his representative, assign or agent, may, within thirty days after the making of the order of refusal, institute in the Civil Court, within the local limits of whose original jurisdiction is situate the office in which the document is sought to be registered, a suit for a decree directing the document to be registered in such office if it be duly presented for registration within thirty days after the passing of such decree.

(2) The provisions contained in sub-sections (2) and (3) of section 75 shall, mutatis mutandis, apply to all documents presented for registration in accordance with any such decree, and, notwithstanding anything contained in this Act, the documents shall be receivable in evidence in such suit.”

8. Undoubtedly, the petitioner is aggrieved by order passed by the District Registrar passed under Section 72 of the Act confirming the order passed by the Registering Officer under Section 71 of the Act. So, ordinarily further challenge to such order can only be by way of a suit before the civil Court. It is well settled that availability of alternative remedy cannot always be a bar to entertaining the writ application. In this context, the judgment of the Supreme Court rendered in the case of ***M/s Godrej Sara Lee Ltd. (Supra)*** can be referred to.



On the question of exercise of writ powers conferred by Article 226 of the Constitution, the Supreme Court inter alia held as follows:-

“4. Before answering the questions, we feel the urge to say a few words on the exercise of writ powers conferred by article 226 of the Constitution having come across certain orders passed by the High Courts holding writ petitions as "not maintainable" merely because the alternative remedy provided by the relevant statutes has not been pursued by the parties desirous of invocation of the writ jurisdiction. The power to issue prerogative writs under article 226 is plenary in nature. Any limitation on the exercise of such power must be traceable in the Constitution itself. Profitable reference in this regard may be made to article 329 and ordainments of other similarly worded articles in the Constitution. Article 226 does not, in terms, impose any limitation or restraint on the exercise of power to issue writs. While it is true that exercise of writ powers despite availability of a remedy under the very statute which has been invoked and has given rise to the action impugned in the writ petition ought not to be made in a routine manner, yet, the mere fact that the petitioner before the High Court, in a given case, has not pursued the alternative remedy available to him/it cannot mechanically be construed as a ground for its dismissal. It is axiomatic that the High Courts (bearing in mind the facts of each particular case) have a discretion whether to entertain a writ petition or not. One of the self-imposed restrictions on the exercise of power under article 226 that has evolved through judicial precedents is that the High Courts should normally not entertain a writ petition, where an effective and efficacious alternative remedy is available. At the same time, it must be remembered that mere availability of an alternative remedy of appeal or revision, which the party invoking the jurisdiction of the High Court under article 226 has not pursued, would not oust the jurisdiction of the High Court and render a writ petition "not maintainable". In a long line of decisions, this court has made it clear that availability of an alternative remedy does not operate as an absolute bar to the "maintainability" of a writ petition and that the rule,



which requires a party to pursue the alternative remedy provided by a statute, is a rule of policy, convenience and discretion rather than a rule of law. Though elementary, it needs to be restated that "entertainability" and "maintainability" of a writ petition are distinct concepts. The fine but real distinction between the two ought not to be lost sight of. The objection as to "maintainability" goes to the root of the matter and if such objection were found to be of substance, the courts would be rendered incapable of even receiving the lis for adjudication. On the other hand, the question of "entertainability" is entirely within the realm of discretion of the High Courts, writ remedy being discretionary. A writ petition despite being maintainable may not be entertained by a High Court for very many reasons or relief could even be refused to the petitioner, despite setting up a sound legal point, if grant of the claimed relief would not further public interest. Hence, dismissal of a writ petition by a High Court on the ground that the petitioner has not availed the alternative remedy without, however, examining whether an exceptional case has been made out for such entertainment would not be proper."

[Emphasis added]

9. It has been further held that if the controversy involved is purely legal in nature without involving disputed questions of fact, the writ Court can interfere. The following observations in **Godrej Sara Lee Ltd. (Supra)** are noteworthy:

*"8. That apart, we may also usefully refer to the decisions of this Court reported in (1977) 2 SCC 724 (State of U. P. v. Indian Hume Pipe Co. Ltd.)** and (2000) 10 SCC 482 (Union of India v. State of Haryana). What appears on a plain reading of the former decision is that whether a certain item falls within an entry in a sales tax statute, raises a pure question of law and if investigation into facts is unnecessary, the High Court could entertain a writ petition in its discretion even though the alternative remedy was not availed of ; and, unless exercise of discretion is shown to be unreasonable or perverse, this Court would not interfere. In the latter decision, this court found the*



issue raised by the appellant to be pristinely legal requiring determination by the High Court without putting the appellant through the mill of statutory appeals in the hierarchy. What follows from the said decisions is that where the controversy is a purely legal one and it does not involve disputed questions of fact but only questions of law, then it should be decided by the High Court instead of dismissing the writ petition on the ground of an alternative remedy being available."
[Emphasis added]

10. It is not necessary to multiply authorities on this point. Having held so, it is now required to be examined whether the present writ petition involves a pure question of law or disputed questions of fact.

11. The petitioner's request for registration of the deed of cancellation of the General Power of Attorney was refused by the Registering Officer referring to the provisions contained under Section 202 of the Contract Act. It has been argued that the said provision is not applicable as the instrument in question is merely a General Power of Attorney and no interest in the property was ever created in favour of the agent. It has also been contended that the Registering Officer does not possess powers akin to an adjudicating authority to decide the validity, enforceability or legal effect of the Power of Attorney or the development agreement.



12. As already stated, the registering authority refused registration of the deed of cancellation firstly, on the ground that the same was unilateral and secondly, on the ground that the instrument created interest in favour of the agent within the meaning of Section 202 of the Contract Act. The appellate authority also reiterated the same grounds besides referring to the clarification issued by the Inspector General of Registration vide letter dated 29.03.2022 and the provisions of the Specific Relief Act.

13. It would be apt to first refer to the relevant provisions of the Indian Contract Act. Chapter X deals with agency. Section 186 provides that the authority of an agent may be expressed or implied. In the present case, the petitioner executed the registered General Power of Attorney in favour of the agent. Revocation of the authority so granted is governed by Section 201, which is reproduced below:-

“ 201. Termination of agency.—An agency is terminated by the principal revoking his authority; or by the agent renouncing the business of the agency; or by the business of the agency being completed; or by either the principal or agent dying or becoming of unsound mind; or by the principal being adjudicated an insolvent under the provisions of any Act for the time being in force for the relief of insolvent debtors.”



14. Section 205 provides for compensation for revocation and Section 206 provides for notice of revocation. Section 207 provides that revocation can either be express or implied. For immediate reference the relevant provisions are reproduced below:-

“205.Compensation for revocation by principal, or renunciation by agent.—Where there is an express or implied contract that the agency should be continued for any period of time, the principal must make compensation to the agent, or the agent to the principal, as the case may be, for any previous revocation or renunciation of the agency without sufficient cause.

206. Notice of revocation or renunciation.—Reasonable notice must be given of such revocation or renunciation, otherwise the damage thereby resulting to the principal or the agent, as the case may be, must be made good to the one by the other.

207.Revocation and renunciation may be expressed or implied.—Revocation and renunciation may be expressed or may be implied in the conduct of the principal or agent respectively.”

15. Mr. Baug has referred to the notice dated 06.05.2023 issued by the petitioner to argue that the agency stood revoked in terms of Sections 205, 206 and 207 of the Contract Act. However, except making a statement that notice was issued, there is actually no averment in the pleadings or material before this Court to show as to when such notice was served upon the attorney holder, if at all. Section 206 of the Contract



Act provides a statutory mandate requiring reasonable notice before revocation of agency. Therefore, whether reasonable notice was in fact given to the attorney holder prior to unilateral cancellation of the Power of Attorney itself becomes a disputed question of fact requiring adjudication.

16. Further, the petitioner has stated in the deed of cancellation as well as in the writ petition that no developmental activity had been undertaken by the attorney holder pursuant to execution of the development agreement and the General Power of Attorney. Such statements are unilateral in nature. This Court cannot proceed merely on the basis of such averments and on the presumption that no work had in fact been undertaken pursuant to the agreement without affording opportunity to the attorney holder to place its stand on record. Whether possession had been delivered, whether preparatory steps for development had been undertaken, whether rights had crystallized in favour of the developer and whether the developer had acted upon the authority granted are all matters which require factual



determination upon consideration of rival pleadings and appreciation of evidence.

17. This Court also cannot lose sight of the fact that the attorney holder in whose favour the General Power of Attorney and the development agreement were executed has not been heard in the present case. Wholesome acceptance of the petitioner's submissions at this stage would necessarily amount to recording findings touching upon the rights of the attorney holder without adjudicating the disputed factual issues after hearing the other party.

18. For the foregoing reasons therefore, this Court is of the considered view that the dispute involved in the present writ petition cannot be treated as one involving a pure question of law alone. The issues raised by the petitioner as regards applicability of Section 202 of the Contract Act, validity of unilateral revocation, service of notice upon the attorney holder and the effect of the development agreement involves disputed questions of fact requiring detailed adjudication upon appreciation of evidence. Such disputed issues cannot be



decided by this Court sitting in writ jurisdiction. These are matters falling within the domain of the competent Civil Court.

19. In the result, the writ petition is dismissed leaving it open to the petitioner to avail the remedy available under Section 77 of the Registration Act before the competent Civil Court. It is however, made clear that this Court has not expressed any opinion on the merits of the rival claims of the parties and all issues are left open to be adjudicated independently.

.....
(Sashikanta Mishra),
Judge

The High Court of Orissa, Cuttack
22nd May, 2026 Puspanjali Ghadai, Jr. Stenographer