

HIGH COURT OF ANDHRA PRADESH AT AMARAVATI

SECOND APPEAL No. 3 OF 2024

Between:

Kamma Naga Vasantha Rao,
S/o Subba Rao, Hindu, 40 years,
Cultivation, R/o Palaparru Village,
Pedanandipadu Mandal, Guntur District,
Andhra Pradesh. ... Appellant

AND

Gottipati Anjana,
W/o Lakshmi Narayana, Hindu,
58 years, Cultivation,
R/o Karamchedu Village and Mandal,
Prakasam District, and others ... Respondents

Date of Judgment Pronounced : 06-05-2026

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*+SECOND APPEAL No. 3 OF 2024****%Dated: 06-05-2026**

#Kamma Naga Vasantha Rao,

S/o Subba Rao, Hindu, 40 years, Cultivation,

R/o Palaparru Village, Pedanandipadu Mandal,

Guntur District, Andhra Pradesh.

... Appellant

VERSUS

\$Gottipati Anjana,

W/o Lakshmi Narayana, Hindu, 58 years,

Cultivation, R/o Karamchedu Village & Mandal,

Prakasam District, Andhra Pradesh, and others

... Respondents

!Counsel for the petitioners

:

Sri N.Phanindra Kumar**^Counsel for respondent No. 1**

:

Sri Ramineni Sudheer**<GIST:****>HEAD NOTE:****? Cases referred:**

1. (2007) 8 SCC 155
2. (2025) 2 SCC 787
3. (2024) 14 SCC 225
4. AIR 2004 SC 1257
5. 2006 (6) ALD 623 (FB)
6. 2012 (1) ALD 90 (SC)
7. (2015) 15 SCC 263
8. (2022) 7 SCC 1
9. AIR 1961 SC 787

HONOURABLE SRI JUSTICE V.GOPALA KRISHNA RAO**SECOND APPEAL No. 3 OF 2024****JUDGMENT:**

This second appeal is filed aggrieved against the decree and judgment dated 31-10-2023 in A.S.No. 7 of 2016 on the file of the Court of learned VI Additional District Judge (FTC), Bapatla (for short, 'the appellate Court'), confirming the decree and judgment dated 13-11-2015 in O.S.No. 107 of 2005 on the file of the Court of learned Senior Civil Judge, Bapatla (for short, 'the trial Court').

2. The appellant herein is defendant No. 2, respondent No. 1 herein is the plaintiff, respondent Nos. 2 to 4 herein are defendant Nos. 3 to 5 and respondent No. 5 herein is defendant No. 1 in O.S.No. 107 of 2005 on the file of the trial Court. During pendency of the suit before the trial Court, defendant No. 1 died and defendant Nos. 3 to 5 were added as legal-representatives of deceased defendant No. 1 as per the orders in I.A.No. 1109 of 2008 dated 20-11-2009.

3. The plaintiff initiated action in O.S.No. 107 of 2005 on the file of the trial Court for declaring that she is the owner of the plaint schedule property by virtue of registered gift settlement deed dated 19-06-1989 executed by defendant No. 1 in her favour, for consequential relief of possession from the defendants after the death of defendant No. 1, for future profits and for costs.

4. The trial Court, after conclusion of trial, decreed the suit with costs. Felt aggrieved of the same, defendant No. 2 in the above said suit filed appeal in

A.S.No. 7 of 2016 on the file of the appellate Court. The appellate Court dismissed the first appeal by confirming the decree and judgment passed by the trial Court. Aggrieved thereby, defendant No. 2 in the suit approached this Court by way of second appeal.

5. For the sake of convenience, both parties in the second appeal will be referred to as they were arrayed in the original suit.

6. The case of the plaintiff, in brief, as set out in the plaint averments in O.S.No. 107 of 2005, is as follows:

The plaint schedule property is an extent of Ac. 2.25 cents situated in Palaparru Village of Pedanandipadu Mandal, Guntur District. The plaintiff is elder sister's granddaughter of defendant No. 1. Defendant No. 1 had no female issues and the plaintiff was brought up from her childhood by defendant No. 1 and her husband and they got her educated and performed her marriage treating her as if she is their adopted daughter. The plaintiff pleaded that unfortunately, the only son of defendant No. 1 by name Subba Rao died and after that, the husband of defendant No. 1 also died and subsequently, defendant No. 1 and her daughter-in-law filed a suit for partition of their family properties in O.S.No. 44 of 1994 on the file of the trial Court which was compromised and in the said compromise, the plaint schedule property fell to the share of defendant No. 1 and that defendant No. 1 was the absolute owner of the plaint schedule property.

The plaintiff further pleaded that out of love and affection, defendant No. 1 conveyed the plaint schedule property to the plaintiff by way of a registered settlement deed dated 19-06-1989 in a sound and disposing state of mind by conveying vested right in her favour and she retained the possession during her lifetime and she created vested remainder rights in favour of the plaintiff and that delivery of possession was legally postponed till the death of defendant No. 1. Defendant No. 1 performed marriage of the plaintiff and even after the marriage, their relations were cordial as defendant No. 1 used to come from Karamchedu and staying in her house. She further pleaded that the settlement deed dated 19-06-1989 was accepted and acted upon. The plaintiff further pleaded that defendant No. 1, whose mental condition was not stable, executed a registered revocation deed dated 18-08-1992 without any cause or to her notice and she executed the registered revocation deed unilaterally by cancelling the earlier registered gift settlement deed. The plaintiff further pleaded that subsequently, defendant No. 1 executed a registered sale deed dated 16-05-2005 in favour of defendant No. 2 and on knowing the same, the plaintiff got issued a legal notice to both the defendants. Having received the same, the defendants got issued a reply notice with all false averments and that the plaintiff is constrained to file the suit.

7. The case of defendant No. 1 as per her written statement is as follows:

Defendant No. 1 had executed a registered gift settlement deed on 19-06-1989 in favour of the plaintiff keeping life interest in favour of defendant No. 1 and vested remainder in favour of the plaintiff having with a specific oral understanding that the plaintiff would properly look after the welfare of defendant No. 1 but, contrary to the understanding, the plaintiff never cared at least to see the face of defendant No. 1 and she never visited Palaparru Village at any point of time and never provided any maintenance to defendant No. 1. She further pleaded that she had voluntarily executed a registered revocation deed to the knowledge of one and all including the plaintiff as the plaintiff never cared to look after the welfare of defendant No. 1 and except the plaint schedule property, defendant No. 1 has no other properties and she never come to Karamchedu at any point of time. Defendant No. 1 further pleaded that subsequent to cancellation of the registered gift deed, she alienated the plaint schedule property to defendant No. 2 under a registered sale deed dated 16-05-2005 and defendant No. 2 is in possession and enjoyment of the plaint schedule property.

8. Defendant No. 2 contended that he purchased the plant schedule property under a registered sale deed on 16-05-2005 and he has been in possession and enjoyment of the same.

9. On the basis of the above pleadings, the trial Court framed the following issues for trial:

- "(i) *Whether the plaintiff is entitled for declaration and for consequential relief of possession and for future profits as prayed for?*
- (ii) *Whether the defendant has executed the revocation deed dated 18-08-1992 at the instance of second defendant?*
- (iii) *Whether the suit property as her exclusive property in the eye of law?*
- (iv) *Whether the plaintiff claims that the said revocation deed dated 18-08-1992 is invalid document?*
- (v) *Whether the defendant has perfected her title over the property by adverse possession by her long continued, uninterrupted possession and enjoyment since more than statutory period?*
- (vi) *Whether the defendant has executed the settlement deed dated 19-06-1989 to herself for live with pre-existing right of maintenance?*
- (vii) *Whether the defendant has got absolute title over the property by virtue of Section 14 of Hindu Succession Act?*
- (viii) *Whether the sale deed is a sham and nominal document?*
- (ix) *Whether the suit is not maintainable according to law and same is barred by limitation?*

(x) *To what relief?"*

10. During the course of trial before the trial Court, on behalf of the plaintiff, P.Ws.1 and 2 were examined and Exs.A1 to A7 were marked. On behalf of the defendants, D.Ws.1 and 2 were examined and Exs.B1 to B3 were marked.

11. The trial Court, after conclusion of trial, on hearing the arguments of both sides and on consideration of oral and documentary evidence on record, decreed the suit with costs. Felt aggrieved thereby, defendant No. 2 in the aforesaid suit filed the appeal suit in A.S.No. 7 of 2016 on the file of the appellate Court, wherein the following points came up for consideration:

- (i) *Whether the revocation deed dated 18-08-1992 (Ex.A2) executed by the 1st defendant revoking the settlement deed dated 29-06-1989 (Ex.A1) executed by her in favour of the plaintiff and the subsequent sale deed dated 16-05-2005 (Ex.A3) executed by the 1st defendant in favour of the 2nd defendant are true, valid and binding on the plaintiff?*
- (ii) *Whether the 1st defendant has perfected her title to the plaint schedule property by adverse possession?*
- (iii) *Whether the suit is within time?*
- (iv) *Whether the plaintiff is entitled to the reliefs of declaration and other consequential reliefs as prayed for in the suit?*

(v) *Whether the judgment and decree of the lower Court is sustainable under law?*

(vi) *To what relief?"*

12. The appellate Court, after hearing the arguments, answered the points, as above, against the appellant-defendant No. 2 and dismissed the appeal suit filed by the appellant-defendant No. 2. Felt aggrieved of the same, defendant No. 2 in O.S.No. 107 of 2005 filed the present second appeal before this Court.

13. Heard Sri S.V.S.S.Siva Ram, learned counsel, representing Sri N.Phanindra Kumar, learned counsel appearing for the appellant-defendant No. 2, and Sri Ghanta Rama Rao, learned senior counsel, representing Sri Ramineni Sudheer, learned counsel appearing for respondent No. 1- plaintiff.

14. It has to be kept in mind that the right of appeal is neither a natural nor an inherent right attached to the litigation. It is regulated in accordance with law. A second appeal preferred under Section 100 of the Code of Civil Procedure (for short, 'C.P.C.') could be admitted only when the appellant satisfies the Court that substantial question of law between the parties arises in the case. A proper test for determining whether a question of law raised in the case is substantial would be or whether it directly and substantially affects the rights of the parties and if so, whether it is either an open question in the sense that it is not finally settled by the superior Courts or is not free from difficulty or cause for discussion of alternative views. In ***Boodireddy***

Chandraiah Vs. Arigela Laxmi¹, the Apex Court held that it is not within the domain of High Court to investigate grounds on which the findings were arrived at by the last Court of fact namely, the first appellate Court. In a case where from a given set of circumstances two inferences of facts are possible, one drawn by the lower appellate Court will not be interfered by the High Court in a second appeal. Adopting any other approach is not permissible. Where the facts required for a point of law have not been pleaded, a litigant should not be allowed to raise that question as a substantial question of law in second appeal. Mere appreciation of facts, documentary evidence and contents of documents cannot be held to be raising a substantial question of law.

15. Defendant No. 2 having chosen to invoke the jurisdiction of this Court under Section 100 of C.P.C., it is for him to meet the above principles and satisfy the Court whether there exists any substantial question of law.

16. This second appeal is filed against the concurrent findings arrived at by both the Courts below. Therefore, the grounds urged in the second appeal are to be scrutinized to find out whether the appellant has shown any substantial question of law. The contention of the appellant is that the decree and judgment of the trial Court as well as the appellate Court are contrary to law and that the second appeal may be allowed by setting aside the decrees

¹ (2007) 8 SCC 155

and judgments passed by both the Courts below i.e. the trial Court as well as the appellate Court.

17. The undisputed facts are that the plaintiff is elder sister's granddaughter of defendant No. 1 and defendant No. 1 had no female issues and the plaintiff was brought up from her childhood by defendant No. 1 and her husband and they got educated the plaintiff and performed her marriage and later after some time, the son of defendant No. 1 died. It is also undisputed that defendant No. 1 is the absolute owner of the plaint schedule property in an extent of Ac. 2.25 cents situated in Palaparru Village of Pedanandipadu Mandal. It is also undisputed that defendant No. 1 executed a registered gift settlement deed in favour of the plaintiff in respect of the plaint schedule property out of love and affection without any consideration by giving absolute rights in favour of the plaintiff by retaining life interest in her favour without any power of alienation and further, after the death of life estate holder, the plaintiff has to enjoy the possession of the plaint schedule property. It is also undisputed that defendant No. 1 executed a registered revocation deed dated 18-08-1992 under Ex.A2 by cancelling the earlier registered gift settlement deed-Ex.A1. The recitals in Ex.A2-registered revocation deed are that the plaintiff is her sister's granddaughter and the plaintiff was brought up by defendant No. 1 and her husband from her childhood and performed her marriage and she lost her husband and also her only son and later, the plaintiff failed to look after her welfare and failed to provide food as per the understanding in between both of them and on that understanding only, she

executed the registered gift settlement deed. Defendant No. 1 further contended that since the plaintiff failed to perform the mutual understanding, she executed the registered revocation deed cancelling the earlier registered gift settlement deed dated 19-06-1989. Ex.A2 was executed unilaterally without giving any notice to the plaintiff and without the knowledge of the plaintiff. Admittedly, there is no condition in Ex.A1-registered gift settlement deed that the plaintiff has to look after the welfare of defendant No. 1 and she has to provide food to defendant No. 1, otherwise the settler is having right to cancel the registered gift settlement deed. There is no evidence on record to show that there was an understanding in between the plaintiff and defendant No. 1 to look after the welfare of defendant No. 1 by the plaintiff and on the said condition only, defendant No. 1 executed the gift settlement deed. Ex.A1 is not a conditional gift deed.

18. The appellant-defendant No. 2 would contend that the interest of defendant No. 1 was not safeguarded by the plaintiff during her lifetime and the same was also expressed by defendant No. 1 in the registered revocation deed bearing document No. 2248 of 1992 executed by defendant No. 1. As stated *supra*, Ex.A1 is not a conditional gift deed and there is no recital in Ex.A1 deed that the plaintiff has to look after the welfare of the settler, otherwise the settler is having right to cancel the registered gift deed. There is no evidence on record to show that Ex.A1 document contains the aforesaid condition that the plaintiff has to look after the welfare of defendant No. 1 and

the plaintiff has to attend the needs of defendant No. 1, otherwise the settler is entitled to revoke the said gift settlement deed.

19. It is contended by learned counsel appearing for the appellant-defendant No. 2 that the suit filed by the plaintiff is barred by law of limitation. The admitted facts are that the settler/defendant No. 1 died during pendency of the suit. As per the registered gift settlement deed under Ex.A1, the plaintiff got absolute right over the plant schedule property and defendant No. 1 is having limited right of enjoyment only without any power of alienation but, contrary to the recitals of Ex.A1, defendant No. 1 executed a registered sale deed in favour of defendant No. 2 on 16-05-2005 after cancelling the registered gift settlement deed unilaterally and on knowing the same, the plaintiff got issued Ex.A4-legal notice dated 11-06-2005 and defendant Nos. 1 and 2 received the said legal notice and defendant No. 1 got issued a reply notice and in the same year *i.e.* on 16-08-2005, the plaintiff filed the suit seeking the reliefs of declaration of title and also for recovery of possession and that therefore the suit is not barred by law of limitation. Ex.A2 itself goes to show that defendant No. 1 executed Ex.A1-registered gift settlement deed in favour of the plaintiff and no other proof is required. Moreover, to discharge her burden, the plaintiff got examined one of the attestors in the gift settlement deed as P.W.2. The evidence of P.W.2 supports the case of the plaintiff about the execution of the registered gift settlement deed by defendant No. 1 under Ex.A1 in favour of the plaintiff. So far as the alleged right of defendant No. 1 to cancel the gift settlement deed for failure to maintain or look after the donor

is concerned, admittedly no evidence is produced by defendant No. 1 to show that at the time of execution of the registered gift settlement deed, there was such an understanding between the donor/defendant No. 1 and the donee/plaintiff. In the absence of such an agreement, Section 126 of the Transfer of Property Act, 1882 (for short, 'the Act of 1882'), cannot be relied upon when there is no right reserved or understanding entered into between the donor and the donee. Therefore, it is not open to a settler to revoke a registered gift settlement deed at her will and pleasure and she has to get it set aside in a Court of law by putting forward such pleas as bear on the invalidity of a gift deed.

20. Learned counsel appearing for the appellant-defendant No. 2 has placed reliance on a case law rendered in ***Urmila Dixit Vs. Sunil Sharan Dixit and others***². In the aforesaid case, the Apex Court has referred to its earlier judgment rendered in ***Sudesh Chhikara Vs. Ramti Devi***³, wherein the Apex Court refused to grant the benefit of Section 23 in the absence of an averment that the transfer in question was subject to a condition for maintenance of the parents and observed as follows:

"When a senior citizen parts with his or her property by executing a gift or a release or otherwise in favour of his or her near and dear ones, a condition of looking after the senior citizen is not necessarily attached to it. On the contrary, very often, such transfers are made out of love and affection without

² (2025) 2 SCC 787

³ (2024) 14 SCC 225

any expectation in return. Therefore, when it is alleged that the conditions mentioned in sub-section (1) of Section 23 are attached to a transfer, existence of such conditions must be established before the Tribunal."

The present suit for declaration of title and recovery of possession is filed in the year 2005 and the registered gift settlement deed was executed by the settler/defendant No. 1 in favour of the plaintiff on 19-06-1989 whereas the Senior Citizens Act, 2007 (for short, 'the Act of 2007'), came into force in the year 2007. Section 23 (1) of the Act of 2007 reads thus:

"Where any senior citizen who, after the commencement of this Act, has transferred by way of gift or otherwise, his property, subject to the condition that the transferee shall provide the basic amenities and basic physical needs to the transferor and such transferee refuses or fails to provide such amenities and physical needs, the said transfer of property shall be deemed to have been made by fraud or coercion or under undue influence and shall at the option of the transferor be declared void by the Tribunal."

Therefore, the ratio laid down in the aforesaid case law is not at all applicable to the present case. Moreover, the facts and circumstances of the aforesaid case relied upon by learned counsel appearing for the appellant-defendant No. 2 are quite different to the facts and circumstances of the instant case.

21. In ***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

⁴ AIR 2004 SC 1257

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 canceled the gift and executed a Will in relation to the gifted property.

26. In ***Yanala Malleshwari Vs. Smt. Ananthula Sayamma***⁵, a Full Bench of the erstwhile High Court of Andhra Pradesh at Hyderabad held as follows:

"In this regard, it needs to be noticed that a gift deed on 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 canceled. What is required to be done through the decree of a Court cannot be permitted to be undertaken by a party by himself.

This Court is of the view that if sale deeds, 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

⁵ 2006 (6) ALD 623 (FB)

matter needs to be examined either by another Division Bench or if necessary by a Full Bench."

27. The above judgment is challenged before the Apex Court and the Apex Court overruled the same. In ***Thota Ganga Laxmi and another Vs. Government of Andhra Pradesh and others***⁶, the Apex Court held as follows:

"In this connection, 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 executants 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 executants 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

⁶ 2012 (1) ALD 90 (SC)

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."

28. The ratio laid down in the above decision of the 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-Registrar and the same is accepted by the donee and if the donor wants to cancel the said gift settlement deed, he has to approach the civil Court for cancellation of the gift settlement deed but not by way of execution of cancellation deed before the Sub-Registrar. In the case on hand, no notice was issued to the plaintiff *i.e.* the donee before the execution of revocation deed before the Sub-Registrar and the donor unilaterally cancelled the above gift settlement deed after a lapse of three years from the date of execution of registered gift settlement deed. Therefore, the original of Ex.A2-revocation deed is void and non-est.

29. In a case of **Satya Pal Anand Vs. State of Madhya Pradesh**⁷, the Apex Court held as follows:

*"Thus, in the absence of any power conferred on the Registering Authority to adjudicate any aspect, it is difficult to agree with the view in **Thota Ganga Laxmi** (6th supra) that the Registering Authority cannot unilaterally register a deed of cancellation. In my considered opinion, in the absence of any rule like the one that is prevalent in the State of Andhra Pradesh, which commands the Registering Officer to 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 executants and claimant parties to the previously registered conveyance on sale and that such cancellation deed is accompanied by declaration showing natural consent, the Registering Authority or the superior authority cannot refuse to register a deed of cancellation solely on the ground that the claimant parties to the previously registered conveyance are not present or they have not given consent."*

30. In **Veena Singh (deceased) through L.Rs. Vs. District Registrar and another**⁸, a Full Bench of the Apex Court 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 16th April, 2012, the registration authorities are rendered infructuous and

⁷ (2015) 15 SCC 263

⁸ (2022) 7 SCC 1

would have no power to cancel registration even on the ground of fraud or other irregularities.

The Apex Court further held as follows:

The role of the Sub-Registrar (Registration) stands discharged once the document is registered (see **State of U.P. Vs. Raja Mohammad Amir Ahmad Khan**⁹). 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 registration cannot be re-opened 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.

⁹ AIR 1961 SC 787

Therefore, the decision in Satya Pal Anand 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."

31. The ratio laid down in the aforesaid decisions squarely applicable to the present facts of the case. The law is very clear that Sub-Registrar has no authority to entertain a cancellation deed for cancelling a registered gift settlement deed. Therefore, the registered revocation deed said to have been executed by defendant No. 1/donor to cancel the earlier registered gift settlement deed-Ex.A1 is null and void and registration authority has no power to cancel the earlier registered gift settlement deed.

32. In the case on hand, the material on record amply proves that the plaintiff is elder sister's granddaughter of defendant No. 1 and out of love and affection towards the plaintiff, defendant No. 1 executed a registered gift settlement deed on 19-06-1989 in favour of the plaintiff, whereunder defendant No. 1 conveyed vested remainder rights to the plaintiff by reserving life interest for herself. In the case on hand, Ex.A1-gift settlement deed is duly accepted by the donee/plaintiff and the same is proved by examining one of the attestors in the gift settlement deed as P.W.2. Furthermore, the execution of Ex.A1-registered gift settlement deed is not at all disputed by the donor-defendant No. 1. In Ex.A2-revocation deed itself, the donor-defendant No. 1 admitted about the execution of Ex.A1-registered gift settlement deed. The

mere fact that the donor-defendant No. 1 had reserved right to enjoy the property during her lifetime did not affect the validity of the gift settlement deed.

33. It is also well settled that the gift once completed cannot be cancelled/revoked subject to Section 126 of the Act of 1882 which provides the circumstances under which it can be cancelled. The donor and the 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, there is no condition in Ex.A1-registered gift settlement deed that the donor is having right to revoke the gift settlement deed. It is also an undisputed fact that no notice was issued to the donee/plaintiff by the donor/defendant No. 1 before the execution of Ex.A2-revocation deed, that too after lapse of 3 years from the date of execution of Ex.A1-gift settlement deed. The donor-defendant No. 1 executed Ex.A2-revocation deed before the Sub-Registrar. The donor-defendant No. 1 has not approached the competent civil Court to challenge the said gift settlement deed by saying that the donee-plaintiff failed to look after her welfare as per the mutual understanding in between both the parties on the date of gift settlement deed. The Sub-Registrar entertained the revocation deed without any authority and cancelled the gift settlement deed. Therefore, the revocation deed as well as the registration thereof are wholly void, non-est and meaningless transactions. The transfer of possession of an immovable property in a registered is not a *sine qua non* for making a valid gift. Even

prior to Rule 26 (i) (k) of the Andhra Pradesh Registration Rules, 1960, a registered gift deed could not be revoked or cancelled contrary to Section 126 of the Act of 1882. Instead of approaching the competent civil Court, the donor-defendant No. 1 simply approached the Sub-Registrar, that too after lapse of 3 years from the date of execution of Ex.A1-registered gift settlement deed without giving any notice to the donee-plaintiff. Therefore, the said revocation deed is nothing but void, non-est and meaningless transaction. In Ex.A1-gift settlement deed itself, it was recited that defendant No. 1 is not having any power to alienate the plaints schedule property in favour of third parties. Therefore, defendant No. 1 has no right to execute Ex.A3-registered sale deed in favour of defendant No. 2 violating the conditions in Ex.A1. Since the vendor/defendant No. 1 has no right over the plaint schedule property by the date of the alleged sale deed in favour of defendant No. 2, no valid right will be transferred to defendant No. 2 in respect of the plaint schedule property.

34. Both the Courts by giving valid reasons held that the plaintiff is having valid right and title over the plaint schedule property in view of Ex.A1-registered gift settlement deed and that the plaintiff is entitled for recovery of possession of the plaint schedule property.

35. Having regard to the reasons assigned, this Court is satisfied that the concurrent findings of fact recorded by both the Courts below on all the issues/points against the defendants and in favour of the plaintiff do not brook

interference and that both the Courts below are justified in decreeing the suit of the plaintiff. The findings of fact recorded by both the Courts below were based on proper appreciation of evidence and the material on record and there was neither illegality nor irregularity in those findings and therefore, the findings do not require to be upset. Further, the existence of a substantial question of law is a *sine qua non* for the exercise of jurisdiction by this Court as per Section 100 of C.P.C. The questions raised, strictly speaking, are not even pure questions of law, let alone substantial questions of law.

36. In the result, the second appeal is dismissed, at the stage of admission, confirming the decrees and judgments of both the Courts below. Three months time is granted to the appellant-defendant No. 2 to deliver vacant possession of the plaint schedule property to respondent No. 1-plaintiff. Pending miscellaneous applications, if any, shall stand dismissed in consequence. No costs.

V. GOPALA KRISHNA RAO, J.

Date: 06.05.2026

Note: L.R. copy to be marked.

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HONOURABLE SRI JUSTICE V. GOPALA KRISHNA RAO

SECOND APPEAL No. 3 OF 2024

DATE: 06TH MAY, 2026

Note: L.R. copy to be marked.

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