

1. General Power of Attorney

- A General Power of Attorney is a [Legal notice](#) that gives someone the power to make decisions on your behalf when you are not able to do so for yourself. This type of power of attorney can be used in a variety of situations, such as if you are unable to travel, if you are a minor, or if you are incapacitated

If you want to create a General Power of Attorney, there are a few things that you need to know. First, you will need to gather all of the documentation needed to support your claim, including copies of your ID, proof of residence, and any other documents that will help prove your identity and authority. Once you have this information, you can start the process by filling out a form called an 'Application for Grant of General Power of Attorney.' The application must be filed with the appropriate government office, and it may take some time for them to process it

Once your application has been processed, you will need to provide documentation verifying that you have given the power of attorney to the person you choose. This documentation can include letters from your doctor or lawyer confirming that you are incapacitated or unable to make decisions for yourself, as well as copies of any important documents or affidavits.

Special Power of Attorney

A special power of attorney is an instrument that allows one person to act on behalf of another in a legal or financial matter. The person who grants the power of attorney must be trustworthy and have the authority to make decisions on behalf of the person who is granting the power. General Power Of Attorney is a document that allows someone to act on behalf of another person in a legal or financial matter. The document does not require trust, but it does require authority from the person who is granting the power.

Why Does One Need a Power of Attorney?

Power of attorney is a legal document that allows one person to authorize another person to act on their behalf in certain situations. This can be helpful if you are unable to make decisions for yourself, or if you have a physical or mental incapacity that prevents you from acting on your own behalf. Power of attorney can be general or special. A general power of attorney allows someone to do anything that is not expressly prohibited by law. A special power of attorney, on the other hand, is specifically tailored to deal with a particular matter. For example, a power of attorney to deal with finances might allow the person granting the power to withdraw money from their account, while a power of attorney to deal with healthcare would allow the person granting the power to make medical decisions on their behalf. There are several reasons why you might need a power of attorney. If you are unable to make decisions for yourself because you are

incapacitated, a power of attorney can help you authorise someone else to make decisions on your behalf. Power of attorneys can also be useful if you have business dealings that require access to your assets, or if you need someone else to act as your attorney in a legal proceeding.

Laws for Both Types of POA in India

General Power of Attorney (GPA) is a legal document that gives someone the authority to legally act on your behalf in a certain situation. This can be useful if you are unable to make decisions for yourself, or if you need someone to help manage your finances, property, or other important affairs. Special Power of Attorney (SPA) is a more specific type of GPAs that allows someone appointed by you to act on your behalf in only a few specific situations. This can be helpful if you need someone to handle only one specific task, such as handling your taxes or signing Legal documents.

Both types of GPAs can be created in either India or other places where Indian law applies. However, certain provisions of SPA law may vary depending on where it is created. To create a GPA in India, you will need to locate an attorney who is registered with the state bar association and who is authorised to practice law in India. You will also need to provide the attorney with the completed GPA form, which will include information about the person appointing you and the reason for appointing them. The attorney will then create the document and submit it to the appropriate court or administrative body.

Conclusion:

In India, there are two types of **Power of attorney Act**: general and special. A general power of attorney lets someone appoint another person to make decisions on his or her behalf if the original owner is uncapable to do so for any reason. This type of power of attorney is typically given when someone is incapacitated or when he or she doesn't have enough knowledge about the legal system to make sound decisions for himself or herself. A special power of attorney, on the other hand, allows someone to give specific instructions about his or her finances, health care, and other personal matters to a trusted third party.

2. Writ Petition under Article 226

➤ Introduction:

Enshrined under Part V of the Constitution of India, Article 226 provides the High Courts with the power to issue writs, including writs in the form of habeas corpus, mandamus, prohibition, quo warranto, certiorari, or any of them, to any person or authority, including the government. Article 226 of the Indian Constitution gives High Courts the power and ability to enforce any of the basic fundamental rights guaranteed by Part III of the Constitution of India, 1949, or for any other reason.

According to Article 226(1), each High Court within India's territorial jurisdiction has the ability and power to issue orders, instructions, and writs, to any individual or authority, including the government, for the enforcement of Part III

of the Indian Constitution or basic fundamental rights and other legal rights within its own jurisdiction.

Article 226(2) empowers the High Courts with the authority to issue orders, instructions, and writs to any government authority or any individual, outside their own local jurisdiction in circumstances when the cause of action is completely or partially within their local jurisdiction despite the fact that such government or authority's seat or the individual's domicile is not within the territory.

According to Article 226(3), when an interim order is issued against the respondent under Article 226 in the form of an injunction or a stay without:

1. providing the respondent with a copy of the petition and any relevant evidence; and
2. providing the respondent with an opportunity to be heard.

The High Court shall decide on the application within two weeks of receiving the application or within two weeks of the date on which the other party received the application, whichever is later. If the application is not so disposed of, the interim order shall be vacated on the expiry of that period, or, if the High Court is closed on the last day of that period, before the expiry of the next day on which the High Court is open, the interim order shall be vacated.

Types of Writ available under Article 226

Habeas Corpus

It's a Latin expression that means "to have or produce a body." This is the most potent and often used writ. For example, if a person is wrongly imprisoned by the government, he or she, or his or her family or friends, can petition a writ of Habeas Corpus to have that person released. When this writ is invoked, the Supreme Court or the High Court questions the State about the reasons for the custody of the individual. If the ground is deemed illogical, the person is released immediately. It is the court's order that the detainee be brought before the court to assess whether or not the arrest was legitimate.

This writ cannot be used in the following situations

1. Detention is legal
2. Disobedience to the court
3. The court has no jurisdiction over detention
4. A competent court is in charge of detention

Who may apply for the writ

1. The individual who has been illegally imprisoned or incarcerated
2. The individual who is aware of the advantage related to the case
3. The individual who has knowledge about the facts and circumstances of the case willingly files a writ of habeas corpus under Article 32 and 226

Case Law:

Rudul Sah V. State of Bihar (1983)

In this case, a person who had already served his sentence was wrongfully held in prison for an additional fourteen years. The person was promptly freed from jail and was given exemplary damages after using the writ of Habeas Corpus.

Mandamus

It is a Latin phrase that means 'we command.' It is a form of command that can be employed by constitutional, statutory, non-statutory, universities, courts, and other authorities to carry out public tasks. This writ is used to compel a public official to perform the obligations delegated to them. The only prerequisite for utilising this writ is that a public responsibility exists. The writ of Mandamus is used to compel any authority to fulfil their public commitments. It is a direction or order that instructs someone, a firm, a lower court, or the government to do what they are legally required to do.

Certiorari

It's a Latin expression that means 'to be certified.' This writ can be used by the Supreme Court and the High Court to order other subordinate courts to submit their records for review. The goal of these reviews is to determine whether or not the lower court's decisions were legal. Their decisions may be unlawful if they are made in excess of jurisdiction, without jurisdiction, under unconstitutional jurisdiction, or in breach of natural justice principles. If their rulings are determined to be unlawful or illegal, they will be overturned.

Prohibition

There is little difference between a writ of prohibition and a writ of certiorari. The proverb "Prevention is better than cure" demonstrates the difference between the two writs. In this instance, preventative is associated with prohibition, which means "to forbid," whereas certiorari is associated with therapy or cure. If a judgement is rendered and found to be invalid, it is quashed and a writ of certiorari is issued. However, if the ruling is still to be published, a writ of prohibition is issued to prevent the error from occurring. This writ can be utilised just until the judgement is delivered.

A prohibition writ is issued to prevent a lower court or tribunal from acting outside its jurisdiction or in violation of natural justice norms. Following the issuance of this writ, all lower court proceedings are halted. A writ of prohibition, like a writ of certiorari, can be issued on the same grounds as a writ of certiorari, unless there is an obvious error of law on the face of the record.

Quo Warranto

It is a Latin term that means 'by what authority.' The Courts can utilise this writ to question any public officer regarding the authority under which that public official assumed the position. If it is discovered that a public office was improperly

occupied, the public official must promptly resign. This writ, unlike the other four, can be submitted by anyone.

Conclusion

This means that any wrong behaviour or injustice committed anywhere in the world will spread like a virus and will not be tolerated everywhere. As a result, all previous justice will be tarnished, and everyone else will worry what it would take for the same wrong to befall them. Furthermore, it is necessary to ensure that everyone is treated fairly and that the system is devoid of bias. As a result, in order to preserve a judicial check on administrative operations, the concept of writ was formed in Common Law. As a result, Articles 226 and 32 of the Indian Constitution guarantee people's essential rights through executing writs.

3 . Vakalatnama in district court

➤ Introduction:

Vakalatnama is a written document that is given by a client to an advocate to appear and or plead before any court of law on behalf of him. It is also known as a memo of appearance, Vakilat Patra, VP. There is no mention of any particular definition of Vakalatnama in the civil procedure code 1908 as well as the Power of Attorney Act, 1882.

The meaning of Vakalatnama is defined in the advocates' Welfare Fund Act, 2001 under section 2(u) "Vakalatnama" includes a memorandum of appearance or any other document by which an advocate is empowered to appear or plead before any court, tribunal or other authority. The holder of the vakalatnama is called pleader, an advocate, counsel, vakil or an attorney who is authorized to accept the vakalatnama behalf of his client or party of the litigation.

Importance of Vakalatnam:

- Vakalatnama is important for an advocate to represent his client in court.
- Vakalatnama gave the advocate full rights to represent the case.
- Advocates can take any decision during the hearing of the Case.
- Vakalatnama is attached to suit and it is kept in the court for records

The following can authorize a Vakalatnama:

- An aggrieved person can authorize a Vakalatnama
- Anybody holding the Power Of Attorney for the aggrieved person
- Anybody representing the aggrieved person in business or trade in that jurisdiction.
- A Vakalatnama can also be authorized by a joint party in a case in order to appoint either a set of advocates or the same advocate

Contents of a Vakalatnama:

A good Vakalatnama should contain the following:

- The date the Vakalatnama would be executed

- The name of the case/cases which the advocate is being appointed
- The name of the court/courts which the advocate is being appointed
- The name of the person authorizing the Advocate/advocates
- If the Vakalatnama is not executed by the issuer in person, then a written document should support the appointment of the advocate
- The advocate's address so appointed
- The power is given to the lawyer
- Signatures of the parties
- Advocate's signature accepting the Vakalatnama

Terms under a Vakalatnama:

The following terms are applicable in a Vakalatnama:

- Regardless of a lawyer's decision, a client shall not hold him/her responsible
- All the legal costs involved in the case shall be borne by the client
- The lawyer has a right to keep the documents until all the agreed fees are paid
- At any stage of the legal tussle, the client is at liberty to disengage the lawyer
- The lawyer has the right to take any decision he/she deems fit during the hearing of the case
- A Vakalatnama is attached at the last page of a suit/plaint and it is stored alongside the court records
- A Vakalatnama does not require a fee. However, currently, the rules of the Delhi High Court requires that applicants should pay INR. 10 on what is termed "Advocate Welfare Stamp" which should be attached on the Vakalatnama.
- The court fee payment should be attached. The value of the court fees is usually a percentage of the claim's value of the suit. Also, the amount is clearly mentioned in the Court Fees Stamp Act.

Validity and Cancellation of a Vakalatnama:

A Vakalatnama is valid until:

- The death of the client; or
- The death of the lawyer; or
- The client withdraws it; or
- A court gives approval for the lawyer to withdraw it
- The conclusion of the court case
- There are situations whereby you no longer have confidence in your advocate and you wish to cancel the Vakalatnama in order to appoint a new advocate to keep representing you in legal disputes. Please note that it is dangerous to appoint a new advocate without canceling the exiting Vakalatnama because your previous advocate can take decisions which you will be liable for.

4. Affidavit for Change of Name

➤ Introduction

Changing one's name is surprisingly common, and happens for a variety of reasons, be it marriage, change of religion, or just a desire for one to be more comfortable with themselves. However, there are many bureaucratic requirements involved in the process.

In spite of the fact that many individuals dislike their names, not every person would opt to make changes. They simply hold tight to their names for the duration of their lives, generally on the grounds that possibly they may not understand what choices are accessible to them, or maybe they believe that the method for the name change process is simply tedious.

People tend to change their names due to multiple reasons like marriage, dislike of their current name, religious reasons, political contexts, identity makeovers, etc.

Also, It's common for women from many communities to change their first and last names after marriage.

STEPS FOR NAME CHANGE PROCESS

The name change procedure in India includes 3 steps:

1. **Affidavit Submission:** An affidavit needs to be prepared for the change of name.
2. **Ad Publication:** An announcement should be published in the newspaper.
3. **Gazette Notification:** A notification should be published in the Gazette of India regarding the name change.

Let us go through each of the steps in detail

Step 1: Affidavit Submission

The first step in the name-changing process is affidavit submission. To do this, you'll have to contact a notary. The following points would make the process simpler:

1. Approach your local notary and mention your request.
2. The notary would suggest the stamp paper of the required value on which the affidavit is made.
3. The following details need to be provided:
 - Name and new name
 - Current address
 - Reason for name change

4. Once the affidavit is printed on a plain stamp paper, it needs to be signed by two witnesses.

5. In case of a central government employee, the name change procedure must be done in lieu with the Ministry of Home Affairs.

6. Married women changing their name, must furnish the following details:

- Current name with father's name and address
- New name with husband's name and address
- Marriage date

Note: *An affidavit reflects both your old and new names. It can be used for changing the whole name, surname, or just a few letters.*

For overseas Indians who would like to change their name, he/she needs to submit a deed stating the change of name, duly signed by the Indian High Commission office or the Indian Embassy.

Step 2: Ad in Newspaper

If you have made the affidavit, the next step is to publish an advertisement in the leading local daily newspapers that you have changed your name. The advertisement must include your

- Old name
- New name
- Date of birth
- Residential address
- Name of witnessing authority
- Place and date on which the affidavit is made.

Note: *The ad must be published in two newspapers, one in the official language of the state and the other in English.*

Newspaper Ad Format

The newspapers allot a column for these kinds of notifications. The format for placing a name change ad in newspaper is given below:

I, Sanjay r/o Bommanahalli, Begur road, Bangalore, Karnataka have changed my name to Sourav, sworn in front for Notary M. Rajesh on 15/02/2020.

Once your notification is published in the newspaper, remember to collect as many copies as you can, and store it for future use. Although one single copy will suffice, it is better to store as many original newspaper ad copies as you can, to be on the safer side.

Note: *Married women who would like to change their surname after marriage, should add their husband's name and address in the notification.*

Documents Required for Name Change

An individual who is going to change his/her name must keep the below documents ready for the publication of name change advertisement in the Gazette of India:

- An affidavit duly signed by the applicant and attested by Judicial Magistrate/Notary
- Original newspaper in which name change ad is given
- Prescribed proforma (must be computer typed and not handwritten) with signatures of applicant and two witnesses
- A C.D. (compact disc) that contains the soft copy (typed content, not a scanned copy) of the application in MS Word format. In place of the signature of the applicant, the applicant's old name has to be given, and witness details need not be included
- A certificate in which the applicant declares that the contents included in both soft copy and hard copy are similar. The applicant should duly sign the certificate
- Two passport-size photographs, both self-attested by the applicant
- A photocopy of a valid ID proof, self-attested by the applicant
- A request letter along with the requisite fee as per the authority.

The above-listed documents, along with a forwarding letter must be submitted to The Controller of Publications, Department of Publication, Civil Lines, Delhi-110054. The papers have to be submitted either personally or shall be sent by post/courier to the department.

Note: *The documents must not be more than a year old and the documents once submitted shall not be returned under any circumstances. So, it is advised that the applicants keep extra copies of the documents for their personal reference.*

Step 3: Gazette Notification

Applying for the change of name in the Gazette is the final step of the name change process. Once the Gazette notification is published, your name will be legally changed. Once the application is received by the officials, the documents will be checked and sent for notification to the respective Govt. of India Press. It usually takes around one or two months for name change advertisements to appear in the Gazette Publication.

Applicants can download the e-copy from the Digital Directory of the Gazette of India. Also, a copy of the name change notification in Gazette of India will be sent to your residential address by post.

Note: *The name change Gazette notification is mandatory for those in employment with the government. However, it is a substantial proof of your name change. Since it just involves sending a few documents for publication, it makes sense to go through with it.*

Fee for Gazette Notification

Now your part of the work in the name change process in India is over. Let us get into the gazette name change online fees. The Government will print the change of your name in the Gazette. The amount charged for Gazette notifications varies either ₹ 700 or ₹ 900/- depending on whether you want a public notice or not.

You can pay the money either in cash or by a demand draft/postal order drawn in favour of 'the Controller of Publication, Department of Publication, Civil Lines, Delhi – 110054'. This is the address you need to visit in case you will be submitting it in person (office hours are between 10 AM and 1 PM and 2 PM to 3 PM on any working day), or you can courier/speed post the envelope with all details to the address mentioned above. Check the website of the Department of Publication (Government of India) for further details.

5 . Consumer Complaint under CPA, 2019

➤ Introduction

The Consumer Protection Act, 2019 provides for efficient and effective settlement of consumer disputes while promoting the interest of the consumers. The introduction of online filing of complaints and mediation proceedings is a step towards speedy disposal of consumer cases and is a greater step towards digitization of consumer disputes.

Mechanism for filing complaints:

Under section 2 clause 6 of CPA, 2019 complaint is defined as:

Any allegation in writing, made by a complainant for obtaining relief provided under the act in case of unfair trade practices, defects in goods, deficiency in service, excess price of goods and services, selling of hazardous goods and product liability

Who Has the Authority to File a Complaint?

A complaint can be filed before designated authorities by:

- A consumer
- Any voluntary consumer association registered under any law for the time being in force
- The Central Government or any State Government
- The Central Authority
- One or more consumers, where there are numerous consumers having the same interest
- In the event of a consumer's death, his legal heir or representative
- In the case of a juvenile, his parent or legal guardian

It is to be noted, there is no need for an advocate to appear in consumer court. Consumers can file and represent their complaints themselves or via a representative.

Mode of complaint:

A complaint can be filed in form of writing or online via govt. Provided portal @ <https://consumerhelpline.gov.in/> or through mobile apps launched by the government of India like NCH app, Umang app or Consumer app.

The status of a complaint can be checked online and the fees for submission of the complaint can also be submitted through an online payment portal.

Things to keep in mind when instituting consumer complaints:

Issuance of notice:

It is recommended that a notification be sent to the opposing party before filing the complaint, outlining the defects/deficiencies in the products or services offered. If the parties are unable to reach an agreement, the complainant may submit a complaint with a jurisdiction authority/forum.

Jurisdiction determination:

Pecuniary jurisdiction:

The pecuniary jurisdiction limit has been modified under the CPA, 2019. According to the new statute, the pecuniary limitation bar is as follows

District Commission: Amount not exceeding 1 crore

State Commission: 1 Crore - 10 Crore Rupees

National Commission: Amount exceeding Rupees 10 Crore

Territorial jurisdiction:

As per the CPA, 2019 a complaint can be filed where the consumer resides or personally works for gains as well as the place where the opposite party resides or carry-on business. The complaint can also be filed where the cause of action, wholly or in part, arises.

Submission of Complaint:

A complaint can be submitted either online or in person. It might be submitted in person by the complainant or by his representative. It can also be sent by registered post with the court fee.

Three copies of the complaint are required to be submitted out of which one is retained for the official purpose, one is forwarded to the opposite party and one is for the complainant. If the number of opposing parties is increased, more copies of the complaint are necessary.

Contents of the Complaint:

The complaint should include the following information:

1. Name, description, and address of the complainant
2. The name, description, and address of the opposing party or parties
3. Facts about the complaint, such as when and where it occurred
4. Documents to back up allegations, if any
5. Specifics of the dispute: a flaw in the goods/a deficiency in the service
6. The relief being sought

Limitation for filing Complaint/Appeal:

The complaint must be filed within two years of the date the cause of action arose. This would be two years from the day the deficit in service or defect in products was discovered. This is also known as the statute of limitations for filing a complaint under consumer court.

Appeal before state commission would have to be filed within 30 days from the order of District commission and appeal before National commission is to be made within 30 days from the order of the lower forum and for an appeal before Supreme court against the order of Nation commission is to be within 45 days.

Court Fees:

the court fees remain nil up to consideration of 5 lakh Rs involved before the district commission. In respect of state commission, the court fees range from 2,500 Rs to 6,000 Rs whereas court fees in the case of the national commission are 7,500 Rs.

In the event of an appeal before the State Commission or the National Commission, a deposit of 50% of the entire award amount passed by the lower commission is required.

Alternative Dispute Mechanism:

With the advent of the procedure of mediation proceeding under CPA,2019. it is possible to resolve consumer issues more quickly. If the commission believes there is a prospect of resolving the issue between the parties, the case might be referred to the Mediation Cell or Either party may submit a formal request to the District, State, or National Commission

Procedure to be followed:

The procedure to be followed might be mutually agreed upon by the parties. If the parties are unable to reach an agreement, the mediator will follow the procedure outlined below

1. The mediator will choose the time, date, and location where all parties must be present.
2. Mediation proceedings may be held in the Mediation Cell connected to the District, State, or National Commission, and joint/separate sessions of the parties may be held.
3. Within 10 days following the session, both parties must submit a Memorandum of Concerns to the mediator and other parties involved, outlining the issues that must be resolved.

4. The mediator shall encourage a consensual resolution between the parties, convey the parties' points of view, and aid the parties in resolving the issue using the necessary information supplied to the mediator by both parties. The parties should achieve an acceptable solution within 30 days.
5. If the parties reach an agreement, it must be reduced in writing and signed by both the parties and the Mediator. The mediator must also provide a thorough report on the settlement to the relevant commission.
6. If the parties are unable to achieve an agreement, the Mediator must submit a report to the commission outlining the reasons for the failure to reach an agreement.

6 . Special Power of Attorney

- **Introduction:** Specific powers are allowed to the agent by signing on this type of POA. If the principal does not wish to allow the agent to enjoy a wide spectrum of powers and requires to delegate authority only in respect of a particular task, he can do so by executing a Special Power of Attorney (SPA).

The validity of an SPA comes to an end as soon as the task(s) specified in it are completed.

The power of attorney becomes a special power of attorney when it is limited to specific responsibilities. The document will provide the agent with the target tasks and responsibilities that the agent has to perform for the principal.

Difference between General Power of Attorney and Specific Power of Attorney

S. No.	General Power of Attorney	Specific Power of Attorney
1.	The tasks carried out by the agent are limitless and broad.	The tasks carried out by the agent are specific.
2.	The authority conferred to the agent is not limited to a specific task.	The power is ineffective once the task has been completed by the agent.
3.	It can still be effective on the death of the principal.	It comes to an end once the principal is incapacitated or dead.

Consideration before issuing a special power of attorney:

1. The Principal must choose the agent carefully because the principal would be held accountable for any hasty decision taken by the agent.
2. Financial details must be included in the agreement if the agent is paid for the services.
3. It is not necessary to get the agreement notarized.

An Agent's Duties to the Principal

The contractual duties of an agent to the principal are determined by the express and implied provisions of any agreement between the two. Since an agent may also be liable for additional duties, the principal selects an agent based on skills, ability, and integrity.

In addition, other than being authorized and empowered to enter into binding contracts with other third parties on the principal's behalf, the agent is also placed in possession of money and other properties. To this end, the agent may injure the principal, either through dishonesty or negligence.

Accordingly, as a fiduciary duty, an agent owes the principal the duties of diligence, duty to inform, good conduct, duties of obedience, good conduct, and loyalty. Breaching these duties or exceeding the provided authority means that an agent is eventually liable for any losses caused to the principal.

On the other hand, an agent acting within the authority given to him by the principal is not liable for the harm caused by the third party. In relation to this, the principal may also permit the agent to appoint a sub-agent substitute to give a hand in the duties bound by the contract.

Special Considerations

The agent's incapacity to bind himself by contract does not disqualify him from making a binding contract because the agent is considered to act on behalf of the principal. For this reason, any individual or entity able to act, including corporations, partnerships, or associations, can be an agent.

Conclusion:

The authority is restricted to act only on certain matters or only a particular kind of transaction or to carry out a specific legal transaction for the Principal. The agent's power of attorney expires on the completion of the transaction. If any fraud by the power agent does not bind the principal. He cannot be sued or otherwise held responsible for fraud by the agent. If the power does not authorize the agent to carry on a business except with limitations any act done by him in excess of such power will not bind the principal. A fortiori, an agent cannot by his acts bind the principal to a larger extent than he is empowered to do under the power of attorney.

Formats >>>>>>>>>>

GENERAL POWER OF ATTORNEY

This General power of attorney is made and executed on this-----day of-----in year-----.

BETWEEN

..... ,PAN NUMBER..... ,**EPIC/Passport /OCI/CIO/PIO No....., Adhar No.....** son / wife / daughter of residing atby faith..... , by Occupation , by Nationality.....,

Herein after referred to and called as the **"OWNER / PRINCIPAL "**

AND

..... **PAN No....., EPIC/Passport /OCI/CIO/PIONo....., Adhar No.....** son / wife / daughter of residing at by faith..... , by Occupation , by Nationality....., hereinafter referred to and called as the **"ATTORNEY"**

WHEREAS I am ----- entitled to as various properties, both movable and immovable, including accounts in banks, shares, securities, etc, all of which are herein after for the sake of brevity collectively referred to as " THE SAID PROPERTIES", which is more particularly described in Schedule hereunder written

AND WHEREAS I am ordinarily living at-----

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, -----do hereby appoint, nominate and constitute -----as my true and lawful ATTORNEY in my name and on my behalf to do and execute or cause to be done and executed all or any of the following acts, matters and things hereinafter stated, that is to say

AND WHEREAS I am, therefore, unable to manage and look after my interest and affairs;

AND WHEREAS I have, therefore, decided to appoint as my attorney to do and execute various acts, deeds, and things on my behalf as per following terms and conditions :-

1. To look after and maintain the Said Property on my /our behalf as my /our lawful Attorney.
2. To enter into agreement for sale with the prospective buyer or buyers, mortgage the property to any Financial Institution on my/ our behalf and to receive the earnest money, all part payments and full consideration money from the prospective buyers and **deposit to my account.**

3. To file and receive back any documents, to deposit money by challan or receipt and to withdraw money from any suit, cases or from any office or offices and to grant proper acknowledgement receipt.
4. To apply to Court and Offices for copies of documents and papers and to withdraw deeds, documents, papers from any Court.
5. To apply for the inspection and/or inspect judicial records and any records of any office or offices either Central or State or Local Govt.
6. To negotiate with any person/Officer or any authority relating to the affairs of the Scheduled property and to take decision thereof.
7. To pay taxes regularly before the concerned authority Authority and rent to the Government on my behalf and to do all necessary act or acts, which may be necessary relating to the Schedule Property.
8. To give consent of mutation of names to the proposed Purchasers and to give consent in any manner, which may be required to the purchasers / transferees on my/ our behalf.
9. To swear any Affidavits, Declarations, Agreement, and Indemnity Bond etc. in respect of my/our Said Property as mentioned herein below, if required, in future on my behalf as my / our lawful Attorney(es) before any Judicial, Executive and Notary Public.
10. To represent me before the concerned Corporation/Municipality, Registrar, Sub-Registrar, Registrar of Assurances or any office, Authority, Court, Tribunal including Land Tribunal in respect of under mentioned property as my/our lawful Attorney(es).
11. To appoint any Advocates, Solicitors, etc. on my behalf and to sign Plaints, Pleadings, Written Statements, Deeds, Drafting etc. as my / our lawful Attorney(es).
12. To apply and obtain electricity, water, sewerage, drainage, telephone, or any other utility/ services, to the concerned Premises and to close down and/or connect or disconnect the same and for those purpose to sign, execute and submit all papers, applications, documents before the concerned authorities and to prove all other acts, deeds and things as may doth fit and proper by the said Attorney(es).
13. To sign and present the any Deeds including Deeds of Sale, Conveyance or Conveyances, Lease, Rent, or any other document or documents for registration and to admit thereof and receipt of consideration on my/our behalf before any Sub-Registrar or District-Registrar or Registrars having authority for and to have the same registered according to law and to do all other acts, deeds and things, which my Attorney shall consider necessary for the transferring and/or conveying the Said Property or portions thereof to the Purchaser or Purchasers or any other person as my/our lawful and effectual Attorney(es) and the consideration thereof shall be remitted to me and this Power will not be used for Development purpose.
14. Be it expressly stated that this Power of Attorney is being granted in favour of the said Attorney(es) without any consideration and no right, title or interest is created in favour of the Attorney on the property, which is the subject matter of this Power of Attorney and that further the said Attorney(es) shall not hereby

obtain or have power to make any construction, Development work on the said property.

15. All the receivables will be paid back to the Principal and all the payables will be borne by the Principal.
16. The principal shall have every right to revoke this General Power of Attorney at any point of time.

AND I / We do hereby agree to ratify and confirm whatsoever other acts my/our said Attorney(es) shall lawfully do, execute or perform in connection with the sale of the Said Property by virtue of this Power of Attorney of properties notwithstanding no express power in that is hereunder provided

SIGNATURE OF THE EXECUTANT(s)

Accepted by me: -

SIGNATURE OF THE ATTORNEY(s)

WITNESSES :

SIGNED, SEALED AND DELIVERED

by the Parties at _____ in the presence of :

1.

2

WRIT PETITION OF HABEAS CORPUS

A. Synopsis and list of dates (specimen enclosed)

B. Continue from next page:

**IN THE HIGH COURT OF DELHI AT NEW DELHI,
CRIMINAL ORIGINAL JURISDICTION
WRIT PETITION (CRIMINAL) NO. OF 2020
(UNDER ARTICLE 226 OF THE CONSTITUTION OF INDIA)**

IN THE MATTER OF:

_____ S/O _____

AGED ABOUT _____ YEARS

RESIDENT OF _____

THROUGH ____ S/O ____, AGED _____

YEAR AS NEXT FRIEND

PETITIONER

VERSUS

1. STATE GOVERNMENT

HOME DEPARTMENT

DELHI

RESPONDENT NO. 1

2. DISTRICT MAGISTRATE

TEES HAZARI COURT

NEW DELHI

RESPONDENT NO. 2

3. SUPERINTENDENT

TIHAR JAIL

NEW DELHI

RESPONDENT NO. 3

WRIT PETITION UNDER ARTICLE 226 OF THE CONSTITUTION OF INDIA PRAYING INTER ALIA FOR ISSUING WRIT OF HABEAS CORPUS TO RESPONDENT NO. 1, 2 AND 3 THEREBY QUASHING THE IMPUGNED ORDER AND DIRECTING THE RELEASE OF THE PETITIONER AND GRANTING REASONABLE COMPENSATION TO THE PETITIONER

TO,
THE HON'BLE CHIEF JUSTICE OF HIGH COURT,
AND HIS COMPANION JUDGES OF THE
HON'BLE HIGH COURT OF DELHI.

The humble petition of the
Petitioner above named.

1. That the Petitioner is filing the present writ petition under article 226 of the constitution of India praying inter alia for issuing writ of Habeas Corpus to respondent no. 1, 2 and 3 thereby quashing the impugned order and directing the release of the petitioner and granting reasonable compensation to the petitioner.
2. That the petitioner resides in _____ and has been a law abiding citizen of India.
3. That on ___ day of ____, the Petitioner was arrested and detained for a period of 2 months in the Tihar Jail, New Delhi, wherein the Respondent No. 3 is the Superintendent, with an order passed by the Respondent No.1 dated ___ under the National Security Act, 1980. A copy of the order by the Respondent No. 1 has been annexed herewith as Annexure 1.
4. That, on the date of getting detained and arrested in the Tihar Jail. The Petitioner was not informed about the grounds of his detention by Respondent No. 3.
5. That after Ten days of getting arrested and detained, the Petitioner was informed of his ground of arrest and detention.
6. That the report of the ground of detention was furnished to the Petitioner in English, which is not understood by the Petitioner.
7. That the Petitioner's father is interested in the release of the Petitioner from the detention.
8. That the Petitioners have no other efficacious remedy except to approach this Hon'ble Court by way of this Petition under Article 226 of the Constitution of India.
9. That the Petitioners have not filed any other petition or proceeding in any court or tribunal throughout the territory of India regarding the matter.
10. Therefore, the order by Respondent No. 1 dated _____, is illegal, arbitrary and with lack of jurisdiction because of the following grounds given below:-

GROUNDS

That the present Writ Petition is being filed on the following, amongst other, grounds without prejudice to each other;

- a) BECAUSE THE GROUNDS OF DETENTION WERE FURNISHED TO THE PETITIONER AFTER PROLONGED DELAY.
- b) BECAUSE THE PETITIONER'S DETENTION IS VIOLATION OF ARTICLE 21 OF THE INDIAN CONSTITUTION.

- c) BECAUSE THE GROUNDS OF DETENTION OF THE PETITIONER WAS GIVEN IN ENGLISH, WHICH IS NOT COMPREHENSIBLE FOR THE PETITIONER.
- d) BECAUSE THE GROUNDS OF DETENTION IS VERY ARBITRARY AND VAGUE.

PRAYERS

In view of the facts & circumstances stated above, it is most respectfully prayed that this Hon'ble Court may be pleased to:-

- a) Issue a Writ of Habeas Corpus to the Respondent 1 to 3 thereby quashing the impugned order;
- b) Issue an appropriate Writ Directing release of the Petitioner;
- c) Issue appropriate Writ granting reasonable compensation to the Petitioner;
- d) Any other relief, order or direction this court may deem fit and proper under the facts and circumstances of this case.

AND FOR THIS ACT OF KINDNESS THE APPLICANT AS IN DUTY BOUND SHALL EVER PRAY.

FILED BY:

(_____)

ADVOCATE FOR THE PETITIONER

DRAWN ON:

Place

Date:

FORMAT OF VAKALATNAMA HIGH COURT

I am not a member of the welfare fund. Therefore stamp of Rs. 2/- is not affixed herewith.

IN THE HIGH COURT OF JUDICATURE AT _____

ORDINARY ORIGINAL _____ JURISDICTION

SUIT No. _____ OF _____

1)

Petitioner / Applicant /
Appellant / Plaintiff

V/s

2)

Respondent / Non-applicant
/ Defendant

VAKALATNAMA

To

The Prothonotary & Senior Master

High Court, _____

Sir/Madam,

I, _____ the defendant above named do hereby appoint Mr. _____
Advocate High Court, _____ to act, appear and plead for me in the above matter.

IN WITNESS WHEREOF I have set and subscribed my hand to this writing at _____

Dated this day of _____ Month 20____

Respondent / Non-applicant
/ Defendant

Accepted

Mr. _____

Advocate High Court

Address –

