

Form No. (J) 2
 HEADING OF JUDGMENT IN ORIGINAL SUIT
 District: Jorhat

IN THE COURT OF MUNSIFF NO.1, JORHAT

Present: Shri Jaspal Singh, AJS.

Monday, the 5th day of December, 2011.

Title Suit No. 4 of 2010

Shri Raju Barua.....*Plaintiff*

versus

1. Shri Pulin Dutta

2. Shri Probin Sarma

3. Shri Rabin Sarma

4. Shri Mridul Sarma.....*Defendants*

This suit coming on for final hearing on 16.9.2011 and 15.11.2011 in presence of:-

Advocate for the Plaintiff: Shri P. Borthakur

Advocates for the Defendants: Shri Monu Baruah and Shri P. P. Goswami

And having stood for consideration to this day, the Court delivered the following judgment:--

J U D G M E N T

1. This is a suit for declaration and permanent injunction. The case of the plaintiff is as hereunder.

2. The plot of land measuring 1K covered by Dag No.10974 and 10973 of P.P. No.139/147 of Block No.18, Jorhat, as described in Schedule A to the plaint, originally belonged to the defendant no.1 and his mother Smt. Fuleswari Dutta, since deceased. The defendant no.1 and his mother had sold the said land to Sri Gubinda Ch. Sarma, since deceased, the father of the defendants no.2, 3 and 4 vide a registered Sale Deed on 15.12.1973. On and from 15.12.1973 the purchaser Gubinda Ch. Sarma

had been in possession of the said land till his death along with the defendants no.2, 3 and 4. The said land comprised of 14L from Dag No.10974 and 6L from Dag No.10973. The said Gubinda Ch. Sarma, during his lifetime, had mutated his name in the record of rights and had subsequently partitioned his land under new Patta No.139/147 of Block No.18 of Jorhat Town. After the death of Gubinda Ch. Sarma, the defendants no.2, 3 and 4 got their names mutated in the record of rights and continued their possession. On 3.10.2008, the said land (that is, the Schedule A land) was purchased by the plaintiff from the defendants no.2, 3 and 4 vide a registered Sale Deed. Out of the said land, the land measuring 14L under Dag No.10974 of P.P. No.139/147 of Block No.18, Jorhat Town, is the subject-matter of this suit and is described in Schedule B to the plaint. It is hereinafter referred to as the suit land.

3. On or about 4.3.2009, the defendant no.1 filed a proceeding under Section 145, Cr.P.C., before the Executive Magistrate which was contested by the plaintiff and the defendants no.2, 3 and 4. But, subsequently, the defendant no.1 withdrew the same on 17.11.2009. After withdrawal of the said Misc. Case, the defendant no.1 started demanding possession of the suit land from the plaintiff and frequently disturbing him in his peaceful possession. Hence, the plaintiff has instituted this suit for declaration of his right, title interest and possession in respect of the suit land and for permanent injunction. He has also made an alternative prayer that the defendants no.2, 3 and 4 are liable to deliver to him the quantum of suit land from their source attaching with remaining

undisputed 6L with all correction in papers and documents if his claim on the defendant no.1 is defeated by reason of defective title and delivery of possession on suit land of defendants no.2, 3 and 4.

4. The defendants have contested this suit by filing two written statements, one for the defendant no.1 and the other for the defendants no.2, 3 and 4. While the defendant no.1 has denied all the averments of the plaint, the defendants no.2, 3 and 4 have, by and large, admitted the averments made in the plaint but have prayed for dismissal of the alternative prayer of the plaintiff.

5. The case of the defendant no.1 is that Late Joy Kanta Dutta, the father of the defendant no.1, was originally the owner of the Schedule A land. After his death, his wife Fuleswari Dutta, since deceased, and the defendant no.1 had inherited the same. The defendant no.1 had never sold the said land to the father of the defendants no.2, 3 and 4. At the time of execution of the alleged Sale Deed, the defendant no.1 was a minor. The father of the defendants no.2, 3 and 4 somehow managed to register the Sale Deed fraudulently and took over possession of 1K of land covered by Dag No.10974 and subsequently mutated his name in the record of rights and ultimately partitioned the land in his own name by forming a new Dag No.11174 of new Patta No.147. After the said partition, a piece of land measuring 14L remained in the original Dag No.10974 of P.P. No.139 in the name of the defendant no.1 as the sole Pattadar thereof.

6. The land under other Dag No.10973 of the said Patta No.139 was sold out during the days of the father of the

defendant no.1 and the said Dag was separated and merged with the Patta No.35 vide Partition case No.54 of 1974-75. The defendants no.2, 3 and 4 have never been in possession of any portion of land of Dag No.10973. Prior to 3.10.2008 the land measuring 1K covered by Dag No.10974 was partitioned in the name of the father of the defendants no.2, 3 and 4 forming a new Dag No.11174 of new Patta No.147, and, as such, the question of the plaintiff's purchase of 1K of land in Dag No.10974 on the said date is totally false. As on 3.10.2008 as per the Jamabandi there is only 14L of land in Dag No.10974 of P.P. No.139, and so there is no question of the plaintiff's purchasing any land under that Dag. As the plaintiff unlawfully encroached the land of the defendant no.1 measuring 14L covered by Dag No.10974, the defendant no.1 complained the matter before the D.C. by two separate petitions. The petitions were registered as a Misc. case. But to avoid multiplicity of proceedings the defendant no.1 had withdrawn the petition being Misc. Case No.10/09.

ISSUES

7. On the basis of the pleadings, the following issues were framed in this suit:

Issue No.1: Whether there is a cause of action for the suit?

Issue No.2: Whether the suit is maintainable?

Issue No.3: Whether the plaintiff has right, title, interest and possession over the suit land?

Issue No.4: Whether the defendant no.1 sold the suit land to the father of the defendants no.2, 3 and 4 by way of

registered Sale Deed dated 15.12.1973 and delivered the possession of land measuring 14L from Dag No.10974 and 6L from Dag No.10973?

Issue No.5: Whether the plaintiff is entitled to get a decree for permanent injunction restraining the defendant no.1 from entering into the suit land?

Issue No.6: Whether the plaintiff in the alternative is entitled to get a decree that the defendants no.2, 3 and 4 are liable to deliver quantum of suit land to the plaintiff from their source attaching with remaining undisputed 6L to the plaintiff with all correction in papers and documents if plaintiff's claim on defendant no.1 is defeated for the fault of the defendants no.2, 3 and 4?

Issue No.7: To what other relief(s) is the plaintiff entitled?

8. The plaintiff has examined as many as three witnesses, including himself, in support of his case. The defendant no.1 has examined only himself in support of his case. The defendants no.2, 3 and 4, on the other hand, have not adduced any evidence.

DISCUSSION, DECISION AND REASONS THEREFOR

9. I have gone through the pleadings of the parties and the evidence on record, and have perused the relevant documents and also considered the submissions made by the learned advocates.

Decision on Issue No.1 with reasons

10. The averments made in the plaint *prima facie* disclose that there is a cause of action for the suit. It may be stated here that cause of action is nothing but a bundle of facts

which a party has to prove to get a judgment in his favour. It is a different aspect altogether as to whether or not he succeeds in proving those facts. In the instant suit, the plaintiff has alleged that he has right, title and interest in respect of the suit land. He has to prove this fact to get a judgment in this favour. So there is a cause of action for this suit. This issue is, accordingly, decided in the affirmative.

Decision on Issue No.2 with reasons

11. The defendant no.1 has averred in para 1 of his written statement that the instant suit is not maintainable and is liable to be dismissed. But he has not raised any matter which shows that the suit is not maintainable. The provision of Order VIII, Rule 2, CPC, states that the defendant must raise by his pleading all matters which show the suit *not to be maintainable*. It was incumbent upon the defendant no.1 in view of the above provision of Order VIII, Rule 2, CPC, to raise all matters in his written statement in support of his plea that the suit is not maintainable. As he has not done so, the instant suit cannot be said to be not maintainable. This issue is, accordingly, decided in the affirmative.

Decision on Issue No.3 with reasons

12. The plaintiff has stated in his evidence on affidavit that the land measuring 1K covered by Dag No.10974 and 10973 of P.P. No.139 of Block No.18, Jorhat, as described in Schedule A to the plaint, was sold by the defendant no.1 and his mother Smt. Fuleswari Dutta, since deceased, to Sri Gubinda Ch. Sarma, since deceased, the father of the defendants no.2, 3 and 4, vide a registered

Sale Deed No.3895 dated 15.12.1973 (Ext.I). On and from 15.12.1973 the purchaser Gubinda Ch. Sarma had been in possession of the said land till his death along with the defendants no.2, 3 and 4. The said land comprised of 14L from Dag No.10974 and 6L from Dag No.10973. The said Gubinda Ch. Sarma, during his lifetime, had mutated his name in the record of rights and had subsequently partitioned his land under new Patta No.139/147 of Block No.18 of Jorhat Town. After the death of Gubinda Ch. Sarma, the defendants no.2, 3 and 4 got their names mutated in the record of rights and continued their possession. On 3.10.2008, the said land (that is, the Schedule A land) was purchased by the plaintiff from the defendants no.2, 3 and 4 vide a registered Sale Deed No.2399/1936 dated 3.10.2008 (Ext.III). The plaintiff accordingly acquired possession of the said land on that date from the defendants no.2, 3 and 4. Out of the said land, the land measuring 14L under Dag No.10974 of P.P. No.139/147 of Block No.18, Jorhat Town, is the subject-matter of this suit and is described in Schedule B to the plaint.

13. What, therefore, appears from the averments made by the plaintiff in the plaint as well as his evidence on affidavit is that out of the said 1K land which was purchased by the father of the defendants no.2, 3 and 4 from the defendant no.1 (and his mother) and which was subsequently purchased by the plaintiff from the defendants no.2, 3 and 4, the land measuring 14L belonged to Dag No.10974 and the land measuring 6L belonged to Dag No.10973. The said land measuring 14L covered by Dag No.10974 is the subject-matter of this suit,

and, in other words, the suit land. What also appears from the averments made by the plaintiff in the plaint as well as his evidence on affidavit is that the same land measuring 1K was purchased by the father of the defendants no.2, 3 and 4 from the defendant no.1 (and his mother) and subsequently by the plaintiff from the defendants no.2, 3 and 4.

14. But from the evidence of Sri Amulya Kalita (PW2), the concerned Lat Mandal, it is evident that out of the total 4K-5L of land of P.P. No.139, 2K-11L of land covered by Dag No.10973 (i.e. the entire land covered by Dag No.10973) was sold to Dimbeswar Saikia and 1K of land covered by Dag No.10974 (out of 1K-14L) was sold to Gubinda Ch. Sarma, the father of the defendants no.2, 3 and 4. The 1K of land purchased by Gubinda Ch. Sarma was partitioned out from the original Patta to form new Patta No.147 and new Dag No.11171. Only 14L of land remained in Dag No.10974 of P.P. No.139 and the name of the defendant no.1 has been mutated in respect of the said remaining 14L of land by virtue of inheritance. In his cross-examination, PW2 has deposed that presently there is only one Dag, namely Dag No.10974, in P.P. No.139 and the said Dag contains 14L of land which is in the name of the defendant no.1. What it can be clearly understood from the testimony of PW2, therefore, is that the new Dag No.11171 of new P.P. No.147 was formed after partition from the old Dag No.10974 of old P.P. No.139, and the said new Dag of the said new Patta comprises of 1K of land which was purchased by Gubinda Ch. Sarma out of the total 1K-14L of land of the old Dag No.10974. This means the 1K of land which was purchased by the plaintiff from

the defendants no.2, 3 and 4 is none other than the same 1K of land covered by the new Dag No.11171 of new P.P. No.147. As such, there is no question of the plaintiff's purchased land including 6L of land covered by Dag No.10973, for, the entire land under Dag No.10973 had already been sold to Dimbeswar Saikia long ago. There is also no question of the plaintiff's purchased land including 14L of land covered by Dag No.10974, for, the Dag No.10974 has only 14L of land and that is in the name of the defendant no.1. Therefore, the assertion of the plaintiff that out of his purchased land the land measuring 14L is covered by Dag No.10974 and the land measuring 6L is covered by Dag No.10973 is not at all believable.

15. From the Sale Deed No. 2399/1936 dated 3.10.2008 (Ext.III), it is apparent that on 3.10.2008 the plaintiff had purchased, from the defendants no.2, 3 and 4, a plot of land measuring 1K, covered by Dag No.10974/11171 of P.P. No.139/147. In the plaint, the plaintiff has described this purchased land in Schedule A. But, in Schedule A, the description of the purchased land does not tally with the description as per the Schedule of the Sale Deed (Ext.III). In Schedule A to the plaint, the plaintiff has described this land as the land measuring 1K covered by Dag Nos.10974 and 10973 of P.P. No.139/147 of Block No.18, Jorhat Town. But in the Schedule of Ext.III, this land has been described as the land measuring 1K covered by Dag No.10974/11171 of P.P. No.139/147. Coming again to the testimony of Sri Amulya Kalita (PW2), the concerned Lat Mandal, it appears that the suit Patta No.139 of Block No.18, Jorhat Town, was originally in the name of Joy Kanta Dutta. Originally Joy Kanta Dutta had

4K-5L of land under the said Patta. In that Patta, 2K-11L of land was under Dag No.10973 and 1K-14L of land was under Dag No.10974. Joy Kanta Dutta sold 2K-11L of land under Dag No.10973 to one Dimbeswar Saikia. Out of the total 1K-14L of land under Dag No.10974, 1K of land was sold to Gubinda Ch. Sarma who mutated his name in the record of rights and partitioned out his land and thereby new Patta No.147 and new Dag No.11171 was formed. Therefore, in the new P.P. No.139/147 containing the Dag No.10974/11171 [the Jamabandi of which has been exhibited by the plaintiff as Ext.II(1)] there was only 1K of land and that was in the name of Gubinda Ch. Sarma. In the original Dag No.10974 of P.P. No.139 there remained 14L of land and that land is in the name of the defendant no.1.

16. It is, therefore, evident that the plaintiff has wrongly described his purchased land in Schedule A to the plaint as the land covered by Dag No.10974 and 10973 of P.P. No.139/147. The purchased land should have been described as described in the Schedule of the Sale Deed (Ext.III). The entire land of Dag No.10973 was already sold out to Dimbeswar Saikia long ago. And the land under Dag No.10974 contains only 14L of land and that is in the name of the defendant no.1 which he had inherited from his father Joy Kanta Dutta. But the Patta number has been correctly mentioned in the Schedule A to the plaint as P.P. No.139/147 (that is, the new Patta partitioned out of the original P.P. No.139). The Dag number should have been 10974/11171 i.e. the new Dag number of the partitioned out P.P. No.139/147 which comprises of 1K of land that was purchased by Gubinda Ch. Sarma.

Therefore, the plaintiff has right, title and interest over the said 1K of land covered by Dag No.10974/11171 of P.P. No.139/147, but not over the land measuring 14L covered by Dag No.10974 of P.P. No.139. The averment of the plaintiff in the plaint that his purchased land comprises of 14L of land under Dag No.10974 and 6L of land under Dag No.10973 is, therefore, not at all believable.

17. It appears from the Sale Deed (Ext.I) that Gubinda Ch. Sarma had purchased, from the defendant no.1 and his mother, a land measuring 1K situated at the southern side out of the entire land of P.P. No.139 measuring 4K-5L i.e. 2K-11L of land under Dag No.10973 and 1K-14L of land under Dag No.10974. At the time of execution of the Sale Deed (Ext.I), the land measuring 2K-11L under Dag No.10973 was, in all probability, already sold out to Dimbeswar Saikia, but reference was still made about that land in the Schedule of the said Sale Deed possibly and likely because the said land was not partitioned out from the suit Patta by then. The relevant entries made in the Jamabandi (Ext.VI) tend to show that the land measuring 2K-11L under Dag No.10973 was already sold out as on the date of execution of Sale Deed (Ext.I). As per Jamabandi (Ext.VI), the mutation case number pertaining to Dimbeswar Saikia in respect of 2K-11L of land under Dag No.10973 was 46 of 1974-75, whereas the mutation case number pertaining to Gubinda Ch. Sarma in respect of 1K of land under Dag No.10974 was 283 of 1974-75. The very fact that mutation case pertaining to the land purchased by Dimbeswar Saikia was registered prior to that pertaining to the land purchased by Gubinda Ch. Sarma goes to show that the land measuring 2K-11L

covered Dag No.10973 was already sold to Dimbeswar Saikia as on the date of execution of Sale Deed (Ext.I).

18. Therefore, it is very much clear that no land under Dag No.10973 was sold out to Gubinda Ch. Sarma vide Sale Deed (Ext.I). Only the land under Dag No.10974 was sold to him and that too the southern portion of land measuring 1K. That the land sold out to Gubinda Ch. Sarma was the southern portion is very much clear from the Schedule of the Sale Deed (Ext.I). The four boundaries shown in the Schedule of the Sale Deed (Ext.I) are not the boundaries of the land sold to Gubinda Ch. Sarma and this fact is very much clear from the south boundary which according to the Schedule is *“the sold out land out of the land bounded by these four sides”*. As the land sold out to Gubinda Ch. Sarma was the southern portion, this means that after selling 1K of land at the southern side covered by Dag No.10974 to Gubinda Ch. Sarma, 14L of land under Dag No.10974 remained unsold and that was obviously situated to the north of the land sold to Gubinda Ch. Sarma. Further, the land under Dag No.10973 was apparently situated to the north of the said 14L of land under Dag No.10974. Consequently, therefore, the land measuring 1K under Dag No.10974 that was sold to Gubinda Ch. Sarma was adjacent to the remaining land under Dag No.10974 measuring 14L, and the said remaining land under 10974 measuring 14L was adjacent to the land under Dag No.10973. This conclusion of mine gets full support from the Trace Map exhibited by the defendant no.1 as Ext.Gha. The defendant no.1 has also stated in his cross-examination that the land under Dag No.10974 (i.e. measuring 14L) and the land under Dag

No.10973 are adjacent to each other. Therefore, the said 14L of land covered by the original Dag No.10974 which is adjacent to the land covered by Dag No.10973 is the land of the defendant no.1 and the said 1K of land covered by Dag No.10974/11171 of P.P. No.139/147 is the land of the plaintiff. The boundaries of the suit land as shown in Schedule B to the plaint, wherein the north boundary has been shown as the land of Dimbeswar Saikia (that is, land covered by Dag No.10973), clearly go to show that the suit land is, in fact, the land of the defendant no.1 and it is covered by Dag No.10974 of P.P. No.139. In the premises, the plaintiff does not have any right, title and interest over the suit land i.e. the land measuring 14L covered by Dag No.10974 of P.P. No.139.

19. In view of the above discussion, the issue at hand is decided in the negative and against the plaintiff.

Decision on Issue No.4 with reasons

20. As I have already discussed in my discussion on Issue No.3, the defendant no.1 and his mother had sold the land measuring 1K covered by the original Dag No.10974 of P.P. No.139 to Gubinda Ch. Sarma, the father of the defendants no.2, 3 and 4, by way of registered Sale Deed dated 15.12.1973 (Ext.I) . Thereafter, Gubinda Ch. Sarma had mutated his name in the record of rights and partitioned out his land and thereby new Patta No.139/147 containing the new Dag No.10974/11171 was formed. The testimony of PW2, the relevant entries in the Jamabandi (Ext.VI) and the Jamabandi of the partitioned out Patta [Ext.II(1)] clearly establish this fact. Therefore, it will not at all be correct to say that the defendant no.1 had

sold the suit land (that is Schedule B land) to the father of the defendants no.2, 3 and 4 and had delivered the possession of land measuring 14L from Dag No.10974 and 6L from Dag No.10973. This issue is, accordingly, decided in the negative.

Decision on Issue No.5 with reasons

21. In view of my decision on Issue No.3, the plaintiff is not entitled to get a decree for permanent injunction as prayed for. This issue is, accordingly, decided in the negative.

Decision on Issue No.6 with reasons

22. As it appears from the Schedule of the Sale Deed (Ext.III), the land sold by the defendants no.2, 3 and 4 to the plaintiff was land measuring 1K covered by Dag No.10974/11171 of P.P. No.139/147, that is, the land which was purchased by Gubinda Ch. Sarma, the father of the defendants no.2, 3 and 4, by way of registered Sale Deed 15.12.1973 (Ext.I) and which was partitioned out by him from the original Patta. The said Sale Deed (Ext.III) correctly mentions the Dag No. and Patta No. of the sold out land in its Schedule, and it nowhere mentions anything about the land under Dag No.10974 or Dag No.10973 about which the plaintiff has mentioned in the Schedule to the plaint. I fail to understand as to why the plaintiff should have been possessing the Schedule A land (i.e. the land under Dag Nos.10974 and 10973), as he has so alleged in the plaint, when the Sale Deed (Ext.III) itself mentions about the land to be of Dag No.10974/11171 of P.P. No.139/147, and not of Dag Nos.10974 and 10973.

23. But, on going through the written statement of the defendants no.2, 3 and 4, what I can find is that they have, in fact, admitted the assertion of the plaintiff that the latter had purchased from them the land described in Schedule A to the plaint vide the registered Sale Deed (Ext.III). This admission on their part is inconsistent with the Schedule of the Sale Deed (Ext.III) executed by them wherein the land sold by them has been shown as the land covered by Dag No.10974/11171 of P.P. No.139/147 and not the land described in Schedule A to the plaint. However, what is common in the Schedule A to the plaint and the Schedule of the Ext.III is the boundaries. In both the Schedules, the boundaries of the lands are exactly the same. Therefore, though the plaintiff has described the purchased land in his plaint with different Dag numbers, the similarity in the boundaries of the lands goes to show that he had purchased and taken delivery of that very land that was sold to him by the defendants no.2, 3 and 4 vide Ext.III.

24. The north boundary of the lands in the Schedules has been shown as the land of Late Dimbeswar Saikia, that is, the land covered by Dag No.10973. This implies that the land under Dag No.10973 is situated adjacently to the north of the said land. But, as I have discussed in para 18 of this Judgment, the land covered by Dag No.10973 is situated adjacently to the north of the land measuring 14L covered by Dag No.10974 of P.P. No.139 (that is, the land of the defendant no.1); and the said land measuring 14L covered by Dag No.10974 of P.P. No.139 is situated adjacently to the north of the land measuring 1K covered by Dag No.10974/11171 of P.P. No.139/147 (that is, the

land that was purchased by the father of the defendants no.2, 3 and 4 vide Ext.I). Therefore, the land measuring 14L covered by Dag No.10974 situated to the south of the land of Late Dimbeswar Saikia is the land of the defendant no.1 and the land measuring 1K covered by Dag No.10974/11171 of P.P. No.139/147 situated to the south of the said land of the defendant no.1 is the land of the plaintiff that was purchased by the father of the defendants no.2, 3 and 4 vide Ext.I. It is, therefore, apparent that in the Schedule of the Sale Deed (Ext.III) the north boundary was wrongly shown as the land of Late Dimbeswar Saikia. The boundaries of the suit land measuring 14L described in Schedule B to the plaint (which is a part of the land described in Schedule A) go to show that it is, in fact, the land of the defendant no.1 as the north boundary thereof is the land of Late Dimbeswar Saikia. It can, therefore, be said from the boundaries shown in the Schedule of the Sale Deed (Ext.III) that the plaintiff was sold and delivered a plot of land measuring 1K *which included the land of the defendant no.1 measuring 14L*. The said 1K of land included 6L of land covered by Dag No.10974/11171 of P.P. No.139/147 and 14L of land covered by Dag No.10974 of P.P. No.139. The defendants no.2, 3 and 4 had right, title and interest in respect of only the said 6L of land (out of the said 1K) which was the southern portion of the said 1K land. The remaining land of the defendants no.2, 3 and 4 (measuring 14L) was situated to the south of the said 6L of land. The land measuring 14L out of the said 1K was the land of the defendant no.1 and it was situated adjacent to the land of Late Dimbeswar Saikia.

25. Therefore, the defendants no.2, 3 and 4 are, according to my considered view, liable to compensate the plaintiff with a quantum of land measuring 14L. In the result, this issue is decided in the affirmative and in favour of the plaintiff.

Decision on Issue No.7 with reasons

26. Apart from the relief as stated in my decision on Issue No.6, the plaintiff is also entitled to the costs of this suit. This issue is decided accordingly.

ORDER

The suit of the plaintiff is partly decreed on contest with costs. The defendants no. 2, 3 and 4 are liable to compensate the plaintiff with a quantum of land measuring 14 Lochas.

A decree be prepared accordingly and the case record be consigned to the Record Room.

Given under my hand and the seal of this Court on this the 5th day of December, 2011, at Jorhat.

APPENDIX**Witnesses examined by the Plaintiff:**

1. Shri Raju Barua (PW1)
2. Shri Amulya Kalita (PW2)
3. Syed Md. Salim (PW3)

Documents exhibited by the Plaintiff:

1. Sale Deed (Ext.I)
2. Certified copy of Jamabandi [Ext.II(1) and Ext.II(2)]
3. Sale Deed (Ext.III)
4. No Objection Certificate (Ext.IV)
5. Receipt [Ext.V(1)]
6. Drawing [Ext.V(2)]
7. Certified copy of Jamabandi (Ext.VI)

Witnesses examined by the Defendants:

1. Shri Pulin Dutta (DW1)

Documents exhibited by the Defendants:

1. Certified copy of Jamabandi (Ext.Ka)
2. Periodic Khiraj Patta (Ext.Kha)
3. Mutation Order (Ext.Ga)
4. Trace Map (Ext.Gha)
5. Revenue Receipts [Ext.Unga(1) to Ext.Unga(10)]

(SHRI JASPAL SINGH)

Munsiff No.1:: Jorhat

