

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

District- Nalbari

**IN THE COURT OF CIVIL JUDGE :::::::::::::::::::::::::::::::NALBARI**

Present : Smti. Himakshi Thakuria Buragohain  
Civil Judge  
Nalbari.

Friday, the 27<sup>th</sup> day of November, 2020

**TITLE SUIT NO : 14/2016**

**Sri Jagat Chandra Medhi**

**-----Plaintiff**

- VS -

**Sri Sukleswar Talukdar**

**-----Defendant**

The suit is coming on for final hearing on 10.11.2020 in presence of:-

Advocate for the Plaintiff : Mr. A. Mazid.

Advocate for the Defendant : Mr. R. Patgiri.

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 specific performance of contract for sale with other relief.

2. The plaintiff case is that the land measuring 1 Bigha of KP Patta No.323 covered by Dag No.751 as described in the schedule 'B' belongs to defendant no.1 to 4. Defendant no.1 wanted to sell 1 katha of land of schedule 'B' to the plaintiff for Rs.2,00,000/-(Rupees Two Lakhs only) and accordingly an agreement for sale was executed between the plaintiff and defendant no.1 on 03.06.2014 by deed no.303/2014 and out of Rs.2,00,000/-(Rupees Two Lakhs) Rs.1,00,000/-(Rupees One Lakh) was paid to the defendant no.1 by the plaintiff on the same day. After the execution of said deed the other brothers and sister of defendant no.1 also agreed to sell their share to the plaintiff. However, they fixed the price of 1 Bigha land as mentioned in schedule 'B' for Rs.9,70,000/- (Rupees Nine Lakhs Seventy Thousand only) instead of Rs.10,00,000/-(Rupees Ten Lakhs). As per mutual agreement arrived at between the plaintiff and defendant no.1 to 4 Rs.1,94,000/-(Rupees One Lakh Ninety Four Thousand) per katha was fixed instead of Rs.2,00,000/-(Rupees Two Lakhs). It is averred by the plaintiff that each brother has a share of 1 katha 10 Lechas land and their sister defendant no.4 has a share of 10 Lechas. Out of Rs.8,73,000/-(Rupees Eight Lakhs Seventy Three Thousand) each brother will receive Rs.2,91,000/- (Rupees Two Lakhs n-Ninety One Thousand) and their sister will receive Rs.97,000/-(Rupees Ninety Seven Thousand) according to their share. In terms of the agreement the plaintiff had paid Rs.4,00,000/- (Rupees Four Lakhs) in cash to the defendant no.1 to 4 on 27.06.2014 and Rs.1,00,000/- (Rupees One Lakh) was paid earlier to defendant no.1 on 03.06.2014 i.e the total amount of Rs.5,00,000/-(Rupees Five Lakhs) was paid to defendant no.1 to 4 and remaining balance amount to be paid was Rs.4,70,000/-(Rupees Seventy Thousand). On the day of agreement i.e 27.06.2014 defendant no.1 received Rs.50,000/-(Rupees Fifty Thousand) on 27/06/2014 and received Rs.1,00,000/-

(Rupees One Lakh) on 03/06/2014 i.e total amount of Rs.1,50,000/-(Rupees One Lakh Fifty Thousand) was received by defendant No.1. Defendant no.2 and 3 also received sum of Rs.1,50,000/-(Rupees One Lakh Fifty Thousand) on 27.06.2014. On the same day defendant no.4 also received Rs.50,000/-(Rupees Fifty Thousand). It is also averred by the plaintiff that the defendant no.1 received Rs.1,10,000/-(Rupees One Lakh Ten Thousand) from the plaintiff on 30.01.2016 and handed over the possession of his share by executing a katcha deed to that effect. According to the plaintiff defendant no.1 received Rs.2,60,000/- (Rupees Two Lakhs Sixty Thousand) in two times and Rs.31,000/-(Rupees Thirty One Thousand) was due to him. Defendant no.2 received Rs.1,50,000/-(Rupees One Lakh Fifty Thousand) for his share of 1 Katha 10 Leches land for value of Rs.2,91,000/-(Rupees Two Lakhs Ninety One Thousand) and on 06.07.2015 the possession of his share of land was handed over to him by executing a katcha deed. The balance amount left to be paid to defendant no.2 was Rs.1,41,000/-(Rupees One Lakh Forty One Thousand). Defendant no.3 and 4 having share of 1 Katha 10 Lechas and 10 Lechas respectively i.e 2 Kathas land in total received Rs.2,00,000/-(Rupees Two Lakhs) from the plaintiff out of Rs.3,88,000/-(Rupees Three Lakhs Eighty Eight Thousand) on 27.06.2014 and handed over the possession of their share of land to the plaintiff on 03.02.2016 after receiving Rs.35,000/-(Rupees Thirty Five Thousand) by executing a katcha deed. The balance amount of Rs.1,23,500/-(Rupees One Lakh Twenty Three thousand five hundred) was due to defendant no.3 and Rs.29,500/-(Rupees Twenty Nine Thousand Five Hundred) was due to defendant no.4. According to the plaintiff he developed the suit land by filling earth and also by repairing two Assam type houses situated over the suit land. After that the plaintiff on several occasions requested defendant no.1 to 4 to take step for obtaining the sale permission and execute the sale deed. But in spite of repeated demand by plaintiff the defendant no.1 to 4 did not execute the sale deed. It is alleged by plaintiff that on 27.02.2016 defendant no.5 Kanak Barman entered into the two vacant houses over the suit land and took possession of the suit land. The plaintiff further averred that though Advocate notice was issued to defendant no.1 and 5 they did not respond. It is pleaded by the plaintiff that defendant no.2,3 and 4 when contacted by the plaintiff expressed their willingness to execute and register

a sale deed in favour of the plaintiff but due to attitude of the defendant no.1 the further sale process could not be followed up. Hence, this case.

3. On receiving the summons defendant no.1,2,3 and 4 appeared in the suit and filed their written statement separately. As defendant no.5 failed to appear and contest the suit even after due service of summons the suit proceeded ex-parte against the him. In his written statement the defendant no.1 denied the averments of the plaintiff. Defendant no.1 stated in his written statement that 1 Bigha land as described in schedule 'B' of the plaint is the joint landed property of defendant no.1 to 4 and defendant no.1 has 1 katha 10 Lechas land in his share. Next to his share is the share of defendant no.3, then defendant no.2, then defendant no.4's share of 10 Lechas land from north to south. There is also a provision of six feet road for every body's access. It is admitted by defendant no.1 that he offered to sell 1 Katha land out of his share to the plaintiff and plaintiff also agreed to purchase and accordingly deed no.303 dated 03.06.2014 was also executed by the defendant no.1 and Rs.1,00,000/-(Rupees One Lakh) was received advance. Subsequently, the other defendants also agreed to sale their share of land to the plaintiff and accordingly agreement no.405/2014 was executed by defendant no.1 to 4 in respect of their entire 1 Bigha land on 27.06.2014. In that agreement though it is shown that the plaintiff has paid Rs.5,00,000/-(Rupees Five Lakhs) as advance, but in fact the plaintiff has issued only one cheque of Rs.4,00,000/-(Rupees Four Lakhs) in the name of defendant no.2. The remaining payment of Rs.1,00,000/-(Rupees One Lakh) was adjusted against the payment made to defendant no.1 in view of agreement No.303/2014 dated 03.06.2014. It is further alleged by the defendant no.1 that after execution of agreement No.405 the defendant no.1 asked defendant no.2 to pay his respective share amount but defendant no.2 did not pay the amount. The defendant no.1 also requested the plaintiff to pay his share amount but even the plaintiff did not make any payment for his share. In the last part of 2015 the plaintiff only paid him Rs.10,000/-(Rupees Ten Thousand) and kept his signature on a blank paper. After that defendant no.1 went to return the advance of Rs.1,10,000/-(Rupees One Lakh Ten Thousand) but the plaintiff refused to accept the same. Hence, the defendant has prayed to dismiss the suit of the plaintiff.

4. On perusal of the pleadings following issues were framed--

- (i) Whether the suit is maintainable ?
- (ii) Whether the plaintiff paid Rs.4,00,000/- to the defendants on 27.06.2014 and Rs.1,00,000/- was paid to the defendant no.1 on 03.06.2014 as per the agreement ?
- (iii) Whether the defendant no.1 to 4 handed over possession of their respective share of land to the plaintiff ?
- (iv) Whether the defendant no.1 received Rs.1,10,000/- on 30.01.2016 and handed over possession of his share of land to the plaintiff and executed a katcha deed to this effect ?
- (v) Whether the plaintiff had improved the land by filling earth ?
- (vi) Whether the defendant no.1 to 4 did not come forward to perform their part of contract ?
- (vii) Whether the plaintiff is willing to do his part of contract ?
- (viii) Whether the plaintiff is entitled to the relief/reliefs as claimed for
- (ix) To what other relief or reliefs the parties are entitled to ?

#### **FINDINGS AND REASONS THEREOF**

5. In support of the case the plaintiff has adduced the evidence of 4 (four) witnesses and has exhibited 14(fourteen) documents. On the other hand the defendant adduced 3 (three) and exhibited 3 (three) documents.

6. I have heard the arguments of the Learned Counsels for plaintiff and defendant and have discussed the issues as follows :-

**ISSUE NO (i) :**

**Whether the suit is maintainable in its present form ?**

There is no specific pleading that the suit is not maintainable in its present form or in the manner in which it should have been filed. The plaintiff has claimed for a decree of specific performance of contract along with other relief. This suit is filed within the period of limitation and proper court fee has also been filed. I find nothing to hold that the suit is not maintainable in its present form.

Accordingly, this issue is decided in affirmative and in favour of the plaintiff.

**ISSUE NO (ii)**

**Whether the plaintiff paid Rs.4,00,000/- to the defendants on 27.06.2014 and Rs.1,00,000/- was paid to the defendant No.1 on 03.06.2014 as per the agreement.**

It is the case of the plaintiff that the land measuring 1 Bigha covered by KP Patta No.323 Dag No.751 of village Narayanpur belong to defendants No. 1 to 4. According to the plaintiff on 03.06.2014 the defendant No.1 executed an agreement for sale in favour of the plaintiff vide deed No.303/14 for selling his 1 Katha land out of schedule B land as mentioned in the plaint for Rs.2,00,000/- (Rupees two Lakhs) and on the same day Rs.1,00,000/- (Rupees One Lakh only) was paid by the plaintiff to the defendant No.1. The plaintiff further averred that defendant No.1 to 4 informed him that though the defendant No.1 had agreed to sell him 1 Katha land at Rs.2,00,000/- (Rupees Two Lakhs only) they were inclined to sell the entire plot of 1 Bigha to the plaintiff at Rs.9,70,000/- (Rupees Nine Lakhs Seventy Thousand only) instead of Rs.10,00,000/-(Rupees Ten Lakhs), thus fixing

Rs.1,94,000/- (Rupees One Lakh Ninety Four Thousand only) per katha instead of Rs.2,00,000/- (Two Lakhs only). Accordingly an agreement for sale was entered into between the plaintiff and defendant No.1 to 4 on 27.06.2014. The plaintiff averred that he had paid Rs.4,00,000/- (Rupees Four Lakhs only) in cash to defendant No.1 to 4 on 27.06.2014 and Rs.1,00,000/- (Rupees One Lakh) to defendant No.1 earlier on 03.06.2014 i.e in total a sum of Rs.5,00,000/- was paid by the plaintiff to the defendants No. 1 to 4 and Rs.4,70,000/- was the balance amount.

The defendants No.2 to 4 admitted the plea of the plaintiff and also admitted that all the brothers and sister had handed over the possession of their share of land to the plaintiff.

However, the defendant No.1 in his written statement though admitted that he offered to sell 1 katha land from his share to the plaintiff and that deed no.303/14 was executed on 03.06.2014 between him and the plaintiff and that he received Rs.1,00,000/- (Rupees One Lakh) from the plaintiff as advance, denied the plea of the plaintiff that Rs.5,00,000/- (Rupees Fifty Thousand) which was mentioned in the agreement was paid to them. According to the defendant No.1 the plaintiff had paid one cheque of Rs.4,00,000/- (Rupees Four Lakhs) only in the name of defendant no.2.

Now, if we go through the cross examination of DW-1 we find him stating that he took Rs.1,00,000 (Rupees One Lakh) from the plaintiff on the day of agreement for sale of his 1 katha land. DW-1 also stated that later he along with his brothers and sisters executed Exhibit-2 in favour of the plaintiff and on that day the plaintiff issued a cheque of Rs.4,00,000/- (Rupees Four Lakhs) to them. DW-1 further stated that the cheque of Rs.4,00,000/- (Rupees Four Lakhs) was received by his elder brother Sankar on 27.06.2014 but his brother did not give him any amount of the cheque. But the defendant could not prove the plea taken by him by adducing any cogent evidence or by exhibiting any documents i/c with the cheque or cheque amount. The defendant no.1 also could not prove that he did not receive any money from the said Rs.4,00,000/- (Rupees Four Lakhs). On the other hand we

find defendant no.2 to 4 stating in their written statement that after receiving the advance amount from the plaintiff they have handed over the possession of their share to the plaintiff.

DW-1 has clearly stated in his cross-examination that he has not denied his signatures in Exhibit 1 and 2. DW-1 has also admitted in his cross-examination that he entered into a registered agreement with the plaintiff and i/c with that he took Rs.1,00,000/-(Rupees One Lakh) from the plaintiff on the same date. Exhibit.2 make it clear that an agreement for sale was executed between the plaintiff and defendant no.1 to 4 on 27.06.2014 and that the consideration price was fixed at Rs.9,70,000/-(Rupees Nine Lakhs Seventy Thousand only) for 1 Bigha out of which Rs.5,00,000/-(Rupees Five Lakhs only) was paid and Rs.4,70,000/- (Rupees Four Lakhs Seventy Thousand only) was to be paid at the time of registration. It is already stated by the plaintiff that the sum of Rs.5,00,000/-(Rupees Five Lakhs) mentioned in the agreement was adjusted with the sum of Rs.1,00,000/-(Rupees One Lakhs) which was received by the defendant no.1 earlier on 03.06.2014. Exhibit-1 is the agreement for sale executed between the plaintiff and the defendant no.1 on 03.06.2014 wherein it is stated that Rs.1,00,000/- was received by the defendant no.1 from the plaintiff.

From the above discussion there is no reason to disbelieve the fact that the plaintiff paid Rs.4,00,000/-(Rupees Four Lakhs) to the defendants on 27.06.2014 and Rs.1,00,000/-(Rupees One Lakh) was paid to the defendant no.1 on 03.06.2014 as per agreement.

Accordingly, this issue is decided in the affirmative and in favour of the plaintiff.

#### **ISSUE No.4**

**Whether the defendant no. 1 received Rs. 1,10,000/- (Rupees One Lakh Ten Thousand) only on 30/01/2016 and handed over the**

**possession of his share of land to the plaintiff and executed a katcha deed to this effect ?**

It is the averment of the plaintiff that in terms of the agreement dated 27.06.2014 marked as exhibit-2 Rs.4,00,000/-(Rupees Four Lakhs) was paid by the plaintiff in cash to defendant no.1 to 4 on 27.06.2014 and Rs.1,00,000/-(Rupees One Lakh) was paid to defendant no.1 earlier, i.e in total Rs.5,00,000/-(Rupees Five Lakhs) was paid and the balance amount was Rs.4,70,000/-(Rupees Four Lakhs Seventy Thousand). According to the plaintiff on the day of execution of Exhibit-2, defendant no.1 received a sum of Rs.50,000/-(Rupees Five Lakhs) and Rs.1,00,000/-(Rupees One Lakhs) on 03.06.2014, i.e in total defendant no.1 received Rs.1,50,000/-(Rupees One Lakh Fifty Thousand) from the plaintiff. The plaintiff also stated that he paid defendant no.2 a sum of Rs.1,50,000/-(Rupees One Lakh Fifty Thousand) defendant no.3 a sum of Rs.1,50,000/-(Rupees One Lakh Fifty Thousand) and defendant no.4 a sum of Rs.50,000/-(Rupees Fifty Thousand) on the day of execution of Exhibit-2 i.e. on 27.06.2014. It is already discussed in the earlier issue that defendant no.2 to 4 admitted in their written statement about the advance amount received by them from the plaintiff and about handing of the possession of their share to the plaintiff. It is also held in the previous issue that Rs.4,00,000/-(Rupees Four Lakhs) was paid to the defendants on 27.06.2014 and Rs.1,00,000/-(Rupees One Lakh) to defendant no1 earlier on 03.06.2014 as per the agreement.

The plaintiff has further averred that defendant no1 received Rs.1,10,000/-(Rupees One Lakh Ten Thousand only) on 30.06.2016 and handed over the possession of his share by executing a katcha deed. According to the plaintiff the defendant no1 received a sum of Rs.2,60,000/-(Rupees Two Lakhs Sixty Thousand only) him and Rs.31,000/-(Rupees Thirty One thousand only) is due to him.

In order to prove his plea the plaintiff has exhibited an unregistered deed of agreement for sale and handing over the possession of the land by

defendant no.1 to the plaintiff executed on 30.01.2016 which is marked as Exhibit-3. As per the said exhibit, 10 lecha of land was handed over to the plaintiff after receiving Rs.1,50,000/-(Rupees One Lakh Fifty Thousand only) in 1st installment and Rs.1,10,000/-(Rupees One Lakh Ten Thousand only) in 2nd installment.

The defendant no.1 has denied this averment of the plaintiff and took the plea that his signature on Exhibit-3 is forged by the plaintiff.

Now if we go through the evidence of PW-2, we find him stating that Exhibit-3 was written at Mukalmua Chowk on 30.01.2016. PW-2 also stated in his cross examination that on that day an amount of Rs.1,10,000/-(Rupees one lakh ten thousand only) was given in cash to Sukleswar Talukdar. PW-3 stated that there was monetary transaction between the plaintiff and the defendant for 4 days. According to PW-3 the first, second and the third transaction of money were made in the office of Sub-Registrar, Mukalmua and the fourth transaction was made at Rima Studio, Mukalmua. Even PW-3 stated that Exhibit-3 was executed in Rima Studio Mukalmua. PW-4, who is the deed writer also stated in his cross-examination that he had written the unregistered deed marked as Exhibit-3 in Rima Studio, at Mukalmua Chowk. According to PW-4 he also wrote Exhibit-2 and that he was present at the time of transaction of money.

The defendant side took one defence by cross-examining the plaintiffs witnesses that there is an over writing of the date in the second page of Exhibit-3 and that there is no note seen i/c with the said correction. However, it is seen that the signature of the writer in all the deeds exhibited by the plaintiffs are the same. Though there is an over writing of the date in the second page of Exhibit-3, it is seen that in both the pages of Exhibit-3 the date mentioned below the signature of the deed writer is 30.01.2016.

Regarding the dispute of the signature of defendant no.1 on Exhibit-3 an opinion was sought for from the expert. The opinion of expert was brought to

my judicial notice by the learned counsel for the plaintiff which revealed that the signature of defendant no.1 in both Exhibit-1 and 3 are the same. The learned counsel for the defendant during his agreement submitted that the expert opinion cannot be taken into consideration as the expert was not examined. However, record reveals that though the expert opinion was received by the court on 07.01.2020, neither any objection nor any prayer to call for the expert was filed by the defendant side.

In view of the above discussion it appears to me that the defendant no.1 executed the unregistered deed marked as Exhibit-3 in favour of the plaintiff by receiving Rs.1,10,000/-(Rupees one lakh ten thousand only) and also handed over the possession on of his share to the plaintiff on the same day.

Accordingly,, this issue is decided in the affirmative and in favour of the plaintiff.

### **ISSUE No. 3**

#### **Whether the defendant no.1 to 4 handed over possession of their respective share of land to the plaintiff ?**

The plaintiff has pleaded in his pleadings that the defendants no.1 to 4 after recovery the advance amount and after executing unregistered deeds in favour of the plaintiff had handed over the possession of their share to him. Except defendant no.1, defendant no.2 to 4 admitted the averment of the plaintiff that after receiving the advance money and after executing the deed all of them handed over their share to the plaintiff. It is already held in issue no.2 and 4 that the plaintiff paid Rs.4,00,000/-(Rupees four lakhs only) to the defendants on 27.06.2014 and Rs.1,00,000/-(Rupees one lakh only) to the defendant no.1 on 03.06.2014 and that defendant no.1 received Rs.1,10,000/-(Rupees one lakh ten thousand only) from the plaintiff on 30.01.2016 and handed over his share of land to him by executing a katcha deed.

In view of the above discussion, it is held that defendant No.1 to 4 handed over the possession of their respective share to the plaintiff. Accordingly, this issue is decided in the affirmative and in favour of the plaintiff.

**ISSUE No.5**

**Whether the plaintiff had improved the land by filling earth ?**

The plaintiff has stated in his pleading that he had used tractor upon the suit land for earth filling and has developed the suit land. The plaintiff has also stated that there were two houses in dilapidated condition over the suit land which he had repaired. It is revealed from the cross of PW-2 that there was houses on the land. PW-3 also stated that on the northern side of the suit land there are two houses near the road. However, the plaintiff could not prove the plea that he had used tractor upon the suit land for earth filling and that he has developed the suit land.

Accordingly, this issue is decided in the negative and against the plaintiff.

**ISSUE No. 6 and 7**

**Whether the defendant no.1 to 4 did not come forward to perform their part of contract ?**

**AND**

**Whether the plaintiff is willing to do his part of contract ?**

For the sake of convenience issue no 6 and 7 are decided together. The plaintiff claims to have paid an amount of Rs.6,45,000/- (Rupees Six Lakhs Forty

Five Thousand only) to defendant no.1 to 4. According to the plaintiff he requested defendant no.1 to 4 for taking steps for receipt of sale permission from the concerned authority and to execute the sale deed in favour of the plaintiff. But in spite of repeated demands made by the plaintiff the defendants no. 1 to 4 did not come forward to execute the sale deed. The plaintiff had also issued a legal notice to defendant No.1 and to defendant no.5 to vacate the suit land. But there was no response from defendant no.1. According to the plaintiff defendant no.2,3,4 expressed their willingness to execute and register the sale deed in favour of the plaintiff. But due to the response of the defendant no.1 the same could not be registered.

The defendant no.1 on the other hand stated in his pleadings that after the execution of the agreement no.405 he has been repeatedly demanding defendant no.2 for payment of his respective share and also requested the plaintiff to pay his respective share of the amount but both of them did not pay any heed to his demand.

In order to prove his plea the plaintiff has exhibited the legal notices issued to the defendant no1 marked as Exhibit-7 and 9. But there are no documents on record exhibited by defendant no.1 to prove that he demanded money from defendant no.2 and the plaintiff. It is further averred by defendant no.1 in his written statement that he had given a verbal reply to the plaintiff which cannot be considered .

Hence, there is no doubt that the plaintiff is willing to perform his part of contract but because of the defendant the same could not be performed.

Accordingly, this issue is decided in the affirmative and in favour of the plaintiff.

**ISSUE No. 8 and 9**

**Whether the plaintiff is entitled to the relief/reliefs as claimed for**

**AND**

**To what other relief or reliefs the parties are entitled to ?**

The plaintiff has prayed for specific performance of contract for sale requiring defendant no. 1 to 4 to execute proper sale deed in favour of him in respect of the suit land described in the schedule 'B' by receiving balance amount of Rs.3,25,000/-(Rupees three lakhs twenty five thousand only) and for a decree of khas possession by evicting the defendant no.5 from the suit land.

According to the plaintiff on 7.2.16, defendant no.5 entered into the two vacate houses over the suit land and kept materials of tent house and forcefully entered into the house and took possession. In his written statement the defendant no.1 has taken the plea that defendant no.5 has been occupying the share of land along with houses thereon as the tenant of defendant No.1 prior to the execution of agreement no.303/2014. The defendant no.1 denied the allegation of forceful occupation.

It transpires from the record that the suit proceeded ex-parte against defendant no.5 as he did not appear even after receiving summons. The conduct of defendant no.5 apparently shows that he along with defendant no.1 has dispossessed the plaintiff from the suit land.

7. In view of the above discussion and keeping in mind the discussions made in the previous issues, the plaintiff is entitled to all the reliefs prayed for.

Accordingly, these two issues are decided in favour of the plaintiff.

**O R D E R**

8. In the result, the suit is decreed on contest with cost.

The defendant no.1 to 4 are directed to execute a registered sale deed in favour of the plaintiff in respect of the land described in schedule 'B' plaint by accepting the balance amount of sale price of Rs.3,25,000/-(Rupees Three Lakhs Twenty Five Thousand) within three months from the date of of this order.

On failure to comply with the order of this court the sale deed will be executed and registered as per the provision of order 21 Rule 34 of the C.P.C.

Prepare a decree accordingly.

Given under my hand and seal of this court on this the 27<sup>th</sup> day of November/2020.

Civil Judge  
Nalbari

Dictated & Corrected by me

Civil Judge  
Nalbari

**A P P E N D I X**

**(A) Plaintiff's witnesses :**

- PW 1 : Sri Jagat Chandra Medhi.
- PW 2 : Md. Saifuddin Ahmed.
- PW-3 : Sri Manjit Haloi.
- PW-4 : Md. Sahidur Rahman.

**(B) Plaintiff's exhibited documents :**

- Ext-1 : Agreement for sale between plaintiff and defendant no.1 dated 03.06.2014.
- Ext-2 : Agreement for sale between plaintiff and defendant no.1 to 4 dated 26.06.2014.
- Ext-3 : Agreement for sale and handing over possession of the land by defendant no.1 to the plaintiff dated 30.01.2016.
- Ext-4 : Agreement for sale and handing over possession of land by Sanpar Talukdar to the plaintiff dated 06.09.2015.
- Ext-5 : Agreement for sale and handing over possession by Kailash Talukdar and Arati Talukdar dated 02.02.2016
- Ext-6 : Letter to Superintendent, Public Information Officer dated 07.06.2016.
- Ext-7 : Advocate notice sent to defendant no.1.
- Ext-8 : Revenue paying receipt.
- Ext-9 : Advocate notice sent to defendant no.1 dated 07.06.16.
- Ext-10 : Copy of Citha of PP No.323 Dag No.751 of Naraynapur village.
- Ext-11 : Copy of Jamabandi of PP No.323 Dag No.751 of Naraynapur village.
- Ext-12 : Trace map of PP No.323 Dag No.751 of Naraynapur

village.

Ext-13 : Copy of Jamabandi of PP No.323 Dag No.751.

Ext-14 : Certificate of paying land revenue.

(C) **Defendant's witnesses :**

DW 1 : Sri Sukleswar Talukdar.

DW 2 : Sri Damodar Talukdar.

DW-3 : Smti Reena Talukdar.

(D) **Defendant's exhibited document** : Nil.

Civil Judge,  
Nalbari