

**High Court Form No. (J) 2.
Heading of Judgment in Original Suit**

District : SONITPUR.

**IN THE COURT OF MUNSIFF NO. 1, SONITPUR,
TEZPUR**

**Present : SRI VISHEK BHUYAN, AJS,
MUNSIFF NO. 1, SONITPUR.**

Thursday, the 4th day of November, 2022

TITLE SUIT NO. 100 OF 2014

1. Sri Deben Mahanta

Plaintiff

versus

**1. Sri Rameswar Keot
2. Sri Hemen Mahanta**

Defendant/s

And

**1. Sri Rajen Mahanta
2. Sri Niranjan Mahanta
3. Sri Dipu Mahanta
4. Mrs. Pompi Mahanta (Deka)
5. Mrs. Khumpa Mahanta (Baruah)**

6. Sri Pona Bora

Proforma defendants

**This suit/ case coming on for final hearing on
31.08.2022 in the presence of -**

F. Haque

**Advocate for the
plaintiff;**

and

Sri S. Singh

**Advocate for the
defendant/s,**

**and having stood for consideration to this
day, the court delivered the following
judgment-**

JUDGMENT

The plaintiff has instituted this suit for cancellation of Sale Deed cancellation of Mutation of the Defendant no. 1 and declaration of right, title and interest of the plaintiff as well as confirmation of possession of the plaintiff over the suit land and for permanent injunction.

1. The brief facts leading to the institution of this suit by the Plaintiff is that-

The plaintiff and the defendants are the residents of the places mentioned above within the jurisdiction of the Hon'ble Court.

That the suit property described in the schedule 'B' of the plaint is also situated at Vill- Deurigaon under Mouza-Bhairabpad, Dist.- Sonitpur, Assam within the jurisdiction of the Hon'ble Court.

That the plaintiff and the defendant no. 2 are brothers by relation and proforma defendant no. 1 & 2 are the other brothers of the plaintiff. Proforma defendant no. 3 Smt. Dipu Mahanta is the wife of Late Ajendra Mahanta and the proforma defendant no. 4 & 5 are the daughters of Late Ajendra Mahanta who was another brother of the plaintiff and has died several years back.

That Late Phuleswar Mahanta, the father of the plaintiff owned and possessed a plot of land measuring 3 kathas 16 lessas under old patta no. 70, new P.P no. 136, dag no. 19, situated at vill-Deurigaon, Mouza- Bhairabpad, Dist.-Sonitpur, Assam within jurisdiction of this Hon'ble Court.

That out of the said 3 kathas 16 lessas of land mentioned hereinabove 3 kathas of land was sold by Lt. Phuleswar Mahanta during his lifetime to Late Bhola Das & Co. and subsequently the said 3 kathas land was sold and transferred (by Regd Sale Deed) to Shri Puna Borah S/O of Lt. Kehuram Borah who is occupying and possessing the said 3 kathas of land without any dispute with the plaintiff, proforma defendant & defendant no. 2.

That the remaining 16 lessas of the land under the said Dag and Patta remained under joint ownership and under the joint title and possession of the plaintiffs and his brothers (the proforma defendants) including defendant no. 2 Sri Hemen Mahanta.

That the said defendant no. 2 has surreptitiously illegally and unauthorisedly sold 15 lessas of land (out of the remaining 16 lessas) of land of the said Dag and patta without the knowledge consent or authority from the plaintiff or the proforma defendants who are other joint owners, possessors, pattadars right, title and interest holders of the suit land described in schedule 'B', and the land revenue of the schedule B land is being paid by the plaintiff till date.

That the said 15 lessas of land was sold by the defendant no. 2 Sri Hemen Mahanta to the defendant no. 1 Sri Rameswar Keot most illegally, unauthorizedly and surreptitiously executing the registered Sale Deed vide Deed No. 520 dated 15.03.2005 in favour of the defendant no. 1 Sri Rameswar Keot. But the possession of the suit land was neither handed over nor the defendant no. 1 could take possession till date.

That however the defendant no. 1 has also got mutation of the suit land on 13.05.2005 without the knowledge of the plaintiff and proforma defendants but he has not been able to take possession of the suit land till date and the possession of the suit land has been continuously in the hands of the plaintiff and the proforma defendants throughout.

That no formal partition of the land of the said Dag and Patta had taken place among the heirs and successors of Late Phuleswar Mahanta (the original pattadar), the defendant no. 2 Sri Hemen Mahanta being one of the sons of Late Phuleswar Mahanta had neither exclusive possession nor exclusive right, title or interest to transfer of the suit land in

favour of defendant no. 1 sri Rameswar Keot by sale or otherwise.

That the plaintiff & proforma defendants were absolutely unaware about the said so called sale & transfer of the said 15 lessas land (which is a joint property of the plaintiff, proforma defendants & defendant no. 2) in favour of defendant no. 1 by defendant no. 2.

However the plaintiff & the proforma defendant's came to know of the said illegal and unauthorized sale in October 2012 and were confirmed about it after obtaining the certified copy of the said so called Sale Deed No. 520 of the year 2005 which was executed on 15.03.2005 in office of the Senior Sub-Registrar, Sonitpur, Tezpur.

That initially the plaintiff & proforma defendants tried to short out the matter within the members of the family by sitting across the table. But as the defendant no. 2 Hemen Mahanta ultimately failed to enter into any negotiated settlement during the last about two years. So the plaintiff has been forced to file the present suit seeking appropriate reliefs.

It may be mentioned that on 13.05.2005 the said plot of land measuring 15 lessa has been illegally mutated in the name of the defendant no. 1 without the knowledge of the plaintiff and the proforma defendants and without having been in possession of the suit land but the plaintiff came to know about the said illegal mutation after obtaining the certified copy of Jamabandi on 30.08.2014. But till 16.10.2012 when the certified copy of the Jamabandi was obtained by the plaintiff the said mutation dated 13.05.2005 was not reflected and as such it has become necessary to cancel the said mutation.

2. Written Statement.

The defendants admit the contents of paragraph 4 & 5 of the plaint that the father of the plaintiff and defendant no. 2, Late Phuleswar Mahanta, possessed apart from others a plot of land measuring 3 kathas 16 lessas of land out of which he sold land measuring 3 kathas to Sri Puna Borah vide a registered sale deed leaving an area of 16 lessas. The plaintiff has suppressed many facts and has tactfully avoided speaking about the other landed properties left by the forefathers of the plaintiff and de-

defendant no. 2 and proforma defendants. The forefathers of the plaintiff and defendant no. 2 possessed many landed properties. The defendant no. 2 works as a fitter man at a tea garden for last twenty five years as such the defendant no. 2 along with his family members reside in the quarter allotted by the garden authority and is away from the suit land. The parental properties were looked after and managed by the plaintiff since the death of the father. As such all the papers/documents relating to the parental property are in the custody of the plaintiff. After sell of the said land 3 kathas of the land of which land was part and parcel. Late Phuleswar Mahanta distributed amongst his sons the remaining lands. All of them accordingly occupied their respective shares of land and bounded its share within four walls and have been possessing the same since the day of such distribution made by their father. All the legal heirs including the plaintiff erected their respective dwelling houses and have been living with their families except the defendant no. 2, who kept his land vacant and lived, as aforesaid, with his family in the tea garden. Accordingly the defendant no. 2 sold his share of the land to the defendant no. 1. The plaintiff got the share on the

immediate north of the suit land. By his side, the next plot went to the share of Sri Rajen Mahanta and after him to his north is the share of the land of Sri Ajendra Mahanta and the last plot (if counted from the share of the land coming to defendant no. 2 is concerned) is the share of Sri Niranjan Mahanta, the youngest son of Late Phuleswar Mahanta.

Late Phuleswar Mahanta, during his lifetime, distributed amongst sons by executing a written **Iccha Patra** his lands. The said '**Iccha Patra**' was practically an execution in writing apportioning the lands by Late Phuleswar Mahanta. Each of the plaintiff, defendant no. 2, proforma defendant no. 1 & 2 and husband of proforma defendant no. 3 came to possess the respective shares in accordance with the '**Iccha Patra**'. The suit land came within the share of the defendant no. 2 after the landed property of Late Phuleswar Mahanta was distributed amongst the legal heirs and the fact is well known to each of the legal heirs including the plaintiff although the names of all the legal heirs of Late Phuleswar Mahanta still exists in the revenue record. These answering defendants, specially defendant no. 2, through this pleading gives notice to the plaintiff to submit all the documents relating to all the parental

properties including the details of the land wherein he has his residence and which is situated on the north of the suit land, to show exactly upon what basis each of the legal heirs are possessing the lands situated near the suit land. If the plaintiff fails to produce the document than the defendant shall file an appropriate application before the Hon'ble Court to appoint a Survey Commissioner to make physical verification not only of the suit land but also of the surrounding lands being possessed by the sons of late Phuleswar Mahanta. This exercise will help in proper adjudication of the dispute since the plaintiff has not come out with clean hands. He has not provided the details of the lands either being possessed by him or by the other sons of late Phuleswar Mahanta. He has spoken about only one plot and thereby has made an attempt to create confusion.

In reply to the statements made in paragraph 6 and 7 of the plaint, the defendants say that the defendant no. 2 before execution of sale deed no. 520, was the absolute owner and possessor of the suit land, which was a vacant land, just beside the brick wall of the plaintiff. As a matter of fact, the entire landed property of Late Phuleswar Mahanta was ap-

portioned amongst the legal heirs on the basis of an Iccha patra. The document had been made during the lifetime and under instruction of Late Phuleswar Mahanta. The suit land came within the share of the defendant no. 2 after the landed property of Late Phuleswar Mahanta was distributed amongst the legal heirs and this fact is well known to each of the legal heirs including the plaintiff though the names of all the legal heirs of Late Phuleswar Mahanta still exist in the revenue record. It is utter false to say that the defendant no. 2 has surreptitiously and illegally sold the suit land to defendant no. 1. As stated earlier, before execution of the registered deed of sale, the defendant no. 2 was the absolute owner and possessor of the suit land. Hence, the question of taking prior consent and authority of the plaintiff or the proforma defendants was not required. The plaintiff has filed the present suit to grab the land illegally on the basis of false averments.

That in response to the statements made in paragraph 8 of the plaint, these defendants say that the defendant no. 2 transferred the suit land in the name of the defendant no. 1 by executing the registered deed of sale vide no. 520 on 15.03.2005 in his favour at the office of the Senior Sub-Registrar,

Tezpur. The defendant no. 2, before executing the aforesaid deed of sale in favour of defendant no. 1, obtained necessary permission of transfer with regard to the suit land from Tezpur Development Authority and finally from the office of the Deputy Commissioner, Sonitpur, Tezpur, vide No. TDA/NOC/LAND/Deurigaon/1309/05, dated 07.03.05 and SRS-296, dated 10.03.05 respectively. The plaintiff was very much present when the lat mandal surveyed the suit land before giving report for sale. As the land was adjacent to the land of the plaintiff, he helped the lat Mandal in measuring the land. The defendant no. 1 & 2 along with the lat Mandal had a cup of tea in the house of the plaintiff. Now, the plaintiff is taking a plea of ignorance. He was silent at that time. What prevented him from raising objection before the Circle Officer or the Deputy Commissioner for not giving permission for sale of the suit land. The plea of ignorance is totally false or baseless.

That in reply to the statements made in paragraph 9 of the plaint, these defendants state that the defendant no. 1 has got every right to have the suit land mutated in his own name on registration of the aforesaid deed of conveyance before the concerned

authority. It is utter false to say that the defendant no. 1 has no possession on the suit land. The suit land was in continuous possession of defendant no. 2 and after sale of the same to the defendant no. 1, the same has been in possession of the defendant no. 1 from the date of such sale. The plaintiff along with his other brothers was present when the land was handed over to the defendant no. 1 by the defendant no. 2. Everyone had sweets as a mark of joy. So the plea of the plaintiff that he and other proforma defendant were in possession of the suit land is totally baseless. The present suit is filed by the plaintiff taking shelter of fraud and falsity and with the suppression of actual facts.

That in answer to the statements made in paragraph 10 & 11 of the plaint, the answering defendants submit that the entire landed property of Late Phuleswar Mahanta was distributed amongst all the sons on the basis of a written **iccha Patra**. The said document had been made during the lifetime and under instruction of Late Phuleswar Mahanta. The plaintiff has tactfully avoided speaking about the other landed property left by their father. The plaintiff, who is in possession of all the land documents of the father and forefathers, is hereby given

notice to bring on record the same before settlement of issues. It is reiterated that all of the parties (plaintiff, defendant no. 2 and the proforma defendants) have been possessing their respective shares. All the sons of late Phuleswar Mahanta erected dwelling houses except the defendant no. 2 on their respective shares and have been living with their families.

The defendants in reply to the statements made in paragraph 12 of the plaint state that the averments contained in this paragraph are totally false. The deed of sale was executed with the knowledge of the plaintiff and the proforma defendants. The object of taking plea of being unaware about the registered deed of sale and obtainment of certified copy of the same in 2012 is merely to protect the suit from being barred by limitation. The certified copy of such documents can be obtained at any time.

The defendants say that the statements made in paragraph 13 of the plaint are absolutely bogus and evasive and hence denied.

The defendants in reply to the statements made in paragraph 14 of the plaint state that the plaintiff

and the proforma defendants were not the owner of the suit land and hence their knowledge or ignorance as to mutation of the suit land have no value in the eye of law. As stated in earlier paragraphs, the plaintiff has filed the present suit taking the undue advantage of having entry of his name in the revenue record.

There is no cause of action at all nor has the suit been properly valued or the same is filed bonafide. This is in reply to averments made in paragraphs 15, 16 and 18 of the plaint. The deed of sale was executed and registered observing proper process of law and the mutation as well. The plaintiff has not filed the present suit with clean hands. He is trying to get undue benefits of having entry of his name in the revenue record. Hence, there cannot be any decree as prayed for in the plaint.

On the above pleadings the following issues were framed by my Learned Predecessor-in-office :

- 1. Whether there is cause of action to file this suit?**

- 2. Whether the suit is barred by law of limitation?**
- 3. Whether the "Schedule B" land is a joint property of plaintiff, defendant no. 2 and proforma defendant and plaintiff has any joint right, title, interest and possession over the Schedule B land?**
- 4. Whether the registered Sale Deed No 520 dated 15.03.2005, described in "Schedule A" of plaint, executed by defendant no. 2 in favour of defendant no. 1 is null and void, in-operative and hence liable to be cancelled ?**
- 5. Whether the mutation dated 13.05.2005 in the name of defendant no. 1 is illegal and thereby liable to be cancelled ?**
- 6. Whether the Plaintiff is entitled to the decree as prayed for ?**
- 7. To what other relief the plaintiff is entitled to?**

DISCUSSION, DECISION AND REASONS FOR THE DECISION:

In the following lines issue wise discussion and appreciation of the materials on record is made in order to arrive at a definite finding with regard to the issues in this suit.

ISSUE No.1- Whether there is any cause of action for the suit?

The plaintiff in his plaint has pleaded that Late Phuleswar Mahanta, the father of the plaintiff owned and possessed a plot of land measuring 3 kathas 16 lessas under old patta no. 70, new P.P no. 136, dag no. 19, situated at vill-Deurigaon, Mouza-Bhairabpad, Dist.-Sonitpur, Assam. out of the said 3 kathas 16 lessas of land mentioned hereinabove 3 kathas of land was sold by Lt. Phuleswar Mahanta during his lifetime to Late Bhola Das & Co. and subsequently the said 3 kathas land was sold and transferred (by Regd Sale Deed) to Shri Puna Borah S/O of Lt. Kehuram Borah who is occupying and possessing the said 3 kathas of land without any dispute with the plaintiff, proforma defendant & defendant no. 2. That the remaining 16 lessas of the land

under the said Dag and Patta remained under joint ownership and under the joint title and possession of the plaintiffs and his brothers (the proforma defendants) including defendant no. 2 Sri Hemen Mahanta. The Plaintiff alleges that defendant no. 2 has surreptitiously illegally and unauthorisedly sold 15 lessas of land (out of the remaining 16 lessas) of land of the said Dag and patta without the knowledge consent or authority from the plaintiff or the proforma defendants who are other joint owners, possessors, pattadars right, title and interest holders of the suit land.

The defendants contend that Late Phuleswar Mahanta, during his lifetime, distributed amongst sons by executing a written Iccha Patra his lands. The said '**Iccha Patra**' was practically an execution in writing apportioning the lands by Late Phuleswar Mahanta. Each of the plaintiff, defendant no. 2, proforma defendant no. 1 & 2 and husband of proforma defendant no. 3 came to possess the respective shares in accordance with the 'Iccha Patra'. The suit land came within the share of the defendant no. 2 and hence he being the owner of the suit land can sell the same to Defendant no.1 and the plaintiff as

well as the pro forma defendants does not possess any rights or interest over the suit land.

A cause of action is a bundle of essential facts. Thus, the plaintiff's assertion of right and denial the same by the defendant arises a cause of action which requires judicial determination. So, I find that there is a cause of action. Hence, this issue is decided in the affirmative and in favour of the plaintiff.

Issue No. 2 - Whether the suit is barred by law of limitation?

The defendants in their written statement has stated that the present suit is barred by limitation and the plaintiff has woken up long after elapse of considerable time of eleven years since the date of execution of the registered deed of sale and the order of mutation.

The learned counsel for the defendants during the course of argument submits that the suit is barred by limitation as it has been filed on 03.11.2014 which is about 9 years after the execution of registered deed of sale vide No. 520 on 15/03/2005 in office of Sr Sub-registrar, Sonitpur, Tezpur.

The plaintiff in his plaint contended that he only came to know about it upon obtaining certified copy of Jamabandi on 30-08-2014. To this the defendant no.2 in his written statement replied that before executing the registered sale vide no. 520 in favor of defendant no.1, he obtained the necessary permission of transfer from Tezpur Development Authority and from the office of the DC, Sonitpur, Tezpur vide No. TDA/NOC/LAND/Deurigaon/1309/05 dated 07-03-2005 and SRS-296 dated 10-03-2005. At the time of survey by the lat mandal, the plaintiff was also present before submission of report for sale.

The plaintiff in his cross examination admitted that the suit land was sold on 15-03-2005 and on that *Dalil* one Tilak Mahanta put his signature as a witness. The said Tilak Mahanta informed the plaintiff about the same about 15 to 20 days later in the month of April and also said that defendant no.2 put false signatures of the rest of the brother and sold the suit land to Rameshwar Keot. The Plaintiff further admits that he came to know about the execution in 2005 itself and requested the

defendant no.2 to cancel the same. Hence, from the cross examination of the plaintiff it is clear that he knew about the execution of sale in the year 2005 itself.

Furthermore, the plaintiff also admitted in his cross examination that he willfully did not inform defendant no.1 about the ongoing dispute between him and his brother/defendant no.2 back in 2005. PW-2 Sri Jyoti Mahanta deposed in his cross examination that the plaintiff told him about the dispute as to the suit land around 7 years before from the date of cross examination i.e. 07.07.2017, which makes it 2010.

It is also pertinent to note that the defendants have claimed in their written statement that when the lat mandal surveyed the land before giving report of sale, the plaintiff was very much present as he helped the lat mandal in surveying the land. The defendants along with the lat mandal also claimed to have had a cup tea in the house of the plaintiff. The defendants also reiterated the same in their evidence on affidavit but the plaintiff has not addressed the said averment in his evidence neither has he denied it.

Hence, it appears from the above that in spite of knowledge of the same, the plaintiff filed the present suit after a period of 9 years from the date of his knowledge regarding the execution of sale deed vide no 520 of 2005 dated 15-03-2005 before Office Sr Sub Registrar, Tezpur. Thus the present suit having not been filed within the period of 3 years as mandated by Article 59 of the Limitation Act, 1963, the same is barred by limitation. As such, this issue is decided in affirmative in favour of the defendants.

DECISION: The suit is barred by limitation.

Issue No 3- Whether the “Schedule B” land is a joint property of plaintiff, defendant no. 2 and proforma defendant and plaintiff has any joint right, title, interest and possession over the Schedule B land?

The plaintiff in his plaint contended that the suit land is the joint property belonging to him, proformora defendants 1 to 5 and also that of defendant no.2. In his reply, the defendant no.2 has exhibited an Iccha Patra according to which the land

belonging to Late Phuleshwari Mahanta was divided among the plaintiff, defendant no.2 and the pro forma defendants. The Iccha Patra has been exhibited by the defendants as Ext-A and the said Iccha Patra has the signature of Late Phuleshwari Mahanta who is the father of the Plaintiff and defendant no.2.

In his cross examination, the plaintiff has deposed that he did not mention anything about the Iccha Patra in pleadings as the same does not bear the Dag no. and Patta no. But upon going through Ext-A, it is seen that there is mention of a 6 feet wide road going from north to south and the land has been divided in relation to that 6 foot wide road. The plaintiff in his cross examination corroborates Ext-A, wherein he states that their land is located collectively on a National Highway and a 6 foot road is running from north to south from the said national highway. The plaintiff also admits that the 6 feet wide road was constructed in accordance with what was written by their late father. Furthermore, as per Ext-A the southern most part of the land in question was given to defendant no.2, thereafter the immediate portion of land to the

north was given to the plaintiff and so on. The plaintiff deposed in his cross examination that the southernmost plot of land is the one sold by Defendant no.2 to Defendant no.1, and plot of land to the north of it was occupied by the him and his family. Hence, from the cross examination of the plaintiff it is clear that the land left behind by Late Phuleshwari Mahanta has been occupied by all his legal heirs in accordance with the Iccha Patra.

PW-2 admits in his cross examination that as per his knowledge the land belonging to Late Phuleshwari Mahanta was divided among the heirs and the suit land came into the possession of defendant no.2.

It is also pertinent to note that PW-5 who is a lat mandal under Tezpur Revenue Circle has deposed in his cross examination that, even though the revenue records does not contain specific demarcation of land of each pattadar but before selling a land it is necessary to obtain permission and NOC of all the pattadars. Therefore, Ext-5 and Ext-6 further strengthen the claim of the defendant no.2 that the suit land is his sole property.

Thus, the plaintiff claims that the suit land is joint property but he could not substantiate his claim with the help of any independent and cogent evidence. As such, Issue no.3 is decided in negative in favor of the defendants.

Issue No.4 & 5- Whether the registered Sale Deed No 520 dated 15.03.2005, described in “Schedule A” of plaint, executed by defendant no. 2 in favour of defendant no. 1 is null and void, in-operative and hence liable to be cancelled ? Whether the mutation dated 13.05.2005 in the name of defendant no. 1 is illegal and thereby liable to be cancelled ?

The Plaintiff has claimed that Sale Deed bearing No. 520 dated 15-03-2005 in favor of defendant no.1 as well as the subsequent mutation dated 13-05-2005 as null, void and in operative in the eye of law as such both are liable to be cancelled.

Now, coming to the law relating to cancellation of instruments as provided under Section 31 of the Section 31 of The Specific Relief Act, 1963 provides how and when cancellation of an instrument may be ordered:

(a) Any person against whom a written instrument is void or voidable, and who has reasonable apprehension that such instrument, if left outstanding may cause him serious injury, may sue to have it adjudged void or voidable can claim for cancellation of such an instrument.

(b) And an instrument can be said to be void or voidable against a person claiming relief under the aforesaid provision, when the executants of the document is either the plaintiff or a person who can in certain circumstances bind him.

Thus, while applying the aforesaid proposition of law to the given facts, situation first of all we have to see whether the Plaintiff has the right to claim for cancellation of two of the Deeds.

From the discussion made in the preceding issue it is absolutely clear that the plaintiff has failed to show that the suit land is a joint property. As the plaintiff has failed to prove that the suit land is jointly owned, hence the Sale Deed No 520 dated 15.03.2005, described in "Schedule A" of plaint as

well as mutation dated 13.03.2005 in favor of defendant no.1 is not null and void.

As such Issues no. 4 & 5 are decided negatively in favor of the defendants.

Issues No 6&7-Whether the Plaintiff is entitled to the decree as prayed for?To what other relief the plaintiff is entitled to?

On discussion and decision reached in the previous issues, it is seen that the plaintiff has neither been able to prove the schedule B property of the plaintiff is jointly owned by him, defendant no.2 and the proforma defendants nor has he been able to establish that schedule A registered is null and void. Moreover, the instant suit is also barred by limitation. As such, Issues no. 6 and 7 are decided in negative in favor of the defendants.

ORDER

1. In view of the discussions made above and the decisions reached therein, it is found that the Plaintiff has not succeeded in proving his case. Accordingly, in light of the above find-

ings, the suit is dismissed on contest with costs.

2. Prepare decree accordingly.

Given under my hand and the seal of this court on this the 04th day of November, 2022 at Sonitpur.

**Sri Vishek Bhuyan
Munsiff No. 1
Sonitpur, Tezpur**

APPENDIX

1. P.W-1 : Sri Deben Mahanta
2. P.W-2 : Sri Jyoti Mahanta
3. P.W-3 : Sri Nibir Choudhury
4. P.W-4 : Md. Moidul Islam
5. P.W-5 : Sanjib Mudoi

1. D.W-1 : Sri Rameswar Keot
2. D.W-2 : Sri Rajendra Mahanta
3. D.W-3 : Sri Tilak Mahanta
4. D.W-4 : Sri Hemen Mahanta.

1. Exhibit-1 : Original certified jamabandi dated 16.10.2012.
2. Exhibit-2 : Original certified copy of the sale deed No. 520 dated 13.05.2005 described in schedule A of plaint, containing 8 pages.
3. Exhibit-3 : Original certified jamabandi dated 15.03.2005 showing mutation of the defendant no. 1 on the land described in schedule B of the plaint.
4. Exhibit-4 to 4 (3) : Original Revenue receipts.
5. Exhibit-5 : Chitha book of Deurigaon.
6. Exhibit- 5(1) : P.P No. 136

7. Exhibit- 6: Jamabandi
8. Exhibit- 6 (1) : P.P No. 136 dag of 19 contents.
9. Exhibit- 6(2): Signature on jamabandi.

Defendant's Exhibits:

1. Exhibit-D : is the original sale deed.
2. Exhibit D (1) to D(9) : are the signatures of Sri Hemen Mahanta.
3. Exhibit- D (10) and D (11) : are the signatures of Sri Tilak Mahanta, a witness to the deed of sale and a witness on our behalf in the present suit.
4. Exhibit- A : Iccha Patra
5. Exhibit- A (1): signature of Smt. Amal Kumari Mahanta on iccha patra.
6. Exhibit- A (2): signature of father of Sri Rajendra Mahanta.
7. Exhibit- A (3) and A (4): are signature of Rajendra Mahanta's brother.
8. Exhibit- A(7): is his signature.
9. Exhibit- E and F: are the two jamabandi relating to patta no. 135 and 136.

**Sri Vishek Bhuyan
Munsiff No. 1
Sonitpur, Tezpur**