

ASBR070000952015



Assam Schedule VII, Form No 132

HIGH COURT FORM NO.J(2)

HEADING OF JUDGMENT

**IN THE COURT OF CIVIL JUDGE (JR. DIV.):..... AT BAJALI,
PATHSALA**

District: Bajali, Assam

PRESENT : Smti Chayanika Hazarika, M.A, LL.M, AJS.

Civil Judge (Jr. Div), Bajali.

On this 09th day of January, 2026.

Title Suit No. 31/2015

1. Ranjit Das,

S/O- Late. Ganesh Das.

R/O: Vill- Bamunkuchi, Mouza: Sariha

P.S-Patacharkuchi, District- Bajali, (Earlier- Barpeta)
Assaam.

.....Plaintiff.

VERUS

1. Sri Gobinda Thakuria.

S/O-Late. Jogeswar Das.

Ranjit Das vs. Gobinda Thakuria and others.

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2. Smti Sailyabala Thakuria.

W/O- Late. Jogeswar Das.

R/O- Vill- Bamunkuchi, Mouza: Sariha

P.S-Patacharkuchi, District- Bajali, (Earlier- Barpeta)
Assaam.

.....Defendants

1. Sri Bhupesh Das.

2. Sri Uday Das.

Both are S/O-Late Dehiram Das.

R/O-Ulubari village, P/O-Thamna, Mouza-Uttar Baksa

P/S-Mushalpur, District-Baksa, B.T.A.D. Assam.

3. Sri Bhupen Das,

4. Sri Dinesh Das,

5. Sri Troilokya Das,

6. Sri Dipak Das,

All are S/O- Late Prafulla Chandra Das.

7. Sri Jatindra Nath Das.

S/O-Late Dadhiram Das.

8. Sri Taru Das,

W/O-Late Ramesh Chandra Das,

9. Sri Sanjay Das,

S/O-Late Ramesh Chandra Das.

10. Sri Naba Das.

S/O-Late Ramesh Chandra Das.

11. Sri Manoranjan Das.

S/O-Late. Tarini Das.

12. Sri Jagadish Das.

S/O- Late Tarini Das.

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13. Sri Rina Das.
D/O- Late Tarini Das.

14. Sri Jitul Das.
S/O-Late Tarini Das.

**.....Proforma
defendants.**

Proforma defendants no. 3 to 14 are R/O-Raipur village under Sariha mouza, (Bhagabatipara, P.S- Patacharkuchi, District-Bajali (Earlier-Barpeta) Assam.

This suit coming on for final hearing on 05/12/2025 in the presence of:

Mr. Pranab Kumar Talukdar, advocate for the Plaintiff.

Mr. Hiranya Sarma appeared on behalf of the defendants..

And having stood for consideration to this day, the Court delivered the following judgment on 09/01/2026.

J U D G M E N T

1. This is a suit for specific performance of contract and declaration of right, title, interest and khas possession of the plaintiff by evicting the defendants and for permanent injunction against the defendants' and the suit is valued at Rs.1,95,000/- for which *ad Velorem* Court fee of Rs.3515.35/- has been paid, and further court fee of Rs. 1.10/- is paid for precept and for permanent

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injunction the court fee of Rs. 44/- has been paid and in total Rs. 3559.45/- has been paid thereon.

2. Plaintiff's Case: Pithily, the plaintiff's case is that on 02.06.2011 defendants executed an agreement of sell (Bainanama) for selling a plot of land measuring 01 Bigha 03 Katha covered under Dag-149 of K.P. Patta No-16 situated at village Bamunkuchi, under Sariha Mouza in the District of Bajali (Earlier-Barpet) Assam (Describes in Schedule B of the plaint) in favour of the plaintiff for consideration of Rs. 2,00,000/- (Two Lakhs) by taking an amount of Rs. 5,000/- (Rupees Five Thousand) only as token money. It is stated that after executing the Bainanama the defendants handed over the possession of the Schedule B land to the plaintiff.

2.1. It is further stated that on 26.08.2011 plaintiff had deposited Rs. 75,000/- (Seventy Five Thousand) and Rs. 35,000/- (Thirty Five Thousand) in the bank account of defendant no.1 and on 15.10.2011 an amount of Rs. 40,000/- (Forty Thousand) deposited in the bank account of defendant no.1 through cheque vide cheque no-029940. Out of the remaining amount of Rs. 1,20,000/- (One Lakh Twenty Thousand) as per instruction of defendant no. 1 the plaintiff handed over of Rs. 1,15,000/- (Rupees One lakh Fifteen Thousand) to one namely, Sanatan Das brother-

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in-law of the defendant no.1. He further stated that on 10.08.2012 as per instruction of the defendant no.1 he handed over the Bainanama to Sanatan Das for acknowledging the received amount. Accordingly, plaintiff handed over Rs. 1,15,000/- along with the agreement of sale to Sanatan Das by taking a hand note from Sanatan Das regarding receiving of the said amount on behalf of the defendant no.1.

2.2. Thereafter, both parties had applied for sale permission of Schedule B land before concerned authority and after getting sale permission the plaintiff was ready /willing to pay the remaining amount of Rs. 5000/- (Five Thousand) at the time of registration but the defendant no.1 avoided to executed the registered sale deed. Plaintiff requested the defendant no.1 several times to execute the registered sale deed but his all efforts went on vain and finding no alternative, on 07.06.2015 plaintiff sent a legal notice to the defendants by registered post but the defendants did not turn up which compelled the plaintiff to institute the instant suit against the defendants for getting reliefs.

3. The plaintiff in his plaint prays to pass decree for as following-

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- i. Decree for specific performance of contract to be passed in favour of the plaintiff and for selling the suit land in favour of the plaintiff;
 - iii. Issue precept to the concerned authority directing to get registered the sale deed in favour of the plaintiff;
 - iv. Decree for partition of the schedule B land from the Schedule A land under Separate Dag and Patta;
 - v. Cost of the suit;
 - vi. Any other relief or reliefs the plaintiffs are entitled;
4. Summons was issued to the defendants and on receiving summons defendants had appeared and contested the suit by filing written statement on 18.03.21 by defendant no.1 & on 07.04.22 by defendant no.2
5. **Defendant's case in brief:** Defendants have contested the suit by filing written statement and have specifically denied the execution of alleged agreement dated 02.06.2011 by stating that the suit does neither have any cause of action nor maintainable in its present form, hence; it is liable to be dismissed. It is further asserted that the allegations and averments are totally false

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and fabricated and defendants never approached the plaintiff to sell the suit land.

6. During trial, the plaintiff examined five (05) witnesses including him and official witnesses and defendants have adduced the evidence of three (03) witnesses including defendant no.1.
7. I have heard the contentions and the submissions put forth by the learned counsel, Mr. Pranab Kumar Talukdar for the plaintiff & Mr. Hiranya Sarma for the defendants. Learned counsel for the plaintiff has stated that plaintiff side has successfully proved the case in his favour by adducing evidence; hence, the suit may be decreed in favour of the plaintiff. Learned counsel for the defendants has stated that the instant suit is barred under Article 54 of Limitation Act. He further stated that no written agreement is produced before the court in support of their contention and plaintiff has failed to prove existing of contract as per provision of section 10 of Indian Contract Act and no contract is there for seek reliefs under Specific Relief Act. All pattaders of the suit patta are not impleaded in the suit as party. It is further stated that plaintiff alleged that consideration of Rs. 1 lakh 15 thousand was given to one namely, Sanatan Das but the said Sanatan Das is neither impleaded as party nor adduce him as witness.

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Ld. Counsel Mr. Sarma asserted that plaintiff side admitted that he failed to submit Bainanama before the court. To counter this assertion Ld. Counsel for the plaintiff Mr. Pranab Talukdar has stated that the said Bainanama was taken aback by the defendant no.1 after getting the entire amount for acknowledging the received amount. In support of his assertion Ld. Counsel for the plaintiff has stated that without agreement for sell, it is not possible for taking out permission of sale from District Commissioner's office. He has stated that he has submitted the permission as exhibit 4 and in support of his contention regarding taking place of agreement for sale he has given the evidence of petition writer who wrote the agreement between plaintiff and defendant no.1. Learned counsel for the defendant has completely denied taking place of any agreement. He further submitted that Exhibit 4 is not the original permission; which is a duplicate one hence, the said is not admissible under Indian Evidence Act. And Pw2 the petition writer has deposed contradictory statements. Pw2 has stated that the agreement was made in Circle Office but the plaintiff has stated in his evidence that the agreement was made in the house of the defendant no.1. He further asserted that plaintiff side has failed to bring original

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record to prove that permission was granted for sale. Hence; prays before the court to dismiss the suit with exemplary cost.

8. I have gone through the case record and the documents adduced.
9. My learned Predecessor had framed the issues. However, at the time of writing the judgment, upon careful perusal of the pleadings of the parties and the evidence on record, it appears to this Court that the issues earlier framed are inadequate and not properly address the real controversy between the parties. Since the Court is empowered under **Order XIV Rule 5 of the Code of Civil Procedure, 1908** to amend, strike out or frame additional issues at any stage of the suit before passing the decree, this Court deems it fit and proper, in the interest of justice, to **frame the following fresh issues** for proper adjudication of the dispute between the parties.
 - I. Whether the suit is maintainable in its present form?
 - II. Whether the suit is barred by limitation?
 - III. Whether there was a valid agreement for sale (Bainanama) dated 02.06.2011 executed between the plaintiff and defendant No.1 in respect of the Schedule-

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B land measuring 1 Bigha 03 Kathas for a consideration of Rs. 2,00,000/-?

- IV. Whether the plaintiff paid further amounts of Rs. 75,000/- and Rs. 35,000/- in cash and Rs. 40,000/- by cheque to the defendant No.1 towards part consideration of the suit land, as alleged?
- V. Whether the plaintiff is entitled to a decree for specific performance of contract in respect of the Schedule-B land?
- VI. To what relief or reliefs, if any, are the parties entitled?

10. DISCUSSION, DECISION AND REASONS**FOR THE DECISIONS THEREOF:****I. Whether the suit is maintainable in its present form?****Discussion & Decision:**

(i) The issue emanated from the contention of the defendants that the present suit is not maintainable in its present form and manner. Upon careful consideration of the pleadings and evidence on record, this Court finds that the defendants' objection regarding non-maintainability has substantial force. The

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plaintiff's case rests on the alleged agreement for sale dated 02.06.2011, which forms the very foundation of the suit for specific performance; however, the said agreement has admittedly not been produced before the Court. Though, plaintiff stated that the Bainanama was taken aback by the defendant no.1 but in support of his explanation plaintiff/Pw1 failed to adduce any oral as well as documentary evidence.

(ii) It is further significant to note that **no attesting witness** to the alleged agreement has been examined. Though Pw2 namely; Dinesh Kalita was examined by the plaintiff side who alleged to be prepared the Bainanama but his evidence does not corroborate the plaintiff's version regarding place of execution of the agreement. Moreover, the said Pw2, the petition writer failed to depose any material regarding the taking place of the alleged agreement except the name of the parties. Except for the self-serving testimony of PW-1, there is **no reliable and consistent evidence on record** to establish that any agreement for sale dated 02.06.2011 was in fact executed between the plaintiff and defendant No.1.

(iii) In a suit for specific performance, where the relief sought is discretionary and equitable in nature, the Court requires **clear, cogent and**

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convincing proof of the contract. The evidence adduced by the plaintiff, when tested on the form of cross-examination and overall probabilities, falls short of the standard required to prove execution of a valid and enforceable agreement for sale.

(iv) In a suit for specific performance, proof of a valid and enforceable contract is a sine qua non, and in absence of such proof, the suit cannot be sustained in law. Accordingly, this Court holds that the plaintiff has failed to prove the existence of the alleged agreement for sale.

(v) While adjudicating the maintainability of the suit, this Court is required to examine whether the foundational documents relied upon by the plaintiff have been proved in accordance with law. The plaintiff has relied upon a sale permission purportedly issued from the office of the District Commissioner, Barpeta. Admittedly, the said document is a public document within the meaning of Section 74 of the Indian Evidence Act, 1872. However, the plaintiff has not produced either the original record of the sale permission or a certified copy thereof as contemplated under Sections 76 and 77 of the Evidence Act.

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(vi) Although an official witness namely, Indumoni Abangpi from the office of the District Commissioner was examined as Pw4 to prove the said sale permission, it is evident from her deposition that she produced only a duplicate copy of the alleged permission. More importantly, the said witness categorically stated that she has no knowledge about the original record. No explanation has been offered by the plaintiff for non-production of the original public record or a certified copy thereof, nor has any foundational fact been laid to attract the provisions of Section 65 of the Evidence Act. It is also on record that the plaintiff had sufficient opportunity to summon the original record or obtain a certified copy of the sale permission, but failed to do so.

(vii) Mere production of a duplicate copy through an official witness, without proving the original or a certified copy in the manner prescribed by law does not satisfy the statutory requirement regarding proof of a public document. It is well settled that proof of contents cannot substitute proof of the document itself. The duplicate copy produced, therefore, remains unproved and cannot be relied upon to establish the legality of the transaction in question.

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(viii) In the absence of legal proof of the sale permission, which goes to the root of the transaction relied upon by the plaintiff, this Court finds substance in the objection raised by the defence regarding maintainability. The failure of the plaintiff to prove the mandatory sale permission in accordance with law renders the very foundation of the suit defective.

(ix) In view of the non-production of the agreement for sale, the absence of reliable corroborative evidence, the contradictory testimony of PW-2, and the fact that Exhibit-4 i.e the sale permission does not prove execution of any contract, this Court holds that the plaintiff has miserably failed to prove the existence and execution of the alleged agreement for sale dated 02.06.2011.

(x) Accordingly, this Court finds that the foundational requirement for a suit for specific performance is not satisfied, and the suit is not maintainable.

II. Whether the suit is barred by limitation?

Discussion & Decision: The defendants have pleaded that the suit is barred by limitation. From the plaint itself it is evident that the unregistered agreement for sale (Bainanama) was executed on 02.06.2011 and that payments

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were allegedly made on 26.08.2011, 15.10.2011 and 10.08.2012, with a further assertion of payment on 13.02.2015 and issuance of pleader notice on 09.07.2015. The suit was instituted on 01.10.2015. Since the reliefs claimed are declaratory with consequential reliefs founded upon an agreement for sale, limitation is governed by Article 54 of the Limitation Act, 1963, which prescribes a period of three years from the date fixed for performance or, where no such date is fixed, from the date when the plaintiff has notice of refusal. In the present case, no date for performance was fixed in the agreement and the prolonged inaction of the defendants in executing the sale deed despite receipt of substantial consideration was sufficient to put the plaintiff on notice of refusal within a reasonable time after 2011-2012. ***Subsequent alleged payments and issuance of pleader notice do not extend or revive limitation in absence of any written acknowledgment under Section 18 of the Limitation Act.*** Even taking the last undisputed payment dated 10.08.2012 as the most liberal starting point, the period of limitation expired on 09.08.2015, whereas the suit was filed on 01.10.2015. Hence, the suit is clearly barred by limitation under Article 54 of the Limitation Act.

III. Whether there was a valid agreement for sale (Bainanama) dated 02.06.2011 executed between the plaintiff and defendant No.1 in respect of the Schedule-B land measuring 1 Bigha 03 Kathas for a consideration of Rs. 2,00,000/-?

Discussion & Decision:

i. The burden of proving the existence and execution of the alleged agreement for sale dated 02.06.2011 squarely lies upon the plaintiff in terms of Sections 101 and 102 of the Indian Evidence Act, 1872. The plaintiff has pleaded and deposed that on 02.06.2011 he paid a sum of Rs. 5,000/- as token money to defendant No.1, who allegedly executed a Bainanama in respect of the Schedule-B land for a total consideration of Rs. 2,00,000/-. However, the alleged agreement for sale has not been produced before the Court. The explanation offered by the plaintiff that the agreement was later taken back by defendant No.1 through his brother-in-law, Sanatan Das, by executing a hand note, remains unproved. Neither the alleged hand note has been

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produced nor has Sanatan Das been examined as a witness.

ii. As per Section 61, the contents of a document must be proved by primary or secondary evidence. Section 62 defines primary evidence as the document itself, whereas Section 63 defines secondary evidence. Under Section 64, documents must be proved by primary evidence except in cases falling within Section 65. In the present case, the plaintiff has neither produced the original agreement nor established any of the contingencies contemplated under Section 65 to justify leading secondary evidence. Hence, the existence and contents of the alleged agreement for sale remain unproved in the eye of law.

iii. Further, the plaintiff has failed to examine any of the attesting witnesses to the alleged agreement. Though an agreement for sale is not a document compulsorily required to be attested, examination of attesting witnesses becomes material when execution of the document itself is seriously disputed. Except the plaintiff, none of the witnesses have deposed regarding execution of any agreement for sale on 02.06.2011. The petition writer examined as PW-2 has merely

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stated the names of the parties and has failed to depose any material particulars regarding execution of the agreement, payment of consideration, or delivery of possession. In view of Section 67 of the Evidence Act, when execution of a document is denied, the signature and execution thereof must be proved, which has not been done in the present case.

iv. The plaintiff has further relied upon Exhibit-4, being a sale permission relating to the Schedule-B land, to corroborate his case. However, Exhibit-4 is a duplicate copy of the alleged original permission. A sale permission issued by the office of the Deputy Commissioner is a public document within the meaning of Section 74 of the Evidence Act. Under Sections 76 and 77, such a document is required to be proved either by production of the original public record or by a certified copy thereof. In the present case, to prove Exhibit-4, the plaintiff examined an official witness from the office of the Deputy Commissioner as PW-4. PW-4 also produced only a duplicate copy of the permission and did not bring the original record or a certified copy. PW-4 further failed to depose regarding the authenticity of the duplicate copy

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compare to the the original record. Thus, Exhibit-4 has not been proved in the manner prescribed by law and cannot be relied upon.

v. It is a settled principle that mere marking of a document as an exhibit does not dispense with the requirement of proof. Proof of contents of a document cannot substitute proof of the document itself. The plaintiff having failed to prove the alleged agreement for sale either by primary evidence or by admissible secondary evidence, and having also failed to adduce reliable corroborative evidence, has not discharged the burden cast upon him under the Evidence Act.

vi. In view of the aforesaid discussion, this Court holds that the plaintiff has failed to establish the existence and execution of a valid agreement for sale (Bainanama) dated 02.06.2011 in respect of the Schedule-B land. Accordingly, this issue is decided **against the plaintiff.**

IV. Whether the plaintiff paid further amounts of Rs. 75,000/- and Rs. 35,000/- in cash and Rs. 40,000/- by cheque to the defendant No.1 towards part consideration of the suit land, as alleged?

Discussion & Decision:

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- i. The burden of proving the alleged payments towards part consideration squarely lies upon the plaintiff in terms of Sections **101 and 102** of the Indian Evidence Act, 1872. The plaintiff has pleaded that on 26.08.2011 he deposited amounts of Rs. 75,000/- and Rs. 35,000/- in the bank account of defendant No.1 and that on 15.10.2011 an amount of Rs. 40,000/- was deposited through cheque bearing No. 029940. It is further pleaded that out of the remaining consideration amount, a sum of Rs. 1,15,000/- was allegedly handed over in cash to one Sanatan Das, the brother-in-law of defendant No.1, as per the instruction of defendant No.1, and that a hand note was executed acknowledging receipt of the said amount along with the agreement for sale.
- ii. To prove the alleged bank transactions, the plaintiff examined the Chief Manager of State Bank of India, Pathsala Branch, Bajali, as PW-5. PW-5 produced the bank account statements of both the plaintiff and defendant No.1 and identified the counterfoils of deposit slips dated 26.08.2011 and 15.10.2011, which were marked as Exhibits 1, 2 and 3. PW-5 deposed that as per bank records, on 18.10.2011 an amount of Rs. 40,000/- was deposited in the account of defendant No.1 through cheque

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bearing No. 029940 and that on 26.08.2011 amounts of Rs. 25,000/- and Rs. 10,000/- were deposited. He further stated that three transactions of Rs. 75,000/- were reflected in the said account. However, during cross-examination, PW-5 categorically stated that he could not say for what purpose the said transactions took place, as he was not posted at the Pathsala Branch at the relevant time.

- iii.** From the evidence on record, it is clear that the bank documents only establish the **factum of certain monetary transactions**, but they do not establish the **purpose** of such transactions. In terms of Sections **61 to 64** of the Evidence Act, while documents may prove that money was deposited, they do not, by themselves, prove that such deposits were made towards consideration of an agreement for sale. The link between the alleged agreement and the payments has to be proved by independent and reliable evidence, which is conspicuously absent in the present case.
- iv.** As regards the alleged cash payment of Rs. 1,15,000/- to Sanatan Das, the plaintiff has utterly failed to prove the same. The alleged hand note acknowledging receipt of the said amount has not been produced. Sanatan Das, who is stated to be the recipient of the money

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and a crucial witness to the transaction, has examined by the defendant side as Dw2, who stoutly denied taking the alleged amount from the plaintiff on behalf of the defendant no.1 which is corroborated by Dw1 i.e. the defendant no.1 and Dw3 namely, Dinesh Chandra Das.

- v.** Except the plaintiff himself (PW-1), no other witness has supported the plea that the alleged payments were made pursuant to any agreement for sale. All the witnesses examined on behalf of the defendants have categorically denied receipt of any consideration towards sale of the suit land. It is a settled principle that **mere self-serving testimony of the plaintiff**, unsupported by independent corroboration, is insufficient to prove disputed financial transactions of this nature.
- vi.** Moreover, as already held under Issue No. III, the plaintiff has failed to prove the existence of a valid agreement for sale. Once the very foundation of the alleged transaction is not proved, the alleged payments cannot automatically be presumed to have been made towards part consideration of the suit land.

vii. In view of the aforesaid discussion, this Court holds that although certain bank transactions have been proved, the plaintiff has failed to establish that the said amounts were paid to defendant No.1 towards part consideration of the suit land pursuant to a valid agreement for sale. Accordingly, this issue is decided **against the plaintiff.**

v. Whether the plaintiff is entitled to a decree for specific performance of contract in respect of the Schedule-B land?

Discussion and Decision:

- i. The relief of specific performance is an equitable and discretionary relief governed by the provisions of the Specific Relief Act, 1963. In order to be entitled to such relief, the plaintiff must establish the existence of a valid and enforceable contract, proof of consideration, readiness and willingness to perform his part of the contract, and that the suit is within the period of limitation.
- ii. In the present case, under Issue No. III, this Court has already held that the plaintiff has failed to prove the existence and execution of a valid agreement for sale (Bainanama) dated 02.06.2011 in respect of the Schedule-B land. The alleged agreement has not been produced, no foundation for secondary evidence has been laid, and the oral evidence adduced is insufficient and unreliable. Further, under Issue No. IV,

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this Court has found that although certain bank transactions have been proved, the plaintiff has failed to establish that the said amounts were paid towards part consideration of the suit land pursuant to any agreement for sale. The alleged cash payment through Sanatan Das also remains unproved.

- iii. Moreover, this Court has held while deciding the issue of limitation that the suit instituted on 01.10.2015 is barred by limitation under Article 54 of the Limitation Act, 1963. A relief which is barred by limitation cannot be granted by the Court.
- iv. Once the plaintiff has failed to prove the foundational facts, namely, the existence of a valid contract and payment of consideration in pursuance thereof, and when the suit itself is barred by limitation, the question of granting a decree for specific performance does not arise. The equitable relief of specific performance cannot be granted on the basis of conjectures or unproved assertions.
- v. In view of the aforesaid findings and discussions, this Court holds that the plaintiff is **not entitled** to a decree for specific performance of contract in respect of the Schedule-B land.

VI.To what relief or reliefs, if any, are the parties entitled?

II Discussion and Decision:

- i. In view of the findings recorded under Issue Nos. III, IV and V, this Court has held that the plaintiff has failed to prove the existence and execution of a valid agreement for sale in respect of the Schedule-B land and has also failed to establish that the alleged payments were made towards part consideration pursuant to any such agreement. This Court has further held that the suit is barred by limitation under Article 54 of the Limitation Act, 1963. Consequently, the plaintiff is not entitled to the equitable relief of specific performance.
- ii. Since the plaintiff has failed to establish any enforceable legal right over the Schedule-B land, no declaratory relief or consequential relief can be granted in his favour. The defendants, on the other hand, are not shown to be liable for any relief claimed in the suit.
- iii. Accordingly, the suit stands dismissed on contest. Considering the facts and circumstances of the case, the parties shall bear their own costs.

ORDER

- 1.** In the result, the suit is dismissed on contest without cost.
- 2.** Judgment is pronounced in open Court.
- 3.** Prepare a decree accordingly within the prescribed time.
- 4.** Given under my hand and seal of this Court on **the 09th day of January, 2026.**

(Smti. Chayanika Hazarika)

Civil Judge (Jr. Div) Bajali, Pathsala.

Typed and Corrected by me:

Smti. Chayanika Hazarika.

Civil Judge (Jr. Div) Bajali, Pathsala.

A P P E N D I X**A. PLAINTIFF'S WITNESSES**

PW1: Ranjit Das. (Plaintiff)

PW2: Dinesh Kalita. (Petition writer)

PW3: Mrinal Sarma. (Post man)

PW4: Smti. Indumoni Abangpi. (Official witness, Junior District Administrative Assistant)

PW5: Sanjoy Roy. (Official witness, Chief Manager, S.B.I. Pathsala Branch, Bajali District)

B. PLAINTIFF'S EXHIBITS

Exhibit-1, Exhibit-2 & Exhibit 3: Counter folio of Deposit form of SBI, Pathsala Branch.

Exhibit 4: Duplicate Copy of Permission for sale issued by D.C Office, Barpeta.

Exhibit 5: Advocate Notice to Defendant No.1 Gobinda Thakuria, Dated 09.07.2015.

Exhibit 5(1) and 5(2): Postal Acknowledgment receipt.

Exhibit 6: Advocate Notice to defendant No.2 Sailya Bala Das Dated: 09.07.2015.

Exhibit 6(1) & 6(2) : Postal Acknowledgment receipt.

Exhibit- 7 & 8: Revenue paying receipt for the year of 2013 & 2015.

C. DEFENDANT'S WITNESSES:

DW1- Gobinda Thakuria. (defendant No.1)

Dw2-Sanatan Das. (Prime witness)

Dw2-Dinesh Das. (other witness)

D. DEFENDANT'S EXHIBITS

Exhibit I- Jamabandi.

Exhibit II- Revenue receipt.

Exhibit III-FIR.

Exhibit IV-Charge sheet.

Exhibit V-Judgment.

Smti. Chayanika Hazarika.
Civil Judge (Jr. Div) Bajali, Pathsala,
Assam.