

Court of Civil Judge (Sr. Div.)
Barsoi, Katihar
Judgment T. S.-63/2021
CIS No. 63/2021

1.

District-Katihar

**COURT OF CIVIL JUDGE (SENIOR DIVISION)
BARSOI, KATI HAR**

Present:- Sri Ram Sujan Pandey

**Title Suit No. - 63/2021
C.I.S. No. 97/2021**

1. Shyam Lal Das s/o Late Dadhicharan Das.
Resident of Village- Tikori, P.O.- Telta, P. S.- Balrampur, District- Katihar.

.....Plaintiff.

Vs.

1. Baidya Nath Das @ Boindo s/o Gopal Chandra Das.
Resident of village- Tikori, P. O. Telta, P. S. Balrampur, District- Katihar.

2.Sangeeta Kumari d/o Boindo Das @ Baidya Nath Das s/o Gopal Chandra Das.
Resident of village- Tikori, P.O. Telta, P.S. Balrampur, District – Katihar.

3. Hina Devi w/o Boindo Das @ Baidya Nath Das
Resident of village- Tikori, P. O. Telta, P. S. Balrampur, District- Katihar.

.....Defendants.

Counsel of the Plaintiff:- 1. Md. Nazir Alam, Advocate

Counsel of the Defendant:- 1. Md. Abrar Ali, Advocate

Dated:- 11th March, 2026, Barsoi

JUDGEMENT

1. The plaintiff seeks relief that the court be pleased to declare and decide that the registered sale-deed No. 9883 dated 23.07.2021 was executed by the plaintiff in terms of agreement dated 23.07.2021 in the name of defendant No.

2.

2(minor) through her father, the defendant No. 1. The court be further pleased to hold that defendant entered into the agreement dated 23.07.2021 with dishonest intention to get the sale-deed of the suit land executed in favour of the defendant No. 2. It be declared and decided by the court that the plaintiff without receiving any consideration amount from the defendant executed sale-deed on dated 23.07.2021 as per terms and conditions mentioned in the “Ekrarname Patra” dated 23.07.2021. After above adjudication the registered sale-deed No. 9883 on dated 23.07.2021 allegedly executed by the plaintiff in favour of the defendant No. 2 (minor) through her father, be declared void, inoperative and the same be set-aside.

2. The case of the plaintiff in short is that the land of the area of 42 decimal under plot No. 22 appertaining to R. S. Khata No. 53 under Mauza-Kot Bador detailed in Schedule-A of the plaint, is the subject matter of the suit and hereinafter be called as the suit land or the land in suit for the sake of brevity and convenience. The suit land was originally acquired by one Dadhicharan Das, the late father of the plaintiff by virtue of registered sale-deed vide sale-deed No. 10728 dated 23.06.1958 duly executed by the rightful owner and competent vendor, namely Radha Nath Das s/o Sundar Lal Das. After execution of the sale-deed, said Dadhicharan Das came in possession on his purchased land, now the suit land, got the land mutated in his name, paid rent and obtained rent receipts thereof granted by the State of Bihar. In course of time, said Dadhicharan Das died leaving behind his only son namely Shyam Lal Das, the plaintiff in the suit. Thus, after the death of said Dadhicharan Das his only son as well as legal heir, the plaintiff in the suit, inherited the suit land and came in physical possession of the suit land, paid rent and obtained rent receipts granted by the State of Bihar. Under the interval of time unhappening incident took place in between his son, namely Kanhaiya Kumar Das and Sangita Kumari, out of love affairs. Thereafter, the mother of minor daughter reported the matter to the Balrampur Police Station alleging offence of rape under Section 376 of I.P.C. and under POSCO Act on the basis of the report of the informant, namey Hina Devi a formal F.I.R. was lodged with Balrampur P. S. Case No. 112/2021 dated 09.07.2021 under the aforesaid section. In course of investigation said Kanhaiya Kumar Das, the son of the plaintiff, was arrested and has been in Jail custody. The plaintiff and the defendants are villagers living in the same society and the people living in the society on the request of both the parties resolved to settle the dispute in between the parties by way of compromise. In the panchayat it was decided and resolved on 13.07.2021 that the plaintiff shall transfer an area of 42 decimals in the name of victim Sangita Kumari (minor) through her father Baidya Nath Das through execution of registered instrument. At the same time, it was also resolved that a compromise petition duly signed by Hina

3.

Devi and her daughter Sangita Kumari shall be filed in the court in the hearing of bail of said Kanhaiya Kumar Das and after release of said Kanhaiya Kumar Das on bail, his marriage with Sangita Kumari shall be performed. The entire narrative of the panchayat decision was scribed under agreement in between Hina Devi and her daughter Sangita Kumari, on the one hand and Shyam Lal Das on the other hand. So prior to execution of the registered sale-deed, as aforesaid an agreement dated 23.07.2021 was scribed on Non-judicial stamp paper of Rs. 1000 /- (rupees one thousand only). The contents of the agreement was read over to the Hina Devi and his daughter Sangita Kumari to which Hina Devi put her thumb impression and Sangita Kumari put her signature. The plaintiff in terms of agreement dated 23.07.2021 as well as discharging his liability, executed registered sale-deed of the land appertaining to R. S. Khata No. 53, plot No. 22, measuring an area of 42 decimals, now the suit land in favour of and in the name of Sangita Kumari (minor) through natural guardian and father namely, Baidhya Nath Das. Thereafter, the plaintiff on 16.08.2021 requested the defendants to support the compromise petition, filed earlier in the case. But the defendants flatly denied to it and in this way, violated the terms of agreement, as well as terms and conditions of the compromise arrived at in between the parties. The plaintiff also approached the society people and narrated the misconduct of the defendant. The people of the local society observing the misconduct of the defendants suggested the plaintiff to legal recourse for cancellation of registered sale-deed dated 23.07.2021 duly executed in favour of defendant No. 2 namely Sangita Kumari (Minor) through her father the defendant No. 1. The cause of action for the first time arose to the plaintiff on dated 23.07.2021 when under the decision of the panchayat agreement dated 23.07.2021 was scribed, and thereby registered sale-deed vide sale-deed No. 9883 dated 23.07.2021 was executed and lastly on 16.08.2021 when defendants denied to follow the terms of agreement as well as to supports the compromise in the court.

3. Defendants appeared in the case. Despite sufficient opportunity, the defendants failed to file the written statement within the prescribed time. Therefore, the right of the defendant to file written statement was closed and suit proceeded u/o VIII Rule 10 CPC.

4. Following issues were framed in the suit for determination :-

- (i) Is the suit maintainable as framed and filed ?
- (ii) Whether the plaintiff executed sale-deed in respect to the suit land without consideration amount under pressure of criminal case ?
- (iii) Has the plaintiff got cause of action to file this suit against the defendant ?
- (iv) Is the plaintiff entitled to reliefs as claimed by the plaintiff ?

4.

5. Plaintiff adduced the following evidence :-

(Oral Evidence) :-

- (i). Ghiyalal Das.
- (ii). Binod Kumar Das.
- (iii). Chhatra Dhari Das.
- (iv). Achhe Lal Das.
- (v). Shyam Lal Das.

(Documentary Evidence) :-

- Exhibit-1:- Original deed of agreement dated 13.07.2021 between Shyamlal Das (plaintiff) and defendants .
- Exhibit-2:- Certified copy of sale-deed bearing deed No. 9883 dated 23.07.2021 executed by Shyam Lal Das in favour of Sangita Kumari (minor) through Baidya Nath Das her father, the natural guardian.
- Exhibit-3:- Original sale-deed bearing No. 10728 dated 23.06.1958 executed by Radha Nath Das in favour of Dadhicharan Das.
- Exhibit-4:- Original Chakbandi khatiyani in the name of Dadhicharan Das in respect to the suit property.
- Exhibit-5:- Certified copy of F.I.R. Balrampur P. S. Case No. 112/2021.

6. Defendant adduced no evidence .

7. Court is to see whether the plaintiff has been successful in proving his case according to the principle of preponderance of probabilities or not.

FINDING

8. Issue No.(i) Is the suit maintainable as framed and filed :- The suit is maintainable as framed and filed because the plaint has been properly drafted to convey the clear story and claim of the plaintiff and all relevant persons have been made party in this case. Accordingly this issue is decided in favour of the plaintiff.

9. Issue No. (ii) Whether the plaintiff executed sale-deed in respect to the suit land without consideration amount under pressure of criminal case :

Issue No. (iii) Has the plaintiff got cause of action to file this suit against

the defendant :-

From perusal of Exhibit- 1 it is evident that plaintiff had agreed to execute the sale-deed which is Exhibit No. 2 in order to fulfill the agreement done between plaintiff and Hina Devi & Sangeeta Kumari in which it was agreed that he would give 42 decimal land to Sangeeta Kumari and his son Kanhaiya Kumar Das would marry Sangita Kumari after coming out of Jail because from perusal of Exhibit-5 it is evident that a case u/s 376 I.P.C. and 04 POSCO Act was registered against him for doing alleged rape of Sangeeta Kumari bearing Balrampur P. S. Case No. 112/2021 dated 09.07.2021. The two witnesses P.W.3 Chhatradhari Das and P.W.4 Achhe Lal Das of the agreement i.e. Exhibit-1 have supported the case of the plaintiff who himself is P.W.5 in this case. Other two witnesses P.W.1 and P.W.2 have also supported this fact that agreement took place for execution of sale-deed in lieu of compromise taking place between the parties in respect of the rape case. From perusal of Exhibit-1 it is evident that an agreement in restraint of legal proceeding took place on 23.07.2021 and from perusal of Exhibit-2 it is evident that execution of the sale-deed by plaintiff in favour of Sangeeta Kumari (minor) through her father Baidya Nath Das as natural guardian took place on the same very day. From perusal of the averment of the sale-deed it is evident that the sale is done by plaintiff for consideration money and defendant Sangeeta Kumari (minor) through her father does the payment to the plaintiff whose son Kanhaiya Kumar Das is alleged to have raped her fourteen (14) days ago. It is crystal clear that this sale-deed i.e. Exhibit-2 has been executed in favour of defendants under pressure to restraint the criminal proceeding of rape pending against his son. According to Section 28 of Contract Act 1872 every agreement in restraint of legal proceeding is void. However, plaintiff has sought to set aside the sale-deed in question on the ground that the defendants are not complying with the terms and conditions of agreement reached in panchayati. Plaintiff has adduced evidence on this count through his witnesses. In all circumstances it is crystal clear that plaintiff has got a valid cause of action to file this suit and because plaintiff executed sale-deed in respect to the suit land without consideration amount under pressure of criminal case; Accordingly this issue is decided in favour of the plaintiff.

11. Issue No. (iv) Is the plaintiff entitled to reliefs as claimed by the plaintiff :- The plaintiff is entitled to relief and reliefs as claimed by the plaintiff; Accordingly this issue is decided in favour of the plaintiff.

Court of Civil Judge (Sr. Div.)
Barsoi, Katihar
Judgment T. S.-63/2021
CIS No. 63/2021

6.

ORDER

The suit is decreed on contest without cost declaring that the registered sale-deed No. 9883 dated 23.07.2021 i.e. Exhibit-2 was executed by the plaintiff in terms of agreement dated 23.07.2021 in name of defendant No. 2 (minor) through her father the defendant No. 1 without receiving any consideration amount from the defendant as per terms and condition mentioned in Ekrarnam Patra dated 23.07.2021 i.e. Exhibit- 1, as such the registered sale-deed No. 9883 dated 23.07.2021 executed by plaintiff in favour of defendant No. 2 (minor) through her father is declared void, inoperative and the same is set-aside.

Dated: 11.03.2026

Civil Judge (Sr. Div.)
Barsoi, Katihar

Certificate

This judgement has been dictated, checked & corrected by me.

Dated: 11.03.2026

Civil Judge (Sr. Div.)
Barsoi, Katihar