

In the court of Sub-Judge-I,
Pupri, Sitamarhi (Bihar)
Title Suit No.123/2017

In the matter of :

1. Akhileshwar Kumar, s/o -Lt. Ram Sagar Mishra,
_r/o - Vill. - Janipur, P.O.- Janipur, Circle & P.S- Nanpur,
Dist.- Sitamarhi.
_____ Plaintiff.

Vs.

1. Chandrabhusan Mishra, s/o- Lt. Ram Sagar Mishra,
2. Sashibhusan Mishra, s/o- Lt. Ram Sagar Mishra,
_r/o - Vill. - Janipur, P.O.- Janipur, Circle & P.S- Nanpur,
Dist.- Sitamarhi.
_____ Defendants.

(Name of Defendant No.03, Mostt. Sita Devi, w/o- Lt. Ram Sagar Mishra,
deleted vide Order dt.05.03.2024)

Ld. counsel for the Plaintiffs : (i) Sri Mohan Lal Karn

(ii) Sri Vimlesh Kumar Karn

_(Ld. Adv.)

Ld. counsel for the Defendants: (i) Sri Mohan Prasad Chaudhary

_(Ld. Adv.)

Date of judgment : 04-05-2026

Present: Sub-Judge-I, Pupri,
Sitamarhi, Bihar.

Judgement

1. Reliefs claimed:

- (i) The plaintiffs have filed the suit for a preliminary decree of 1/4 share in the Schedule - I land of the Plaintiff; to appoint a Survey Knowing Commissioner to carve out the aforesaid share and to prepare a Final Decree accordingly.



- (ii) The Cost of the suit .
(iii) Any other relief deemed fit.

2. Suit Land :-

Schedule No.- 01 of the Plaint

(Land stated to be Recorded in R.S. khatiyon in the name of Lt. Ram Sagar Mishra)

Land of Mauza-Janipur, P.S.-Pupri (Present-Nanpur), P.S.No.148, Dist.-
Sitamarhi

| Khata No. | Khasra No. | Area |
|-----------|------------|------------------|
| 197 | 2964 | 64 dismil |
| | 2965 | 19 dismil |
| 482 | 5090 | 24 dismil |
| 493 | 5093 | 13 dismil |
| 487 | 2084 | 14 dismil |
| | 2087 | 40 dismil |
| | 2099 | 13 dismil |
| | 2100 | 1.00Acre |
| | 2101 | 33 dismil |
| | 2104 | 35 dismil |
| 483 | 4478 | 24 dismil |
| | 4479 | 36 dismil |
| | 4954 | 06 dismil |
| | 4957 | 19 dismil |
| | 4962 | 10 dismil |
| | 4964 | 13 dismil |
| | 4972 | 13 dismil |
| | 5084 | 09 dismil |
| | 4815 | 04 dismil |
| | 4839 | 12 dismil |
| | 4841 | 18 dismil |
| | 4842 | 11dismil |
| | 4948 | 05 dismil |
| | 4949 | 32 dismil |
| | 2053 | 15 dismil |
| | 2059 | 27 dismil |
| | 2061 | 36 dismil |
| | 2063 | 21 dismil |
| | 2078 | 26 dismil |
| | 2079 | <u>12 dismil</u> |

Total Area - 7 Ac 69 dismil



Schedule No. 02 of the Plaint

(the land stated to be purchased by Lt. Ram Sagar Mishra)
Land of Vill.- Janipur, P.S.Nanpur, P.S.No.148, Dist.-Sitamarhi.

| Khata No. | Khasra No. | Area | Sale Deed No. And Date |
|-----------|-------------|---------------------------------|----------------------------|
| 475 | 2082 | 3 Katha 5 dhoor | <u>9691</u> |
| 476 | 2083 | (14 dismil) | 06.10.1970 |
| 472 | 2054 | 22 dismil | <u>4504</u> |
| | 2058 | 24 dismil | Dt. 09.08.1990 |
| | 2060 | 30 dismil | |
| | 2062 | 30 dismil | |
| 63 | 2836 | 57½dismil | <u>2836 Dt. 10.05.1969</u> |
| | 2839 | 22½dismil | |
| | 2833 | 05 dismil | |
| | 2230 | 32 dismil | |
| 748 | 2185 | 37 dismil | <u>801</u> |
| | 2186 | 26 dismil | Dt. 23.03.1977 |
| 747 | 2187 | 96 dismil | <u>2724</u> |
| | | | Dt. 25.05.1979 |
| 741 | 2151 | 3 Katha 19 dhoor (17½dismil) | |
| | 2133 | 7 Katha 7dhoor | <u>4659</u> |
| | | 33 dismil | Dt. 29.05.1972 |
| | 2127 | 2½ (11dismil) | |
| | 4578 | 2½ (11dismil) | |
| | 2836 / 3815 | 09 dismil | 1899 Dt. 03.03.1970 |



Schedule No.03 of Plaint

(The Land purchased by Lt. Ram Sagar Mishra in the name of Plaintiff and Defendant
No.01 and 02 jointly)

Vill-Janipur, P.S.-Nanpur, P.S.No.148, Dist.- Sitamarhi

| KhataNo. | Khasra No. | Area | Sale Deed No.And Date |
|----------|------------|-----------|-----------------------|
| 1699 | 5073 | 23 dismil | <u>5875</u> |

(ii) D.W.01 – Sashibhusan Mishra, s/o- Lt. Ram Sagar Mishra.

6. Documentary evidences

- (i) Exhibit 1 – Original sale deed no.5875 dt. 04.10.1991
(ii) Exhibit 1/a – Original sale deed no.4503 dt. 09.08.1990
(iii) Exhibit 1/b – Original sale deed no.6749 dt. 28.10.1992
(iv) Exhibit 1/C – Original sale deed no.2844 dt. 17.05.1993
(v) Exhibit 1/d – Original sale deed no.2850 dt. 10.06.1991
(vi) Exhibit 1/e – Original sale deed no.108 dt. 08.01.1996
(vii) Exhibit 1/f – Original sale deed no.6047 dt. 07.09.1992
(viii) Exhibit 1/g – Original sale deed no.6048 dt. 07.09.1992
(ix) Exhibit 1/h – Original sale deed no.6837 dt. 26.10.1992
(x) Exhibit 1/i – Original sale deed no.6750 dt. 20.10.1992
(xi) Exhibit 1/j – Original sale deed no.801 dt. 23.03.1977
(xii) Exhibit 1/k – Original sale deed no.4659 dt. 29.05.1972
(xiii) Exhibit 1/l – Original sale deed no.2724 dt. 25.05.1979
(xiv) Exhibit 1/m – Original sale deed no.1899 dt. 03.03.1970
(xv) Exhibit 1/n – Original sale deed no.4504 dt. 09.08.1990
(xvi) Exhibit 1/o – Original sale deed no.2836 dt. 10.05.1969
(xvii) Exhibit 1/p – Original sale deed no.6886 dt. 26.10.1992
(xviii) Exhibit 1/q – Original sale deed no.2846 dt. 17.05.1993
(xix) Exhibit 1/r – Original sale deed no.9691 dt. 06.10.1970
(xx) Exhibit 1/s – Original sale deed no.3862 dt. 30.06.2000
(xxi) Exhibit 1/t – Original sale deed no.3494 dt. 28.06.2003
(xxii) Exhibit 1/u – Original sale deed no.3495 dt. 28.06.2003
(xxiii) Exhibit 2, 2/a to 2/f – Certified copy of R.S. Khatiyar of khata no.487, 493, 482, 197, 483 in the name of Ram Sagar Mishra, s/o- Brijnandan Mishra

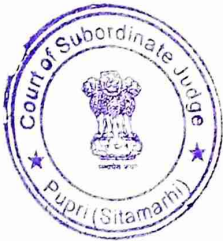


Findings

7. In order to claim the relief, a Compromise petition dt. 14.03.2024 was filed on behalf of both sides on 14.03.2024, bearing signatures of both sides of the Suit, Plaintiff no. 01 and of Defendant no.01 and 02. Upon compromise petition, the judicial Sirishtedar submitted Report and the parties to the Suit brought up on Record documents which are Exhibits 1, 1/a to 1/u and Exhibits 2, 2/a to 2/f.

By Compromise dt. 14.03.2024 of the parties to the Suit, Schedule-1 of the Compromise petition submitted to be part and parcel of Schedule-1 land of Plaintiff, is stated to be given into share of Plaintiff. Schedule-2 land of Compromise petition which is stated to be part and parcel of Suit land of Plaintiff is stated to be given into share of Defendant no.02 and Schedule-3 of the Compromise petition which it is stated to be part and parcel of Suit land of plaintiff is stated to be allotted to the share of Defendant no.01 of the case. But the schedule given in the compromise petition dt. 14.03.2024 does not corroborate with the area of plots as provided of the aforesaid plots in the Schedule land of the Plaintiff. However, the Scheduled land of the plaintiff corroborates with the exhibited documents of the parties to the suit.

In the oral testimony of witnesses of the parties to the suit ; P.w.01, Prashant Kumar, s/o Narayan Mishra stated in his examination in-chief on affidavit that the suit land has not been partitioned between the plaintiff and defendants. The land is joint family property and jointly cultivated. P.w.02, Monu Kumar, s/o Lalbabu Mishra stated in his examination-in-chief that Plaintiff has one share and the defendants have two share in it. No partition by metes and bounds had taken place in between them. P.w.03, Akhileshwar Kumar Mishra, the Plaintiff of the case on recall , got examined, stated that the documents are filed from his custody, identified and marked as Exhibits 1, 1/a to 1/u. In para (3) of his examination-in-chief filed on affidavit stated that he has put his signature on the compromise petition. In para (04) stated that he had no objection if the suit is disposed off in the light of compromise. In para (5) of his cross-examination stated that if the decree is prepared in the light of compromise, he had no objection. The parties to the suit also brought up on Record certified copies of R.S. Khatiyar w.r.t the land of Schedule- 1 of the Plaintiff which are Exhibits - 2 , 2/a to 2/f. D.w.01, Chandrabhusan Mishra, Defendant no.01 of the suit, stated in his examination-in-chief on affidavit in para (2) that on 14.03.2024, the parties to the suit have independently on consent filed compromise petition in the court on which petition, he himself and his two brothers have voluntarily put their signature. The land of Schedule-1 of the compromise petition is the share of the plaintiff, the land of Schedule-2 of the compromise petition is the share of Defendant no.02 and the Schedule-3 land of compromise petition is his share. In para (4) stated that he had no objection if the case is disposed off on basis of compromise petition. In cross in para (5) stated that he had no objection if decree is made in light of compromise. D.w.02, Sashibhusan Mishra, Defendant no.02 reiterated the same in his examination-in-chief filed on affidavit admitting that he had no objection if the case is disposed in light of compromise dated 14.03.2024 and decree prepared thereof. It is not disputed that after death of Defendant no.03, the mother of the parties to the suit, the property would devolve upon the heirs of Ram Sagar Mishra, the plaintiff and defendants except as per agreement made between them.



Order

8. In the result, the suit is disposed on basis of Compromise u/o XXIII R.3 CPC, subject to Chapter II of Act, 1872. O/C is directed to prepare a preliminary decree in accordance with the compromise, subject to the land