

C. S. No. 13 of 2024
**IN THE COURT OF CIVIL JUDGE (SENIOR
DIVISION),
DISTRICT: ANGUL**

PRESENT: SRI. SOMYA RANJAN NAYAK, LL.B.
CIVIL JUDGE (SENIOR DIVISION)
ANGUL.
JO Code-OD00645

C.S. No.13/2024
Regd.No.13/2024

Ritanjali Bhutia, aged about 40 years,
Wife of Krutibas Bhutia,
Village/P.O. Kushasingha, P.S. Sadar,
Dist. Angul.

..... Plaintiff.

-Versus-

1. Sandhyarani Bhoi, aged about 37 years,
Wife of Late Parasar Bhoi,
 2. Pritimanjari Bhoi, aged about 18 years,
Daughter of Late Parasar Bhoi,
 3. Sonali Bhoi, aged about 16 years,
Daughter of late Parasar Bhoi,
 4. S. Chandan Kumar Bhoi, aged about 13 years,
Son of Late Parasar Bhoi,
- Sl. Nos. 3 and 4 both are minors represented through
Their mother Guardian Sandhyarani Bhoi,
All are of Village/P.O. Paranga, P.S. Industrial Nisha,
P.S. Nisha, Dist. Angul.

..... Defendants

C.S.13 of 2024
Ritanjali Bhutia
-Vrs.-
Sandhyarani Bhoi and & Ors.

COUNSEL FOR THE PLAINTIFF: Sri. P. Barik and his associates, Advocates Angul.

COUNSEL FOR THE DEFENDANTS: Sri. S. Garnaik and his associates, Advocates Angul.

DATE OF ARGUMENT: 01.08.2026

DATE OF JUDGMENT: 12.08.2026

JUDGMENT

The Plaintiff has instituted this suit praying for decree of declaration of right, title and interest of plaintiff over the suit properties and for permanent injunction restraining the Defendants from alienating, selling, transferring the suit scheduled property by disturbing the possession of the Plaintiff in any manner over the suit schedule property and for directing the defendant to register the suit property in favour of plaintiff.

02. The case of the Plaintiff in short is that;-

The Plaintiff is the inhabitant of village-Kushansingha under Sadar Police Station of Angul District. The Defendants are the inhabitants of village-Paranga under Industrial P.S. Nisha within the jurisdiction of this Court. The suit scheduled property is situated at Mouza-Karadagadia under Sadar Police Station, Angul. The suit scheduled property vide Khata No.304/561 is recorded in the name of the Defendants.

Previously, it was recorded in the name of Late Parasar Bhoi, Son of Late Palau Bhoi of Village-Paranga and after death of the recorded tenant late Parasar the name of the Defendants were inserted in the Column-II of the record of right in Mutation Case No.5531 of 2021. Late Parasar Bhoi during his lifetime due to his illness and for construction of a new residential building wants to sale the scheduled property and Late Parasar Bhoi was unable to transfer the scheduled property as he was a Schedule Tribe persons amended vide order dated 20.08.2025 and nobody belongs to Schedule Caste person was came forward to purchase the land. Late Parasar Bhoi and the Defendant No.1 requested the Plaintiff to purchase the suit scheduled property and after detail discussion between the Plaintiff, late Parasar Bhoi and the Defendant No.1 the Plaintiff accepted the proposal of late Parasar Bhoi and the Defendant No.1. The total consideration of money and mode of payment was also decided in between the Plaintiff, late Parasar Bhoi and the Defendant No.1. For the purpose of urgency late Parasar Bhoi and the Defendant No.1 required Rs.10,00,000/- (Rupees Ten Lakhs Only) to overcome their urgency. For smooth operation of the above deal it was decided and to avoid any unto do circumstances in future an unequivocal binding agreement/contract was made in between the Plaintiff and Late Parasar Bhoi on dated 04.02.2017 for

selling and purchasing the suit scheduled property as the per the said agreement the total consideration money for the suit land was fixed at Rs.12, 92,500.00 (Rupees Twelve Lakhs Ninety Two Thousand Five Hundred Only) and out of that on the same day i.e., 04.02.2017, the Plaintiff paid Rs.10,00,000.00 (Rupees Ten Lakhs Only) to late Parasar Bhoi in presence of the Defendant No.1 and other witnesses namely Ranjan Kumar Das and Pandab Bhutia. The Defendant No.1 along with his deceased husband late Parasar Bhoi to fulfil their obligation allowed the Plaintiff to develop the suit scheduled property so as to make it habitable and permitted the Plaintiff to fence around the suit scheduled property. The Plaintiff developed the land by spending Rs.5,00,000.00 (Rupees Five Lakhs Only) and possessed the same till date without any interference. To transfer of the suit land permission is required from the competent authority U/s.22 of OLR Act and late Parasar Bhoi duly applied before the Sub-Collector, Angul to obtain permission U/s.22 of OLR Act vide Case No.06/2021 and the said case was dropped on dated 31.08.2021 due to absence of repeated calls. On dated 18.08.2021 Parasar Bhoi was died leaving behind the Defendants as his legal heirs and the Defendant Nos.3 and 4 are minors and represented through their mother guardian Sandhyarani Bhoi. As per requirement the Plaintiff was going on

payment to the Defendants and after death of late Parasar Bhoi the Plaintiff paid a total sum of Rs.2,00,000.00 (Rupees Two Lakhs Only) to the Defendant No.1 to solve her financial crisis on different dates. The Plaintiff also provides all expenses in Mutation Case No.5531/2021 for change of the Column-II in the suit scheduled Khata. Unfortunately the Defendant No.1 did not turn up to solve the problem of transfer of suit land in favour of the Plaintiff. The Plaintiff repeatedly requested the Defendant No.1 to take necessary steps to transfer the suit scheduled property to which the Defendant No.1 paid hide and seek with the Plaintiff. The Plaintiff is continuing with the possession over the suit scheduled property peacefully uninterruptedly till date by cultivating the same. The continuance of possession was also within the knowledge of the Defendants and also open, hostile and adverse to the Defendants. The cause of action arose on 15.12.2023 that the Defendant No.1 along with some other 4 to 5 persons tried to forcibly enter into the suit scheduled Plot and on protest the Defendant No.1 fled away from the suit land and threatened the Plaintiff for dire consequences. Hence, this suit.

03. On the other hand, the Defendants appeared but did not file any show-cause.

04. **POINTS FOR DETERMINATION:-**

1. Whether the suit maintainable?
2. Whether the Plaintiff has a valid and subsisting cause of action to institute this suit?
3. Whether the agreement for sale dated 04.02.2017 enforceable in law, given that the suit land belongs to a member of the Scheduled Tribe and permission under Section 22 of the Odisha Land Reforms (OLR) Act, 1960 was not obtained?
4. Whether the Plaintiff is entitled to a declaration of right, title, and interest over the suit property and a direction against the Defendants to execute and register the sale deed?
5. Whether the Plaintiff in lawful possession of the suit property, and is he entitled to the relief of permanent injunction or declaration of title by adverse possession?
6. What other relief or reliefs, if any, is the Plaintiff entitled to receive?

05. In order to establish the contentions the Plaintiff adduced both oral and documentary evidence. She examined herself as P.W.3 and P.W.1 and P.W.2 are the independent witnesses and proved four nos. of

documents i.e., Ext.1 to Ext.4. On the other hand, the Defendants have neither examined any witness nor produced any documentary evidence.

FINDINGS & DECISION

06. Point No.3:

The suit property vide Khata No. 304/561 originally belonged to Late Parasar Bhoi, a member of the Scheduled Tribe (ST). Under Section 22 of the Odisha Land Reforms Act, 1960, any transfer, agreement, or conveyance of land belonging to an ST person to a non-ST person without prior written permission from the competent revenue authority (Sub-Collector) is null, void, and illegal *ab initio*. The Plaintiff's own pleading admits that Case No.06/2021 filed under Section 22 of the OLR Act before the Sub-Collector, Angul, was dropped on 31.08.2021 due to non-prosecution. No valid permission from the revenue authority exists to date. Under Section 23 of the Indian Contract Act, 1872, an agreement whose object or consideration defeats the provisions of any law is unlawful and void. Enforcing an unpermitted sale of ST land directly violates statutory welfare legislation meant to protect tribal property. Hence the agreement for sale dated 04.02.2017 lacks statutory permission under Section 22 of the OLR Act and is legally

unenforceable. This point is held against plaintiff.

07.Point No.4:

Under Section 54 of the Transfer of Property Act, 1882, a contract for sale does not, of itself, create any interest in or charge on immovable property. Title passes only upon the execution and registration of a valid conveyance deed under Section 17 of the Registration Act, 1908. A court cannot issue a decree directing the registration of a sale deed where the underlying transaction is prohibited by a statutory bar (Section 22 of OLR Act). Granting a decree of declaration of title or directing the execution of a sale deed without statutory approval would amount to bypassing express statutory prohibitions. The Plaintiff cannot be declared the owner of the suit property, nor can the court direct the Defendants to register the sale deed in the absence of valid statutory permission under Section 22, OLR Act. This point is held against the Plaintiff.

08.Point No.5:

The Plaintiff claims entry into possession pursuant to an agreement for sale dated 04.02.2017 and payment of advance consideration (part performance under Section 53A, TPA). Possession originating from a contractual arrangement is permissive in nature. Permissive

possession cannot automatically transform into adverse possession unless clear, overt, and hostile title is asserted against the true owner to their knowledge. Furthermore, under Section 23-B of the OLR Act, the prescribed period to establish title by adverse possession against a member of a Scheduled Tribe is 30 years. The Plaintiff claims possession only since 2017 (less than 7 years prior to the suit), which falls drastically short of the statutory period.

It is a settled principle of law that a permanent injunction cannot be issued to restrain the true legal owners (the Defendants, who are recorded tenants in Column-II vide Mutation Case No. 5531/2021) at the instance of a person whose possession stems from an invalid or incomplete contract. The Plaintiff's claim of title by adverse possession is legally unsustainable, and no decree for permanent injunction can be passed against the true owners. Held against the Plaintiff.

09. Point Nos.1 & 2:

The suit seeking declaration of title and specific performance on the basis of an unapproved agreement to sell ST land is legally barred under the provisions of the OLR Act, 1960 and the Transfer of Property Act, 1882. The Plaintiff lacks a legally enforceable cause of action to claim ownership or injunctive relief against

the recorded legal heirs of the deceased ST owner. The suit lacks a valid cause of action and is not maintainable in its present form. Held against the Plaintiff.

10. **Point No.6:**

In light of the findings on points 1 through 5, the Plaintiff is not entitled to a decree for declaration of right, title, and interest, permanent injunction, or a direction to execute and register the sale deed.

Hence, it is ordered.

//ORDER//

The suit of the Plaintiff is hereby **DISMISSED** on contest against the Defendants, but in the circumstances without any order as to costs.

The advocates fee is at contested scale.

Sd/-

Civil Judge (Senior Division)
Angul.

The Judgment is typed to my dictation, corrected by me and pronounced in the open Court on this the **12th day of August, 2026.**

Sd/-

Civil Judge (Senior Division)
Angul.

List of witnesses examined for the Plaintiff:-

P.W.1 Sudhir Behera
P.W.2 Ranjan Kumar Das.
P.W.3 Ritanjali Bhutia

List of witnesses examined for the Defendants:-

Nil.

List of documents admitted in evidence for Plaintiff:-

Ext.1 Certified copy of Hal-Mutation R.O.R. of
 Khata No.304/561 of Mouza-Karadagadia
 in the name of Sandhyarani Bhoi.
Ext.2 Certified copy of Sabik-Mutation R.O.R.
 of Khata No.304/561 of Mouza-
 Karadagadia in the name of Parasara Bhoi.
Ext.3 Agreement dated 04.02.2017 between
 Parasara Bhoi and Ritanjali Bhutia (four
 sheets).
Ext.4 Certified copy of Order sheet in OLR Case
 No.6/21(53 sheets).

List of documents admitted in evidence for
Defendants:-

Nil.

Sd/-
Civil Judge (Senior Division)
Angul.