IN THE COURT OF THE CIVIL JUDGE (SENIOR DIVISION), PURI.

Present: - Sri Soumyarup Sahu, LL. B,
Civil Judge (Senior Division), Puri.
(JO Code- OD00485)

Dated, this the 11th August, 2026

Civil Suit No.383 of 2026

Sasmita Saranga, Aged about 43 Years, D/o Late Basudeb Sarangi, W/o Dibya Ranjan Rath,
At Gopinathpur near Atharanala, PS Puri Sadar, District Puri Plaintiff

Versus

1. Laxmipriya Sarangi, Aged about 67 years, W/o Basudeb Sarangi, At Gopinathpur alias Routarapur, PS Gopinathpur PS Puri Sadar, District Puri
2. Kalpana Sarangi, Aged about 49 years, D/o Late Basudeb Sarangi, W/o Soumendra Kumar Rath, At Mukunda Mishra Nagar, PS Puri Sadar, District Puri
3. Swapnarani, Aged about 47 years, D/o Basudeb Sarangi, W/o Satya Ranjan Satapathy, At Gopinathpur, Near Atharanala, PS Puri Sadar, District Puri Defendants

Counsel for the Plaintiff: Sri , Advocate.

Counsel for the Defendants: Sri, Advocate

Date of Argument	Date of Judgment
03.08.2026	11.08.2026

JUDGMENT

1. The plaintiff has filed the present suit with prayer to partition the suit schedule property between parties and for allotment of share in her favour.

District	Mouza	Khata No.	Plot No.	Area
Puri	Gopinathpur alias Routarapur	165/1623	163/2485	Ac 0.065 decimal

2. **FACTUAL MATRIX OF THE CASE**

The concise yet comprehensive factual record of the case, pertaining to the matter at hand, is presented succinctly as follows:

2(a) It is pleaded that both the parties are Hindu and are governed under Mitakshara school of Hindu law. It is pleaded that the defendant No.1 i.e. Laxmipriya Sarangi is the mother of the plaintiff and defendant No.2 i.e. Kalpana Sarangi and defendant No.3 i.e. Swapnarani Sarangi are her sisters. The family pedigree is respect of the family is as follows: -

Late Basudev Sarangi

Laxmipriya Sarangi

Kalpana	Swapnarani	Sasmita
D-2	D-3	Plaintiff

2(b) It is pleaded that suit property appertaining to Khata No. 165/1623, Plot No. 163/2485, Mouza Gopinathpur alias Routarapur is recorded in the name of defendant No.1 but was acquired out of joint family funds derived from the agricultural funds and fixed deposit and treated as joint family funds. It is pleaded that the plaintiff and defendants are in possession of the suit property and they are possessing and enjoying the same and under their joint ownership having joint right, tile, interest, possession and enjoyment. It is pleaded that the plaintiff is a co-sharer and defendant No.1 had no exclusive right, title and interest in the said property. It is categorically pleaded that the defendant No.1 is a house wife and has income to purchase scheduled B property and to make development of the said property and as such the plaintiff along with defendants are in joint possession of the same. It is further pleaded that defendant No.1 is attending the age of 67 years is in imbalance of mind having no independent income at present and does not know reading and writing and know only to put her signature. It is also pleaded that she is suffering from high blood pressure and other illness and taking advantage of mental and old age disease, the defendant No.2 and 3 have colluded with each other and trying to alienate the suit property without having any legal necessity of the family and forcibly taken signature of the plaintiff. It is pleaded that they are threating the plaintiff to deprive her of the suit property. It is further pleaded that the suit property has not been partitioned by metes and bounds.

2© It is pleaded that on 24.05.2026, some real estate dealer visited the suit property and proclaimed about the purchase of the suit property and tried to dispossess the plaintiff form it and on strong protest of plaintiff they fled away. It is pleaded that thereafter the defendant No.1 requested the plaintiff to partition the suit scheduled property to which they refused and threatened her with dispossession and hence, the plaintiff has filed the present suit seeking partition of the suit scheduled property. Hence, the present suit.

3. After receipt of the summons, defendants appeared and filed their joint written statement. It is pleaded that the suit is not maintainable in the eye of law as well facts of the case. It is pleaded that the plaintiff has no locus standi to file the suit. It is pleaded that the plaintiff has no cause of action to present the suit.

3(a) The contents of genealogy as reflected in the plaint and description of suit property is admitted by the defendants. It is admitted that even though the suit property was purchased in the name of defendant No.1 but the same is the joint family property of the parties as the consideration amount in respect of the suit property has been accrued out joint family income of the parties and accordingly the plaintiff and defendants are possessing and enjoying the suit property having unity of title and possession over the same.

3(b) It is pleaded that the averments made in Para 5 to 7 are totally false and denied by the defendants. It is pleaded that it is totally false and baseless to allege that the defendants colluded with each other and tried to dispossess the plaintiff from the suit property without an objective to deprive her of her legitimate share. It is also categorically denied that the defendants made negotiation with third party to alienate the suit property. It is further pleaded that at the intervention of local gentries, the misunderstanding between the parties has been settled and accordingly the suit property has been partitioned under family settlement deed which was reduced to writing. Hence, it is prayed to dispose of the suit property accordingly.

4. On the basis of averments made in the plaint and written statement, the following issues are framed for consideration.

ISSUES

I. Whether there is any cause of action to file the suit?
II. Whether the suit is maintainable in its present form?
III. Whether the plaintiff is entitled to partition the suit scheduled property and allotment of share in her favour?
IV. Whether the suit property is the joint family property of the parties.
V. Whether the plaintiff is entitled to any other reliefs?

5. In order to prove its case, both the plaintiff examined themselves as witness and relied upon Exhibit 1 to Exhibit 2/e. On the other hand, all the defendants also examined themselves as a witness but did not mark any document on its behalf.

FINDINGS

6. **ISSUE NOS. III and IV**

These issues are interlinked and vital issues and hence are first taken up first for discussion. Before going to appreciate the evidence available in the case record to decide the issue at hand, it is apposite to keep in mind the principles and things to be considered while decide a suit for partition as enunciated by the Hon'ble Supreme Court at para-24 in ***Shasidhar & Ors vs Ashwini Uma Mathod & Anr decided on 13 January, 2015 in CIVIL APPEAL***

No.324 OF 2015 (ARISING OUT OF SLP(C) No. 14024/2013) wherein it was observed

24. We may consider it apposite to state being a well settled principle of law that in a suit filed by a co- sharerer, coparcener, co-owner or joint owner, as the case may be, for partition and separate possession of his/her share qua others, it is necessary for the Court to examine, in the first instance, the nature and character of the properties in suit such as who was the original owner of the suit properties, how and by which source he/she acquired such properties, whether it was his/her self-acquired property or ancestral property, or joint property or coparcenery property in his/her hand and, if so, who are/were the coparceners or joint owners with him/her as the case may be. Secondly, how the devolution of his/her interest in the property took place consequent upon his/her death on surviving members of the family and in what proportion, whether he/she died intestate or left behind any testamentary succession in favour of any family member or outsider to inherit his/her share in properties and if so, its effect. Thirdly whether the properties in suit are capable of being partitioned effectively and if so, in what manner? Lastly, whether all properties are included in the suit and all co-sharerer, coparceners, co- owners or joint-owners, as the case may be, are made parties to the suit? These issues, being material for proper disposal of the partition suit, have to be answered by the Court on the basis of family tree, inter se relations of family members, evidence adduced and the principles of law applicable to the case. (see "Hindu Law" by Mulla 17th Edition, Chapter XVI Partition and Reunion - Mitakshara Law pages 493-547).

7. Similarly, Hon’ble Apex court in **Shub KaranBubna @ Shub Karan Prasad Bubna Vs. Sita SaranBubna & Ors pronounced on 21 August, 2009 in Special leave petition No.17932 of2009 at para-4 has held that-**

`Partition' is a re-distribution or adjustment of pre-

existing rights, among co-owners/coparceners, resulting in a division of lands or other properties jointly held by them, into different lots or portions and delivery thereof to the respective allottees. The effect of such division is that the joint ownership is terminated and the respective shares vest in them in severalty. A partition of a property can be only among those having a share or interest in it. A person who does not have a share in such property cannot obviously be a party to a partition. `Separation of share' is a species of 'partition'. When all co-owners get separated, it is a partition. Separation of share/s refers to a division where only one or only a few among several co-owners/coparceners get separated, and others continue to be joint or continue to hold the remaining property jointly without division by metes and bounds. For example, where four brothers owning a property divide it among themselves by metes and bounds, it is a partition. But if only one brother wants to get his share separated and other three brothers continue to remain joint, there is only a separation of the share of one brother. In a suit for partition or separation of a share, the prayer is not only for declaration of plaintiff's share in the suit properties, but also division of his share by metes and bounds. This involves three issues: (i) whether the person seeking division has a share or interest in the suit property/properties; (ii) whether he is entitled to the relief of division and separate possession; and (iii) how and in what manner, the property/properties should be divided by metes and bounds?

Keeping in view the aforesaid principles in mind, let me find out whether plaintiff is entitled to relief prayed for. For sake of brevity entire examination in chief of plaintiff and defendants are not produced herewith.

Analysis and findings.

Law is settled that in order to consider a matter of declaration of right, title and interest in his favour, a party has to prove the source of acquiring of the property. In the case in hand, the above documents are produced by plaintiff in support of their ownership and possession over suit lands. In the instant case, on perusal of Exhibit 1 i.e. appertaining to 165 /1623, Plot No. 163/2485 of Mouza Gopinathpur alias Routarapur stands recorded in the name of Laxmipriya Sarangi. Though RoR are not supportive of one's exclusive right, title and interest and of possession, the person who claims otherwise has to prove his claim by adducing positive evidence. In this context, it would be appropriate for me to refer to judgment of Hon'ble Supreme Court of India in **Shri Partap Singh (Since Dead) Thr vs. Shiv Ram (Since Dead) Thr Lrs. (CIVIL APPEAL NO. 1511 OF 2020) in Para 19 observed** "This Court in Vishwa Vijai Bharti v. Fakhrul Hasan & Ors. **1976 AIR 1485** held that the entries in the revenue record ought to be generally accepted at their face value and courts should not embark upon an appellate inquiry into their correctness. But the presumption of correctness can apply only to genuine, not forged or fraudulent entries. This Court held as under:

"14. It is true that the entries in the revenue record ought, generally, to be accepted at their face value and courts should not embark upon an appellate inquiry in to their correctness. But the presumption of correctness can apply only to genuine, not forged or fraudulent, entries. The distinction may be fine but it is real. The distinction is that one cannot challenge the correctness of what the entry are the revenue record states but the entry is open to the attack that it was made fraudulently or surreptitiously. Fraud and forgery rob a document of all its legal effect and cannot found a claim to possessory title."

Further Hon'ble Court in para 23 held "23. The presumption of truth attached to the revenue record can be rebutted if such entry was made fraudulently or surreptitiously (Vishwa Vijai Bharti's case) or where such entry has not been made by following the prescribed procedure (**Bhimappa Channappa Kapali (Dead) by LRS. v. Bhimappa Satyappa Kamagouda (Dead) by LRS. and Others**

The Hon'ble Apex court in same judgment in Para 24 observed "24. Therefore, we find that the presumption of truth attached to the record-of-rights can be rebutted only if there is a fraud in the entry or the entry was surreptitiously made or that prescribed procedure was not followed. It will not be proper to rely on the oral evidence to rebut the statutory presumption as the credibility of oral evidence vis-a-vis documentary evidence is at a much weaker level.

The decision of Hon'ble Supreme court in **Shri Partap Singh (Since Dead) Thr (**supra) is squarely applicable to facts of present case. There is nothing on record to show that such entry was made fraudulently or surreptitiously or such entry has been made without following due procedure of law. In these circumstances, the suit RoR produced from the possession of the plaintiff clearly shows that Laxmipriya Sarangi is the owner of the suit scheduled property. Moving further, as per admitted genealogy, the defendant No.1 is the mother and plaintiff, defendant No.2 and 3 are sisters. Even though the suit property stands recorded in the name of defendant No.1 but it is admitted case of both parties including defendant No.1 that the suit property was purchased out of joint family consideration. Law is settled that facts admitted need not be proved. Hence, in my considered opinion the suit property is the joint family property of the parties and hence, the plaintiff and defendants are entitled to distribute the same among themselves. In the meantime, both parties entered in to compromise/family settlement to distribute the share amongst themselves. Hence, let me proceed to analyze validity of family settlement entered in to by the respective parties and as to whether property shall be distributed amongst plaintiff and defendant as per family settlement deed.

Family settlement

In the present case, both plaintiff and defendants admitted that there was a family settlement on dated 21.07.2026 marked vide Exhibit 2. Both the plaintiff and all the defendants during course of their examination deposed that they voluntarily entered in to family settlement. As there is no dispute regarding execution of family settlement deed either of plaintiff or defendants and hence, the family settlement is deemed to prove but since the family settlement is executed on an unregistered document and hence, the next point that hinges for consideration is whether Registration of family settlement is mandatory before same could be acted upon.

Registration of family settlement

The question whether such settlement between the members of the family would require registration or not has come up for consideration before Hon'ble Supreme Court in a judgment reported in **Kale and others vrs Deputy director of consolidation and others) AIR 1976 SC 807** Hon'ble Apex Court observed as follows

9. Before dealing with the respective contentions put forward by the parties, we would like to discuss in general the effect

and value of arrangements entered into between the parties with a view for resolving disputes for once and all. By virtue of a family settlement or arrangement members of a family descending from a common ancestor or a near relation seek to sink their differences and disputes and settle and resolve their conflicting claims or disputed titles once for all in order to buy peace of mind and bring about complete harmony and good will in the family. The family arrangements are governed by a special equity peculiar to themselves and would be enforced if honestly made. In this connection Kerr in his valuable treatise 'Kerr on fraud at page 364 makes the following pertinent observations regarding the nature of family arrangements which may be extracted thus

Para 10. The principles which apply to the case of ordinary compromise between strangers do not equally apply to the case of compromises in the nature of family arrangements. Family arrangements are governed by a special equity peculiar to themselves, and will be enforced if honestly made although they have not been meant as a compromise, but have proceeded from an error of all parties, originating in mistake or ignorance of fact as to what their rights actually are or of the points on which their rights actually depend

The Hon'ble Apex Court further in same judgment observed in other words to put the binding effect and the essentials of a family settlement in a concretized form, the matter may be reduced into the form of the following propositions:

I. The family settlement must be a bona fide one so as to resolve family disputes and rival claims by a fair and equitable division or allotment of properties between the various members of the family;

II. The said settlement must be voluntary and should not be induced by fraud, coercion or undue influence:

III. The family arrangement may be even oral in which case no registration is necessary;

IV. It is well-settled that registration would be necessary only if the terms of the family arrangement are reduced into writing. Here also, a distinction should be made between a document containing the terms and recitals of a family arrangement made under the document and a mere memorandum pre-pared after the family arrangement had already been made either for the purpose of the record or for in formation of the court for making necessary mutation. In such a case the memorandum itself does not create or extinguish any rights in immovable properties and therefore does not fall within the mischief of s. 17(2) of the Registration Act and is, therefore, not compulsorily registrable;

V. The members who may be parties to the family arrangement must have some antecedent title, claim or interest even a possible claim in the property 'It which is acknowledged by the parties to the settlement. Even if one of the parties to the settlement has no title but under the arrangement the other party relinquishes all its claims or titles in favour of such a person and acknowledges him to be the sole owners, then the antecedent title must be assumed and the family arrangement will be upheld and the Courts will find no difficulty in giving assent to the same;

VI. Even if bona fide disputes, present or possible, which may not involve legal claims are settled by a bona fide family arrangement which is fair and equitable the family arrangement is final and binding on the parties to the settlement.

8. In **Ravinder Kaur Grewal and Others** v. **Manjit Kaur and Others** (2020) 9 SCC 706 Hon'ble Supreme Court referred to it earlier judgment passed K**ale and others (supra)** and observed "It may be stated that this was not a case of compromise decree but of a family settlement which was sought to been forced in a suit for declaration as one of the parties to the settlement wanted to resile from it. Such family settlement was

held to be a document as per clause (v) of sub-section 2 of Section 17 of the Registration Act, 190

9. In **Ripudaman Singh vs Tikka Maheswar Chand** on 6 July, 2021 **(2021) 7SCC 446** Hon'ble Supreme Court observed "An aggrieved person can seek enforcement of family settlement in a suit for declaration wherein the family members have some semblance of right in property or any pre-existing right in the property. The family members could enter into settlement during the pendency of the proceedings before the Civil Court as well. Such settlement would be binding within the members of the family. If a document is sought to be enforced which is not recognized by a decree, the provision of clause (v) of sub-section 2 of Section 17 of the Registration Act, 1908 would be applicable. However, where the decree has been passed in respect of family property, clause (vi) of sub-section 2 of Section 17 of the Registration Act, 1908 would be applicable. The principle is based on the fact that family settlement only declares the rights which are already possessed by the parties.

It is well settled proposition of law that once the family decides to enter into an arrangement in respect of the properties and accordingly executes a document thereby clearly indicating the intention of the family as how the properties are treated and sought to be enjoyed by the parties referred therein, such intention alone is to prevail over all other technical objections

13. In respect of a question whether the decree requires registration or not, this Court in Bhoop Singh v. Ram Singh Major and Others (1995) 5 SCC 709 held that decree or order including compromise decree creating new right, title or interest in praesenti in immovable property of value of Rs.100/- or above is compulsory for registration. It was not the case any pre-existing right but right that has been created by the decree alone. This court explained both the situation, where a part has pre-existing right and where no such right exists. It was observed as under:

"13. In other words, the court must enquire whether a document has recorded unqualified and unconditional words of present demise of right title and interest in the property and included the essential terms of the same; if the document, including a compromise memo, extinguishes the rights of one and seeks to confer right, title or interest in praesenti in favour of the other, relating to immovable property of the value of Rs.100 and upwards, the document or record or compromise memo shall be compulsorily registered.

xx xx xx

16. We have to view the reach of clause (vi), which is an exception to sub-section (1), bearing all the aforesaid in mind. We would think that the exception engrafted is meant to cover that decree or order of a court, including a decree or order expressed to be made on a compromise, which declares the pre-existing right and does not by itself create new right, title or interest in praesenti in immovable property of the value of Rs. 100 or upwards. Any other view would find the mischief of avoidance of registration, which requires payment of stamp duty, embedded in the decree or order.

xx xx xx

18. The legal position qua clause (vi) can, on the basis of the aforesaid discussion, be summarized as below:

I. Compromise decree if bona fide, in the sense that the compromise is not a device to obviate payment of stamp duty and frustrate the law relating to registration, would not require registration. In a converse situation, it would require registration.

II. If the compromise decree were to create for the first time right, title or interest in immovable property of the value of Rs 100 or upwards in favour of any party to the suit the decree or order would require registration.

III. If the decree were not to attract any of the clauses of sub-section (1) of Section 17, as was the position in the aforesaid Privy Council and this Court's cases, it is apparent that the decree would not require registration.

IV. If the decree were not to embody the terms of compromise, as was the position in Lahore case, benefit from the terms of compromise cannot be derived, even if a suit were to be disposed of because of the compromise in question.

V. If the property dealt with by the decree be not the "subject-matter of the suit or proceeding", clause (vi) of sub-section (2) would not operate, because of the amendment of this clause by Act 21 of 1929, which has its origin in the aforesaid decision of the Privy Council, according to which the original clause would have been attracted, even if it were to encompass property not litigated.

Reverting back to facts of present case, admittedly the plaintiff and defendants are successor of Late Basudev Sarangi and hence, in my considered opinion no right was being created in praesenti for the first time, thus not requiring compulsory registration.

Therefore, considering the oral and documentary evidence adduced from both the sides, arguments advanced by their Ld. Counsels and the discussion held above, this Court is of opinion that the suit land is liable to be partitioned amongst the parties and the same is to be Distributed amongst the plaintiff and defendants as per family settlement dated 21.07.2026 marked vide Exhibit 2.

10.Issue No.(i) and (II)

So far as this issue is concerned, since the vital issues are decided in favour of the plaintiff, the suit is maintainable in the present form. Similarly, as plaintiff has been successful in proving that property was not partitioned by metes and bound prior to the institution of the suit and hence in my considered opinion the plaintiff has a valid cause of action.

Hence, these issues are answered in favour of plaintiff.

11.Issue No.(iv): -

So far as this issue is concerned, considering facts and circumstances of the case, plaintiff is not entitled to any other reliefs then prayed for.

Hence, this issue is decided accordingly.

O R D E R

The suit be and the same is decreed is favour of plaintiff on contest but in the peculiar circumstances without any order of cost. The plaintiff and defendnats are entitled to respective share as per family settlement dated 21.07.2026 mark vide Exhibit 2. The family settlement deed dated 21.07.2026 along with sketch map annexed with compromise petition shall form part of judgment/decree. As the suit property is partitioned on basis of compromise family settlement, there is no need to draw a separate final decree. The plaintiff and defendants have liberty to file requisite stamp paper for drawl of decree.

Pleaders' fees to be assessed on contested scale.

Civil Judge (Senior Division), Puri

This judgment is transcribed to my dictation, corrected by me and pronounced in the open court, on this the 11th August, 2026 under my hand and seal of the Court.

Civil Judge (Senior Division), Puri.

LIST OF WITNESSES EXAMINED ON BEHALF OF THE PLAINTIFF.

P.W.1 Sasmita Sarangi

LIST OF WITNESSES EXAMINED ON BEHALF OF THE DEFENDANTS.

D.W.1 Laxmipriya Sarangi

D.W.2 Kalpana Sarangi

D.W.3 Swapnarani Sarangi

LIST OF DOCUMENTS ADMITTED IN EVIDENCE FOR THE PLAINTIFFS.

Exhibit 1	ROR appertaining to Khata No. 165/1623 of Mouza Gopinathpur alias Routarapur
Exhibit 2	Compromise Petition.
Exhibit 2/a	Signature of P.W.1 on Compromise Petition
Exhibit 2/b	Signature of D.W.1 on Compromise Petition
Exhibit 2/c	Signature of D.W.2 on compromise petition
Exhibit 2/d	Signature of D.W.3 on compromise petition
Exhibit 2/e	Sketch Map

LIST OF DOCUMENTS ADMITTED IN EVIDENCE FOR THE DEFENDANTS.

NIL

Civil Judge (Senior Division), Puri.
11.08.2026