

**ORDERS ON MARKING OF
DOCUMENT/IMPOUNDING i.e., CONSENT
AGREEMENT DEED (ರಾಜೀ ಪತ್ರ)**

This case is posted on 02-03-2023 for further chief of PW1, on that day the plaintiff has got marked 7 documents as Exp1 to 7. At the time of marking the unregistered agreement and certified copy of Will this court has adjourned the matter to hear on said documents with respect to marking of them. Both the counsel argued on unregistered agreement with respect to its impounding.

2. It is pertinent to note here that, after careful perusal of original copy of consent agreement deed dated 14-01-2019 produced by the plaintiff along with list of documents, wherein condition No.1 with respect to house properties, the R.A.No. left blank i.e., ".....

ಈ ಷರತ್ತು ಶಿರಸಿ 1 ನೇ ಎ ಡಿ ಜೆ ನ್ಯಾಯಾಲಯದಲ್ಲಿರುವ ಆರ್ ಎ ನಂ: / ರಲ್ಲಿ ಆಗುವ ಅಂತಿಮ ತೀರ್ಮಾನಕ್ಕೆ ಬದ್ಧವಾಗಿರುತ್ತದೆ ಎಂತಾ ಉಭಯತರರು ಸ್ವಇಚ್ಛೆಯಿಂದ ಒಪ್ಪಿರುತ್ತಾರೆ".

Further, in condition No.1 with respect to landed properties the Sy.No. left blank ie., "..... ಇವರ ಮಾಲೀಕತ್ವದಲ್ಲಿರುವ ಮುಂಡಗೋಡ ಗ್ರಾಮ ಸ. ನಂ: ರಲ್ಲಿಯ 9-2-0 ಜಮೀನನ್ನು". Such being so, the said incomplete document is not valid in the eyes of law. Based on the same neither the plaintiff nor the defendants of the instant suit can't run the litigation.

Such being so, the question of marking of the said consent agreement deed (ರಾಜಿ ಪತ್ರ) and its impounding doesn't arise at all. Hence, I proceed to pass the following;

ORDER

The impounding and marking of consent agreement deed (ರಾಜಿ ಪತ್ರ) is rejected.

No order as to costs.

For further chief of PW1.

Call on 23.04.2024.

-Sd/-

Civil Judge and
J.M.F.C. Mundgod.