
IN THE COURT OF CIVIL JUDGE JUNIOR DIVISION, IMPHAL EAST
LAMPHEL COURT COMPLEXES, MANIPUR

ORIGINAL SUIT NO. 67 OF 2022

Lairikyengbam Anilkumar Singh, aged about 47 yrs, S/o (L) I. Bidhi Singh of Nagamapal, Singjubung Leirak, P.O & P.S Imphal, Imphal West District, Manipur- 795001.

.....*Plaintiff*

-Versus-

1. Lamjingba Management Service Pvt. Ltd., Nagamapal RIMS Road, P.O. Imphal, Imphal West District, Manipur, Pin- 795004 represented by its Chairman/ Managing Director namely Sanasam Jacky Singh, aged about 29 yrs, S/o S. Kulla Singh, a resident of Thoubal Kiyam Siphai Babu Bazar, P.O & P.S Thoubal, Thoubal District, Manipur, Pin No. 795130;
2. Mutum Robindro Singh, aged about 44 yrs, S/o M. Tomba Singh of Kiyam Siphai, Babu Bazar, P.O & P.S Thoubal, Thoubal District, Manipur, Pin No. 795130 (Director, Sayol Industries Pvt.

Ltd. Nagamapal RIMS Road, P.O Imphal,
Imphal West District, Manipur, Pin No.
759004).

.....Defendants

P R E S E N T:

Sarungbam Mangaleibi Devi
Civil Judge (Junior Division) Imphal East

For the complainant/petitioner : Shri. W. Kanta Singh & Chamber Colleagues
For the respondent/O.P. : Ex-Parte
Date of hearing : 12/07/2024
Date of order : 31/07/2024

J U D G M E N T & O R D E R

Dated: 31st July 2024

1. This suit is for declaration and consequential reliefs and eviction of Defendants under Section 34 of the Specific Relief Act, 1963 read with Section 9 of the Code of Civil Procedure, 1908.

2. Brief factual matrix leading to the filing of the present case are as follows:

- I. That, the Plaintiff is the absolute owner of the homestead land under Patta No. 84/422 (New) corresponding to Old Patta No. 27, 149, covered by C.S. Dag No. 372/554, measuring an area of 0.12546 hectare (0.31 acres) of Revenue Village No. 18-Maiba Khul, Imphal East District, Manipur. The said homestead land is morefully described in the Schedule-A appended hereunder and the same is hereinafter referred to as the Suit Land.
- II. That, the homestead land under Patta No. 84 (New) corresponding to Old Patta No. 27, 149, covered by C.S. Dag No. 372,

measuring an area of 0.25090 hectare (0.62 acres) of Revenue Village No. 18-Maiba Khul was purchased by the Plaintiff and his wife namely Lairikyengbam (O) Rehea Devi from one Mayengbam Ongbi Leikham Devi, W/O (late) M. Ningthemton Singh of Maiba Khul Mamang Leikai, P.O. Mantripukhri, P.S. Heingang, Imphal East District, Manipur under a registered Sale Deed dated 04.11.2015 at a consideration prize of Rs. 13,50,660/- (Rupees Thirteen lakh and fifty thousand six hundred and sixty) only. The said registered Sale Deed dated 04.11.2015 was registered under Book No. 1, Volume No. XV at page No. 323-325 being No. 2951(V) of 2015 on 06.11.2015 of the Sub-Registrar, Imphal East District, Manipur. It is pertinent to mention here that the Suit Land (Schedule-A) is the half portion of the aforesaid homestead land and the share of the Plaintiff as per the said registered Sale Deed dated 04.11.2015 is the northern half portion, which is the Schedule-A land.

III. That, after the purchased of the Suit Land (Schedule-A), the name of the Plaintiff was mutated in the relevant land records (Record of Rights) of the Suit Land (Schedule-A) by cancelling the name of Mayengbam Ongbi Leikham Devi.

IV. That, over the Suit Land and southern half portion of land under Patta No. 84 (New) corresponding to Old Patta No. 27, 149, covered by C.S. Dag No. 372, measuring an area of 0.25090 hectare (0.62 acres) of Revenue Village No. 18-Maiba Khul (share portion of Plaintiff's wife), the Plaintiff set up a packaged drinking water plant under the name and style "YES packaged drinking water" during the month of April, 2016.

It is pertinent to mention here that the Plaintiff is the proprietor of M/s Lairikyengbam Enterprises and the business of said packaged drinking water was run by the Plaintiff through M/s Lairikyengbam Enterprises. The Plaintiff continued the said business till the month of June, 2019 and while doing the said business, the Plaintiff took a loan from the Indian Overseas Bank, Thoubal Branch by keeping the Suit Land (Schedule-A) as security for loan. The Plaintiff has not yet completed the repayment of loan amount.

V. That, under an oral agreement between the Plaintiff and Defendant No. 1, the Plaintiff transferred the aforesaid business of

packaged drinking water along with machinery installed in the Suit Land in favour of the Defendant No. 1 during the month of July, 2019 and necessary papers for transfer of the said packaged drinking water were executed by the Plaintiff in favour of Defendant No. 1.

It was further orally agreed by and between the Plaintiff and Defendant No. 1 that the Defendant No. 1 shall pay a sum of Rs. 50,000/- (Rupees fifty thousand) only per month as rent fee for the use of Suit Land and structure standing thereon for carrying out the said business of packaged drinking water by the Defendant No. 1.

That, since the day the Defendant No. 1 overtake the aforesaid business of packaged drinking water from the Plaintiff, the Defendant No. 1 have not paid the monthly rent fee as agreed upon. That on many occasions the Plaintiff had demanded the monthly rent fees from the Defendant No. 1 through his employee as the Defendant No. 1 remained hidden due to huge pressure and threat from his investors. It is worth to mention that Defendant No. 1 to the reason best known to him had stop the business of packaged drinking water from the month of November, 2019.

VI. That the Plaintiff on 15.09.2022 went to the Suit Land and clean the building standing inside the Suit Land and on the next day, the Defendant No. 2 along with his men and agent forcibly entered inside the Suit Land and had claim to be the authorized agent of Defendant No. 1 and tried to take possession of the Suit Land illegally on purported claim of ownership of Defendant No. 1 over the Suit Land (Schedule-A). The Plaintiff learnt about the said facts from the locality of Maiba Khul.

VII. That, by such ulterior motives of the Defendant No. 2, the right and title of the Plaintiff over the Suit Land isclouded and thus the Plaintiff has to file this declaratory suit with consequential reliefs and for eviction of Defendant No. 1, his agents, men and employees from the Suit Land and recovery of possession of the Suit Land in favour of Plaintiff.

That, during the pendency of the present suit, the Defendant No. 2 be restrained from entering inside the Suit Land by an order of

temporary injunction in order to avoid bloodshed between the parties to the suit. The Plaintiff being a law abiding citizen and to avoid bloodshed have approached this Hon'ble Court for justice. If the Hon'ble Court is not pleased to pass as prayed for there shall certainly cause bloodshed between the parties.

VIII. That, the cause of action arose on 15.09.2022 when the Plaintiff visited the Suit Land and clean his building standing inside the Suit Land and on 16.09.2022 when Defendant No. 2 alongwith his men and agent forcibly entered inside the Suit Land and had claim to be the authorized agent of Defendant No. 1 and tried to take procession of the Suit Land illegally on purported claim of ownership of Defendant No. 1 over the Suit Land (Schedule-A) and the same is still continuing within the jurisdiction of this Hon'ble Court.

IX. That the Suit is valued at Rs. 5,000/- (Rupees five thousand) only for the purpose of jurisdiction and Court Fees and Ad-valorem Court Fees of Rs. 1262.25 (Rupees One thousand two hundred and sixty two and twenty five paise) in Court fees Stamps is paid herewith as per the Court Fee Act as extended in the State of Manipur.

X. That the Plaintiffs seek for the following reliefs :

- i. a decree declaring that the Plaintiff is the absolute owner of the Suit Land (Schedule-A) by virtue of registered Sale Deed dated 04.11.2015;
- ii. a decree of eviction of Defendant No. 1, their men, agents and employees from the Suit Land (Schedule-A);
- iii. a decree for recovery of possession of the Suit Land (Schedule-A) in favour of the Plaintiff;
- iv. a decree for perpetual injunction against the Defendants, their men, agents and employees from entering into the Suit Lands (Schedule-A);
- v. any other relief or reliefs as the Hon'ble Court deem fit and proper;
- vi. Costs of litigation.

3. After the filing and registration of the present suit, summons were served to both the Defendants and on 09/12/2022, Ld. Counsel for the Defendant No.2

entered appearance and filed P/A- Vakalatnama. Thereafter, despite affording opportunities to both the Defendants No. 1 and 2, they failed to appear before this Court and contest the suit. Accordingly, on 13/03/2023, the case was proceeded ex parte against both the Defendants. Thereafter, this Court had proceeded to frame points for determination on 30/03/2023. PWs were examined and then closed on 20/12/2023. It may be pertinent to state that even though the points for determination was already framed by this Court in the aforementioned date, the said sheet on which the points for determination was framed was found to be missing due to the inadvertence on the part of handling the case records and accordingly, this Court had to reframe the points for determination on 25/06/2024 in order to ensure effective compliance of the procedure and to avoid any injustice that may be caused to the parties in the future.

4. On the basis of the pleadings of the Ld. Counsel for the Plaintiffs and after hearing the party, learned predecessor presiding officer framed points for determination on 30/03/2023. However, it may be pertinent to state that even though the points for determination was already framed by this Court in the aforementioned date, the said sheet on which the points for determination was framed was found to be missing due to the inadvertence on the part of handling the case records and accordingly, this Court had to reframe the points for determination on 25/06/2024 in order to ensure effective compliance of the procedure and to avoid any injustice that may be caused to the parties in the future.

Points for determination framed by this Court are as follows:

POINTS FOR DETERMINATION

1. ***Whether the Plaintiff is the recorded owner and possessor of the "suit land" described as Schedule A by virtue of the sale deed executed between the Plaintiff and his wife on one hand and one Mayengbam Ongbi Leikham Devi vide registered sale deed dated 04/11/2015 or not?***
2. ***Whether the Plaintiff and Defendant No. 1 came to an oral agreement whereby the Plaintiff agreed to transfer the business of the packaged drinking water along with machinery installed in the suit land in favour***

the Defendant No.1 during the month of July 2019 and necessary papers for the transfer of the said packaged drinking water were executed by the Plaintiff in favour of the Defendant No. 1 or not?

3. *Whether the Defendant No.1 orally agreed to pay a sum of Rs.50, 000/- (Rupees Fifty Thousand only/-) per month as rent fee for the use of suit land and structures standing thereon for carrying out the said business of packaged drinking water by the Defendant No. 1 or not? And whether the Defendant No.1 have paid the rent fee to the Plaintiff since taking over of the business on the suit land or not?*
4. *Whether the Defendant No.2 and his men forcibly entered the suit land and had claimed to be the authorised agent of the Defendant No.1 and tried to take possession of the Suit Land -A illegally or not?*
5. *Whether there exist a cause of action or not?*
6. *Whether the suit is undervalued or not?*
7. *Whether the Plaintiff is entitled to the reliefs claimed or not?*

5. The plaintiff in support of his case has examined 3 (three) witnesses viz.,

- i. Shri Lairikyengbam Anantkumar Singh, the plaintiff as PW No. 1;
- ii. Smt. Lairikyengbam Rhea Devi, as PW No. 2 and
- iii. Shri Thangjam Tamyanganba as PW No. 3;

6. And produced and exhibited the following documents:

- | | |
|-----------------|---|
| Ext. A/1 | Statement of the P.W No. 1 by way of Affidavit |
| Ext. A/2 | is the certified copy of Sale Deed. |
| Mark X/1 | Photo copy of the "To whom it may concern" dated 20/08/2019. |
| Mark X/2 | Photo copy of the letter dated 04/09/2019 |
| Mark X/3 | Photocopy of the letter dated 24/10/2019 |
| Ext. A/3 | Certified copy of the janmabandi being patta No. 27,149 (O), 84/422 (N), covered by C.S Dag No. 372/554 having an area of 0.12546 Hectare of Village No. 18-Maiba Khul. |
| Ext. A/4 | Certified copy of the trace map. |
| Ext. A/5 | Statement of the P.W No.2 by way of Affidavit |
| Ext. A/6 | Statement of the P.W No.3 by way of Affidavit |

7. FINDINGS AND REASONS FOR DECISIONS THEREOF:

After hearing submission of the learned counsel appearing on behalf of the plaintiff and perusing all the relevant records including the documents so exhibited, the points for determination are hereby discussed and decided one after another as follows:

A. Whether the Plaintiff is the recorded owner and possessor of the "suit land" described as Schedule A by virtue of the sale deed executed between the Plaintiff and his wife on one hand and one Mayengbam Ongbi Leikham Devi vide registered sale deed dated 04/11/2015 or not?

With reference to the above issue, the following witnesses were examined and the following documents were exhibited as follows:

- i. The Plaintiff as P.W No.1 has deposed in his statement filed before this court in the form of affidavit that he is the absolute owner of the homestead land under Patta No. 84/422 (New) Corresponding to old Patta No.27, 149 covered by C.S Dag No. 372/554, measuring an area of 0.12546 hectare (0.31 acres) of Revenue Village No. 18-Maiba Khul, Imphal East District, Manipur. He further deposed that the homestead land under Patta No. 84 (New) corresponding to Old Patta No. 27,149 covered by C.S Dag No. 372, measuring an area of 0.25090 hectare (0.62 acres) of Revenue Village No. 18 Maiba Khul was purchased by him and his wife, P.W No.2 namely Smt. Lairikyengbam (O) Rhea Devi from one Mayengbam Ongbi Leikham Devi, w/o Late M.Ningthemton Singh of Maiba Khul Mamang Leikai, P.O Mantripukhri, P.S Heingang, Imphal East District, Manipur under a registered sale deed dated 04/11/2015 at a consideration prize of Rs. 13, 50, 660/- (-Rupees Thirteen Lakhs and Fifty Thousand and six Hundred Sixty Only). It is further deposed that the said sale deed dated 04/11/2015 was registered under Book No.1, Volume No. XV at page No. 323-325 being No. 2951 (V) of 2015 on 06/11/2015 of the Sub-registrar, Imphal East District, Manipur. It is further deposed by the P.W No. 1 that the present suit land of the plaintiff (Schedule A) is his share and half portion

which lies on the northern side of the aforesaid homestead land as per the said registered sale deed dated 04/11/2015. It is further deposed that after the purchase of the suit land (Schedule-A), his name was mutated in the relevant land records (Records of Rights) of the suit land (schedule-A) by cancelling the name of the Mayengbam Ongbi Leikham Devi.

- ii. P.W No 2 deposed in her statement that the Plaintiff/P.W No.1 is her husband and she also knows the Defendants of the present case. She deposed that the Plaintiff is the absolute owner of the homestead land under patta no. 84/422 (New) corresponding to old Patta No. 27, 149 covered by C.S Dag No. 372/554, measuring an area of 0.12546 hectare (0.31 acres) of Revenue Village No. 18- Maiba Khul, Imphal East District, Manipur. She further deposed that the aforementioned land was purchased by her and her husband/ Plaintiff/P.W No.1 from one Mayengbam Ongbi Leikham Devi, W/O (Late) M. Ningthemton Singh of Maiba Khul Mamang Leikai, P.O. Mantripukhri, P.S Heingang, Imphal East District, Manipur under a registered Sale Deed dated 04/11/2015 at a consideration prize of Rs. 13,50, 660/- (Rupees Thirteen Lakhs and Fifty Thousand Six Hundred and Sixty only/-). She further deposed that, the said registered sale deed dated 04/11/2015 was registered under Book No. 1, Volume No. XV at page No. 323-325 being No. 2951 (V) of 2015 on 06/11/2015 of the Sub Registrar, Imphal East District, Manipur. PW No. 2 further deposed that after the purchase of the suit land (schedule-A), her husband's name/ PW No. 1's name was mutated in the relevant land records (record of rights) of the suit land (schedule-A) by cancelling the name of Mayengbam Ongbi Leikham Devi.
- iii. P.W No. 3 deposed that the Plaintiff/P.W No.1 is the absolute owner of the homestead land under Patta No. 84/422 (New) corresponding to the Old Patta No. 27,149 covered by C.S Dag No. 372/554, measuring an area of 0.12546 hectare (0.31 acres) of Revenue Village No. 18- Maiba Khul, Imphal East District, Manipur. He further deposed that the homestead land under Patta No. 84(new) corresponding to Old Patta No. 27, 149 covered by C.S Dag No. 372 measuring an area of 0.25090 hectare (0.62 acres) of Revenue Village No. 18-Maiba Khul was purchased by the Plaintiff/P.W No.1 and his wife/P.W No. 2 from one

Mayengbam Ongbi Leikham Devi, w/o (L) M. Ningthemton Singh of Maiba Khul Mamang Leikai, P.O. Mantripukhri, P.S Heingang, Imphal East District, Manipur under a registered sale deed dated 04/11/2015.

In support of the above issue, the Plaintiff have exhibited the documents in support of their contentions being the certified copy of the sale deed which is exhibited as Ext. A/2 executed between the Plaintiff and his wife on one side as the “Vendees” and Smt. Mayengbam (O) Leikham Devi on the other hand at the “Vendor” in respect of the aforementioned “suit land” described as schedule-A in the suit. Further, a certified copy of the Jamabandi being Patta No. 27, 149 (O), 84/422 (N), covered by C.S Dag No. 372/ 554 having an area of 0.12546 Hectare of Village No. 18-Maiba Khul which is exhibited as Ext-A/3 is also placed before this court wherein the name of the Plaintiff Shri Lairikyengbam Anantkumar Singh is reflected in the said revenue records.

The Defendants were given opportunity to enter appearance and defend their case but despite the multiple opportunities afforded, they have not contested the case of the Plaintiff.

To understand whether registered Sale deed as well as the certified copies of documents produced by the Plaintiff be accepted as evidence, it is important to understand the various provisions of Indian Evidence Act, 1872 dealing with Documentary Evidence and the proof of it.

Chapter V starting from Section 61 of Indian Evidence Act, 1872 prescribed for Documentary Evidence. It states the contents of documents may be proved either by primary or by Secondary evidence. What type of document is primary or secondary is provided in Sections 62 and 63 of Indian Evidence Act, 1872. Sections 64 and 65 prescribed for proof of document by primary or secondary evidence.

Section 74 of Indian Evidence Act, 1872 provides for public documents;

74. Public documents.—The following documents are public documents:—

- (1) Documents forming the acts, or records of the acts—
 - (i) of the sovereign authority,
 - (ii) of official bodies and tribunals, and

(iii) of public officers, legislative, judicial and executive, 1[of any part of India or

of the Commonwealth], or of a foreign country; 1[of any part of India or of the Commonwealth], or of a foreign country;"

(2) Public records kept 2[in any State] of private documents.

Section 76 of Indian Evidence Act, 1872 provides for certified copies of public documents. The section is reproduced as below:

Every public officer having the custody of a public document, which any person has a right to inspect, shall give that person on demand a copy of it on payment of the legal fees therefore together with a certificate written at the foot of such copy that it is a true copy of such document or part thereof, as the case may be, and such certificate shall be dated and subscribed by such officers with his name and his official title, and shall be sealed whenever such officer is authorized by law to make use of a seal, and such copies so certified shall be called certified copies.

Explanation

Any officer who, by the ordinary course of official duty, is authorized to deliver such copies, shall be deemed to have the custody of such documents within the meaning of this section.

And what types of documents are public documents is provided under section 77 of Indian Evidence Act, 1872. The section states that:

77. Proof of documents by production of certified copies. —Such certified copies may be produced in proof of the contents of the public documents or parts of the public documents of which they purport to be copies.

And Section 79 of Indian Evidence Act, 1872 provides for presumption as to genuineness of certified copies. It states that the court shall presume to be genuine every document purporting to be certificate, certified copy, or other document, which is by law declared to be admissible as evidence of any particular fact and which purports to be duly certified by any officer of the Central government or of a state Government or by any officer in the state of Jammu and Kashmir who is duly authorized thereto by the central Government.

The Hon^{ble} Supreme Court in ***Jaswant Singh vs. Gurdev Singh and others, 2011(4) Civil Court Cases 0738*** has held that certified copy of a

public document is admissible in evidence without being proved by calling witness.

When a document is a public document, it is not required to be proved by examining any witness or executants of any document. Section 57(5) of the Registration Act, 1908 provides that all copies given under the said section shall be signed and sealed by the registering officer, and shall be admissible for the purpose of proving the contents of the original documents. Registered sale deed contains an endorsement as well as a certificate of registration which is issued in terms of Section 60 of the Registration Act, 1908. Section 60(2) of the

Registration Act provides that all such certificates shall be signed, sealed and dated by the registering officer, and shall then be admissible for the purpose of proving that the document has been duly registered in manner provided by the Registration Act and the facts mentioned in endorsement are admissible.

In the present case, the sale deed dated 4th November 2015, being No. 2951 (V) has been proved and exhibited on record as Ext.-A/2 and the same is substantiated by the PWs and the same is not rebutted by the Defendants. And having understood that the said Sale Deed is a registered document, it can be concluded that the plaintiff had purchased the suit land and as such the issue no. 1 is answered in affirmative and the same is passed in favour of the plaintiff and against the defendants. Accordingly, from perusal of the pleadings of the plaintiff as well as the documents Exhibited by him, it is clear that the Plaintiff is the recorded owner and possessor of the "suit land" described as Schedule A by virtue of the sale deed executed between the Plaintiff and his wife on one hand and one Mayengbam Ongbi Leikham Devi vide registered sale deed dated 04/11/2015. Hence, the issue No.1 is decided in favour of the Plaintiff.

B. Whether the Plaintiff and Defendant No. 1 came to an oral agreement whereby the Plaintiff agreed to transfer the business of the packaged drinking water along with machinery installed in the suit land in favour of the Defendant No.1 during the month of July 2019 and necessary

papers for the transfer of the said packaged drinking water were executed by the Plaintiff in favour of the Defendant No. 1 or not?

In the para No. 4 & 5 of his pleadings, the Plaintiff have stated that he is the proprietor of M/s Lairikyengbam Enterprises and the business of said packaged drinking water and was run by himself through M/s Lairikyengbam Enterprises and the Plaintiff continued the said business till the month of 2019. Further, he have stated that under an oral agreement between the Plaintiff and Defendant No.1, the Plaintiff transferred the aforesaid business of packaged drinking water alongwith machinery installed in the suit land in favour of the Defendant No. 1 during the month of July 2019 and necessary papers for the transfer of the said packaged drinking water was executed by the Plaintiff in favour of the Defendant No.1.

PW No. 1 have deposed in his examination in chief that under an oral agreement between him and the Defendant No.1, he transferred the aforesaid business of packaged drinking water alongwith machinery installed in the suit land in favour of the Defendant No. 1 during the month of July 2019 and necessary papers for transfer of the said packaged drinking water were executed by him in favour of Defendant No. 1. P.W No. 1 have further deposed that it was further orally agreed by and between him and Defendant No.1 that the Defendant No. 1 shall pay a sum of Rs. 50,000/- (Rupees Fifty Thousand) only per month as rent fee for the use of suit land and structure standing thereon for carrying out the said business of packaged drinking water by the Defendant No.1.

P.W No.2 have also deposed that under an oral agreement between her husband and Defendant No.1, her husband transferred the aforesaid business of packaged drinking water along with machinery installed in the suit land in favour of the Defendant No. 1 during the month of July 2019 and necessary papers for transfer of the said packaged drinking water were executed by her husband in favour of Defendant No.1. P.W No.2 further deposed that it was further orally agreed by and between her husband and Defendant No. 1 that the Defendant No. 1 shall pay a sum of Rs. 50,000/- (Rupees Fifty Thousand) only per month as rent fee for the use of suit land and structure standing thereon for carrying out the said business of packaged drinking water by the Defendant No.1.

P.W No.3 deposed that the Plaintiff/P.W No. 1 told him that under an oral agreement between the Plaintiff and Defendant No.1, the Plaintiff transferred the aforesaid business of packaged drinking water along with machinery installed in the land of the plaintiff in favour of the Defendant No.1 during the month of July, 2019 and necessary papers for the transfer of the said packaged drinking water were executed by the Plaintiff in favour of the Defendant No.1. P.W No. 3 further deposed that it was further orally agreed by and between the Plaintiff and Defendant No. 1 that the Defendant No. 1 shall pay a sum of Rs. 50,000/- (Rupees Fifty Thousand) only per month as rent fee for the use of land of Plaintiff and structure standing thereon for carrying out the said business of packaged drinking water by the Defendant No. 1.

In support of the above contention, the Plaintiff have produced the following documents marked as

- i. X/1 which is the document being the no objection on changing the license for manufacturing of the packaged drinking water bearing B.I.S License No. CM/L- 5400043086 and FSSAI License No. 11617008000064 to Lamjinba Management Service Pvt. Ltd., Nagamapal RIMS Road, Imphal West- 795001, Manipur.
- ii. X/2 which is the document being the letter regarding the change of ownership of packaged drinking water plant at Maibakhul Mamang Leikai, Imphal East addressed to the Designated Officer, Food Safety Wing, Imphal East, Govt. of Manipur by the Plaintiff namely, L. Anantakumar Singh, Proprietor, M/s Lairikyengbam Enterprises.
- iii. X/3 which is the document being the transfer of ownership for manufacturing of mineral water addressed to the Director, Trade Commerce and Industry, Lamphelpat, Imphal, Manipur from the Plaintiff, namely L. Anantakumar Singh, Proprietor M/s Lairikyengbam Enterprises, Maibakhul Mamang Leikai, P.O Mantripukhri, P.S Heingang, Imphal East- 795002, Manipur.

Documents exhibited above in c/w the present issue are not admissible in evidence as they are mere photocopies of the original documents. The burden of proof lies on the principal defendants. However, the principal defendants

have not entered appearance and contested to prove that the Plaintiff and Defendant No.1 have never orally agreed whereby the Plaintiff agreed to transfer the business of the packaged drinking water along with machinery installed in the suit land in favour of the Defendant No.1 during the month of July 2019 and the necessary papers for the transfer of the said packaged drinking water were executed by the Plaintiff in favour of the Defendant No.1.

Thus, the issue is decided accordingly, in favour of the Plaintiff.

C. Whether the Defendant No.1 orally agreed to pay a sum of Rs.50, 000/- (Rupees Fifty Thousand only/-) per month as rent fee for the use of suit land and structures standing thereon for carrying out the said business of packaged drinking water by the Defendant No. 1 or not? And whether the Defendant No.1 have paid the rent fee to the Plaintiff since taking over of the business on the suit land or not?

It is pleaded in paragraph No. 5 of the Plaint that it was orally agreed by and between the Plaintiff and Defendant No. 1 that the Defendant No. 1 shall pay a sum of Rs. 50,000/- (Rupees Fifty Thousand) only per month as rent fee for the use of the suit land and structure standing thereon for carrying out the said business of packaged drinking water by the Defendant No.1. It is further pleaded in paragraph No. 6 of the plaint that since the day the Defendant No. 1 overtake the aforesaid business of packaged drinking water from the Plaintiff, the Defendant No. 1 have not paid the monthly rent fee as agreed upon. It is further pleaded that on many occasions the Plaintiff had demanded the monthly rent fees from the Defendant No. 1 through his employee as the Defendant No.1 remained hidden due to huge pressure and threat from his investors. It is also stated that the Defendant No. 1 to the reason best known to him had stopped the business of packaged drinking water from the month of November 2019.

P.W No. 1 have deposed that it was orally agreed by and between him and Defendant No.1 that the Defendant No. 1 shall pay a sum of Rs. 50, 000/- Rupees Fifty Thousand only per month as rent fee for the use of suit land and structure standing thereon for carrying out the said business of packaged

drinking water by the Defendant No.1. P.W No.1 have further deposed that since the day the Defendant No. 1 overtake the aforesaid business of packaged drinking water from the Plaintiff, the Defendant No. 1 have not paid the monthly rent fee as agreed upon. PW No.1 further deposed that on many occasions the Plaintiff had demanded the monthly rent fees from the Defendant No. 1 through his employee as the Defendant No.1 remained hidden due to huge pressure and threat from his investors. It is also stated that the Defendant No. 1 to the reason best known to him had stopped the business of packaged drinking water from the month of November 2019.

P.W No.2 have deposed that it was orally agreed by and between her husband and Defendant No. 1 that the Defendant No.1 shall pay a sum of Rs. 50,000/- (Rupees Fifty Thousand) only per month as rent fee for the use of suit land and structure standing thereon for carrying out the said business of packaged drinking water by the Defendant No.1. P.W No. 2 further deposed that since the day Defendant No.1 overtake the aforesaid business of packaged drinking water from her husband, the Defendant No. 1 have not paid the monthly rent fee as agreed upon. That on many occasions her husband demanded the monthly rent fees from the Defendant No.1 through his employee as the Defendant No. 1 remained hidden due to huge pressure and threat from his investors. That the Defendant No. 1 to the reason best known to him had stop the business of packaged drinking water from the month of November, 2019.

P.W No.3 also deposed that the Plaintiff told him that it was orally agreed by and between Plaintiff and Defendant No. 1 that the Defendant No.1 shall pay a sum of Rs. 50,000/- (Rupees Fifty Thousand) only per month as rent fee for the use of suit land and structure standing thereon for carrying out the said business of packaged drinking water by the Defendant No.1. P.W No. 3 further deposed that the Plaintiff told him that since the day Defendant No.1 overtake the aforesaid business of packaged drinking water from Plaintiff, the Defendant No. 1 have not paid the monthly rent fee as agreed upon. That the Defendant No. 1 to the reason best known to him had stop the business of packaged drinking water from the month of November, 2019.

Before proceeding with determination of the present issue, it may be pertinent to examine whether the oral agreement between the Plaintiff and Defendant

No.1 is to pay a sum of Rs. 50, 000/- as rent fee for the use of suit land and structures standing thereon for carrying out the said business of packaged drinking water by the Defendant No.1 is legally allowed or not?

For consideration of the present issue, it is pertinent to state the relevant provision of section 107 of the Transfer of Property Act, 1882.

Transfer of Property Act, 1882

"107. Leases how made: A lease of immovable property from year to year, or for any term exceeding one year, or reserving a yearly rent, can be made only by a registered instrument.

[All other leases of immovable property may be made either by a registered instrument or by oral agreement accompanied by delivery of possession.]

"[Where a lease of immovable property is made by a registered instrument, such instrument or, where there are more instruments than one, each such instrument shall be executed by both the lessor and the lessee:]

Provided that the State Government may from time to time, by notification in the Official Gazette, direct that leases of immovable property, other than leases from year to year, or for any term exceeding one year, or reserving a yearly rent, or any class of such leases, may be made by unregistered instrument or by oral agreement without delivery of possession.]"

In the present facts and circumstances of the case, the case was never contested by the Defendants and the case has been proceeded ex parte against the Defendant. At the very outset, there is no denial of the Plaintiff's title over the schedule property nor have the defendants disputed and denied the existence of any such oral agreement between the Plaintiff and the Defendant No. 1. As stated above in the aforementioned issues discussed before, the Plaintiff himself have deposed as P.W No.1 and have produced documents in support of his contentions.

Further, the aforementioned provision clearly states that even in the absence of any registered or written lease agreement, a lease can be created even by an oral agreement accompanied by delivery of possession. Thus there is no bar under the Act to enter into any oral lease agreement. Therefore the fact that the law permits the parties to enter into an oral lease agreement cannot be disputed. The first part of Section 107 contemplates that a lease of immoveable property from year to year or for any term exceeding one year reserving an yearly rent can be made only through a registered instrument.

Thus what is required to attract this provision is that where a lease is for an yearly rent it must be necessarily be through a registered instrument. However the second part of the provision permits the parties to enter into oral agreement with respect to all other leases. The case of P.W.1 squarely falls under the second part of Section 107 since it is his case that the lease between him and D.W.1 was oral and it is also not in dispute that the possession of the schedule premises has already been delivered to Defendant No.1 subsequent to the said oral lease agreement.

Under such circumstances, this court is satisfied that the Defendant No.1 orally agreed to pay a sum of Rs. 50,000/- (Rupees Fifty Thousand only/-) per month as rent fee for the use of the suit land and structures standing thereon for carrying out the said business of packaged drinking water by the Defendant No.1.

From the depositions of the PW No.1 and PW No.2, this court have come to the conclusion that the Defendant No.1 have failed to pay the rent fee to the Plaintiff since taking over the business on the suit land.

Furthermore, in this regard, the Defendants have never entered appearance nor led any evidences to contest the claims of the Plaintiff.

Accordingly, the issue is decided in favour of the Plaintiff.

D. Whether the Defendant No.2 and his men forcibly entered the suit land and had claimed to be the authorised agent of the Defendant No.1 and tried to take possession of the Suit Land -A illegally or not?

It is pleaded in the pleadings of the Plaintiff at paragraph No. 7 that the Plaintiff on 15/09/2022 went to the suit land and clean the building standing inside the suit land and on the next day, the Defendant No. 2 along with his men and agent forcibly entered inside the suit land and had claimed to be the authorised agent of Defendant No.1 and tried to take possession of the suit land illegally on purported claim of ownership of Defendant No. 1 and the suit land-A. It is pleaded that the Plaintiff learned about the said facts from the locality of Maiba Khul.

P.W No.1 have deposed that he along with his wife and his brother in law on 15/09/2022 went to the suit land and clean the building standing inside the suit land and on the next day, the Defendant No. 2 along with his men and agent forcibly entered inside the suit land and had claim to be the authorised agent pf Defendant No.1 and tried to take possession of the suit land illegally on purported claim of ownership of Defendant No. 1 over the suit land (Schedule-A). He further deposed that he learned about the said facts from the locality of the Maiba Khul.

P.W No, 2 have deposed that she along with her husband, P.W No.1 and her brother on 15/09/2022 went to the suit land and clean the building standing inside the suit land and on the next day, the Defendant No. 2 along with his men and agent forcibly entered inside the suit land and had claim to be the authorised agent of Defendant No. 1 and tried to take possession of the suit land illegally on purported claim of ownership of Defendant No.1 over the suit land schedule-A and her husband learnt about the said facts from the locality of Maiba Khul.

P.W No. 3 also deposed that he along with the Plaintiff/P.W No.1 and his sister, P.W No.2 on 15/09/2022 went to the land of the plaintiff and clean the building standing inside the land of the Plaintiff. He further deposed that after two days, the Plaintiff told him that on 16/09/2022, the Defendant No. 2 alongwith his men and agent forcibly entered inside the land of the plaintiff and had claim to be the authorised agent of Defendant No. 1 and tried to take

possession of the land of plaintiff illegally on purported claim of ownership of Defendant No. 1 over the land of the Plaintiff.

The Defendants have not proved that contentions put forth by the Plaintiff are false and frivolous nor any evidences are led in this regard. In the absence of any evidences put forth by the Defendant against the contentions of the Plaintiff, this Court is satisfied that the Defendant No.2 and his men forcibly entered the suit land and had claimed to be the authorised agent of the Defendant No, 1 and tried to take possession of the suit land-A illegally. Hence, the present issue is decided in favour of the Plaintiff accordingly.

E. Whether there exist a cause of action or not?

As seen in the previous issues, which have been decided in favour of the Plaintiff, and as is also pleaded in the pleadings of the Plaintiff that the Defendant No. 2 along with his men and agent forcibly entered inside the suit land and had claimed to be the authorised agent of Defendant No.1 and tried to take possession of the suit land illegally on purported claim of ownership of Defendant No. 1 over the suit land-A.

Hence, there is cause of action against the Defendants.

F. Whether the suit is undervalued or not?

The present issue is also decided in the negative. This Court is satisfied that the suit is valued at Rs.5,000/- (Rupees Five Thousand Only) for the purpose of jurisdiction and Court Fees and Ad Valorem Court Fees of Rs. 1262.25 in court fees stamps is paid as per the court fee act as extended in the State of Manipur.

G. Whether the Plaintiff is entitled to the reliefs claimed or not?

In the light of the above discussion, relevant provisions of law and the findings and decisions in the foregoing issues, this Court have come to the conclusion that the Plaintiff is entitled to the reliefs claimed in the present suit and other reliefs prayed.

In the premises, it is hereby declared that:

- i. That, the Plaintiff is the absolute owner of the suit land (Schedule-A) by virtue of registered sale deed dated 04/11/2015;
- ii. That, the Defendant No.1, their men, agents and employees be evicted from the suit land being "Schedule-A";
- iii. That, the Plaintiff be allowed to recover the possession of the suit land "Schedule-A";
- iv. That, the Defendants, their men, agents and employees are perpetually enjoined from entering the suit land being "Schedule-A"

No order as to costs.

The present is disposed accordingly.

B.C shall prepare a decree accordingly.

The Judgement and Order is signed, sealed and pronounced in open Court on 31st July 2024.

Sarungbam Mangaleibi
Civil Judge (Junior) Division,
Imphal East, Manipur