

Spl.C.S 33/2022.
Kashiram Vs. Hansraj
Exh.No. 123 Contd.

Resumed

Further examination in Chief on oath of Hansraj Amarsingh Salam by the learned Advocate M.C.Khangare appearing for defendant :

19. I have filed my affidavit of examination-in-chief. The contents of my affidavit are read over and explained to me in vernacular, contents therein are true and correct. It bears my signature.

20. In support of my contention I have filed following documents

i) Notice issued by the office of District Collector (Soil Conservation) as **Exh.No.131**.

ii) Office copy of the application dated 21.10.2015 filed by me before the Tahasildar, Saoner. Contents therein are true. It is marked as **Exh.No.132**.

iii) The order of Deputy Collector, Nagpur dated 12.02.2015 & 10.12.2013 are marked as **Exh.133 & 134** respectively.

iv) The report of SDO, Saoner submit the report dated 10.10.2013 to Collector, Nagpur. It is marked as **Exh.No.135**.

v) The notes of office of District Collector, Nagpur dated 02.12.2013. It is marked as **Exh.No.136**.

vi) The copy of the application filed by the plaintiff to the Collector, Nagpur. It is marked as **Exh.No.137**.

vii) The application dated 20.07.2015 was filed by me with the Tahasildar, Saoner. The copy of the same is at marked as **Exh.No.138**.

viii) I have filed the copy of the application by which prayed to stop the proceeding initiated by my application is marked as **Exh.No.139**.

ix) Seven Index Copies issued by the Sub-Registrar Office, Saoner. They are marked as **Exh.No.140 to 146**.

Examination in chief is completed.

Cross examination by Adv. Shri S.M. Pande for the plaintiff is deferred.

Place : Saoner.

Date : 11.10.2024

R. O. A. C.

Before me,

sd/-

(S. A. Sardar)

Civil Judge Senior Division, Saoner

Tahsil Saoner, District Nagpur

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Cross examination of Hansraj by Adv. Shri S.M. Pande for the plaintiff on oath.

21. It is true to say that, Bayabai Govinda Masram is my grandmother (Nani). It is true to say that, after the death of Bayabai the suit property came on the name of my mother Chandrabhaga. It is true to say that, after the death of my mother Chandrabhaga, my father, myself and my sister became the owner of suit property. It is true to say that, myself and the plaintiff are from the same community, but he is not my relative.

22. At the time of preparing my affidavit of examination-in-chief and written statement, I have told to my advocate that plaintiff is my relative. It is true to say that, plaintiff is of village Pareghat (M.P.). It is true to say that, there is his agricultural land. It is true to say that, he is serving in WCL and residing at Khaparkheda.

Que. Plaintiff came to your house to negotiate the agreement to sale of the suit property in the month of June 2010 ?

Ans. I do not recollect, but he used to visit our house frequently.

23. It is true to say that, we have two fields bearing No. 165 and 184, admeasuring 1.90 H.R. and 0.66 H.R respectively. It is true to say that, both these our fields are Class-II land. It is true to say that, in year 2009 we applied for conversion of land from

Class-II to Class-I. It is true to say that, Sub-Divisional Saoner converted our land into Class-I on 30.04.2010. It is not true to say that, on 19.07.2010 we execute the agreement to sale of field Survey No. 184, admeasuring 0.66 H.R. in favour of the plaintiff in presence of two witnesses. It is true to say that, the agreement to sale bears our photographs, photographs of plaintiff and witnesses. I have no any enemical terms with witnesses Pandurang Selare, Anandiprasad Tiwari and Adv. D.G. Kedar.

Que On 19.07.2010 you, your father and sister Rekhabai agreed to sale the field Survey No. 165 admeasuring 1.90 H.R. out of that 0.81 H.R. land to the plaintiff ?

Ans. Witness is not answering.

24. It is true to say that, the agreement to sale bears our photographs and signatures. I am unable to read whether the signature of witnesses and Adv. Kedar were on the agreement to sale or not. It is not true to say that, we have received Rs. 1,50,000/- and Rs. 2,00,000/- in part performance of contract of field Survey No. 184 & 165 respectively till execution of the agreement to sale. It is not true to say that, on 19.07.2010 plaintiff has paid Rs. 50,000/- each towards the earnest amount of two fields on the day of execution of agreement to sale. It is true to say that, I have not issued any notice to the plaintiff and witnesses, so also I have not lodged report against the plaintiff and witnesses to the police station alleging that they have prepared a false document against me. It is not true to say that, I myself, my father and sister have executed agreement to sale of both the field Survey

No. 165 and 184 by accepting part consideration amount on 19.07.2010.

25. It is true to say that, I belongs to Gond (गोंड) which came under the Schedule Tribe, therefore, there is a ban to sell out the property of the person of the S.T. community to other person.

Que. On the day of execution of agreement to sale, plaintiff is kept in possession of the suit property by you ?

Ans. We are not handed over the possession but he is in possession by way of Theka (ठेका).

26. It is true to say that to transfer the property of the S.T community person there is need to obtain the permission from the Collector. It is true to say that, my father and my sister appointed me as their power of attorney on 10.12.2010. It is true to say that, plaintiff had given no objection to appoint me as the power of attorney of my father and sister in the form of consent letter.

Que. On the same day with the help of the Adv. Kedar you all have registered the power of attorney in the office of Sub-Registrar, Saoner ?

Ans. Witness is not replying.

27. It is not true to say that, on 18.08.2010 myself, my father and sister have applied to District Collector, Nagpur for permission to sell out the suit property. It is not true to say that, on the same day as per the direction of the concerned authority, we were applied the second application along with the signature as a

vendee to the District Collector, Nagpur. It is true to say that, I have no cross terms with the Collector, SDO, Tahasildar. I have not any report against these authorities with the police station.

Resumed

Cross examination of Hansraj by Adv. Shri S.M. Pande for the plaintiff on oath., prior to grant the permission, Collector used to send the case to the SDO.

The Court time is over, hence remaining cross examination is deferred.

R. O. A. C.
Before me,

Place : Saoner.

Date : 19.11.2024

(S. A. Sardar)
Civil Judge Senior Division, Saoner
Tahsil Saoner, District Nagpur

Spl.C.S 33/2022.
Kashiram Vs. Hansraj
Exh.No. 123 Contd.

10.01.2025

Resumed

Cross examination of Hansraj Amarsingh Salam by Adv. Shri S.M. Pande for the plaintiff on oath.

28. It is not true to say that on her application the matter was sent to SDO Sanoer on dated 23.12.2010 for permission to sell the suit property. We have not received the notice from the Tahsildar. It is not true to say that my statement was recorded by the Tahsildar in this proceeding. It is not true to say that on 08.04.2013 I had filed written-statement before the Tahsildar in which I have stated that to sold out the suit property to the plaintiff permission may be granted. It is true to say that my father and my sisters have given registered power of attorney to me. I do not recollect whether that power of attorney bears the signature of plaintiff or not. I do not know whether the Tahsildar, Saoner has given the positive proposal to the SDO, Saoner to convert the land and the same was referred by the SDO, Saoner to District Collector Nagpur. It is true to say that Collector has found some deficiencies in the proposal sent by the SDO, Saoner. It is not true to say that on 17.08.2014 SDO had resend proposal by removing the deficiencies from the proposal. I do not know whether the Collector has permitted me to sell the suit property to defendant on 20.06.2015. It is true to say that against the permission granted by the collector I had preferred an appeal before the District Collector Nagpur against the order passed by the Deputy Collector, Nagpur. It is true to say that on 31.12.2016 District Collector, Nagpur has dismissed the appeal. It is true to say that against that

order I had not prepared a second appeal in any other Court. It is true to say that on the field Sr. No. 165 and 184 loan was obtained. It is true to say that as per the order of the District Collector plaintiff has repay the loan amount.

29. It is not true to say that I had executed agreement to sale in favour of the plaintiff for consideration of Rs. 6,60,000/-. I do not know whether the Collector has ordered to the plaintiff to pay consideration amount of Rs. 16,42,725/- to me, a there was delay of five years. It is not true to say that thereafter the plaintiff has repaid the loan amount and send a message to me to collect the remaining consideration amount. It is not true to say that as we had not taken the remaining consideration amount therefore on the application of plaintiff Tahsildar, Saoner issued notice to us. It is not true to say that as we have not collected the revenue consideration amount therefore as per the order of the Tahsildar Saoner he had deposited Rs. 7,00,000/- in the State Bank of India, Branch- Khaperkheda. I have not lodged the report with the police station against the plaintiff as he has acted without obtaining our signature and thumb impression over the applications before Tahsildar, SDO and Collector. I have not referred the signature and thumb impression of my father and my sister to handwriting expert. It is true to say that all these applications bears our signature on the record. It is true to say that on the agreement to sale dated 19.07.2010 Exh.31 and 32 bears our signature. I do not know whether my land was converted form occupancy Class II to Class-I in the month of April 2010 or not.

30. It is true to say that we had received the notice dated

24.08.2015 from the advocate of the plaintiff. It is not true to say that I have also received the notice dated 23.11.2015 from the plaintiff through his advocate. Now acknowledgment Exh. 67 shown to me it bears my signature. Ashwini is daughter of Rekha. It is true to say that Ashwini has accepted notice through Rekha, acknowledgment Exh. 68 bears the signature of Ashwini. It is true to say that It was intimated through the notice to remain present before the Sub-Registrar, Saoner on 04.12.02015, but we were not present. It it true to say that all the document regarding the suit property was with the plaintiff for purchase. I do not know whether plaintiff was present along with a balance consideration amount at the office of Sub-Register Saoner on 04.12.2015 or not. It is not true to say that by remaining absent on that day we have bridge the condition of agreement to sale. It is not true to say that we had tried to create third party interest over the suit property. It is not true to say that the index copy Exh. 140 to 146 has no relation with costs of the suit property. It is true to say that I have not applied to the revenue authority for conversion of land from agriculture to non-agriculture. It is not true to say that I have filed the false affidavit and deposing false against the plaintiff.

Cross-examination completed.

No re-examination.

Place : Saoner.

Date : 10.01.2025

R. O. A. C.

Before me,

Sd/-

(S. A. Sardar)

Civil Judge Senior Division, Saoner
Tahsil Saoner, District Nagpur