

THE GAUHATI HIGH COURT AT GUWAHATI
(THE HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Main Written Examination for Direct Recruitment to Grade-I of Assam Judicial Service, 2021.

Total Marks: 100

Duration: 3 hours

Date: 26.02.2022 (Saturday)

Time: 9 am to 12 noon

(PAPER-I)

1. Write an essay [**Any one**]

[1 X 20 = 20 marks]

- (a) Definition, Advantages and disadvantages of Crypto-currency and the steps taken by the Government of India with regard to Crypto-currency.
- (b) Money Laundering, activities where proceeds from such crime are used and the legislative framework in India to prevent it.
- (c) Today Indian needs harmony in diversity, not unity in diversity.

2. Read the following passage and write a précis : -

[1 X 15 = 15 marks]

Since we are inquiring into the causes of seditions and revolutions in governments, we must begin entirely with the first principles from whence they arise. Now these, so to speak, are nearly three in number; which we must first distinguish in general from each other, and endeavour to show in what situation people are who begin a sedition; and for what causes; and thirdly, what are the beginnings of political troubles and mutual quarrels with each other. Now that cause which of all others most universally inclines men to desire to bring about a change in government is that which I have already mentioned; for those who aim at equality will be ever ready for sedition, if they see those whom they esteem their equals possess more than they do, as well as those also who are not content with equality but aim at superiority, if they think that while they deserve more than, they have only equal with, or less than, their inferiors. Now, what they aim at may be either just or unjust; just, when those who are inferior are seditious, that they may be equal; unjust, when those who are equal are so, that they may be superior. These, then, are the situations in which men will be seditious: the causes for which they will be so are profit and honour; and their contrary: for, to avoid dishonour or loss of fortune by mulcts, either on their own account or their friends, they will raise a commotion in the state. The original causes which dispose men to the things which I have mentioned are, taken in one manner, seven in number, in another they are more; two of which are the same with those that have been already mentioned: but influencing in a different manner; for profit and honour sharpen men against each other; not to get the possession of them for themselves (which was what I just now supposed), but when they see others, some justly, others unjustly, engrossing them. The other causes are haughtiness, fear, eminence, contempt, disproportionate increase in some part of the state. There are also other things which in a different manner will occasion revolutions in governments; as election intrigues, neglect, want of numbers, a too great dissimilarity of circumstances.

3. Write [**within 100 words**] on any four of the following landmark cases decided by the Hon'ble Supreme Court of India with regard the challenge made or the issue involved and the decision rendered.

[4 X 5 = 20 marks]

- (a) Maneka Gandhi vs. Union of India and another, decided by a seven-Judges bench on 25.01.1978
- (b) Vishaka and others vs. State of Rajasthan and others, decided by a three-Judges Bench on 13.08.1997.
- (c) Shreya Singhal vs. Union of India, decided by a two-Judges Bench on 24.03.2015.
- (d) Shayara Bano vs. Union of India and others, decided by a five-Judges Bench on 22.08.2017.
- (e) Navtej Singh Johar and others vs. Union of India, decided by a five-Judges Bench on 06.09.2018
- (f) Joseph Shine vs. Union of India, decided by a five-Judges Bench on 27.09.2018.

4. Write short notes on **any three** of the following topics.

[3 X 5 = 15 marks]

- (a) Participation of women from the North Eastern States of India in the recent 2020 Summer Olympics.
- (b) Introduction of Vistadome train(s) in Assam and its potential to boost tourism.
- (c) Necessity for fixing minimum age of marriage and raising legal age of marriage for women.
- (d) Measures taken in India for maintenance and welfare of parents and senior citizens.
- (e) Advantages and disadvantages of Online classes.

Q. Choose the most appropriate one word substitute out of the choices given below :

[1 X 5 = 5 marks]

5. One who habitually talks in sleep.

- (a) Somnambulist
- (b) Insomnist
- (c) Somniloquist
- (d) Blabberer

6. One who travels from place to place.

- (a) Tramp
- (b) Mendicant
- (c) Itinerant
- (d) Jouneyman

7. To make atonement to one's sins.

- (a) Renounce
- (b) Expiate
- (c) Remonstrate
- (d) Recant

8. The custom or practice of having more than one husband at same time.

- (a) Polygyny
- (b) Polyphony
- (c) Polyandry
- (d) Polychromy

9. A person who pretends to have more knowledge or skill than he really has.

- (a) Apotheosis
- (b) Crook
- (c) Charlatan
- (d) Renegade

Q. Choose the correct one out of the four choices given

[1 X 15 = 15 marks]

10. 'Aquamation' is related to _____.

- (a) Cultivation of sea animals
- (b) Sewage Water Treatment
- (c) Water Cremation
- (d) Bio-Toilets

11. The new COVID strain named 'Deltacron' was identified originally in which country?
- (a) South Africa (b) USA
(c) Cyprus (d) Italy
12. Which Indian city has been declared as the first 'water plus' city of India?
- (a) Kolkata (b) Bengaluru
(c) Indore (d) Hyderabad
13. Which animal has recently resurfaced in India, in Mizoram's Pualreng sanctuary, after a gap of 108 years?
- (a) Snow Leopard (b) Hyena
(c) Yamuna Dolphin (d) Doria's foam-nesting treefrog
14. Among the following which one lays eggs and does not produce young ones directly?
- (a) Echidna (b) Kangaroo
(c) Porcupine (d) Whale
15. Which National Park has become the first national park in India to be equipped with satellite phones?
- (a) Jim Corbett National Park (b) Bandhavgarh National Park
(c) Kaziranga National Park (d) Sundarban National Park
16. Among the following which is not an Ape?
- (a) Gibbon (b) Gorilla
(c) Langoor (d) Orang-Utan
17. Fly ash is environment pollutant produced by -
- (a) Thermal power plant (b) Oil Refinery
(c) Hydro-electric power plant (d) Fertilizer plant
18. The following is not a measure of Human Development Index?
- (a) Life expectancy (b) Sex ratio
(c) Literacy rate (d) Standard of living
19. Wi-Max is related to :
- (a) Bio Technology (b) Space Technology
(c) Missile Technology (d) Communication Technology
20. How much is one barrel of oil approximately equal to :
- (a) 141 Litres (b) 159 Litres
(c) 265 Litres (d) 313 Litres

21. A group of 4 bits is known as a/an :
- (a) byte (b) nibble
(c) quartet (d) octet
22. The Pollution Standard Index [PSI] scale has span from :
- (a) 0 - 200 (b) 0 - 300
(c) 0 - 400 (d) 0 - 500
23. Which is called as 'Blue Planet' of Solar system ?
- (a) Saturn (b) Jupiter
(c) Mars (d) Earth
24. Who was the first British Governor-General of India ?
- (a) Lord Cornwallis (b) Warren Hastings
(c) Lord Amherst (d) Lord William Bentick

Q. Chose the most appropriate legal maxim from the four choices given.

[1X3 = 3 marks]

25. *Auterfois convict* means :
- (a) No person can be punished twice for the same offence.
(b) One who repeats the same offence can be punished twice.
(c) Neither (a) nor (b)
(d) Automatically convict on the basis of presumption of law.
26. What do you mean by the term, *ad Litem*?
- (a) Tax litigation (b) Party in a dispute
(c) For the suit (d) Money agreement
27. *Actio personalis moritur cum persona* means :
- (a) Personal care of citizens.
(b) An action directed towards a criminal for reformation.
(c) A personal right of action dies with the person.
(d) An action is not given to him who is not injured.

Q. In each question below is given a statement followed by two assumptions numbered I and II. You have to consider the statement and the following assumptions and decide which of the assumptions is implicit in the statement. **[1X3 = 3 marks]**

28. Statement : It is desirable to put the child in school at the age of 5 or so.
Assumptions :
Assumption I : At that age the child reaches appropriate level of development and is ready to learn.

Assumption II : The schools do not admit children after six years of age.

- (a) Only Assumption I is implicit (b) Only Assumption II is implicit
(c) Either Assumption I or Assumption II is implicit (d) Both Assumption I and Assumption II are implicit

29. Statement : The State government has decided to appoint four thousand primary school teachers during the next financial year.

Assumptions :

Assumption I : There are enough schools in the state to accommodate four thousand additional primary school teachers.

Assumption II : The eligible candidates may not be interested to apply as the government may not finally appoint such a large number of primary school teachers.

- (a) Only Assumption I is implicit (b) Only Assumption II is implicit
(c) Either Assumption I or Assumption II is implicit (d) Neither I nor II is implicit

30. Statement : A warning in a train compartment - "To stop train, pull chain. Penalty for improper use Rs. 500."

Assumptions :

Assumption I : Some people misuse the alarm chain.

Assumption II : On certain occasions, people may want to stop a running train.

- (a) Only Assumption I is implicit (b) Only Assumption II is implicit
(c) Both I and II are implicit (d) Neither I nor II is implicit

Q. Chose the correct answer from the four choices given.

[1X4 = 4 marks]

31. Pointing to the man in the photograph, Shyam said, "His son's father is my father." How is Shyam related to the man?

- (a) Brother (b) Father
(c) Grandson (d) Son

32. Rakesh is 6 ranks ahead of Tanvir in a class of 42 students. If Tanvir's rank is eighteenth from the last, then what is Rakesh's rank from the start?

- (a) 14th (b) 15th
(c) 19th (d) 17th

33. The ratio of present ages of Suresh and Dipta are 5 : 1 respectively. After how many years the ratio of the ages of Suresh and Dipta will become 3 : 1 if the present age of Dipta is 7 years ?

- (a) 21 years (b) 10 years
(c) 7 years (d) 14 years

34. Five persons A, B, C, D and E are sitting in a row. Who sits in the middle-

- If
1. B is between E and C.
 2. B is to the right of C.
 3. D is between A and E.

(a) D

(b) B

(c) E

(d) A

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Main Written Examination for Direct Recruitment to Grade-I of Assam Judicial Service, 2021.

Total Marks: 100
Date: 26.02.2022 (Saturday)

Duration: 3 hours
Time: 1 pm to 4 pm

(PAPER-II)

All Questions carry 1 (one) mark each. There is no negative marking.

Group A

The Transfer of Property Act

1. Under the provisions of Section 18 of Transfer of Property Act, 1882, the provisions of some sections shall not apply in case of a transfer of property for the benefit of the public in the advancement of religion, knowledge, commerce, health and safety or any other object beneficial to mankind. These sections are:-
 - a. 13, 14, 15 and 16
 - b. 14, 16 and 17
 - c. 14, 16, 17 and 18
 - d. 14, 15 and 20
2. 'X' marries 'Y' but in case she dies in his lifetime, he would transfer the property to 'Z'. 'X' and 'Y' perish together under circumstances which make it impossible to prove that she died before him. The disposition of property in favour of 'Z':-
 - a. does not take effect
 - b. takes effect
 - c. disposition is subject to another contract
 - d. none of the above
3. The expression 'holding over' under the Transfer of Property Act, 1882, is used in the sense of retaining possession. A distinction is made between a tenant continuing in possession after the determination of the lease without the consent of the landlord and a tenant doing so with the landlord's consent:-
 - a. the former is called a 'tenant by sufferance' and the later class of tenants is called 'tenant holding over a tenant at will'.
 - b. the former is called 'tenant holding over a tenant at will' and the latter is called 'tenant by sufferance'.
 - c. former is called sub-tenant and latter is called forfeiture lessor.
 - d. none of the above
4. Zuripeshgi lease bears a close resemblance to usufructuary mortgage but are not mortgages:-
 - a. unless the lease is for the particular purpose
 - b. unless the lease is for the purpose of securing a debt
 - c. only (a) is correct
 - d. none of the above
5. Legal subrogation occur in the following ways:-
 - i. a puisne mortgage redeeming a prior mortgage.
 - ii. a co-mortgagor's surety redeeming the mortgage.
 - iii. mortgagor's surety redeeming.
 - iv. a purchaser of the equity of redemption redeeming a mortgage.
 - a. only (i) and (ii) are relevant

- b. only (iii) and (iv) are relevant
 - c. only (ii) and (iv) are relevant
 - d. (i), (ii), (iii) and (iv) are relevant
6. Which of the provision is true in the light of the Section 66 of the Transfer of Property Act, 1882:-
- a. a security is sufficient unless the value of the mortgaged property exceeds 1/3 or if consisting of buildings, exceeds by 1/2 the amount for time being due on the mortgage.
 - b. a security is insufficient unless the value of the mortgaged property exceeds by 1/3, or if consisting of buildings, exceeds by 1/2, the amount for the time being due on the mortgage.
 - c. no provision for security is provided under Section 66 of the Transfer of Property Act, 1882.
 - d. none of the above
7. Doctrine of 'Cypres' means the interference of Courts:-
- a. To carry out the purpose of accumulation in certain events.
 - b. To supervise the events of accumulation.
 - c. To implement the rules against accumulation
 - d. To see that the accumulated interest is properly expended.
8. Except in the case of Simple mortgage where principal money securing is less than Rs. 100/- it may be effected:-
- a. Orally
 - b. By unregistered document
 - c. By delivery
 - d. By registered document attested by the mortgagee and one witness
9. Obligation annexed to ownership but not amounting to interest on easement is otherwise known as:-
- a. Restrictive covenants
 - b. Covenants running with the land
 - c. Contractual obligation annexed to ownership
 - d. None of the above
10. The mortgagor is bound to pay interest at the rate of _____ per annum if not fixed for the proper cost incurred for the improvements under Section 63A of the Transfer of Property Act,1882:-
- a. 6%
 - b. 9%
 - c. 12%
 - d. None of the above
11. Election becomes necessary when the transferor:-
- a. Confers benefit on the owner of the property on which he has no right.
 - b. Professes to transfer property which he has no right to transfer.
 - c. Professes to transfer property which he has right to transfer.
 - d. Professes to transfer property which he has right to transfer and no right on the benefit conferred.
12. Where two properties belong to the same owner, one property is mortgaged to secure one debt and both properties are mortgaged to secure another debt and the former debt is paid out of the former property, each property is:-
- a. liable to contribute rateably to the latter after deducting the amount of former debt from the value of property out of which it has been paid.

- b. not liable to contribute rateably to the latter after deducting amount of the former debt.
 - c. debt liable to be deducted amount only
 - d. None of the above.
13. Where several co-owners of immovable property transfer a share therein without specifying that the transfer is to take effect on any particular share or shares of the transfers, the transfer as among such transferors, takes effect on such share:-
- a. inequally where the shares were equal and where they are unequal proportionally to the extent of such shares.
 - b. equally where the shares are equal and where they are unequal proportionately to the extent of such shares.
 - c. only (a) is correct
 - d. None of the above
14. The provision of improvements made by bona fide holders under defective titles is dealt in:-
- a. Section 50 of the Transfer of Property Act, 1882.
 - b. Section 51 of the Transfer of Property Act, 1882.
 - c. Section 53 of the Transfer of Property Act, 1882.
 - d. None of the above
15. Provisions of Section 38 of the Transfer of Property Act, 1882, does not apply to cases falling under:-
- a. benamidars or ostensible owners who can give no title except by estoppel.
 - b. contingent transfer which is based on happening and not happening of certain events.
 - c. perpetual transfer
 - d. None of the above.

Group B
Civil Procedure Code

1. Where a Judgement debtor puts any resistance or obstruction to the decree holder in execution of a decree for possession of immovable property, the Judgement debtor is liable under Section 74 of the C.P.C. to be:-
- a. detained in the civil prison for a tenure which may extend to 60 days.
 - b. detained in the civil prison for a tenure which may extend to 30 days.
 - c. detained in the civil prison for a tenure which may extend to 15 days.
 - d. detained in the civil prison for a tenure which may extend to 7 days.
2. A sues B for specific performance of a contract. In the plaint A seeks the relief of specific performance. He does not seek any relief in the alternative. The Court determines that it cannot order the specific performance of the contract. Can the Court award compensation instead?
- a. Yes, as Specific Relief Act directs that compensation must be awarded.
 - b. Compensation can be awarded since Order VII, Rule 7 of the Code of Civil Procedure provides that any other relief can be awarded and the same does not have to be specifically pleaded.
 - c. Compensation can be awarded only after the Court allows the plaint to be amended for including a claim for compensation.
 - d. No, damages cannot be awarded since the relief of specific performance and of compensation are inconsistent pleadings and therefore no amendment can be brought to this effect.
3. 'X' files a suit for declaration of title and permanent injunction against 'Y' and files an application for temporary injunction under Order XXXIX, Rule 1(c), C.P.C. The Court dismisses the application for temporary injunction 2 months later. During the pendency of

- the suit 'X' again files for temporary injunction under Order XXXIX, Rule 1(c), C.P.C., citing new facts and changed circumstances.
- a. the second application is barred by *res judicata*.
 - b. *res judicata* does not apply to interlocutory orders like temporary injunctions.
 - c. the decision given by the Court on the first application is binding throughout the pendency of the trial and can be altered only on appeal.
 - d. the second application is barred by the principle of *res judicata*.
4. If a plaintiff fails to sue for the whole of the claim which he is entitled to make in respect of a cause of action in the first suit, then he is precluded from suing in the suit in respect of portion so omitted by virtue of:-
 - a. Order II, Rule 2(3) of C.P.C.
 - b. Order II, Rule 3 of C.P.C.
 - c. Order II, Rule 4 of C.P.C.
 - d. Order II, Rule 5 of C.P.C.
 5. On dismissal of the suit for non-compliance with an order for discovery under Order XI, Rule 21 of the C.P.C.,
 - a. the plaintiff can bring a fresh suit on the same cause of action as a matter of right.
 - b. the plaintiff can bring a fresh suit on the same cause of action only with the leave of the Court.
 - c. the plaintiff can bring a fresh suit on the same cause of action only if the Court dismissing the suit has granted liberty to file a fresh suit.
 - d. the plaintiff is precluded from bringing any fresh suit on the same cause of action.
 6. Does the Civil Court (Trial Court) have the power of restitution on variation of a decree or order in appeal?
 - a. Trial Court of first instance that had passed the decree has the power of restitution.
 - b. A separate Civil suit has to be filed for restitution under Section 144(1) of the Code of Civil Procedure, 1908 applies.
 - c. Trial Court of first instance that had passed the decree has no power of restitution.
 - d. There is no power of restitution.
 7. Dasti summons for serving on the defendant(s) can be given to the plaintiff by virtue of :-
 - a. Order V, Rule 9A of the C.P.C.
 - b. Order V, Rule 9 of the C.P.C.
 - c. Order V, Rule 7 of the C.P.C.
 - d. Order V, Rule 6 of the C.P.C.
 8. A decision in a suit may operate as *res-judicata* against persons not expressly named as parties suing in the suit by virtue of explanation:-
 - a. II to Section 11 of C.P.C.
 - b. IV to Section 11 of C.P.C.
 - c. VI to Section 11 of C.P.C.
 - d. VIII to Section 11 of C.P.C.
 9. When an ex-parte decree is passed, the defendant would normally ask for setting aside of ex-parte decree:-
 - a. by filing an application under Order IX, Rule 13 of the Code of Civil Procedure.
 - b. by filing a revision petition under Section 115 of the Code of Civil Procedure.
 - c. by filing a petition under Article 227 of the Constitution of India.
 - d. by filing an application under Order IX, Rule 7 of the Code of Civil Procedure.
 10. When on the day to which the hearing of the suit is adjourned, the parties or any of them fail to appear:-
 - a. Order XVII, Rule 2 of C.P.C. shall apply.
 - b. Order XVII, Rule 3 of C.P.C. shall apply.

- c. Both Order XVII, Rule 2 of C.P.C. and Order 17, Rule 3 of C.P.C. shall apply.
 - d. Neither Order XVII, Rule 2 of C.P.C. nor Order 17, Rule 3 of C.P.C. shall apply.
11. Attachment before judgment in a suit dismissed in default:-
 - a. revives automatically on the restoration of the suit.
 - b. does not revive automatically on the restoration of the suit.
 - c. may or may not revive depending on the facts and circumstances of the case.
 - d. neither (a) nor (b)

 12. 'A' sues 'B' for a declaration that he is the owner of certain property. The suit is dismissed holding that he is not the owner. At the time of the suit 'A' is in adverse possession of the property but has not perfected his title. After the statutory period, 'A' files another suit on the basis of his title by adverse possession. The subsequent suit is dismissed as it is barred under Section 11. The Order is :-
 - a. Legal
 - b. Illegal
 - c. Improper
 - d. Justifiable

 13. When it is found that the summons has not been served upon the defendant in consequence of the failure of the plaintiff to pay the Court-fee on postal charges, if any, chargeable for such service, on failure to present copies of the plaint as required by Rule 9 of Order VII, the Court may make an order that the suit be _____.
 - a. Adjourned
 - b. Rejected
 - c. Dismissed
 - d. Any of the above.

 14. If sufficient cause is shown by the plaintiff for his default of appearance, restoration of suit is _____.
 - a. Mandatory
 - b. Directory
 - c. Discretionary
 - d. None of the above

 15. Written questions answerable on oath relating to any matter relevant to an action, which a party may administer, with the permission of the Court are:-
 - a. Discovery
 - b. Affidavits
 - c. Interrogatories
 - d. None of the above

 16. Issues must be confined to:-
 - a. Facta Probandum
 - b. Facta Probandia
 - c. Both (a) and (b)
 - d. None of the above

 17. In which of the following cases, the rate of interest may exceed 6%?
 - a. In commercial transaction
 - b. Interest pendente lite
 - c. Interest from date of decree
 - d. All of the above

 18. The omission of the Court in formulating the 'substantial question of law' (while admitting the appeal) does not preclude the same from being heard. The statement is:-
 - a. True

- b. False
 - c. Depends
 - d. None of the above
19. Where it appears to the Court that any joinder of defendants may embarrass the trial, the Court may:-
- a. Dismiss the suit
 - b. Reject the suit
 - c. Order separate trials
 - d. None of the above
20. A suit in representative capacity can be filed by virtue of :-
- a. Under Order I, Rule 8A of C.P.C.
 - b. Under Order I, Rule 10A of C.P.C.
 - c. Under Order I, Rule 8 of C.P.C.
 - d. Under Order I, Rule 9 of C.P.C.

Group C
Criminal Procedure Code (Cr.P.C.)

1. Accused 'A' makes a confession in front of his friend 'B' when 'B' goes to meet 'A' as 'A' is to be produced for remand in the Court. The confession is that he i.e. 'A' has murdered 'C'. The confession is :-
 - a. Inadmissible in evidence since it is made in Police custody.
 - b. Admissible in evidence as it is made in the Court room.
 - c. Admissible in evidence as it is made before a friend.
 - d. Inadmissible in evidence as made out of fear.

2. A case which includes cognizable offences and non-cognizable offence is :-
 - a. a cognizable case but requires sanction of the Magistrate for investigation into the non-cognizable part under Section 155(2) of Cr.P.C.
 - b. a cognizable case and as such the investigation of the case does not require any sanction of the Magistrate under Section 155(2) of Cr.P.C.
 - c. a non-cognizable case and as such the investigation of the case requires sanction of the Magistrate under Section 155(2) of Cr.P.C.
 - d. a non-cognizable case but does not require sanction of the Magistrate under Section 155(2) of Cr.P.C.

3. In a joint trial where several accused persons are being tried, one accused examines himself as a witness, now :-
 - a. all the other co-accused, if there are more than one co-accused other than the accused examining himself as a witness, have a right to cross-examine that accused, as a matter of right.
 - b. all the other co-accused have a right to cross-examine that accused if the accused examining himself deposes something against one of the co-accused.
 - c. only that co-accused has a right to cross-examine the accused examining himself as a witness, against whom such an accused has deposed something.
 - d. the co-accused do not have any right at all to cross-examine the accused examining himself as a witness under any circumstances.

4. On completion of investigation, the officer-in-charge of the police station shall forward the police report under Section 173(2) Cr.P.C. to-
 - (a) Sessions Court
 - (b) Chief Judicial Magistrate
 - (c) Any Judicial Magistrate

(d) Magistrate empowered to take cognizance of an Officer

5. When can a trial Court release an accused on bail under Section 389(3) of Cr.P.C. after conviction-

- (a) When accused is on bail and imprisonment is not exceeding 3 years.
- (b) When accused is on bail and imprisonment is not exceeding 5 years.
- (c) When accused is on bail and imprisonment is not exceeding 7 years.
- (d) When offence is exclusively bailable whether accused is on bail or not.

6. If one is accused of an act, which may amount to theft, or receiving stolen property or cheating and is charged for theft only and from the evidence it appears that he has committed cheating, he can be convicted for cheating through no charge for cheating has been formally framed, by virtue of-

- (a) Section 214 of Cr.P.C
- (b) Section 221 of Cr.P.C
- (c) Section 223 of Cr.P.C
- (d) Section 224 of Cr.P.C

7. On receipt of a complaint, before ordering investigation by the police, under Section 156(3) of Cr.P.C, the Magistrates has to see that-

- (a) The complaint discloses cognizable offence(s) triable by the Magistrate.
- (b) The complaint discloses cognizable offence(s) exclusively triable by the Court of Session.
- (c) The complaint discloses cognizable offence(s) irrespective of whether the same is triable by the Magistrate or exclusively by the Court of Session.
- (d) The complaint discloses cognizable offence(s) only triable by the Magistrate and not exclusively triable by the Court of Sessions, as it is for the Magistrate to enquire himself into offences exclusively triable by Court of Sessions.

8. The prohibition contained in Section 162 of Cr.P.C-

- (a) Shall not apply where the statement made to the police during investigation is made admissible under any other provision of the code.
- (b) Shall apply even where the statement made to the police officer during the investigation is made admissible under any other provision of the code as section 162 has an over riding effect.
- (c) May or may not apply where the statement made to the police during investigation is made admissible under any other provisions of the code, depending on the facts and circumstances of the case.
- (d) May or may not apply where the statement made to the police during investigation is made admissible under any other provision of the code, depending on the discretion of the Court.

9. A magistrate not empowered by law to order, Section 155 of Cr.P.C, the police to investigate an offence, orders the police to investigate the offence. Such order is-

- (a) Illegal and cannot be protected under Section 460 of Cr.P.C.
- (b) Irregular and is protected under Section 460 of Cr.P.C.
- (c) Illegal but not liable to be set aside, unless it amounts to miscarriage of justice.
- (d) Irregular but liable to be set aside.

10. Under Section 456 of Cr.P.C-

- (a) Possession of an immovable property cannot be restored at all and a person has to resort to Civil Court.
- (b) Possession of an immovable property can be restored only in case the person is convicted.
- (c) Possession of an immovable property can be restored even in case of the person is acquitted.
- (d) Possession of an immovable property can be restored in case of conviction even though the findings of the Civil Court are in favour of the person convicted.

11. Section 323 of Cr.P.C provides for committal of cases to the Court of Sessions-

- (a) Which disclose commission of offences exclusively triable by the Court of Sessions.
 (b) Which the Magistrate thinks ought to be tried by the Court of Sessions.
 (c) Both (a) and (b)
 (d) None of the above.
12. Where a witness is called by the Court as a Court witness, a previous statement made by him to the police can-
- (a) Be used by the accused for contradicting such witness.
 (b) Be used by the prosecution for contradicting such witness with the permission of the Court.
 (c) Either(a) or (b)
 (d) Not be used either by the accused or by the prosecution for any purpose.
13. Failure to get the signature of the person making the confession is-
- (a) Not very material if the making of such statement is not disputed by the accused.
 (b) Not very material even if the making of the statement is disputed by the accused.
 (c) Not very material irrespective of whether making of such statement is disputed or not disputed by the accused and the defect is curable under Section 463 of Cr.P.C.
 (d)Very material in all circumstances and is fatal.
14. The non-compliance with the provision of Section 164 of Cr.P.C.-
- (a) Reduces the statement recorded by the Magistrate to a nullity.
 (b) Is an irregularity curable under Section 463 of Cr.P.C.
 (c) Both (a) and (b)
 (d) Neither (a) and (b)
15. When can an offence otherwise compoundable not be compounded-
- (a) When the person competent to compound is dead.
 (b) When the person competent to compound is under 18 years of age.
 (c) When the accused has been committed for trial.
 (d) When the accused is, by reason of a previous conviction, liable either to enhanced punishment or to a punishment of a different kind of such offence.

GROUP -D
EVIDENCE

1. A communication made to the spouse during marriage, under Section 122 of Evidence Act-
- (a) Remains privileged communication after the dissolution of marriage by divorce or death.
 (b) Does not remain privileged communication after the dissolution of marriage by divorce or death.
 (c) Does not remain privileged communication after the dissolution of marriage by divorce, but remains privileged even after death.
 (d) Remains privileged after the dissolution of marriage by divorce but not so on after death.
2. Under Section 145 of Evidence Act, a witness may be contradicted as to previous statement in writing-
- (a) Without proving the same and without showing the same to the witness.
 (b) Without proving the same but only after showing the same to the witness.
 (c) After proving the same way before showing the same to the witness.
 (d) After proving the same and showing the same to the witness.
3. The question is whether the murder of "X" was committed by "Y". The fact that "Y" produces an admission slip of hospital indicating dislocation of his hip bone during the period of alleged murder. Which one among the following is the correct provision of the Indian Evidence Act under which it is relevant?
- (a) Section 6
 (b) Section 9

- (c) Section 10
- (d) Section 11

4. Test Identification Parade conducted during investigation of a case is admissible in evidence under which section of the Evidence Act, 1872?

- (a) Section 5
- (b) Section 9
- (c) Section 8
- (d) Section 14

5. Under Section 41 of Evidence Act the presumption is with respect to-

- (a) Judgments in rem when they are inter-partes
- (b) Judgments in rem whether such judgments are inter-partes or not.
- (c) Judgments in personam
- (d) All of the above

6. "Best Evidence Rule" is exclusively associated with the rule laid down in-

- (a) Section 62 of the Evidence Act
- (b) Section 90 of the Evidence Act
- (c) Section 93 of the Evidence Act
- (d) Section 91 of the Evidence Act

7. The general rule is that the opinion or belief of a witness is irrelevant. Certain exceptions to this rule have been laid down in Indian Evidence Act. The Sections containing these exceptions are-

- (a) Section 52 to 55
- (b) Section 10 to 15
- (c) Section 6 to 9
- (d) Section 45 to 51

8. Admission to be relevant-

- (a) Must be made to the party concerned and not to a stranger.
- (b) Must be made to a stranger.
- (c) It is immaterial as to whom admission is made and an admission made to a stranger is relevant.
- (d) It is immaterial to whom the admission is made but must be made to someone intimately connected and not a stranger.

9. Which of the following is true as to the standard of proof in criminal and civil proceedings-

- (a) In criminal proceedings the standard is beyond reasonable doubt and also in civil proceedings.
- (b) In criminal proceedings the standard is beyond reasonable doubt while in civil proceedings it is 'upon the balance of probabilities.'
- (c) In criminal and civil proceedings both it is 'upon the balance of probabilities.'
- (d) In criminal proceedings it is 'upon the balance of probabilities' while in civil 'beyond reasonable doubt.'

10. In case a child is born within 280 days of dissolution of marriage, the mother remaining unmarried the presumption of legitimacy of child under Section 11 of the Evidence Act arises-

- (a) If the father is alive on the day the child is born.
- (b) If the father is not alive on the day the child is born.
- (c) Irrespective of whether the father is alive or dead on the day the child is born.
- (d) Either in (a) or (b)

11. Testimony of an accomplice before it is accepted and acted upon-

- (a) Must be corroborated from the testimony of another accomplice.
- (b) Must be corroborated from an independent source.

- (c) Need not be corroborated at all.
- (d) Either (a) or (c).

12. Where there are three different dying declarations, Higher Court is-

- (a) Not to uphold conviction awarded by lower Court.
- (b) To uphold the conviction awarded by lower Court.
- (c) To go through the circumstantial evidence to uphold the conviction awarded by lower Court.
- (d) To rely upon the versions of witnesses to uphold the conviction awarded by lower court.

13. In a murder case before identification of the culprit, 'B' wrote a letter of confession to the police officer. At the time of writing the letter there was no suspicion cast on 'B'. Choose the most appropriate answer from the following choices-

- (a) Is admissible as it was made to a police officer.
- (b) Admissible as it was made voluntarily, the fact it was made before the police officer is irrelevant.
- (c) Admissible as it was neither made in police custody nor in the presence of the police officer.
- (d) Inadmissible as it was not made before the Magistrate.

14. A retracted confession-

- (a) can be made solely the basis of conviction.
- (b) cannot be made solely the basis of conviction under any circumstances.
- (c) cannot be made solely the basis of conviction unless the same is corroborated.
- (d) both (1) and (3) are incorrect.

15. Though the contempt proceedings are judicial proceedings, the strict rules of evidence contained in the Evidence Act do not apply to proceedings under the Contempt of Courts Act because-

- (a) Of summary nature of inquiry
- (b) Contempt matters are governed by Special Acts
- (c) Contempt of Courts does not require enquiry and the investigation.
- (d) Contempt proceedings are tried in higher judiciary.

GROUP-E

INDIAN PENAL CODE

1. 'B' happened to be a member of unlawful assembly. A factional fight ensued which 'B' was injured and retired to the side, later on a man was killed, now-

- (a) 'B' is guilty of murder being member of unlawful assembly.
- (b) 'B' is not guilty of murder as he ceased to be a member of unlawful assembly at the time when the murder was committed.
- (c) B is not guilty of murder though he happened to be a member of unlawful assembly.
- (d) None of the above.

2. 'X' with intention to murdering 'Z', instigates 'Y', a child below 7 years, to do an act which causes 'Z's' death. 'Y' in the absence of 'X' in consequence of abatement does the act and thereby causes 'Z's' death, Now-

- (a) 'Y' is liable for murder and 'X' is liable for abatement.
- (b) 'Y' is not liable for murder being wholly incapax, but 'X' is liable for abatement.
- (c) 'X' & 'Y' both are liable under Section 302/304 of I.P.C.
- (d) 'X' & 'Y' both are liable for conspiracy to murder of 'Z'.

3. 'Y', a small boy was guarding the field. 'Z' and 'M' outsiders trespassed and started harvesting, on protest by 'Y' they beat him up and hearing his cries, 'X' and 'P', uncle of 'Y' who were working

in different directions, rushed in, one of them 'X', fired at the trespassers killing one of them and ran away. 'P' was arrested and charged under section 302 of the I.P.C. for murder read with section 34. Which of the following statement is correct?

- (a) He is liable for murder because of the similar intention of both the brothers.
- (b) He is liable for murder because of the same intention of both the brothers.
- (c) He is liable for murder because he was present when his brother forced at the trespassers.
- (d) He is not liable because there was no common intention to kill.

4. A boy over 11 years but below 12 years of age picked up a knife and proceeding towards with a threatening gesture saying that he would cut him into pieces actually stabs him to death-

- (a) the boy will not be guilty, as a child under 12 years of age cannot be guilty of an offence.
- (b) the boy will be guilty because he had attained maturity of understanding to judge the nature and consequence of his conduct of mind and the act concurred in this case.
- (c) the boy will not be guilty of murder.
- (d) The boy will not be guilty of murder as he had not attained sufficient maturity of understanding to judge the nature and consequence of his conduct.

5. A woman ran to a well stating she would jump in it but she was caught before she could reach it. She is guilty of-

- (a) attempt to suicide.
- (b) attempt to injure her.
- (c) attempt to culpable homicide.
- (d) no offence.

6. When all the incriminating facts and circumstances are found to be incompatible with the innocence of the accused then-

- (a) The inference of guilt can be justified.
- (b) The inference of guilt cannot be justified.
- (c) Benefit of doubt should be given.
- (d) None of the above.

7. 'Z' dies in possession of furniture and money. His servant 'X' misappropriates it before the money comes into the possession of any person entitled to such possession. "X" has committed the offence defined in-

- (a) Section 403
- (b) Section 404
- (c) Section 405
- (d) Section 406

8. It would not amount to the offence of stalking within Section 354 D of the Indian Penal Code if the man who pursued it proves that-

- (a) It was pursued for preventing or detecting any crime by person entrusted with responsibility of prevention and detection of crime by the State.
- (b) It was pursued under any law or in compliance with condition imposed under any law.
- (c) In particular circumstances such conduct was reasonable and justified.
- (d) Either (a) or (b) or (c).

9. 'A', a shopkeeper, to protect his own money says to B, who manages his business- "sell nothing to Z unless he pays you ready money, for I have no good opinion of his honesty." A is-

- (a) liable for defamation under section 499 of I.P.C.
- (b) liable for defamation under section 496 of I.P.C.
- (c) liable for defamation under section 506 of I.P.C.
- (d) Not liable for defamation.

10. 'P' gives grave and sudden provocation to 'M'. 'M' on this provocation, fires a pistol at 'P', neither intending nor knowing himself to be likely to kill 'Q' who is near him but out of the sight, 'M' kills 'Q'. Taking the view of this illustration give the correct answer.

- (a) It is a murder.
- (b) It is not a murder but culpable homicide.
- (c) It is neither murder nor culpable homicide.
- (d) None of the above.

11. 'A' takes a camera belonging to 'B' out of the possession of 'B' without the consent of 'B', with the intention of keeping it until he gets a reward from 'B' for its restoration. 'A' is guilty of-

- (a) Criminal misappropriation
- (b) Extortion
- (c) Theft
- (d) Cheating

12. 'A', a government servant removed a file from his colleagues office to house, made it available to an outsider and then returned it back to the office the same day in the evening. 'A' is guilty of which of the following offence-

- (a) Criminal misappropriation of property
- (b) Theft
- (c) Criminal breach of trust
- (d) None of the above.

13. 'A' and 'B' had been married for 10 years. 'A' the husband constantly physically abused his wife, 'B'. The injuries were such that she needed medical treatment. On March 18, 2018 'A' inflicted an injury on 'B's' hand, which led to it being fractured. In this context which of the following statement is accurate-

- (a) Section 498 A of the Indian Penal Code can be invoked against 'A'.
- (b) Section 498 A of the Indian Penal Code will not apply in this case since there was no demand for dowry.
- (c) Section 498 A of the Indian Penal Code will not apply since this is an offence under the Protection of Women from Domestic Violence Act.
- (d) This is not a crime. It is a ground for divorce under the relevant personal law.

14. When 'A' dies as a result of act of violence by person 'B', person 'C' not present at the scene of crime can be prosecuted under the Indian Penal Code-

- (a) Under Section 120 A to 120 B of the IPC
- (b) Under Section 141 to 149 of the IPC
- (c) For act done in furtherance of common intention under section 34 of the IPC
- (d) For vicarious liability as 'C' was aware that offence was likely to be committed by 'B'

15. 'A' gave 'B' a pen drive which he knows has files that were infected with a virus. 'A' did not inform 'B' of the same. 'B' inserted the pen drive into his computer and opened the files. His computer was infected by the virus, and most of the files on it were lost. Which of the following offences can 'A' be guilty of?

- (a) Criminal Breach of Trust
- (b) Criminal Trespass
- (c) Mischief
- (d) Cheating

16. Under the Indian Penal Code, which of the following acts will constitute "homicide"?

- (a) Termination of pregnancy before the twelfth week of pregnancy
- (b) Termination of pregnancy before the twentieth week of pregnancy
- (c) Termination of pregnancy before the thirty sixth week of pregnancy
- (d) Causing death of the living child after a part of the child's body has been brought forth of the mother's body.

17. 'A' who is 19 years of age instigates his sister 'B' who is 6 years of age to pick the pocket of a co-passenger. As soon as 'B' ships the purse of the co-passenger in her school bag she is caught. However, when the purse is opened, it is found to be empty. In this case which one of the following statement is correct-

- (a) 'A' and 'B' have committed no offence.
- (b) 'A' has committed no offence while 'B' has committed theft.
- (c) 'A' has committed an offence and 'B' has abetted the same.
- (d) 'B' does not commit any offence and 'A' is guilty of abetment.

18. A priest who solemnized an illegal marriage intentionally and thereby facilitated such marriage, is liable for abatement by-

- (a) Conspiracy
- (b) Instigation
- (c) Intentional Aid
- (d) None of the above.

19. Ram aged 25 years, tells Shyam who is aged 17 years and on account of the death of his father is sad, that if Shyam dies by jumping in a burning pyre of a woman he i.e. Shyam would meet his father in heaven and would find bliss. Shyam, aged 17 years, knows that by doing so he would be committing suicide, but on account of instigation by Ram suffers death by jumping in the burning pyre of a woman. Ram is guilty of-

- (a) Abetment for the suicide committed by Shyam.
- (b) Murder of Shyam.
- (c) No offence.
- (d) Both (a) & (b) above.

20. The accused driver of a truck while driving on the left side i.e, his side of the road , sees a cyclist coming from the opposite direction, but on the wrong side of the road i.e., in the lane on which the truck was being driven, the road being narrow and the truck driver sensing that the cyclist was paddling negligently, maneuvers his truck on the opposite lane and simultaneously the cyclist suddenly moves to his lane and as a result the truck over runs the cyclist, causing the death of the cyclist. The truck driver is not guilty of the offence of causing death by rash and negligent act because-

- (a) He did not have the necessary mens rea.
- (b) He acted bona fide
- (c) The truck driver upon seeing the risk tried to avoid the risk.
- (d) Was justified in driving the truck onto the opposite lane.

GROUP F **LIMITATION**

1. Negotiations for settlement taking place between a claimant and a person against whom claim is made-

- (a) Bars the defendant from pleading a Statute of Limitation where the negotiations have led to delay in bringing the action by the claimant.

- (b) Does not debar the defendant from pleading a Statute of limitation even though the negotiations have led to delay in bringing the action by the claimant.
- (c) May bar the defendant from pleading a statute of limitation depending on the facts and circumstances of each case.
- (d) Shall bar the defendant from pleading a Statute of limitation absolutely.

2. In a suit filed by the plaintiff, the defendant in his written statement has taken the objection of non - impleadment of necessary Party. Despite such objection the plaintiff continued the suit and the suit finally was decreed. At the first appellate stage, the plaintiff withdraws the suit with liberty to file a fresh one on the same cause of action and subsequently filed a fresh suit. The period spent by the plaintiff in the earlier suit, under Section 14 of the Limitation Act is-

- (a) Liable to be excluded on the ground that the plaintiff was prosecuting the earlier suit with due diligence and in good faith.
- (b) Not liable to be excluded as the plaintiff cannot be said to be prosecuting the earlier suit with due diligence and in good faith.
- (c) Liable to exclude under Section 14(3) of Limitation Act.
- (d) To be excluded or not to be excluded is in the discretion of the Court.

3. The limitation for filing suit, by a surety, against the principal debtor, would be 3 years from the date on which-

- (a) The amount became payable to the creditor
- (b) The amount was paid by the surety to the creditor
- (c) The refusal, by the principal debtor to pay the amount or notice being given by the surety.
- (d) The date of demand, by the creditor, for payment thereof, to the debtor or the surety, whichever is earlier.

4. For a suit to recover surplus collections received by the mortgagee after the mortgage has been satisfied , the period of limitation is-

- (a) 12 years
- (b) 30 years
- (c) 1 year
- (d) 3 years

5. The period of limitation for preferring an appeal to the Court of Sessions from an order of sentence is-

- (a) 30 days
- (b) 60 days
- (c) 90 days
- (d) 15 days

6. A suit by a person excluded from a joint family property to enforce a right to share therein, under Article 110 of the schedule, can be filed within the period of limitation of -

- (a) 1 year
- (b) 3 years
- (c) 12 years
- (d) 30 years

7. A judgment was announce on 02.01.2002 and the decree prepared on 10.01.2002. Application for certified copy made on 05.01.2002 and the copy was ready on 15.01.2002, under Section 12 the period to be excluded is-

- (a) From 02.01.2002 to 15.01.2002
- (b) From 02.01.2002 to 05.01.2002
- (c) From 05.01.2002 to 10.01.2002

(d) From 05.01.2002 to 15.01.2002

8. Under Section 13 of the Limitation Act, the time is excluded-

- (a) If the application for leave to sue or appeal as a pauper is allowed
- (b) If the application for leave to sue or appeal as a pauper is rejected.
- (c) In both the cases.
- (d) In none of the case.

9. Easement has been defined under which section of the Limitation Act, 1963-

- (a) Section 2(f)
- (b) Section 2(g)
- (c) Section 3(g)
- (d) Section 3(f)

10. Limitation Act is-

- (a) Prospective in operation
- (b) Retrospective in operation
- (c) Prospective as well as retrospective in operation, depending on the facts and circumstances of each case.
- (d) Prospective as well as retrospective in operation, as per the discretion of the Court.

11. Where the party is entitled to sue in two courts of concurrent jurisdiction and one of them is closed on the last day of limitation-

- (a) The party is bound to sue in the Court which is open on the last day of limitation and the benefit of Section 4 of the Limitation Act shall not be available.
- (b) The party is not bound to sue in the court which is open on the last day of limitation and shall get the benefit of Section 4 of the Limitation Act notwithstanding the fact that the other Court is open.
- (c) Section 4 of Limitation Act shall not apply at all.
- (d) None of the above.

12. Under Section 19, Limitation Act, 1963-

- (a) Payment by cheque which is dishonoured on presentation amounts to part payment and shall save limitation.
- (b) Payment by cheque which is dishonoured on presentation does not amount to part payment and will not save limitation
- (c) Mere handing over the cheque which is dishonoured on presentation amounts to acknowledgment.
- (d) None of the above.

13. For condonation of delay under Section 5, Limitation Act, 1963-

- (a) Length of delay is the only criterion
- (b) Length of delay is no matter, acceptability of the explanation is the only criterion.
- (c) Length of delay certainly matters apart from the acceptability of the explanation.
- (d) None of the above.

14. Under Section 3, Limitation Act, 1963 the Court is required to consider the question of Limitation-

- (a) Only when objection to limitation is raised by the defendant.
- (b) Only when the defendant does not confess judgment.
- (c) Only when the defendant does not admit his liability.
- (d) Suo moto even when the defendant has not taken any objection of limitation or has confessed judgment or has admitted this liability in the written statement.

15. Grounds of exemption from limitation law-

- (a) Cannot be condoned in a suit.
- (b) Can be condoned under Section 3, Limitation Act.
- (c) Can be exempted under Order VII, Rule 6 of C.P.C.
- (d) Can be condoned under Section 5 of Limitation Act.

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THE GAUHATI HIGH COURT AT GUWAHATI
(THE HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Main Written Examination for Direct Recruitment to Grade-I of Assam Judicial Service, 2021.

Total Marks: 100
Date: 27.02.2022 (Sunday)

Duration: 3 hours
Time: 9 am to 12 noon

(PAPER-III)

CONSTITUTIONAL LAW (40 MARKS)

1. Write an essay on **any two** of the following: (10 x 2 = 20 Marks)
- (a) Basic structure doctrine is a dynamic concept with reference to the powers of amendment of the Constitution.
 - (b) The Constitutional provisions regarding the Subordinate Courts.
 - (c) Part III of the Constitution of India.
2. Write short notes on **any four** of the following: (5 x 4 = 20 Marks)
- (a) The Preamble of the Constitution of India.
 - (b) A comparative study of Article 32 and Article 226 of the Constitution of India.
 - (c) Article 32 – the heart and soul of the Constitution of India.
 - (d) The Sixth Schedule of the Constitution of India.
 - (e) The inherent restrictions in Article 19 of the Constitution of India.

JURISPRUDENCE (20 MARKS)

3. Write brief notes on **any four** of the following: (5 x 4 = 20 Marks)
- (a) Wednesbury Principles.
 - (b) Mens Rea & Actus Reus.
 - (c) Law relating to defamation – both as an offence and as a tort.
 - (d) Law of Precedents with reference to the Constitutional Provisions.
 - (e) Presumption against the accused in certain offences.

JUDGMENT WRITING (40 MARKS)

4. Write a judgment on the basis of the materials available in the enclosed paper book.

(40 Marks)

PAPER BOOK

(Part I)

TITLE APPEAL NO.: 57/2014

DISTRICT: KAMRUP (METRO)

On the death of MD. TASADDUK HUSSAIN @Joseph, his legal heirs Sahida Hussain and ORS Appellant/ Plaintiff

Vs

On the death of MD.NAZIMUL ISLAM, his legal heirs DR. NAZRANA AHMED and ORS Respondent/ Defendant

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District : Kamrup (M)

**IN THE COURT OF DISTRICT AND SESSIONS JUDGE,
KAMRUP(M), GUWAHATI**

(CIVIL APPELLATE JURISDICTION)

TITLE APPEAL NO. 57 OF 2014

IN THE MATTER OF:

**An appeal under section 96 read with
Order XLI Rule 1 of the Code of Civil
Procedure.**

-AND-

IN THE MATTER OF:

**Judgement and decree dtd. 30.06.2014
passed by the learned Civil Judge,
Kamrup(M), Guwahati in Title Suit
No.396/2005 dismissing the suit**

-AND-

Contd..P/-

On the death of Tassadduk Hussain, his legal heirs [2]

- 1. Sahida Hussain
- 2. Tanweer Ziad Hussain
- 3. Farzana Anjum Hussain,

No. 1 is the wife, No. 2 is the son and No. 3 is the daughter of Late Tassadduk Hussain , No. 1 and 2 are the residents of Col. J. Ali Road, Lakhtokia, Guwahati-781001, District Kamrup (M), Assam. No.3 is the resident of Puranigudam, Nagaon, District Nagaon, Assam.

DDM
24.05.19.

IN THE MATTER OF:

**M* Md. Tasadduk Hussain @ Joseph,
Son of Late Tazmul Hussain,
Resident of Col. J. Ali Road,
Lakhtokia, Guwahati-781001,
Dist. Kamrup (M), Assam.

.. Appellant/Plaintiff

-Versus-

- 1. On the death of Nazimul Islam his legal heirs namely-
 - 1(a) Dr. Nazrana Ahmed,
Daughter of Late Nazimuddin Ahmed,
Wife of Late Nazimul Islam
 - 1(b) Master Numdir Islam
 - 1(c) Master Namir Islam,
both Son of Late Nazimul Islam
both 1(b) and 1(c) are minors and are living under the care and custody of their mother 1(a)
All are resident of KNCB Road,
Bairagi Moth, Dibrugarh,
District Dibrugarh, Assam.
- 2. Sri Sadyut Sandhan
S/o Late Indibor Gogoi,
R/o Near Birla Factory,
P.O. Rong Krelong, Diphu,
Dist. Karbi Anglong, Assam.

Contd..P/-

- 3. Smt Tulumoni Gogoi
W/o Sri Purnanada Gogoi,
P.O. & P.S. Diphu,
Dist. Karbi Anglong, Assam.
- 4. Smt Kasturika Buragohain,
W/o Bimal Buragohain,
R/o Dharamnala Town
(Near Dip Chand Building),
P.O. & P.S. Diphu,
Dist. Karbi Anglong, Assam.

.. Respondents/

Defendants

Suit was valued at Rs. 17,83,600/-

MEMORANDUM OF APPEAL FROM ORIGINAL DECREE

Being highly aggrieved and dissatisfied with the judgment and decree dated 30.6.2014 (decree signed on 2/9/2014.) passed by the learned Civil Judge No. 2, Kamrup(M), Guwahati dismissing the Title Suit No. 396/05 of the plaintiff, your humble appellant/plaintiff begs to prefer this appeal on the following amongst other-

-GROUNDS-

- 1. For that the impugned judgment and decree passed by the learned Civil Judge No. 2, Kamrup(M), Assam is not tenable in law and liable to be set aside.

Contd..P/-

2. For that the learned Trial Court passed the impugned judgment and decree without considering the facts of the case and without proper interpretation of law involved in the suit. As such the impugned judgment and decree is not tenable in law and liable to be set aside.

3. For that in the suit there are four defendants and the then defendant No.1 filed one written statement and defendant Nos. 2 to 4 filed a separate written statement. The said defendant Nos. 2 to 4 after filing of the written statement failed to file any evidence in the suit supporting their case in the written statement as such the learned trial court is not duty bound to consider their case.

4. For that it is the settled principle of law that when a party in a suit does not file his evidence on affidavit, failed to appear in the witness box and/or state his own case on oath and does not offer himself to be cross examined by other party, a presumption would arise that the case set up by him is false and not correct. In the present case, after filing of written statement by defendant Nos. 2 to 4, they failed to led any evidence nor appeared in the witness box for cross examination by the plaintiff as such the learned trial court ought to have decreed the suit against defendant Nos. 2 to 4.

5. For that the case of the plaintiff is that originally land measuring 91 B 2 K 14 L. covered by KP Patta No.1 belonged to Md. Tazul Islam and Md. Tazmul Hussain, and the said land was put on auction sale and in auction the land was purchased by one Anna Ram Barua. Subsequently, said Anna Ram Barua being a friend of Tazul Islam had returned 72 B 3 K 17L of land in the form of sale deed dated 27.7.57 in the name of Md, Tazul Islam. Md. Tazul Islam by a registered deed of relinquishment No. 8385 dated 7.11.71 relinquished 52 B 4 K 6L of land in favour of Md. Tazmul Hussain & subsequently said Tazmul Hussain gifted 24 B 2 K 16 L of land to the plaintiff as far back as in the year 1972. The name of plaintiff was duly mutated and he is possessing the land without any disturbance from any quarter till the year 2000, when the late defendant No.1 by taking advantage of an exparte order of temporary injunction passed in Title suit No. 34/2000 trespassed into the suit land and hence the plaintiff has been compelled to file the present suit for declaration of right, title and interest. Since 1972 till 2000 nobody questioned the title of the plaintiff over the suit land including family members of late defendant No.1 as such the formulation of two sub issues at the time of judgment without giving any opportunity to the plaintiff by the learned trial court is bad in law and liable to be quashed.

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6. For that, while deciding issue No.3 the learned Trial Court framed two sub issues with regard to relinquishment deed at the time of judgment (although the legality and validity of the said deed was not questioned by the defendants in the suit), does not warrant framing of any such sub issues without giving an opportunity to the plaintiff to produce evidence or to make submissions in this regard. As such the decision based on these two sub issues are not tenable in law and liable to be set aside.

7. For that, the plaintiffs claim for declaration of right, title and interest in respect of Schedule-C and D land and the defendants failure to challenge the legality and validity of said relinquishment deed except challenging the relinquishment deed to be a manufactured one, the questioning of legality and validity of relinquishment deed by learned trial court is beyond its jurisdiction and as such the impugned judgment and decree is liable to be quashed.

8. For that the plaintiff had proved the relinquishment deed as Exhibit-3 wherein it was clearly written that both Md. Tazmul Hussain & Tazul Islam are sibling of same father and the patta land jointly owned by both of them; that knowing about the auction sale, both the brothers paid their respective share of money

Contd..P/-

to Anna Ram Barua who after return of the amount, executed the sale deed in the name of Tazul Islam. Although the land was returned back by way of sale deed in the name of Tazul Islam, both the brothers had paid the purchase money and occupying their own share of land by paying the land revenue and the share of Tazmul Hussain is 52 B-4K-6 Lechas. The learned trial court without going through and considering the recital of Ext. 3, wrongly held that the recital is conspicuously absent as regards for what consideration Md. Tazul Islam relinquished 52 B 4 K 6L of land in favour of his brother vide Ext. 3. The learned trial court failed to consider the very vital recital of Ext.3, as such the learned trial court failed to exercise the jurisdiction vested in it and as such impugned judgment and decree is liable to be set aside on this count alone.

9. For that Ext.3 is a relinquishment deed and not a release deed as observed and stated by learned trial court. While discussing issue No.3, the learned Trial Court fully discussed about release deed and in wrong interpretation of law he converted a deed of relinquishment to a deed of release. Ext.3 not being a deed of release, the decision holding the deed of relinquishment as deed of release amounts to failure of jurisdiction vested on the learned Trial court and as such the decision in this regard is liable to be quashed

10. For that, the learned trial court discussed the case reported in AIR 1954 Bombay and on wrong interpretation of the law laid down in the said case held that relinquishment is not a transfer of property whereas in the said judgment nowhere the same is stated. The said judgment differentiated a transfer or a sale and a relinquishment. The said judgment stated that relinquishment means extinction of a right or destruction of property and if the property is destroyed or right is extinguished there is nothing left to transfer or sale. The decision on Issue No.3 in this regard is not tenable in law and liable to be set aside.

11. For that the deed of relinquishment (Ext.3) itself explained why said deed was required to be executed by Tazul Islam in favour of Tazmul Hussain. Ext.3 is a registered deed which is significant by itself. The learned Trial Court without considering the recital of Ext.3 declared the said deed as a invalid deed and as such the impugned judgment on the basis of Issue No.3 is not tenable and liable to be quashed.

12. For that, Section 60 of Registration Act deals with registration certificate and it enjoins that on the compliance of the necessary legally prescribed formalities, if a document is presented for registration and after registering the same would be admissible for

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the purpose of proving that the document has been duly registered in the manner provided by the statute. The learned trial court failed to consider that Ext.3 was registered on 8.11.71 i.e. long 43 years back and the said deed was not challenged by anybody till today. The learned Trial Court treating the deed of relinquishment as a deed of release came to the conclusion and held that Ext.3 is not proved, is completely against the basic principles of law and as such deciding the Issue No.3 against the plaintiff is bad in law and liable to be quashed.

13. For that while deciding the Issue No. 3 although the learned court treated Ext.3 as a deed of release and discussed regarding the right created by a deed of release. The very basis of deciding Issue No.3 is on a wrong conception and misinterpretation regarding Ext.3 is bad in law and observing that the release is without consideration and the effect of Section 123 of Transfer of Property Act is of no value in the present case and consequently the observation that a registered instrument releasing right, title and interest without consideration may operate as transfer by way of gift, if the document clearly shows an intention to that effect and attested by and witnesses is devoid of any merit and liable to be quashed.

14. For that Ext.3 is a registered instrument attested by 3 witnesses. The learned trial court failed to consider the fact that the said registered instrument was registered after completion of due formalities of law. It was clearly mentioned in the deed itself that it is a deed of relinquishment signed by the executor in presence of 3 witnesses. The observation of the learned trial court regarding the deed of release is not at all applicable in the present set of facts and circumstances and as such the decision on Issue No.3 is liable to be quashed.

15. For that the defendants nowhere challenged that Ext.3 is a forged one. The question raised by the trial court that the transaction lacks transparency, is beyond the pleadings as the same is not based on evidence or any documentary proof and the said Ext.3 was never challenged by any of the heirs of Tazul Islam for last 43 years. The observation in this regard is bad in law and liable to be set aside.

16. For that, Ext.3 is a 43 years old document which was not challenged in the court of law by anybody till date, as such a presumption can be drawn u/s 90 of the Evidence Act that the said documents is genuine and such document need not be proved in court of law and title passes automatically in favour of the recipient

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without any challenge. After 43 years of execution of a valid registered document the declaration that Ext.3 not having been proved the decision on Issue No.3 against the plaintiff is liable to be set aside.

17. For that in any view of the facts and law the impugned judgment and decree dated 30.6.2014 passed in Title Suit No. 396/2005 is not tenable in law and the same is liable to be set aside.

CERTIFICATE

Certified that I have prepared the grounds of appeal and these are good grounds for appeal and I undertake to support the said grounds at the time of hearing of the appeal.

Advocate

Enclosures:

- 1. Memo of appeal -
- 2. Copy of plaint
- 3. Copies of written statements
- 4. Certified copy of Judgment and decree dtd.30.6.14
- 4. Vakalatnama -

क्र. की for	स्टाम्प और फोलियो की अपेक्षित संख्या सूचित करने की निश्चित तारीख Date fixed for notifying the requisite number of stamps and folios.	अपेक्षित स्टाम्प और फोलियो देने की तारीख Date of delivery of the requisite stamps and folios.	तारीख, जबकि देने के लिए प्रतिलिपि तैयार थी Date on which the copy was ready for delivery.	आवेदक को प्रतिलिपि देने की तारीख Date of making over the copy to the applicant.
14	29/8/14	2/9/14	2/9/14	3-9-14

12

Assam Schedule VII. Form No 132

HIGH COURT FORM NO. (J) 2

HEADING OF JUDGEMENT IN ORIGINAL SUIT/CASE

District : KAMRUP (METRO)

IN THE COURT OF CIVIL JUDGE , KAMRUP
(METRO), GUWAHATI.

Present : , A.J.S.

Monday, the 30th day of June, 2014

Title Suit No. 396/2005

Md. Tasadduk Hussain Plaintiff.

-Versus-

1. Md. Nazimul Islam
2. Sadyut Sandhan
3. Tulumoni Gogoi
4. Kasturika Buragohain
5. Nazrana Ahmed
6. Tul Islam
7. Dul Islam..... Defendants.

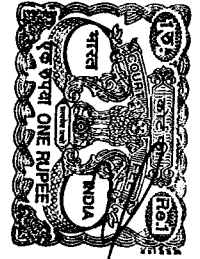


30-6-14

Civil Judge No. 2
Kamrup (Metro), Guwahati

This suit coming on for final hearing on 22.5.2014,
16.6.2014 in the presence of-

1. Sri Learned Counsel for Plaintiff



- 1. Sri
- 2. SriLearned Counsel for Defendants.



and having stood for consideration to this day, the Court delivered the following Judgement:

JUDGMENT

1. This is a suit filed by the plaintiff praying for declaration of his right, title, interest over the suit property and recovery of khas possession of the same along with compensation.

2. Plaintiff's suit for seeking the decree and relief are based upon the plaint version, in brief, is that an area of land measuring 91 bighas 2 katha 14 lechas covered by K.P Patta No. 1 (new) /46 (old) of Maidamgaon; apartaining to Beltola Mouza; originally belong to Md. Tazul Islam and Md. Tazmul Hussain (both since decesceased), son of Late Tayeb Ali and they were possessing their respective shares by paying land revenue though the land was mutated in the name of elder brother Md. Tazul Islam.

3. According to the plaintiff, due to default in payment revenue; the said plot of land was auctioned and consequently one Sri Annaram Baruah purchased the same. Plaintiff stated that thereafter said Annaram Barua, by executing a registered Deed of Sale; sold out 72 Bighas, 3 Kathas, 17 Lechas out of the above land to the pattadar, Md. Tazul Islam and said land was again mutated in the name of Md. Tazul Islam.

4. Plaintiff submitted that vide another deed of relinquishment Late Tazul Islam relinquished 52 Bighas, 4 Katha 6 Lecahs land in favour of his brother Tazmul Hussasin and accordingly Tazmul Hussain acquired absolute ownership of 52 Bighas 4 Katha 6 lechas of land, hereinafter referred to as Schedule 'A' land of the plaint.

5. Plaintiff averred that during his lifetime Tazmul Hussain gifted away 24 Bighas 2 Kathas 16 Lechas; the entire area Dag No. 24 out of 52



30.6.2014
Civ:
amrup (Metro) Guwahati



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Bighas 4 Katha 6 Lecha of his land; to the plaintiff by a Registered Deed No. 5026, dated 22.05.1972; hereinafter referred to as Schedule-B land of the plaint.



6. Plaintiff mentioned about acceptance of said gift and mutating his name in respect of the above land and also about selling out and relinquishing 11 Bighas 1 Katha 10 Lechas to various persons keeping 13 Bigha 1 Katha 1 Lechas under his possession.

7. Plaintiff, further, stated that he has got a farm house covering an area of 3 Bigha; as described in Schedule 'C' of the plaint; wherein he has constructed two Assam Type houses, four number of temporary houses with C.I. Sheet roofing which were assessed by the Gauhati Municipal Corporation allotting holding number to the plaintiff.

8. Plaintiff again stated that defendant No. 1 being the grandson of Late Tazul Islam and elder brother of father of the plaintiff; having no share of land in the said patta; encroached upon the land of the plaintiff and filed a frivolous suit wherein; on the basis of an interim order of injunction; also encroached upon another plot of land of the plaintiff measuring about 1 Katha contiguous to the suit land in respect of which, the plaintiff has initiated a Suit under Section 6 of the Specific Relief Act.



9. Plaintiff, furthermore, submitted that meanwhile, the defendant no.1 executed two sale deeds thereby fraudulently delivering possession of 1 Bigha 11 Lecha land for which the plaintiff was compelled to initiate T.S. No. 155 of 2002 and the defendant no.1 also fraudulently and dishonestly executed three number of Power-of-Attorney in favour of defendant no. 2 as well as defendant no.s 3 and 4 on the strength of which the said defendants have encroached upon the Schedule-C land of the plaint and also caused mental harassment and financial loss to the plaintiff from deriving and enjoying the usufruct of the land.

27.6.14

Civil Judge
Kamrup (Metro) Court

10. Hence the suit and the reliefs claimed as stated at the outset.

11. Defendant no.s 1 and 2 to 4 contested the suit by laying down written statements.



12. The defendants resisted the suit on various law points such as there is no cause of action, the suit is barred by limitation, the suit is bad for defect of parties, the suit is not maintainable and so on and so forth.

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13. Defendants denied the averments and the allegations of the plaintiff and, inter-alia, submitted that the plaintiff given incorrect boundary description of the suit land.

14. According to the contesting defendants, the original Pattadar of the entire suit patta was Late Dehi Ram Barman and after purchase made by Anna Ram Baruah in revenue auction, same had been sold to Late Tazul Islam and his name was also mutated in place of Late Anna Ram Baruah and at no point of time, Late Tazmul Hussain was owner of any portion of land thereof. The defendants stated that the alleged Deed of Relinquishment is a manufactured document and Late Tazmul Hussain had no power or authority to execute any Gift Deeds.

15. The defendant no.1 submitted about being one of the legal heir of Late Tazul Islam, he has absolute right along with the other legal heirs.

16. The defendant no.s 1 and 2 to 4 have prayed for dismissal of the suit.



17. During the pendency of the suit, after death of defendant no. 1, his legal heirs were substituted who also laid down their written statement refuting the claim of the plaintiff.



18. According to the substituted defendant no.s 5, 6, 7; the suit is bad for defect of parties since the plaintiff ought to have made the other legal heirs of Late Tazul Islam, Late Tazmul Hussain, Md. Saiful Islam, Md. Mahidul Islam, Md. Abidul Islam, Md. Udatur Islam and five daughters of Late Tazul Islam parties in this suit.

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Kamrup (Metro)

19. The defendant no.s 5, 6, 7 further stated that the defendant no.s 6 and 7 being minors, as per the Mohammedan law, the defendant no. 5 being the mother of the defendant no.s 6 and 7; is only the *de facto* guardian of them and as such while seeking relief against such minors, necessary permission ought to have been taken from the Hon'ble District Judge or from the Court under the Guardians and Wards Act and/or provision of C.P.C. by the plaintiff.

20. The defendant no.s 5, 6 and 7 also denied making any encroachment over any land of plaintiff by the defendant no.1 and prayed for dismissal of the suit.

21. Following issues were framed for the adjudication of the lis:-

Issues

- i) Whether the suit is maintainable in law?
- ii) Whether the suit is bad for mis-joinder and non-joinder of necessary parties?
- iii) Whether the plaintiff has right, title and interest in respect of C & D Schedule land?
- iv) Whether the plaintiff is entitled to a decree for recovery of khas possession in respect of C and D Schedule land?
- v) Whether the plaintiff is entitled to realise Rs. 2,43,600/- as mesne profit as prayed for?
- vi) Whether the Power-of-Attorney Deed No. 1191/05, 1190/05 and 11888/05 and Sale Deeds No. 8869/05 are null, void and liable to be cancelled?
- vii) Whether the plaintiff is entitled to a decree as prayed for?
- viii) To what other relief/reliefs the parties are entitled?



22. Plaintiff side adduced evidence by two witnesses and also exhibited documents.

23. Defendants side, on the other hand, adduced evidence through one witness.

24. Heard argument of learned counsel for both the sides. Perused and considered available materials.

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25. DECISION AND REASONS FOR DECISION.



a) Issue No.i

i) At the outset I have taken up the present issue "whether the suit is maintainable in law".

ii) Upon the case record, it appears that the substituted defendant no.s 5, 6 and 7 agitated that the suit is not maintainable since the defendant no.s 6 and 7 being minors, as per the Mohammedan law, the defendant no. 5 being the mother of the defendant no.s 6 and 7 is only the *de facto* guardian of them and as such while seeking relief against such minors, necessary permission ought to have been taken from the Hon'ble District Judge or from the Court under the Guardians and Wards Act and/or provision of C.P.C. by the plaintiff.



iii) During hearing Learned Counsel for the defendants side has also agitated the above aspect strenuously arguing that in view of such inertia and laches on the part of the plaintiff; in not taking steps vis-a-vis the minor defendants; the suit is not maintainable and liable to be dismissed.



iv) On the other hand, Learned Counsel for the plaintiff side tirelessly resisted the above submission highlighting, inter-alia, the defendant no. 5 being the mother of the defendant no. 6 and 7, the interest of defendant no. 6 and 7 has been sufficiently taken care of by her by filing written statement and defending the minors in as much as in this suit defendant no.s 6 and 7 are merely arrayed in that capacity and sued as such and as per the requirement of law as embodied under Order-XXXII C.P.C, the plaintiff has clearly mentioned about defendant no. 6 and 7 being represented by their mother in the amended cause title of the suit.

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Amrup (Metrol) Guwahati

v) I have given my earnest consideration to the submissions made by Learned Counsel for both the sides.

vi) Upon a plain reading of Mulla's "Principle of the Mohammedan law" [Nineteenth Edition], it appears that Section 359 deals with legal

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Property guardians of a Mohammedan minor and it appears that only father, executor appointed by the father's will, father's father and the executor appointed by the will of the father's father, are legal guardians of property. No other relation is entitled to be the guardian of the property of a minor as of right; not even the mother, brother or uncle but the father or the paternal grand-father of the minor may appoint the mother, brother or uncle or any other person as his executor or executrix of his will in which case they become legal guardian and have all the powers of the legal guardian as defined in Sections 362 and 366 of the above Principles.

vii) It is also settled proposition that the Court may also appoint any one of them as guardian of the property of the minor in which case they will have all the powers of a guardian appointed by the court, as stated in Sections 363 to 367. In Section 360, it is provided that in default of the legal guardians mentioned in Section 359, the duty of appointing the guardian for the protection and preservation of the minor's property rests on the Judge as representing the State. The Court may appoint any other person as guardian of the property of the minor and in doing so, the Court should be guided by all the powers in the circumstances to be for the welfare of the minor.

viii) In the present case in hand, defendant no.s 6 and 7 being minors are arrayed by the plaintiff on the death of defendant no. 1 as his legal heirs as the substituted defendants along with the defendant no. 5, admittedly their mother; where the mandate of Order-XXXII C.P.C.; which was specifically enacted to protect the interests of the minors; in my considered view; would be applicable.

ix) On a plain reading of aforesaid provision of law, it appears that mandate of Order-XXXII Rule-3 C.P.C. speaks about where a suit is instituted against a minor, the Court should appoint a *guardian ad litem* and Rule-4 of the above Order spell out the qualification of such *guardian ad litem*.

x) As per Rule-4 of the Order-XXXII C.P.C., any person who has attained majority and is of sound mind, may act as a next friend or guardian to the minor with a rider that his interest is not adverse to that of the minor.



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xi) Therefore, from a plain reading of the above provisions of law; it appears that a next friend need not necessarily be the "natural guardian" of the minor which is the crux point of the argument advanced; challenging the maintainability of the suit by the defendants and resisted by the plaintiffs.

xii) Thus the circumstances as afore-cited incorporated under Section 359 to Section 367 of Mohammedan law and the factum of the given situation, in my considered view are being different and next friend being not necessarily the natural guardian, when the plaintiff has arrayed the minor defendant no.s 6 and 7 as being represented by defendant no. 5, their mother, the Doctrine of Substantial Representation would come in to operation in as much as the defendant no. 5 laid down written statement for herself and for the minor defendant no.s 6 and 7; thereby representing and protecting the interest of the minors effectively.

xiii) Accordingly, I am of the mindful opinion that even without any formal appointment, their mother, that is defendant no.5, acting as the next friend of the minors in the present suit, no prejudice is caused to minor defendant no.s 6 and 7 and as such I find force in the submission of the Learned Counsel appearing for the plaintiff.

xiv) Situated thus this issue is decided in favour of the plaintiff and it is hereby held that the suit is maintainable.



Mo. 6. 2014



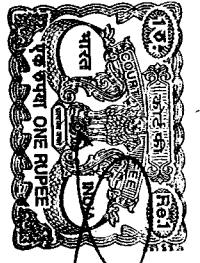
b) Issue No.iii

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Kamrup (Metro)

Proceeding further, now I intend to take up the issue no. iii, "whether the plaintiff has right, title and interest in respect of C & D Schedule land".

ii) Upon the rival pleadings, it appears that the plaintiff traced his source of title specifying about after purchase of land measuring 91 bighas 2 katha 14 lechas from auction sale, late Annaram Baruah; vide a registered Deed of Sale; sold out 72 Bighas, 3 Kathas, 17 Lechas out of the above land to Md. Tazul Islam and Md. Tazul Islam relinquished 52 Bighas, 4 Katha 6 Lecahs land, from the above area, in favour of his brother Tazmul Hussasin vide a Deed of Relinquishment and

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Accordingly Tazmul Hussain acquired absolute ownership of 52 Bighas 4 Katha 6 lechas of land, as described in Schedule-A of the plaint, and then Tazmul Hussain gifted away 24 Bighas 2 Kathas 16 Lechas; the entire area Dag No. 24 out of 52 Bighas 4 Katha 6 Lecha of his land; to the plaintiff by a Registered Deed No. 5026, dated 22.05.1972 which is the suit land as described in Schedule-C, whereas the suit Schedule-D land also incorporating a portion of above land.

ii) Per contra, the stand of the contesting defendants is that alleged Deed of Relinquishment is a manufactured document and Late Tazmul Hussain had no power or authority to execute any Gift Deeds and accordingly the question passing of title to the plaintiff by the Gift Deeds does not arise.

iii) The contesting defendants, further, as is evident from their pleading, agitated about the description of suit land given by plaintiff as incorrect.

iv) Now, in considering the rival contentions, upon the testimony of P.W.1, the plaintiff Md. Tassaduk Hussain, it appears that in the examination-in-chief, the P.W.1 has re-iterated the version elaborated in the plaint and the P.W.2, Md. Masrur Hussain, likewise, in the examination-in-chief, reverberated the statement made by P.W.1 in his examination-in-Chief.

v) On the other hand the defendant side has adduced evidence through D.W.1, Dr. Nazrana Ahmed, who has; in her evidence; mainly concentrated in denying the claim of the plaintiff challenging the validity of Relinquishment Deed as well as Gift Deeds.

vi) Therefore, upon the above rival contentions, it appears that two pertinent questions in respect to this issue warrant answer; namely;



M.B. 22/11

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a) Whether vide the above Relinquishment Deed, title over Schedule-A land passed to the plaintiff; and

b) whether the Relinquishment Deed, marked as Ext-3 is a forged document or not.

vii) In the Black's Law Dictionary, the word "release" is defined as liberation, discharge or setting free from restraint or confinement. The relinquishment, concession or giving up of a right, claim, or privilege, by



the person in whom it exits or to whom it accrues, to the person against whom it might have been demanded or enforced.

viii) In De'Souza's Conveyancing , it has been mentioned that "a deed of release does not create title. A release may be drafted in the same form as a deed of transfer or simply as a deed of poll or a deed to which both parties may join stating the circumstances under which the release is based.



Either the monetary consideration or the promises, i.e., facts in consideration of which the release is made shall be stated."

ix) In the decided case of Provident Investment Co. Vs. Commissioner of Income Tax; published AIR 1954 Bombay 95, it was held that, "relinquishment means giving up one's rights or interests. Its effect is extinction of one's right in a property; there is no intention that the person relinquishing his interest is conveying that interest in favour of another person. Relinquishment is therefore, not a transfer of property. Moreover, since relinquishment connotes the extinction of a right therefore, there is nothing left to transfer so that it may amount to a transfer of property as defined under Section 5 of the Act."



x) It is the settled proposition that the essential of a valid release constitute as follows:



- a) Full recitals of the origin of the claim, which forms the most important part;
- b) knowledge of the releaser about the claim, intended to be released;
- c) words and expressions sufficiently clear to convey the intention of the releaser to discharge the right or the claim.

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Thus it crystallizes that a deed of release for a consideration is a transaction and the particulars of consideration and other particulars which are required to be averred in the deed being essential elements thereof.

xii) In (1967) 1 SCR 275, in Kuppuswamy Chettiar Vs. A.S.P.A. Arumugum Chettiar and another, the Hon'ble Supreme Court has been pleased to observe that the renunciation in the Indian context may be for consideration or may not for consideration in the following terms;

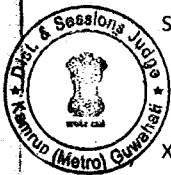
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"In the present case, the release is without any consideration. But property may be transferred without consideration. Such a transfer is a gift. Under Section 123 of the Transfer of Property Act, 1882, a gift may be effected by a registered instrument signed by or on behalf of the donor and attested by at least two witnesses. Consequently, a registered instrument releasing the right, title, interest of the releasor without consideration may operate as a transfer by way of gift, if the document clearly shows that an intention to effect the transfer and is signed by or on behalf of the releasor and attested by at least two witnesses".



xiii) In another case published in AIR 1977 Madras 10, the Hon'ble Madras High Court, inter-alia, observed that, ".....for a release in law, may be effected either for consideration or for no consideration. In either case, if the transaction operates as a relinquishment or renunciation of a claim by one person against another or against a specified property, it will be a release."

(emphasis produced)



xiv) In this context, when we read the mandate of Section 25 of the Indian Contract Act, it appears that same speaks about, "agreement without consideration is void, unless it is in writing and registered, or is a promise to compensate for something done, or is a promise to pay a debt barred by limitation law".



xv) Thus, it appears that the Section 25 of the Contract Act contains some exceptions, namely, a) if it is in writing; b) is it is registered and c) if the same has been executed on account of love and affection.

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xvi) Now, upon the recital of Ext-3, it appears that though the parties are near relative, i.e., brothers, but the recital is conspicuously absent for what consideration Md. Tazul Islam relinquished 52 Bighas, 4 Katha 6 Lecahs land, in favour of his brother Tazmul Hussasin vide Ext-3, Deed of Relinquishment.

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xvii) Upon the testimony, it is evident that Md. Tazul Islam had sons and daughters and therefore, when the defendants challenged the relinquishment Deed Ext-3 as being forged one, a question naturally crop up why Md. Tazul Islam had executed the Deed of Relinquishment in favour of Tazmul Hussain and in absence of any consideration being

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embodied in Ext-3, it appears that the transaction lacks transparency as the plaintiff ought to have proved that out of what consideration, Md. Tazul Islam had executed the Ext-3, Relinquishment Deed in favour of Tazmul Hussain, in order to trace passing of title, which is not the case.

xviii) More-so, there is also no effort initiated by the plaintiff side to prove the execution of Ext-3 document by Md. Tazul Islam as the presumption under mandate of Section 90 of the Evidence Act as regard a thirty years old document being discretionary and not compulsory, in the backdrop of challenge made by the defendants as to the genuineness of the execution of Ext-3, the plaintiff cannot take shelter under said provision of law.

xix) In the heels of above, it is hereby held that vide Ext-3 passing of title of the land shown to be contained therein remained as being not proved and as such the decision of this issue goes against the plaintiff.

xx) Thus, decision of this issue goes against the plaintiff.



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c) Issue No. iv, v and vi

In the backdrop of negative decision in issue no. iii, wherein it is found that vide Ext-3, no title passed to Tazmul Hussain from Md. Tazul Islam.

ii) Therefore, in natural corollary the decision in issue no. iv., "whether the plaintiff is entitled to a decree for recovery of khas possession in respect of C and D Schedule land", issue no. v., "whether the plaintiff is entitled to realise Rs. 2,43,600/- as mesne profit as prayed for" and issue no. vi., "whether the Power-of-Attorney Deed No. 1191/05, 1190/05 and 11888/05 and Sale Deeds No. 8869/05 are null, void and liable to be cancelled" are all lies against the plaintiff.

iii) Thus these issues are answered against the plaintiff.



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d) Issue No.ii

- i) In the backdrop of facts and circumstances of this case, the plaintiff ought to have impleaded all the legal heirs of late Md. Tazul Islam who are necessary parties in this suit for complete and effective adjudication of this suit as the plaintiff claimed to have deriving of title form him which is not the case.
- ii) Accordingly, the suit is also bad for non-joinder of necessary parties and decision of this issue goes against the plaintiff.



e) Issue No. vii and viii

- i) In the heels of negative decision in issue no.s ii, iii, iv, v, vi, hereinabove, in natural consequences the plaintiff is not entitled to the decree and relief as prayed for.
- ii) The decision of both these issues thus lies against the plaintiff.



26. ORDER

- i) In result, the suit of the plaintiff is dismissed on contest. Considering surrounding facts and circumstances, the parties are left to bear their own costs.
- ii) Prepare a decree accordingly within fifteen days.
- iii) Given under the hand and seal of this Court on this the 30th day of June, 2014, at Guwahati.

Civil Judge No.2

Kamrup (Metro),Guwahati.

-13- Civil Judge No-2
Kamrup (Metro) Guwahati

27.APPENDIXA. Plaintiff's witness:-

P.W.1 : Tasadduk Hussain;

P.W.2 : Masrur Hussain.

B. Plaintiff's exhibit:-

Ext-1 : Sale Deed No. 5365, dated 27.7.1957;

Ext-2 : Order dated 26.7.1968 passed in Mutation Case No.363/1967-68;

Ext-3 : Copy of Relinquishment Deed No. 8385, dated 8.11.1971;

Ext-4 : Copy of Mutation Order;

Ext-5 : Gift Deed No. 5026, dated 22.5.1972;

Ext-6 : Copy of Mutation Order dated 3.8.1973;

Ext-7 : Copy of Jamabandi;

Ext-8 : Copy of Notice;

Ext-9 : Tax Payment Receipts;

Ext-10(1) to 10(5) : Tax payment Receipts;

Ext-11(1) to 11(2) : Electricity Bill Payment Receipts;

Ext-12 : Notice as regard Telephone Connection;

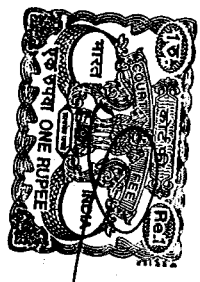
Ext-13 : Copy of Plaintiff of T.S. No. 34 of 2000;

Ext-15 : Copy of Writ Petition WP(C) No. 4518, dated 18.11.2003;

Ext-16 : Certified Copy of T.S. No.275 of 2000;



20.6.2014
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- Ext-17: Copy of T.S. No. 155 of 2002;
- Ext-18 : Power-of-Attorney No. 1191/2005;
- Ext-19 : Power-of-Attorney No. 1190/2005;
- Ext-20 : Power-of-Attorney No. 1188/2005;
- Ext-21: Sale Deed No. 8869/05;
- Ext-22 : Sale Deed No. 10618/05;
- Ext-23 : Sale Deed No. 11190/05;
- Ext-24 : Copy of Application dated 11.4.2005;
- Ext-25 : Copy of Notice dated 1.4.2005;
- Ext-26 : Copy of application dated 14.3.2005.

C. Defendants' witness:-

D.W.1 : Dr. Nazrana Ahmed.

D. Defendants' Exhibits:

Nil.



Dictated and corrected

by me

20.6.2014
Civil Judge No.2

20.6.2014
Civil Judge No.2

Kamrup (metro), Guwahati.

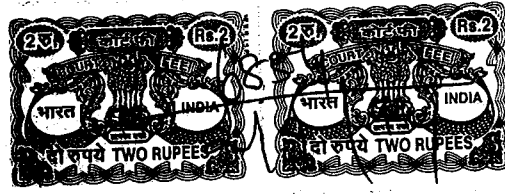
Kamrup (Metro), Guwahati.

Civil Judge No. 2
Kamrup (Metro), Guwahati

Arpan Das
2-9-14
Comparing Assistant
Office of the District & Sessions Judge
Kamrup (Metro) Guwahati

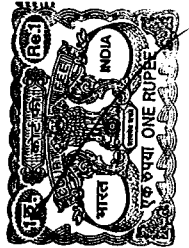
Certified to be True Copy

Umasmita Das
Sudhakar 2/9/14
District & Sessions Judge
Kamrup (Metro) Guwahati



Date of application for the copy	Date fixed for notifying the requisite number of stamps and folios	Date of delivery of the requisite stamps and folios	Date on which the copy was ready for delivery	Date of making over the copy to the applicant
1/7/14	29/8/14	21/9/14	21/9/14	2-9-14

HIGH COURT FORM NO(J) 25
DECREE IN ORIGINAL SUIT



DISTRICT:- Kamrup.

In the Court of Civil Judge No.2, Kamrup(M)

Title Suit No. 396 of 2005

Md. Tasadduk Hussain @ Joseph , son of late Tozmul Hussain, Resident of Col. 1, Ali Road, Lakhtokia, Panbazar, Guwahati-1, Dist- Kamrup, AssamPlaintiff

-Versus-

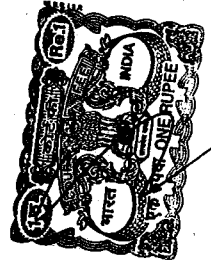


1. Md. Nazimul Islam S/O Late Sirajul Islam R/o Sahebtila , Bye lane In. of Mother Teresa Road (Zoo Narengi Road) Ghy-21, Dist- Kamrup, Assam.
2. Sri Sadyut Sandhan S/O late Indibor Gogoi R/O Near Birla Factory, P.O- Bonga Khelang, Diphu, Dist- Karbi Anglog
3. Smti. Tulumoni Gogoi, W/O Purnanda Gogoi R/O Dharammala Town, P.O Bonga Khelang, Diphu, Dist- Karbi Anglong-60
4. Smti. Kasturika Buragohain W/O Bimal Buragohain R/O Dharammala Town (Near Dipchand Building) P.O & P.S- Diphu Dist- Karbi Anglong, Pin- 782400
5. Nazrana Ahmed
6. Tul Islam
7. Dul Islam

.....Defendant

CLAIM for:- declaration of right, title and interest for recovery of khas para land, compensation, mesno profit and for permanent injunction

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SCHEDULE - 'A'

Land measuring 3 (three) Bighas 9 (nine) Kathas 3 (three) Lechas in Dag No. 293 (new)/ 275 (old), 3 (three) Bighas 19 (nineteen) Lechas in Dag No. 300 (new)/ 304 (old), 1 (one) Bigha 9 (nine) Kathas 19 (nineteen) Lechas in Dag No. 301 (new)/ 305 (old), 1 (One) Bigha 2 (two) Kathas 16(sixteen) Lechas in Dag No. 305 (new)/ 307 (old), 1 (one) Bigha 1 (one) Katha 2 (two) Lechas in Dag No. 423 (new)/ 308 (old), 24 (twenty-four) Bighas 2 (two) Kathas 16 (sixteen) Lechas in Dag No. 224 (new)/ 409 (old), 1 (one) Bigha 12 (twelve) Lechas in Dag No. 285 (new)/ 420 (old), 12(twelve) Bighas 4 (four) Kathas 19 (nineteen) Lechas in Dag No. 303(new)/ 410 (old) totalling 52 (fifty-two) Bighas 4 (four) Kathas 6(six) Lechas of Kheraj Periodic Patta No. 1 (new)/ 46 (old) situated at village Maidamgaon under Beltola Mouza in the district of Kamrup

SCHEDULE - 'B'

Land measuring 24 (twenty-four) Bighas 2 (two) Kathas 16 (sixteen) Lechas in Dag No. 224(new)/ 409(old) of Kheraj Periodic Patta No. 1(new) 46 (old) situated at village Maidamgaon under Beltola Mouza being part of Schedule "A".



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- SCHEDULE - 'C'

Land measuring 3 (three) Bighas being part of Dag No. 224 (new) of Kheraj Periodic Patta No. 1 (new) situated at Village Maidamgaon, Mouza Beltola, being part of Schedule "B" together with following houses, structures and a fishery -

- i) 2 (two) nos. of Assam Type houses with C.I. Sheeted roofs.
- ii) 4 (four) nos. of temporary houses with C.I. Sheeted roof consisting of 7 (seven) rooms.
- iii) 3 (three) nos. of cow sheds with C.I. sheeted roof.
- iv) 1 (one) Motor garage with C.I. sheeted roof.
- v) 1 (one) Poultry house with C.I. sheeted roof.
- vi) 1 (one) Granary with 20 (twenty) quintals of paddy with C.I. Sheeted roofs.
- vii) 1 (one) Fishery measuring about 115' feet X 70' feet.

The aforesaid houses having electric connection from Assam State Electricity Board (A.S.E.B.) with a telephone connection bearing no. 2269789 in the name of the plaintiff. The entire property is assessed as Holding no. 4225 of Ward no. 58 of Guwahati Municipal Corporation situated by the side of Bishnu Rabha Path of Maidamgaon under Baisistha Police Station.

All the aforesaid houses, structures, fishery are bounded as follows-

- | | | |
|--------------|---|---|
| On the North | : | A multistoried building named "Joydol Apartment" |
| On the South | : | Land and houses of Md. Tafazzul Hussain |
| On the East | : | Remaining land of Dag no. 224 as described in Schedule "D" below under occupation of Defendant nos. 2, 3 and 4. |
| On the West | : | Land and houses of Akshya Baruah, Tafazzul Hussain and others with approach road of plaintiff. |



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SCHEDULE - 'D'

Land measuring 1(one) Bigha 1(one) Katha 10(ten) Lechas in Dag No. 224 of Kheraj Periodic Patta No. 1 (new) situated at Village Maidamgaon, Mouza Beltola, being part of Schedule "B" together with Ekchali houses constructed by defendant nos. 2, 3 and 4. The aforesaid land is bounded by -

- On the North : Bishnu Rabha Path (Bhetapara Road)
- On the South : Other vacant land of Dag no. 224 being part of Schedule "B"
- On the East : 12' feet wide bye-lane situated on Dag no. 224 provided by the plaintiff in his father's name.
- On the West : Multistoried building called "Joydol Apartment" and Schedule "C" land.

SCHEDULE - 'E'

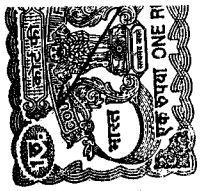
- (i) Registered Deed of Power of attorney bearing no. 1191 dated 28.02.2005 of the Guwahati Sub-Registry executed by defendant no. 1 in favour of defendant no. 2 in respect of 2 Kathas 10 Lechas of land in Dag no. 224 of Kheraj Periodic Patta No. 1 (new) situated at Village Maidamgaon, Mouza Beltola, District Kamrup.
- (ii) Registered Deed of Power of attorney bearing no. 1190 dated 28.02.2005 of the Guwahati Sub-Registry executed by defendant no. 1 in favour of defendant no. 3 in respect of 2 Kathas of land in Dag no. 224 of Kheraj Periodic Patta No. 1 (new) situated at Village Maidamgaon, Mouza Beltola, District Kamrup.
- (iii) Registered Deed of Power of attorney bearing no. 1188 dated 28.02.2005 of the Guwahati Sub-Registry executed by defendant no. 1 in favour of defendant no. 4 in respect of 2 Kathas of land in Dag no. 224 of Kheraj Periodic Patta No. 1 (new) situated at Village Maidamgaon, Mouza Beltola, District Kamrup.



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SCHEDULE - 'G'

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Loss on account of destruction of -

i)	12 nos. Jersey cows @ Rs. 20,000/- per cow-	Rs. 2,40,000/-
ii)	30 nos. of hen @ Rs. 100/- per hen	Rs. 3,000/-
iii)	20 nos. of ducks @ Rs. 100/- per duck	Rs. 2,000/-
iv)	Fish @ Rs. 5,000/-	Rs. 5,000/-
v)	Sawn Timber and C.I. sheets (8 bundles)	Rs. 20,000/-
vi)	House hold furnitures, utensils items like sofa set, chair, table, Pallang, fan, refrigerator, T.V. and other electrical fittings and crockeries etc.	Rs. 1,00,000/-
vii)	One Kirloskar pump set of 5 Horse Power	Rs. 10,000/-
viii)	80 nos. of R.C.C pillars @ Rs. 100/- per pillar-	Rs. 8,000/-
ix)	Mental agony, physical set back and humiliation etc.	Rs. 5,00,000/-
x)	Other expenses in connection with the case and court expenses etc.	Rs. 1,00,000/-

Total - Rs. 9,88,000/-

(Rupees Nine lakhs eighty eight thousand)



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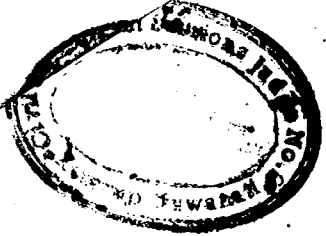
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Tasadduk Hussain

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IN THE COURT OF THE CIVIL JUDGE (SENIOR DIVISION) NO.2

KAMRUP : GUWAHATI



TITLE SUIT NO 396/2005

Md. Tasadduk Hussain @ Joseph,
Son of Late Tozmul Hussain,
Resident of Col. J. Ali Road, Lakhtokia,
Panbazar, Guwahati-781001.
District-Kamrup, Assam

.... Plaintiff

- Vs -

1. Md. Nazimul Hlam,
Son of Late Sirajul Islam,
Resident of Sahebtila, Bye Lane No. 4
Mother Terasa Road (Zoo Narengi Road)
Guwahati-21, Dist. Kamrup, Assam.
2. Sri Sadgut Sandhan
Son of Late Indibor Gogoi,
Resident of Near Birla Factory,
P.O. Rang Khelang, Diphu,
Dist. Karbi Anglong, Pin-782460
3. Smti. Tulumoni Gogoi,
Wife of Sri Purnananda Gogoi
P.O. & P.S. Diphu,
Dist. Karbi Anglong, Pin-782460

*Copy enclosed.
Received
Mr. Justice
Dipak
18/3/10*

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Contd...2

Tasadduk Hussain

4. Smti. Kasturika Buragohain,
 Wife of Bimal Buragohain,
 R/o. Dharamnala Town (Near Dip
 Chand Building), P.O. & P.S. Diphu,
 Dist. Karbi Anglong, Pin-782460.

... Defendants

Suit for declaration of right, title and
 interest, for recovery of khas possession,
 compensation, mense profit and for permanent
 injunction.

Suit valued at Rs. 17,83,600/- for the
 purpose of jurisdiction, injunction is valued
 at Rs. 100/- court fee of Rs. 22/- for decla-
 ration Rs. 11/- for injunction and maximum
 court fee of Rs. 11,000/- totalling Rs. 11,033/-
 is paid herewith.

The plaintiff abovenamed -

MOST RESPECTFULLY SHEWETH :

1. That land measuring 91 Bighas 2 kathas 14 lchas covered
 by K.P.Patta No.1 (New) /46 (Old) of village Maidamgaon in Beltola
 Mouza in the district of Kamrup, originally belonged to Md. Tazul
 Islam and Md. Tazmul Hussain (both since deceased), both sons of
 Late Tayab Ali and both of them were in occupation of their

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respective share of land by paying land revenue, but the land was mutated in the name of elder brother Md. Tazul Islam.

2. That due to default in payment of revenue the said plot of land was put to auction sale by the Collector, Kamrup in Case No. 12/29/(50-51) and the said land was purchased by one Sri Annam Ram Baruah (since deceased).

3. That the auction purchaser Late Anna Ram Baruah had friendly terms with the pattadar Late Tazul Islam and his brother Late Tazul Hussain and ultimately said Anna Ram Baruah, by executing a registered Deed of Sale returned back the 72 Bighas 3 kathas 17 lechas land to the pattadars, which was again mutated in the name of Md. Tazul Islam in Mutation case No. K.P. 300/08 -08 he being eldest brother.

4. That by another deed of relinquishment Late Tazul Islam relinquished 52 Bighas 4 kathas 6 lechas land in favour of his brother Tazmul Hussain and thereby Late Tazmul Hussain became the absolute owner of the said 52 bighas 4 katas 6 lechas of land which is fully described in schedule-'A' of the plaint.

5. That during his life time Late Tazmul Hussain gifted away 24 Bighas 2 kathas 16 lechas the entire area of Dag No. 224 out of 52 bighas 4 kathas 6 lechas of his land to the plaintiff by a registered deed No. 5026 dtd. 22.5.72 which is fully described in schedule- B at the plaint, the plaintiff.

Tasadduk Hussain

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accepted the gift and ultimately got his name mutated in respect of 24 bighas 2 kathas 16 lechas in mutation case No.2085/1-12 on 3.8.1973.

Jasadduk Ansen

6. That the plaintiff who has been in occupation of the 'B' scheduled land sold and relinquished 11 bighas 1 katha 10 lechas to various persons keeping 13 bighas 1 kathas 1 lechas under his possession .The plaintiff raised a farm house covering an area of 3 (three) bighas wherein he constructed 2(Two) Assam Type houses, 4(four) nos.of temporary houses with C.I.Sheet roof consisting of 7 rooms which were all assessed to tax by the Guwahati Municipal Corporation as holding No.4225 of Ward No. 58(New/34(Old)of the G.M.C.The plaintiff obtained electric connection and telephone connection in ~~his~~ his own name.In addition to the said houses,the plaintiff also constructed 3 nos of cowsheds in which the kept 12 Nos.of Jersey cows.There were also some other materials belonging to the plaintiff,such as C.I. sheets.Timber of various sizes (Old and new) etc.which he kept stored there for future use.The plaintiff had also a fishery measuring 115'ft x 70 ft.in the middle of the said plot of land in which he reared varieties of fishes,Besides those the plaintiff had also a poultry farm with about 30 Nos.of layers and 20 Nos. ~~and~~ of ducks and also a Granary where he had about 20 quintals of paddy stored.Apart from this the plaintiff earned about Rs. 7,000/- per month from various tenants occupying the premises belonging to the plaintiff.This entire area of land covering 3 bithas together with the houses and structures described above

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Yas ardduk Husen

have been fully described in the schedule 'C' of the plaint.

7. That the defendant No.1 is the grandson of Late Tazul Islam and elder brother of plaintiff's father having no share of land in the said patta as their share of land were sold out by his grand father long back and as per the order of the Assistant Settlement officer, Guwahati dated 16.12.2003 passed in the Misc. Case No.42/02-03 the defendant No.1 does not have any land in the entire patta No.1 of village Maidamgaon in Beltola Mouza.

8. That the defendant No.1 is a greedy man and taking advantage of the simplicity and peace loving nature of the plaintiff, the defendant No.1 started illegally encroaching upon the plaintiff's land. The defendant No.1 filed a false suit against the present plaintiff by making false and frivolous statements seeking declaration of his right, title and interest over a portion of land measuring 3 bighas 1 kathas covered by Dag No.224 of K.P. Patta No.1 knowing fully well that he had no right, title, interest or possession over any portion of any land of Dag No.224.

9. That the said Title suit which was registered as Title suit No.34 of 2000 is still pending in the court of learned Civil judge (Senior Division) No.1 at Guwahati and taking advantage of an interim order passed in Misc. Case No.23 of 2000 arising out of the said suit, the defendant No.1 forcibly and illegally encroached upon the 'C' Schedule land of the plaintiff, which was not the subject matter of Title suit No.34 of 2000.

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Iasadduk Hossain

10. That the plaintiff approached the trial court intimating the illegal action of the defendant No.1 and prayed for proper demarcation of the suit land with the help of competent Revenue Staff. The learned trial court did not pay any heed to the said prayer and directed the police to implement the said court's order of temporary injunction on the prayer of the present defendant No.1. The police also intimated the court that without proper demarcation of the suit land it would not be possible for them to identify the same for implementation of the court's order but the learned trial court rejected the prayer of the police for demarcation of the land against which the plaintiff had to approach the Hon'ble Gauhati High Court with a writ application being W.P.(C) No.4518 of 2003 to quash the order of the trial court passed on 16.1.2003 and 10.3.2003 whereby the trial court directed the present defendant No.1 to maintain status-quo with the help of police in respect of the suit property and after hearing the parties the Hon'ble High court asked the parties to appear before the learned District Judge, Kamrup, Guwahati to get the case transferred to any other appropriate court to obtain necessary order in that regard. The Hon'ble High court also directed both the parties to maintain status-quo over the suit land and the matter is now pending in the court of the Civil judge (Senior Division) No.1 at Guwahati.

cds

11. That prior to this the defendant No.1 obtained an interim order of injunction in his said Title suit No.34 of 2000 against the

present plaintiff and taking advantage of said interim order of injunction, the defendant No.1 encroached another plot of plaintiffs land measuring about 1 katha contiguous to the suit land described in title suit No.34 of 2000, for which the plaintiff had to file a suit against the defendant No.1 under section 6 of the specific relief Act in respect of the said 1 katha of land. The said suit is registered as Title suit No.275 of 2000 and is pending in the court of the learned Civil judge (Senior division) No.2 at Guwahati.

12. That meanwhile the defendant No.1 executed two sale deeds, showing sell of 1 bigha 11 lechas of land covered by Dag No.218 of K.P.Patta No.6 and Dag No.434 of K.P.Patta No.58 to one Sri Bineswar Pegu. But the defendant No.1 fraudulently delivered possession of plaintiffs 1 Bigha 11 lechas of land in Dag No.224 of K.P.Patta No.1 which belongs to the plaintiff to said Bineswar Pegu. When the plaintiff found that the said Bineswar Pegu started earth filling, raising temporary construction upon the plaintiff's land, the plaintiff had to institute another Title suit being title suit No.155 of 2002 against the said Bineswar Pegu and the present defendant No.1 for declaration of right, title and interest and for recovery of Khas possession by evicting the defendants from the said land.

13. That the defendant No.1 is a habitual land grabber and there are several other cases filed by various other people against him which are pending in various courts.

Yaseuddin Anwar

14. That while the Title suit No.34 of 2000 filed by the defendant No.1 was still pending for disposal, the said defendant No.1 fraudulently and dishonestly executed 3 (Three) deeds of power of Attorney in favour of defendant No.2 in respect of 2 kathas 10 lechas and for 2 kathas each in favour of defendant Nos.3 and 4, totaling 1 bigha 1 katha 10 lechase in Dag No.224 of K.P.Patta No.1. As the defendant No.1 has no manner of right, title or authority over the land covered by Dag No.224 of K.P.Patta No.1 the action of the said defendant No.1 executing those powers of attorney is absolutely illegal and those powers of attorney are not binding on the plaintiff.

15. That on the strength of the said illegal deeds of power of attorney the defendant Nos.2, 3 and 4 illegally entered upon a plot of land measuring 1(one) bigha 1(One), katha 10 (Ten) lechas and illegally started earth filling and also raised two temporary Ek-chali house by the defendant Nos.2,3 and 4. The plot of land measuring 1 bigha 1 katha 10 lechas illegally occupied by the defendant Nos.2, 3 and 4 on the strength of those 3(three) deeds of power of attorney which have been fully described in the schedule-C of the plaint. The ~~particulars~~ particulars of the three power of attorneys mentioned above are given in the schedule-E of the plaint.

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16. That on getting information about the trespass on the land and about the illegal earth filling upon the land of Schedule -D the plaintiff went to the land on 5.4.2004 and found

all the defendant Nos.1 to 4 and their hired man on the spot. When the plaintiff objected to their illegal action, the plaintiff was threatened with dire consequences by the defendants and their accomplices, Out of fear of bodily assault the plaintiff had to lodge an F.I.R. with the basistha Police station, Guwahati, but due to reasons unknown to the plaintiff, the police did not take any action against the defendants on the said F.I.R. in the meantime, the defendant Nos.2 to 4 had covered the plot of ~~xxx~~ 1 bigha 1 katha 10 lechas of land by means of Tarza fencing around the land.

17. That finding no alternative, the plaintiff has been compelled to file this suit against the defendant No.1 for declaration of plaintiffs right, title and interest over the plot of land measuring 3 bighas together with the houses and structures described in schedule C of the plaint and also for ejectment of the defendant No.1 from the schedule-C land. The plaintiff also has prayed for a decree for recovery of Rs. 21,31,600/- as damage and compensation against the defendant No.1 for his illegal use and occupation of the ~~xxx~~ 'C' schedule land and houses. The details of claim on account of mesne profit, damages and compensation have been given in schedule-F and Schedule-G below, which may be treated as a part of the plaint.

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18. That the plaintiff who was having 12 members of jersey cows and a running poultry farm with about 30 cocks and hen and about 20 numbers of ducks and a fishery with various fishes,

garden with groves of bamboos, betel nut, coconut, fruit and other valuable trees from which the plaintiff used to earn about Rs. 1,00,000/- (Rupees One lacks) only per year over and above he has been deprived of the house rent amounting to Rs. 44,000/- (Rupees Forty four thousand) only per year due to illegal occupation of the suit premises described in schedule-C by the defendant No.1. The plaintiff has suffered financial loss during the last 3 years totalling Rs. 2,43,600/- apart from mental agony and physical set back with humiliation in the society. The plaintiff is therefore entitled to recover the aforesaid amount from the defendant No.1 as mesne profit, the details of which are given in schedule-F to the plaint. Apart from the recurring loss suffered by the plaintiff year to year, he had also incurred heavy loss on account of complete missing of the livestock and other sources of income as described in schedule-G of the plaint due to lack of proper maintenance of the farm by the defendant No.1 and due to his gross malicious and illegal acts.

Jas Belduk Hussain

19. That the mental agony and physical set back and suffering and also other humiliation suffered by the plaintiff though cannot be assessed in terms of money, the plaintiff has claimed a sum of Rs. 5,00,000/- (Rupees five lacks) only from the defendant No.1 and due to his illegal action mentioned above the plaintiff had to undergo the said sufferings and physical tension etc.

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Jasadduk Hussain

20- That the plaintiff also seeks redress and prayed for decree against the defendants declaring that the defendant No.1 has no lawful authority to execute the deeds of power of attorney in favour of the defendant No.2,3 and 4 in respect of land covered by Dag No. 224 of K.P.Patta No.1 as described in the schedule 'D' of the plaint and also for a declaration that the defendant Nos.2,3, and 4 cannot acquire any right to occupy any part of the land of Dag No.224, therefore the action of the defendant Nos.2 to 4 of occupying 1 (One) bigha 1 (One) katha 10 (Ten) 1 chas of land as described in schedule -D to the plaint is absolutely illegal. Therefore, the plaintiff claims to be entitled to a decree for recovery of khas possession of the land described in schedule-D to the plaint by removing the defendant Nos.2 to 4 their agents, servants, assigns, etc. and also removing any structure illegally rasisd by the defendant No.2 to 4 on the said land of schedule-D.

21. Tjat as the defendant No.1 has or had no right, title or possession over any part of Dag No.224 of K.P.Patta No.1 of village Maidamgaon under Beltola Mouza in the district of Kamrup, therefore he had not right to edecute any power of attorney in favour of any of the defendants No.2 to 4 in respect of any land of the aforesaid Dag .But the defendant No.1 in a most illegal manner to cause wrongful loss to the plaintiff, had executed 3 (Three) registered deeds of power of attorney bearing Nos.1191 of 2005

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Masoodul Hussain

dated 28.2.2005, 1190 of 2005 dated 28.2.2005 and 1188 of 2005 dated 28.2.2005 before Sub-Registrar, Guwahati in favour of the defendant Nos. 2, 3 and 4 respectively. The aforesaid three Deeds of power of attorney have been made fully described in schedule E to the plaint and under the law and equity the plaintiff claims to be entitled to a decree from this Hon'ble court to the effect that those three registered Deeds of power of attorney as described in schedule-E to the plaint are null and void, and not binding on the plaintiff and liable to be cancelled.

- 21. (A) That during pendency of the suit the plaintiff/petitioner has come to know in the month of May, 2007 that the Defendant No. 1 has already executed a deed of sale in favour of Defendant No. 2 in respect of ^{2 kathas} 10 lechas of land vide registered Deed No. 8869/05.
- (B) That defendant No. 1 has fraudulently and illegally executed the said sale deed No. 8869/05 which is also required to be cancelled by this Hon'ble court.
- (C) That during pendency of the suit the petitioner has come to know in the month of September, 08, that the opposite party/defendant No. 1 has already executed 2 (two) sale deeds in favour of the Defendant No. 3 and 4 in respect of 4 kathas of land vide registered Deed No. 10618/05 and 11190/05 respectively.

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Sarsaddduk Hussain

D) That the defendant No.1 has fraudulently and illegally executed the sale deeds No.10618/05 and 11190/05 respectively which are required to be cancelled by this Hon'ble court.

22. That as none of the defendant Nos.1 to 4 has got any manner of right, title or authority over any part of the suit land described in schedule -B to the plaint, therefore, the plaintiff is entitled to a decree of permanent injunction restraining each of the defendant Nos.1 to 4 their agents, servants, assigns, etc. from interfering in any manner the plaintiffs possession over the suit land described in schedule-C and 'D' to the plaint.

23. That the cause of action for the suit arose on 12.12.02 when the defendant No.1 forcefully entered into the 'C' schedule land and houses with the help of police taking advantage of temporary injunction obtained on 16.7.2002 in Misc. Case No.23 of 2000 arising out to title suit No.34 of 2000 filed by the defendant No.1 against the present plaintiff, on 04-04-2002 when the defendant Nos.2,3 and 4 illegally occupied the land described in schedule 'D' to the plaint, on 05.04.2004 when the plaintiff was threatened by the defendants No.1 to 4 with dire consequences when objected to their illegal ~~and~~ action and on 28.02.2005 when the plaintiff illegally and dishonestly executed the registered Deeds of power of attorney as described in schedule -E to the plaint and on various other dates within the jurisdic-

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ion of this Hon'ble court.

24. That the suit is valued at Rs. 5,40,000/- value of land measuring 2 K 10 lechas plus Rs. 10,00,000/- being the value of 4 kathas of land alongwith the Messa Profit of Rs. 2,43,600/- for the purpose of jurisdiction and injunction is valued at Rs. 100/- and court fee of Rs. 22/- for declaration and Rs. 11/- for injunction and maximum court fee of Rs. 11,000/- for damages and compensation, totalling Rs. 11,033/- is paid herewith.

Inseaduk Hussain

It is, therefore, prayed that your Honour would be pleased to pass -

- i) A decree declaring right, title and interest of the plaintiff in respect of the suit property consisting of land and houses described in schedule 'C' of the plaint and recovery of khas possession of the said property by evicting the defendant No.1 therefrom ;
- ii) A decree declaring right, title and interest of the plaintiff in respect of land measuring 1 bigha 1 katha 10 lechas (Schedule- D) as described in the 3 (Three) deeds of power of attorney (Schedule-E) and also for eviction of the defendant Nos. 2, 3 and 4 from the said land and delivery of khas possession of the same to the plaintiff.

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~~iii) A decree for recovery of an amount of~~

iii) A Decree for recovery of an amount of Rs. 2,43,600/- as mense profit shown in the schedule-F to the plaint from the defendant No.1.

iv) A decree for recovery for an amount of Rs. 9,88,000/- from the defendant No.1 as described in schedule 'G' of the plaint with interest thereon at the rate of 15% per annum with effect from 12.12.2002 till realisation.

v) A decree to declare the three deeds of power of attorney bearing Registered No.1191 of 2005, 1190 of 2005 and 1188 of 2005 all dated 28.02.2005 executed by the defendant No.1 in favour of the defendant No.2, 3 and 4 and also the two deeds of sale No.10618 dtd. 3.9.05 and No.11190 dt. 20.9.05 executed by the defendant No.1 in favour of Defendant No.3 and 4 and the deed of sale No.8869/05 dated 21.7.2005 executed in favour of defendant No.2 as null and void, not binding on the plaintiff and liable to be cancelled and to send a copy of the decree to the S_ub-Registrar, Guwahati to note in his books the fact of cancellation.

Masadduk Hussain

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vi) A decree of permanent injunction restraining all the defendants, their agents, servants, and assigns from raising any construction over the land described in the three deeds of power of attorney executed in favour of the defendant No. 2, 3, 4 also for a decree of permanent injunction restraining the defendants from raising any permanent construction over the suit land described in Schedule-C and 'D' of the plaint and also restraining him from alienating the land to any other third party.

Yasadduk Hussain

vi) a decree for costs of the suit, and
 viii) a decree for any other relief or reliefs to which the plaintiff is ~~entitled~~ entitled to under the law and equity.

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And for this act of kindness the plaintiff as in duty bound shall ever pray.

SCHEDULE -A

Jasadduk Hussain

Land measuring 3 (three) bighas 9 (Nine)kathas 3 (Three) lechas in Dag No.293 (New)/275 (Old), 3 (Three)bighas 19 (nineteen) lechas in Dag No.301 (New) 305 (Old) ,1 (One) Bigha 2 (Two)kathas 16 (Sixteen)lechas in Dag No.305 (New)/307 (Old) ,1 (One) bigha 1 (One) katha 2 (Two)lechas in Dag No.423 (New)/308 (Old) ,24 (Twenty four)bighas 2 (Two) kathas 16 (Sixteen) lechas in dag No.224 (New)/409 (Old) 1 (one) kathas 16 lechas in Dag No.224 (New) /409 (Old) 1 (One)Bigha 12 (Twelve)Lechas in Dag No.285 (New)/420 (Old) 12 (Twelve)bighas 4 (Four)kathas 19 lechas in Dag No.303 (New)/410 (Old) totalling 52 (Fifty two)Bighas 4 (Four) katha 6 (Six) lechas of kheraj periodic patta No.1 (New) /46 (Old) situated at vill.Maidamgaon under Beltola mouza in the district of Kamrup.

SCHEDULE -B

Land measuring 24 (twenty four)Bighas 2 (Two) kathas 16 (sixteen)lechas in Dag No.224 (New)/409 (Old) of Kheraj Periodic patt No.1 (New) 46 (Old) situated at village Maidamgaon under Beltola mouza being part of schedule-A .

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SCHEDULE - C

Land measuring 3 (Three) bighas being part of Dag No.224 (New) of Kheraj Periodic Patta No.1 (New) situated at village Maidamgaon, Mouza-Beltola, being part of schedule 'B' together with following houses, structures and a fishery -

Tasadduk Hussain

- i) 2 (two) Nos. of Assam Type houses with C.I. Sheeted roof.
- ii) 4 (Four) nos. of temporary houses with C.I. Sheeted roof consisting of 7 (Seven) rooms.
- iii) 3 (Three) Nos. of cow sheds with C.I. Sheeted roof.
- iv) 1 (One) Motor garage with C.I. Sheeted roof.
- v) 1 (One) poultry house with C.I. Sheeted roof.
- vi) 1 (One) granary with 20 (Twenty) uintals of paddy with C.I. Sheeted roofs.
- vii) 1 (One) fishery measuring about 115' feet x 70 feet.

The aforesaid houses having electric connection from Assam state electricity board (ASEB) with a telephone connection bearing No.2269/89 in the name of the plaintiff. The entire property is assessed as Holding No.4225 of Ward No.58 of Guwahati Municipal corporation situated by the side of Bishnu Rabha path of Maidamgaon under Basistha police station.

All the aforesaid houses, structures, fishery are bounded as follows :

- On the North : A multistoried building named 'Joydol Apartment'.
- On the South : Land and houses of Md. Tafazzul Hussain.
- On the East : Remaining land of Dag No.224 as described in schedule-D below under occupation of defendant No.2, 3 and 4.
- On the West : Land and houses of Akshya Baruah, Tafazzul Hussain and others with approach road of the plaintiff.

at

SCHEDULE -D

Land measuring 1(One) bigha 1(One) katha 10 (Ten)lechas in Dag No.224 of kheraj periodic patta No.1(New) situated at vill.-Maidamgaon,Mouza-Beltola,being part of schedule 'B'together with Ek chali houses constructed by defendant Nos.2,3 and 4 the aforesaid land is bounded by -

Jasadul Hussain

- On the North : Bishnu rabha path (Bhetapara Road)
- On the south : Other vacant land of Dag No.224 being part of schedule-B
- On the east : 12' feet wide bye lane situated on Dag No.224 provided by the plaintiff in his father's name.
- On the west : Multistoried building called 'Joydol Apartment and schedule-C land.

SCHEDULE -E

- i) Registered Deed of power of attorney bearing No.1191 dated 28.02.2005 of the Guwahati Sub-Registry executed by defendant No.1 in favour of defendant No.2 in respect of 2 kathas 10 lechas of land in Dag No.224 of kheraj periodic patta No.1(New) situated at village - Maidamgaon, Mouza - Beltala , District-Kamrup.
- ii) Registered Deed of power of attorney bearing No.1190 dated 28.02.2005 of the Guwahati sub-Registry executed by defendant No.1 in favour of defendant No.3 in respect of 2 kathas of land in Dag No.224 of kheraj periodic patta No.1(New) situated at vill. Maidamgaon, Mouza Beltola, Dist. Kamrup.
- iii) Registered Deed of power of attorney bearing No.1188 dated 28.02.2005 of the Guwahati sub-registry executed by defendant No.1 in favour of defendant No.4 in respect of 2 kathas of land in Dag No.224 of kheraj periodic patta No.1(New) situated at village Maidamgaon, Mouza-Beltola, district-Kamrup.

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Sabirul Hossain

SCHEDULE -F

Masne profit

- 1. On account of illegal use and occupation - of the houses described in schedule-'C'. Rs. 52,000/-
- 2. On account of consumption/loss of 45 liters of milk @ 21,600/-per month for last 3 years. - Rs. 77,600/-
- 3. On account of loss of income from poultry- @ Rs. 500/- per month of last 3 years. Rs. 18,000/-
- 4. On account of loss of income from ducks @ Rs. 250/- per month for last 3 years. Rs. 9,000/-
- 5. On account of loss of income from fish @ Rs. 7000/- per year for last 3 years Rs. 21,000/-
- 6. On account of loss of income from Betel nut ,coconut,bamboo and other fruits and vegetables @ Rs. 10,000/- per year for last 3 years. Rs. 30,000/-
- 7. On account of illegal use and occupation due to dispossession from the land described in schedule-C @ Rs. 12,000/- per year for last 3 years. Rs. 36,000/-

Total mense profit for last 3 years Total Rs. 2,43,600/-

at

(Rupees **Two** lakhs forty ~~th~~ree thousand six hundred)

SCHEDULE -G

Loss on account of destruction of :

- i) 12 Nos. jersey cows @ Rs. 20,000/-per cow - Rs. 2,40,000/-
- ii) 30 Nos. of hen @ Rs. 100/- per hen - Rs. 3,000/-
- iii) 20 Nos of ducks @ Rs. 100/- per duck - Rs. 2,000/-
- iv) Fish @ Rs. 5,000/- - Rs. 5,000/-
- v) Sawn timber and C.I. Sheets (8 boudles) - Rs. 20,000/-
- vi) House hold furnitures, utensils items like sofa set, chair, table, pallang, fan, refrigerator, T.S. and other electrical fittings and crockerties etc. Rs. 1,00,000/-
- vii) One kirloskar pump set of 5 horse power Rs. 10,000/-
- viii) 80 Nos. of R.C.C. Pillars @ Rs. 100/-per pillar Rs. 8,000/-
- ix) Mental agony, physical set back and humilia- Rs. 5,00,000/-
tion etc.
- x) Other expenses in connection with the case Rs. 1,00,000/-
and court expenses etc.

Total Rs. 9,88,000/-

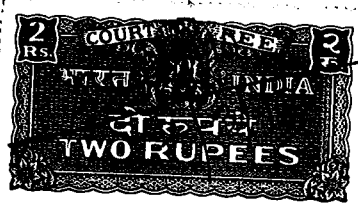
(Rupees nine lakhs eighty eight thousand)

VERIFICATION

at
I, Md. Tasadduk Hussain alias Joseph, son of Late Tazmul Hussain, resident of Col. J. Ali road, Lakhtokia, P.S. Panbazar, Guwahati-781001, district-Kamrup, do hereby solemnly affirm and state that the statement made in para No.1 to 24 are true to my knowledge and belief and I sign this verification on this day of March, 2010. at Guwahati.

Tasadduk Hussain

SIGNATURE



A F F I D A V I T

I, Md. Tasadduk Hussain alias, Joseph, son of Late
Tazmul Hussain, aged about 67 years by faith Muslim, by
occupation business, resident of Col. J. Ali Road, Lakhtokia, P.S.
Panbazar, Guwahati-781001 district -Kamrup, Assam do hereby
solemnly affirm and declare as follows :

- 1. That I am the plaintiff of the abovenoted suit and fully acquainted with the facts and circumstances of the case.
- 2. That the statements made in paragraph No. 1 to 4 are true to my knowledge and the rest are my humble submission before this Hon'ble court.

And I sign this affidavit on this 2nd day of March, 2010 at Guwahati.

Tasadduk Hussain

Identified by me :

DEPONENT

Dipak Baruah
2/3/10
Advocate, Guwahati

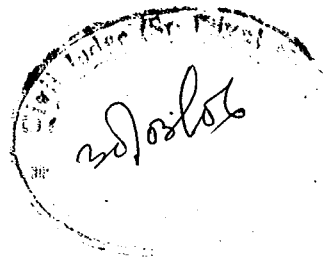
Solemnly affirmed before me
by the deponent who is personally
Known to me. Identified by
Shri / Smti..... Dipak Baruah
Abdul Haque
Shroffadar,
Civil Judge No.-2
Kamrup, Guwahati 2/3/10

Filed by
S. P. S. /
20/3/06
Advocate

Nazimul Islam

IN THE COURT OF THE CIVIL JUDGE (SR.DIVN) NO. 2

AT GUWAHATI



T.S.No. 396/05

Md. Tasaddula Hussain @ Joseph
... Plaintiff.

-Vs-

Md. Nazimul Islam & Other
... Defendants.

Written Statement of the Defendant No.1

The Defendant No. 1 begs to state as follows :-

1. That there is no cause of action of this suit and whatever cause of action shown in the plaint is denied by the defendant No. 1 as no any such cause of action arose on the alleged dates.
2. That the suit is not maintainable in view of the fact that the defendant No. 1 has in the meantime seek ~~such~~ relief for declaration of right, title and interest and for confirmation of possession.
3. That the suit is barred by limitation under the provision of Limitation Act, 1963.

Copy enclosed

Copy Received
The P. Swan
Advocate
26-3-06

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P 30/2

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4. That the suit is bad for non-joinder of necessary parties like other family members of the plaintiff and the defendant No. 1 and also the other Co-pattadar of the suit Dag and the Patta.

5. That the suit is false vexatious, frivolous and bad for suppression of material facts.

6. That the identify of the suit land is denied by the defendant No. 1 in view of the fact that the boundary given by the Plaintiff has no link or relation in the actual land situated.

7. That the statement made in para No. 1 of the plaint regarding original ownership of land belongs to both Md. Tazul Islam and Md. Tazmul Hussain is absolutely false and denied by the defendant No. 1 . That the Original Pattadar of the entire suit Patta was Late Dehi Ram Barman and after purchasing the entire suit patta by Late Anna Ram Barua on revenue sale the same had been sold to Late Tazul Islam and his name was also muteted in place of Late Anna Ram Barua and at no point of time Late Tazmul Hussain was ever owner of even for a single lecha of land and as such whatever statement made by the plaintiff in the said para is absolutely connected and unfounded.

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8. That the statement made in para No. 2 in the plaint is admitted by the defendant No. 1 to the extend that Late Anna Ram Barua had purchased the suit Patta land in revenue auction sale and at the same time the defendant No. 1 begs to submit before this Hon'ble Court that the said revenue purchase was from Late Dehi Ram Barman who was the Original Pattadar and not the Original owner Late Tazul Islam and Late Tazmul Hussain and in that view of the owner of the suit patta.

9. That it is a fact that Late Anna Ram Barua had friendly term with Late Tazul Islam, but it is absolutely false and denied that the said auction purchaser had any friendly term with Late Tazmul Hussain and in the sale deed in question Late Anna Ram Barua no where mentioned that the suit patta land returned back to Late Tazul Islam nor any pattadars as referred in the said para. That as per sale deed the name of the purchaser Late Tazul Islam was recorded as recorded Pattadar in place of the seller and the facts regarding statement of "he being the eldest brother" his name was mutated is absolutely wrong and denied by the defendant No. 1.

10. That Late Tazul Islam had purchased the land measuring 72 Bighas 3 Kathas 17 Lechas by a

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registered sale deed from Late Anna Ram Barua and Late Tazul Islam left behind his five sons and five daughters as his legal heirs and having such numbers of legal heirs left behind, question of relinquishment of 52 Bighas 4 Kathas 6 Lechas out of the total land measuring 72 Bighas 3 Kathas 17 Lechas does not arise and the defendant No. 1 humbly submit before this Hon'ble Court that the alleged deed of relinquishment is nothing but a manufactured document by other persons other than the Late Tazul Islam and so the said alleged relinquishment deed has in the meantime challenged in the Court of law while the defendant No. 1 came to know about such misdeed on the part of Late Tazmul Hussain in collusion with his sons and mostly by the plaintiff of the suit and as such question of becoming the absolute owner of 52 Bighas 4 Kathas 6 Lechas by Late Tazmul Hussain does not arise.

11. That the statement made in para No. 5 is denied by the defendant No. 1 . That while Late Tazmul Hussain was not the owner of the land as stated ~~the owner of the~~ in the said para No. 5 of the plaint (which has been challenged by the defendant No. 1 in the court of Law) in that case Late Tazmul Hussain had no power or authority to

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gifted the land as alleged in the said para. That having had the doubt over the genuineness of the ownership over 52 Bighas 4 Kathas 6 Lechas of land of Late Tazmul Hussain he in collusion with his sons again manufactured the deeds of gift in favour of his sons, so that the legal heirs of late Tazul Islam may not know about the misdeed deed of late Tazmul Hussain and his sons and so the entire statement of the para No. 5 is totally denied by the defendant No. 1.

12. That the way by which Late Tazmul Hussain who alleged to have been obtained the land measuring 52 Bighas 4 Kathas 6 Lechas by way of deed of relinquishment from Late Tazul Islam was nothing but a deceiving act on the part of Late Tazmul Hussain not only to Late Tazmul Islam but also to his legal heirs numbering five sons and five daughters and the mutation granted in his name was also one of the facts of such deceiving act on the part of Late Tazmul Hussain.

That in the mutation case the then Sub-Deputy collector had fixed the date of service of notice upon the recorded pattadars in case No. 920/71-72 fixing 15/2/72 for appearance and to file objection if any, but the petitioner Late Tazmul Hussain along with his sons managed to obtain the order of mutation

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prior to the date fixed i.e. 4/2/72 and at the same time by obtaining some false signatures of the Pattadars obtained the mutation order without the knowledge of Late Tazul Islam and his sons and daughter for which such illegal acts could not know till the certified copies of such illegal mutation obtained recently. That it may be mentioned here that having seen the illegal acts on the part of Late Tazmul Hussain and his sons till filing suit by the defendant No.1 excluding the aforesaid mutation case the present defendant No. 1 has filed a suit by challenging the alleged relinquishment deed alleged to have been executed by Late Tazul Islam and the said suit is pending for disposal before the court of Civil Judge (Sr. Divn) No. 1 being T.S. No. 34/2000 and as such until decision of the aforesaid Title Suit, the real facts in the present suit cannot be ascertained for which the defendant No. 1 wanted to proceed for stay of the present suit.

13. That in the suit filed by the defendant No. 1 has challenged the deed of alleged relinquishment which covers all the land of Dag No. 224 illegally and on the other hand the plaintiff in para No. 6 has stated he has disposed of by way of sale and relinquish 11 Bighas 1 Katha 10 Lechas thereby he

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himself shows illegally committed over the property belongs to the predecessor-in-interest of the defendant No. 1 and his other family members. That the statement made in para No. 6 regarding the property shown in the said para is absolutely false and denied by the defendant No. 1. That whatever alleged property shown in the said para is nothing but a concocted story and also to mislead the court so that the plaintiffs may get wrongful gain over the defendant No. 1. That in this regard the defendant No. 1 begs to submit that for covering the illegality committed on the property of all the legal heirs of Late Tazul Islam wanted to show such structural property over the suit land. That it may be mentioned has that having seen the misdeed caused by the plaintiff my disposing such a valuable property belongs to the legal heirs of Late Tazul Islam at such an astonishingly low price for which the defendant No. 1 and his sister have filed a suit for declaration of right, title and interest, and compensation and other such claim against the plaintiff wherein in the meantime the plaintiff has appeared in the said suit as defendant no.1-

13. That the statements made in para No. 7 is denied by the defendant No. 1 that the statement showing the relation of the Plaintiff and the

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defendant No. 1 is absolutely wrong as the defendant No. 1 cannot be the elder brother of plaintiff's father as the defendant No. 1 having attaining his age 38 years only and in that view of the matter the defendant No. 1 cannot be the elder brother of plaintiff's father. That whatever total land having in Dag No. 224 belongs to Late Tazul Islam who had purchased the same from Late Anna Ram Barua and Late Anna Ram prior to sale of the said land had purchased in revenue sale from the original Pattadar Late Dhiram Barman and in that view of the matter the claim of the plaintiff that his father Late Tazmul Hussain was also the co-sharer of the suit patta is absolutely false and denied by the defendant No. 1 and on the other hand the alleged the alleged relinquishment deed was also manufactured illegally by the other person other than Late Tazul Islam and as such the order shown to have been passed by the Assistant Settlement Officer is illegal and unauthorised and that too during pendency of the suit filed by the defendant No. 1.

15. That entire land of Patta No. 1 belongs to late Tazul Islam who had acquired absolute right by purchasing the entire land from the auction purchaser as shown above and by taking the advantage of simplicity

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of the all legal heirs of Late Tazul Islam the plaintiff and his brothers wrongfully grabbed all the land of the suit patta depriving the defendant No. 1 and his family which goes to show that the greedy man is the plaintiff and his brothers and not the defendant No. 1 and the other legal heirs of Late Tazul Islam.

That the defendant No. 1 is one of the legal heir of Late Tazul Islam has his absolute right over his share of land and the possession thereof and as such the statement of para No. 8 of the plaint is false and denied by the defendant No. 1.

16, That the statement made in last part of para No. 9 of the plaint is wrong and denied by the defendant No. 1 and with regard to the para No. 10 of the plaint the defendant No.1 begs to submit before this Hon'ble Court that the learned Civil Judge (sr. Divn) No. 1 has rightly passed the order by rejecting the ~~para~~ prayer of demarcation of the suit land made by the present plaintiff as defendant No. 1 which has been finally closed that chapter by the Hon'ble Guwahati High Court and as such for opening that chapter regarding demarcation etc. in the present suit can not be raised.

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17. That the defendant No. 1 by challenging the validity of the relinquishment deed alleged to have been executed by Late Tazul Islam and accordingly the court of the Civil Judge (Sr. Divn) No. 1 of Guwahati after hearing both the parties passed the order of injunction and in the said suit the defendant No. 1 being plaintiff has also prayed for declaration of right, title and interest and confirmation of possession and the defendant No. 1 being the legal heirs of Late Tazul Islam has every right for acquiring right, title and interest and the learned Court by considering the aspect of the matter rightly passed the order of injunction. That regarding the T.S. No. 275/2000 the defendant No. 1 humbly submit before this Hon'ble Court that the land involved in the said suit is not of Dag No. 224 and the same is situated in Dag No. 218 and the boundary shown in the said suit having more than 1 Bigha of land although the present plaintiff wanted to show the suit land as 1 Katha only.

18. That the statement made in para No.12 and 13 are is totally denied by the defendant No. 1 . That the defendant No. 1 has sold the land in Dag No. 218 and Dag No. 434 and accordingly possession has also be given to the purchaser who has in the meantime developed the said land and on the other

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hand it is also absolutely false that the defendant No. 1 is a habitual land grabber, rather the plaintiff and his brothers by manufacturing some documents grabbed almost all the land belongs to the predecessor-in-interest of defendant No. 1 Late Tazul Islam and in the meantime the plaintiff and his brothers acquired crores of rupees from the property belongs to Late Tazul Islam.

19. That the statement made in para No. 14 regarding the defendant No. 1 has no manner of right, title or authority over the land covered by Dag No. 224 of K.P.Patta No. 1 is absolutely false and denied by the defendant No. 1 in view of the fact that the land of Late Tazul Islam who had purchased from the auction purchaser Late Anna ram Barua and prior to that all the lands of the said Dag was of Late Dehram Barman and as such the Plaintiff being the greedy habitual land grabber by deceiving the legal heirs of Late Tazul Islam entered his name by forged documents.

20. That the defendant No. 1 being the businessman having ~~several~~ business even to the extend of all over India and as such the defendant No. 1 has given power of attorney to the persons concerned for a certain period on ad-hoc basis and in the meantime the same has since been cancelled and all subsequent acts has been done by the defendant No. 1 himself in his own land.

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21. That the statement made in para No. 16 is denied by the defendant No. 1 and whatever story laid down in the said para is nothing but a concocted story and no such incident had ever occurred as alleged in the said para and only to make attention of this Hon'ble Court such story has been laid out.

22. That the statement made in para No. 17 is also denied by the defendant No. 1. That the land shown in the Schedule -C belongs to the defendant No. 1 and all along the defendant No. 1 used to possessed the same and as such the prayer sought for in the suit and the alleged compensation stated thereon is liable to be rejected. That it may be mentioned here that the defendant No. 1 has in the meantime challenged the entire alleged relinquishment deed alleged to have executed by Late Tazul Islam and the entry of the name of the defendant of his brother goes to show the illegality committed by the plaintiff. That the alleged damages, mesni profit and compensation shown in the said para is not entitled in view of the fact that no such materials, houses or other articles was ever in the suit land where the defendant No. 1 used to possessed since more than 15 years.

23. That the statement made in para No. 18 to 20 are all denied by the defendant No. 1 in view of the fact that there was no such jersey cows, running

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poultry farm, Cocks and hen, ducks and fishery, etc. of the plaintiffs as alleged in the plaint and at the same time the mental agony and physical set back is been denied by the defendant No. 1 and as such the plaintiff is not entitled to seek redress and pray for decree against the defendants in view of the fact that mere entry of the name of the plaintiff in the revenue record cannot entitled the land which belongs to the predecessor-in-interest of the defendant No. 1 and also other legal heirs of Late Tazul Islam . That in the meantime the defendant No. 1 by impleading other legal heirs of Late Taxul Islam has filed a suit against the plaintiff of this suit a part from the pendency of the suit challenging the illegally manufactured deed of relinquishment stated above.

24. That it is absolutely false and denied that the defendant No. 1 has no right, title and interest over any land of Dag No. 224 of K.P.Patta No. 1 of Village Maidam under Beltola mouza. That the defendant No. 1 being one of the legal heirs of the original Pattadar (Grandson) of Late Iazul Islam so the defendant No. 1 has absolute right along with other legal heirs of late Tazul Islam in that view of the matter the defendant No. 1 has absolute right over the land of Dag No. 224 and as the plaintiff started

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creating trouble to the defendant No. 1 so he compelled to seek relief of the Civil Court for declaration of right, title and interest confirmation of possession and permanent injunction and also challenged the manufactured deed of relinquishment as stated above and in respect of power of attorney given has in the meantime clearly mentioned in the earlier para of this written statement explaining all the details.

25. That the defendant No. 1 has every right over the land shown by the plaintiff in his suit and for such land the plaintiff has in the meantime filed the suit wherein the alleged deed of relinquishment has also been challenged and thereby having no other alternative the plaintiff filed the present suit only to cover the illegality committed by the said of the plaintiff and his brothers and as such considering the aforesaid aspect of the matter the plaintiff is not entitled to get permanent injunction as stated in para No. 22.

26. That the alleged cause of action shown in the para No. 23 regarding forcefully entered on 12/12/02 , illegally occupied by the defendant No. 2, 3 and 4 on 5/4/04 the plaintiff was threatened by the defendant No. 1 to 4 with dire consequences and

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also an all other various dates shown in the plaint alleging allegations are imaginary and concocted and as such on such and imaginary cause of action the suit is liable to be dismissed with heavy cost.

27. That whatever statement made in the plaint which are not specifically denied by this written statement of the defendant No. 1 those statements are also hereby denied by this written statement and the plaintiff shall have to strict proof thereof as per provision of law.

28. That all in all the plaintiffs suit is false, vexatious, frivolous and to cover up the illegality committed upon the valuable property belongs to the side of the defendant No. 1 and the other legal heirs of Late Tazul Islam.

It is therefore, prayed that the court be pleased to dismiss the suit of the plaintiff with cost.

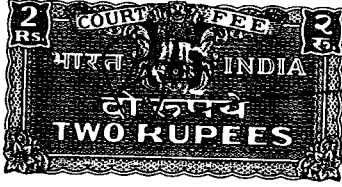
VERIFICATION

That the statements made in para No. 1 to 24 first part of 25, 27 and 28 are true to the best of my knowledge in para No. last part of 25, 26 and the rest are my humble submission before this Hon'ble Court.

And I Nazimul Islam the defendant No. 1 signed this verification on this the 30th day of March, 2006 at Guwahati.

(Handwritten signature)

Nazimul Islam
Signature.



A F F I D A V I T

I, Md. Nazimul Islam son of Late Sirajul Islam aged about 38 years, by profession business resident of Sahab Tilla, Zoo Narengi Road, Guwahati -21 in the District of Kamrup, Assam do hereby solemnly affirm and declare as follows :-

1. That I am the defendant No. 1 of this suit and hence I am well acquainted with the facts and circumstances of this case.

2. That the statements made in para No. 1 to 24, first part of 25, 27 and 28 are true to the best of my knowledge and belief and the statements made in para No. last part of 25, 26 and the rest are my humble submission before this Hon'ble Court.

And I sign this affidavit on this the 30th day of March, 2006 at Guwahati.

Identified by me
Suman Das
30-3-06
Advocate.

Nazimul Islam
DEPONENT

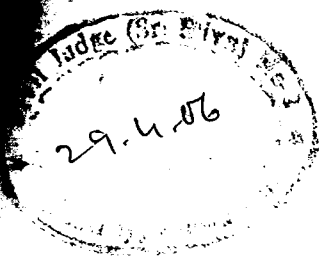
Nazimul Islam

solemnly affirmed before me by the deponent who is personally known to me/identified by
Mr./Smt *S. Das*

Jurish Choudhury
30/3/06
Office of District Judge, Kamrup
Guwahati

IN THE COURT OF THE CIVIL JUDGE (SR.DIVN) NO.2
AT GUWAHATI :

Sad gnd Santhan
Pulmoni Gogoi
Kasturika Bwagdhora



T.S. No. 396/05

20.11.12
Kasturika Bwagdhora
Pulmoni Gogoi
Sad gnd Santhan

Md. Tasaddula Hussain @ Joseph
...plaintiff.

- Vs -

Md. Nazimul Islam & others
...Defendants.

Written statement of the defendant No. 2 to 4.

The defendant No. 2 to 4 beg to state as follows :-

1. That there is no cause of action of this suit and whatever cause of action shown in the plaint is denied by the defendant No. 2 to 4 as no any such cause of action arosed on the alleged dates.
2. That the suit is not maintainable in view of the fact that the defendant No.1 has in the meantime seek relief for declaration of right, title and interest and for confirmation of possession as leanred from the defendant No. 1.
3. That the suit is barred by limitation under the provision of Limitation Act, 1963.

Received
B. Dany
Advocate
29-4-06

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2-29/4

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4. That the suit is bad for non-joinder of necessary parties like other family members of the plaintiff and the defendant No. 1 and also the other Co-pattadar of the suit Dag and the patta.

5. That the suit is false, vexatious, frivolous and bad for suppression of material facts.

6. That the indentify of the suit land is denied by the defendant No. 2 to 4 in view of the fact that the boundary given by the plaintiff has no link or relation in the actual land situated.

7. That the statement made in last part of para No. 9 of the plaint is ~~wrong~~ wrong and denied by the defendant No. 2 to 4 and with regard to the para No. 10 of the plaint the defendant No. 2 to 4 beg to submit before this Hon'ble court that the learned Civil Judge (Sr. Divn) No. 1 has rightly passed the order by rejecting the prayer of demarcation of the suit land made by the present plaintiff as defendant No. 1 which has been finally closed that chapter by the Hon'ble Guwahati High Court and as such for opening that chapter regarding demarcation etc. in the present suit can not be raised as the defendant No. 2 to 4 came to know from the defendant No. 1.

2/29/14

Contd.....

8. That the statement made in para No. 10 is denied by the defendant No. 2 to 4 and whatever story laid down in the said para is nothing but a concocted story and no such incident had ever occurred as alleged in the said para and only to make attention of this Hon'ble Court such story has been laid out.

9. That whatever statement which are specifically denied by the defendant No. 1 is also denied by the defendant No. 2 to 4 in view of the fact that the defendant No. 1 has clearly explained the whole facts narrated in his written statement including of the ~~plaintiff~~ ~~as~~ factual position of the family of the plaintiff and the defendant No. 1 and so the defendant No. 2 to 4 are fully supported the case of the defendant No. 1 by this written statement filed by the defendant No. 2 to 4 jointly.

10. That the alleged cause of action shown in the para No. 23 regarding forcefully entered on 12/12/02, illegally occupied by the defendant No. 2, 3 and 4 on 5/4/04 the plaintiff was threatened by the defendant No. 1 to 4 with dire consequences and also on all other various dates shown in the plaint alleging allegation are imaginary and concocted and as such on such and imaginary cause of action the suit is liable to be dismissed with heavy cost.

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Through K. Sharma, Advocate 11-2-10

11. That whatever statement made in the plaint which are not specifically denied by this written statement of the defendant No. 2 to 4 those statement are also hereby denied by this written statement and the plaintiff shall have to strict proof thereof as per provision of law.

12. That all in all the plaintiffs suit is false, vaxetious, frivalous and to cover up the illegality committed upon the valuable property belongs to the side of the defendant No. 1 and the other legal heirs of late Tazul Islam.

It is thereofre, prayed that the court be pleased to dismiss the suit of the plaintiff with cost.

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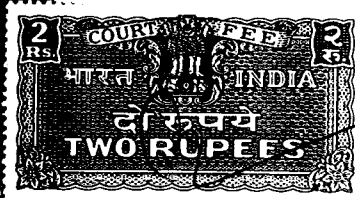
...verification.

VERIFICATION

That I shri Bimal Buragohain husband of the defendant No. 4 of this suit fully conversant with the facts and circumstances and hence the statements made in para No. 1 to 12 are true to the best of my knowledge and belief and the statements made in para No. ~~xxxx~~ and the rest are my humble submission before this Hon'ble court.

And I signed this verification on this the 29 th day of April, 2006 at Guwahati .

B 29/4 Bimal Buragohain
Signature.



A F F I D A V I T

I, Sri Bimal Buragohain, the husband of the defendant No. 4, aged about 40 years, by profession ~~business~~ service resident of Guwahati Club, Guwahati-3 P.S. Chandmari in the district of Kamrup, Assam do hereby solemnly affirm and declare as follows :-

1. That I being husband of the defendant No. 4 of this ~~xx~~ suit and hence I am well acquainted with the facts and circumstances of this case. as I used to take steps.

2. That the statements made in para No. 1 to 12 are true to the best of my knowledge and belief and the statements made in paras No. ~~xx xx xx xx xx xx xx~~ and the rest are my humble submissions before this Hon'ble court.

And I sign this affidavit on this 29th day of April, 2006 at Guwahati .

Identified by me
Sandeep Paul
29.4.06.
Advocate.

Bimal Buragohain
D E P O N E N T.

affirmed before me by the deponent
personally known to me / identified by
N. Paul, Advocate

Bimal Buragohain

Jyoti Chakraborty
SHERIFF,
Office of District Judge, Kamrup.
Guwahati
29/4/06

Through R. Sarma, Advocate 11-6-10

IN THE COURT OF CIVIL JUDGE NO: 2 KAMRUP
AT GUWAHATI

TITLE SUIT NO. 396/2005

Md Tasadduk Hussain @ Joseph

.. PLAINTIFF

VS

Md. Nazimul Islam and ors,

.. DEFENDANTS

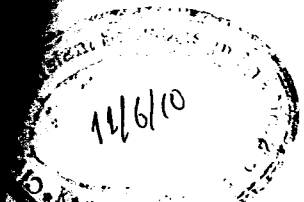
Joint written statement filed by the substituted
defendant Nos. 5, 6 and 7;

The defendant Nos. 5, 6 and 7 above named-

MOST RESPECTFULLY SHEWETH:

1. That the suit is not maintainable in law as well as in facts,
hence the same is liable to be dismissed.

2. That the suit is bad for mis-joinder and non-joinder of
necessary parties. The plaintiff ought to have made the other legal heirs of
Late Tazul Islam and Late Tazmul Hussain viz. Md. Safiul Islam, Md.
Mahidul Islam, Md. Abidul Islam, Md. Udadur Islam and five daughters of
Late Tazul Islam as the necessary parties to this suit. More over the sister



77

Filed by-

Nargis Ahmed
-- defendant no. 5
for herself & defendant nos. 6 and 7
Through R. Sarma, Advocate 11-6-10

Exceeded
Based
without document
Prone
10/10/10

Nazimul Islam

Late Nazimul Islam Musstt Naznin Islam Jamil has also preferred the T.S. No. 178/08 wherein she also sought for the relief of right, title and interest with respect to the suit property besides cancellation of Sale Deed Nos. 8869/05, 11190/05, 10618/05 and 11826/05. So the said Musstt. Naznin Islam Jamil is a necessary party in the present suit. Further the defendant No. 5 is not a legal representative/heir of Late Nazimul Islam, rather she is the divorced wife of Late Nazimul Islam. So the plaintiff is not entitled for the reliefs as prayed in the suit against the defendant No.5.

It is pertinent to mention here that in the T.S. No. 40/07 and T.S. No. 178/08 filed by the said Musstt. Naznin Islam Jamil as plaintiff No.2 and sole plaintiff respectively it is stated that the present defendant No.5 is the divorced wife of his brother late Nazimul Islam. The Defendant Nos. 6 and 7, who are minors, are staying under the care and custody of the defendant No. 5 who resides at Dibrugarh.

3. That the defendant Nos. 6 and 7 are minors and as per the Mohammedan law the defendant No.5 is only a de facto guardian of the defendant Nos. 6 and 7, not a natural guardian. While seeking any relief against such minors necessary permission ought to have been taken from the Honourable District Judge or from this court under the Guardians and Wards Act and/or the provisions of the C.P.C. Having failed to comply

With the said mandatory provisions of law by the plaintiff the suit is not maintainable in the eye of law and liable to be dismissed.

4. That the statements which are not specifically admitted are deemed to be denied by the defendant Nos. 5, 6 and 7.

5. That the statements made in paragraph 1 that land measuring 91 Bighas 2 Kathas 14 lechas covered by K.P. Patta No.1(new)/46 (old) of village Maidamgaon in Beltola Mouza in the district of Kamrup originally belonged to Md. Tazul Islam and Md. Tazmul Hussain (both since deceased) both sons of Late Tayeb Ali and both of them were in occupation of their respective share of land by paying land revenue, but the land were mutated in the name of elder brother Md. Tazul islam are matters of record and the defendant Nos. 5, 6, and 7 never admit anything which is not born out of record.

6. That the statements made in paragraph 2 that due to default in payment of revenue the said plot of land was put to auction sale by the Collector, Kamrup in Case No. 12/29/(50-51) and the said land was purchased by one Sri Anna Ram Barua are also matters of record and the answering defendants never admit anything beyond the record.

Noyana Ahmed

7. That the statements made in paragraph 3 that the auction purchaser Late Anna Ram Barua had friendly terms with the Pattadar late Tazul Islam and his brother Tazmul Hussain and ultimately said Anna Ram Baruah by executing a registered Deed of Sale returned back the 72 Bighas 3 kathas 17 lechas land to the pattadars which was again mutated in the name of Md. Tazul Islam in Mutation Case No. K.P. No.300/07-08 he being eldest brother are false, hence denied by the answering defendants. The land was transferred in the name of Md. Tazul Islam but not in the name of the Pattadars as, pleaded by the plaintiff.

8. That the statements made in paragraph 4 that by another deed of relinquishment Late Tazul Islam relinquished 52 Bighas 4 kathas 6 Lechas land in favour of his brother Tazmul Hussain and thereby Late Tazmul Hussain become the absolute owner of the said 52 bighas 4 kathas 6 lechas of land which is fully described in Schedule 'A' of the plaintiff are not true hence denied. Even though Tazul Islam relinquished as stated but that cannot give the title to Tazmul Hussain inasmuch as Late Anna Ram, Baruah transferred the land by way of a sale deed in the favour of late Tazul Islam and no rights whatsoever accrued on Tazmul Hussain upon the said land measuring 72 Bighas 3 Kathas 17 lechas. So Tazul Islam even though relinquished 52 Bighas 4 kathas 6 lechas of land as alleged that cannot clothe Tazmul Hussain with absolute ownership in other words

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Nayana AB

Tazmul Hussain had no right, title and interest to act as absolute owner with respect to the said land. So the whole claim of the plaintiff is baseless upon the suit land.

9. That the statements made in paragraph 5 that during his life time Late Tazmul Hussain gifted away 24B-2K-16L the entire of Dag No. 224 out of 52B- 4K- 6L of his land to the plaintiff by a registered Deed No. 5026 dated 22.5.72 and that the plaintiff accepted the gift and ultimately got his name mutated in respect of 24 Bighas 2 Kathas 16 Lechas in Mutation Case No.2005/1-12 on 3.8.1973 are not within the knowledge of the defendant No.5, 6 and 7 hence denied. Further the said gift is totally baseless without conferring any right, title on the plaintiff.

10. That the statements made in paragraph 6 that the plaintiff who has been in occupation of the 'B' Scheduled land sold and relinquished 12B- 1K-10L to various persons keeping 12B- 1K- 1L under his possession, that the plaintiff raised a farm house covering an area of 3B wherein he constructed 2 Assam Type houses, 4 No of temporary houses with C.I. sheet roof consisting of 7 rooms which were all assessed to Tax by the Guwahati Municipal corporation as holding No.4225 of Ward No. 58(new)/34(old) of the G.M.C, that the plaintiff obtained electric connection and telephone connection in his own name, that in addition to

Nayana Shrivastava

the said houses the plaintiff also constructed 3 no of Cowshed in which he kept 12 Nos. of Jersey Cows, that there were also some other materials belonging to the plaintiff such as C.I. Sheets, Timber of various sizes (old and new) etc. which he kept stored there for future use, that the plaintiff had also a fishery measuring 115' ft x 70 ft in the middle of the said plot of land in which he reared varieties of fishes, that besides those the plaintiff had also a poultry farm with about 30 nos. of layers and 20 nos. of ducks and also a granary where he had about 20 quintals of paddy stored, that apart from this the plaintiff earned about Rs.7000/- per month from various tenants occupying the premises belonging to the plaintiff are totally false and denied by the defendant Nos. 5, 6 and 7.

11. That the statements made in paragraph 7 that the defendant No.1 have no share of land in the said Patta as their share of land were sold out by his grand father long back and as per the order of the Asstt. Settlement Officer, Guwahati dated 16.12.03 passed in Misc. Case No. 42/02-03 the defendant No.1 does not have any land in the entire Patta No.1 of village Maidamgaon in Beltola Mouza are wholly untrue, hence denied by the answering defendants.

The defendant Nos. 5, 6, and 7 beg to state that subsequent to the order dated 16.12.03 passed in Misc. Case No.42/02-03 by the A.S.O. as stated above the learned A.S.O. based on an application filed by Late

Nazimul Islam vide order dated 28.6.07 granted mutation of Late Nazimul Islam name by way of inheritance in place of his deceased further Late Tazul Islam with respect to land measuring 12 bighas covered by Dag No. 224, 303, 305 and 423 of K.P. Patta no.1 of village Maidamgaon. Thereafter the plaintiff alongwith three others preferred an appeal being RA No. 1/07-08 before the Settlement Officer, Guwahati praying thereby to set aside the order dated 28.6.107 passed by the A.S.O. After hearing the parties the learned Settlement Officer vide Order dated 7.7.07 passed in R.A. No. 1/07-08 was pleased to allow the appeal thereby setting aside the order dated 28.6.07 as stated above. Being highly aggrieved at and dissatisfied with the order dated 7.7.07 passed by the Settlement Officer in R.A. No. 1/07-08 Late Nazimul Islam preferred the Revenue Appeal being RA 138(k)/07 before the Board of Revenue, Assam. The Board of Revenue upon hearing the parties vide Judgement dated 19.3.08 set aside the order dated 7.7.07 passed in RA No. 1/07-08 and allowed the mutation of Late Nazimul Islam with respect to land measuring 12 Bighas covered by Dag No. 224, 303, 305 and 423 of K.P. Patta no.1 of village Maidamgaon under Beltola mouza.

The defendants further beg to state that one Musstt. Nazneen Islam Jamil also preferred a suit being T.S. No.178/08. In the said suit she claimed to be rightful owner with respect to 4 Bighas of land and present suit property is a part of the said 4 Bighas of lands and besides declaration

of right, title and interest she sought for the relief cancellation of Registered Sale Deed Nos. 8869/05, 11190/05, 10618/05 and 11826/05. On the other hand the present plaintiff has sought for the relief of declaration of right, title and interest with respect to Schedule 'C' property which is a part of suit land of T.S. No. 178/08 besides cancellation of Registered Sale Deed Nos. 10618/05, 11190/05 and 8869/05. Such being the position a hazy notion developed in the mind of the present defendants with respect to the rightful owner of the suit land. As the aforesaid Musstt. Naznin Islam Jamil in T.S. No.178/08 claimed the ownership right with respect to the present suit property, So she is one of the necessary party in the present suit and having failed to array her as one of the party to the present suit, the suit is bad for non-joinder of necessary party and as such the suit is liable to be dismissed.

12. That the statements made in paragraph 8 that the defendant No.1 is a greedy man and taking advantage of the simplicity and peace loving nature of the plaintiff the defendant No.1 started illegally encroaching upon the plaintiffs land are false, hence denied. The rest of the statements made in the said paragraph 8 that the defendant No.1 filed a false suit against the present plaintiff by making false and frivolous statements seeking declaration of his right, title and interest over a portion of land measuring 3B-1K covered by Dag No. 224 of K.P. Patta No.1

Nayana-ahu

knowing fully well that he had no right, title, interest or possession over any portion of any land of Dag No.224 are not within the knowledge of the answering defendants, hence denied.

13. That the statements made in paragraph 9 are not within the knowledge of the defendants, hence denied.

14. That the statements made in paragraph 10 the plaintiff approached the Trial Court intimating the illegal action of the defendant No.1 and prayed for proper demarcation of the suit land with the help of competent Revenue staff, that the learned trial court did not pay any heed to the said prayer and directed the police to implement the said court's order of temporary injunction on the prayer of the present defendant No.1, that the police also intimated the court that without proper demarcation of the suit land it would not be possible for them to identify the same for proper implementation of the court's order but the learned trial court rejected the prayer of the police for demarcation of the land against which the plaintiff had to approach the Hon'ble Gauhati High Court with a writ application being W.P.(Civil) No. 4518 of 2003 to quash the order of the trial court passed on 16.1.2003 and 10.3.2003 whereby the trial court directed the present defendant No.1 to maintain status-quo with the help of police in respect of the suit property and after hearing the parties the

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Hon'ble High Court asked the parties to appear before the learned District Judge, Kamrup, Guwahati to get the case transferred to any other appropriate court to obtain necessary order in that regard and that the Hon'ble High Court also directed both the parties to maintain status-quo over the suit land etc. are matters of record and the answering defendants never admit anything which is contrary to and inconsistent with the record.

15. That the statements made in paragraph 11 that prior to this the defendant No.1 obtained an interim order of injunction in his said T.S. No.34 of 2000 against the present plaintiff and taking advantage of the said interim order of injunction the defendant No .1 encroached another plot of plaintiff's land measuring about 1 Katha contiguous to the suit land described in T.S. No.34 of 2000 are false and as such denied by the defendants.

The rest of the statements made in the said paragraph No.11 are matters of record and the defendants never admit anything which is beyond the record.

The defendants beg to state had the deceased defendant No.1 encroached the aforesaid 1 katha land of the plaintiff he ought to have prefer a suit for declaration of right, title and interest and recovery of possession of the said 1 katha of land instead of filing the suit under Section 6 of the Specific Relief Act which leads to the conclusion that the

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plaintiff is well aware with regard to his status with respect to the suit land. The defendants reiterate that the plaintiff cannot claim his ownership upon the suit land inasmuch as his father the donor had no title whatsoever to gift the land to the plaintiff.

16. That the statements made in paragraph 12 that meanwhile the defendant No.1 executed two sale deeds showing sell of 1 Bigha 11 lechas of land covered by Dag No. 218 of K.P. Patta No.6 and Dag No. 434 of K.P. Patta No. 58 to one Sri Bineswar Pegu and that the defendant No.1 fraudulently delivered possession of Plaintiffs 1 Bigha 11 Lechas of land in Dag No. 224 of K.P. Patta No.1 to said Bineswar Pegu are false hence denied. The rest of the statements made in the said paragraph 12 are matters derived from record and the defendants never admit anything which is beyond the record.

17. That the statements made in paragraph 13 are denied by the answering defendants.

18. That the statements made in paragraph 14 that while the T.S. No.34/2000 filed by the defendant No.1 was still pending for disposal the said defendant No.1 fraudulently and dishonestly executed 3 deeds of power of Attorney in favour of the defendant No.2 in respect of 2 kathas 10

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lechas and for 2 kathas each in favour of defendant Nos. 3 and 4 totalling 1B-1K-10L in Dag No. 224 of K.P. Patta No.1 are not within the knowledge of the defendants, hence denied.

With respect to the further statements made in the said paragraph No.14 the defendants beg to state that being one of the legal heirs of Late Sirajul Islam the deceased defendant No.1 was entitled for his share out of the land left behind by the said Sirajul Islam, who was the son of Late Tazul Islam.

19. That with respect to the statements made in paragraph 15 the defendants beg to state that the same are not within the knowledge of the defendants, hence denied.

20. That the statements made in paragraph 16 that on getting information about the trespass on the land and about the illegal earth filling upon the land of Schedule -D the plaintiff went to the land on 5.4.04 and found all the defendant Nos. 1 to 4 and their hired men on the spot etc. etc. are totally false and denied by the answering defendants.

21. That with respect to the statements made in paragraph 17 and 18 are never admitted by the defendant Nos. 5, 6 and 7. The plaintiff can not deny the legitimate share of land of deceased defendants No.1 acquired

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as a legal heir of Late Sirajul Islam over the land left behind by said Sirajul Islam. So the plaintiff is not entitled for the reliefs as prayed in Para Nos. 17 and 18.

22. That the plaintiff is not at all entitled for the reliefs as prayed in paragraph 19 & 20 of the plaint.

23. That the statements made in paragraph 21 are never admitted by the defendant Nos. 5, 6 and 7. In this regard the answering defendants beg to state that the plaintiff can not deny the right, title and interest of the deceased defendant No.1 over the share of land he acquired as a legal heir of Late Sirajul Islam.

24. That with respect to the statements made in paragraph 21 the defendant Nos. 5, 6 and 7 beg to state that as aforesaid Musstt. Naznin Islam Jamil in T.S. No. 178/08 has also prayed for the relief of right, title and interest over a plot of land measuring 4 bighas and the present suit property is a part of the said 4 Bighas of land. Besides the declaration of right, title and interest the said Nazneen Islam Jamil has also sought for the relief of cancellation of registered Sale Deed Nos. 8869/05, 11190/05, 10618/05 and 11826/05. In the present suit amongst other reliefs the

plaintiff also sought for the relief of cancellation of Registered Sale Deed Nos. 8869/05, 10618/05 and 11190/05.

25. That the statements made in paragraph 22 that as none of the defendant Nos. 1 to 4 has got any manner of right, title or authority over any part of suit land described in schedule -B to the plaint and that the plaintiff is entitled to a decree of permanent injunction restraining each of the defendant Nos. 1 to 4, their agents, servants, assigns etc. from in any manner the plaintiff's possession over the suit land described in schedule 'C' and 'D' to the plaint are never admitted by the defendants. The statements made in the said paragraph No.22 are contradictory to the prayer No. (i) of the plaint as in one hand the plaintiff has admitted his possession over the 'C' schedule land and on the other hand he sought for relief of recovery of khas possession over the said 'C' Schedule land. Owing to the aforesaid discrepancies the suit is not maintainable and liable to be dismissed.

26. That as stated in paragraph 23 there arose absolutely no cause of action for the suit, hence the same is liable to be dismissed.

27. That as stated in paragraph 24 the suit is not properly valued and proper court fee has not been paid on it, hence the same is liable to be dismissed.

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28. That the defendants relied herewith a list of documents and
crave for a leave of this Hon'ble Court to rely more documents at the
relevant stage of this suit.

It is, therefore, prayed that Your Honour would
be pleased to dismiss the suit with cost;

And for this act of kindness the defendants shall ever pray.

VERIFICATION

I, Smti Nazrana Ahmed, daughter of Late Nazimuddin Ahmed,
resident of KNCB Road, Bairagi Moth, Dibrugarh, District : Dibrugarh,
Assam do hereby verify that the statements made in paragraphs 5 to 10, 11 (P),
12 to 18, 20, 23, 25 are true to my knowledge and belief,
those made in paragraphs 2 (P), 11 (P) _____
are matters derived from record and rests are my humble
submissions.

And I sign this verification on this 11 th day of June, 2010 at
Guwahati.

Nazrana Ahmed.
Signature



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AFFIDAVIT

I, Smti Nazrana Ahmed, daughter of Late Nazimuddin Ahmed, aged about 40 years, resident of KNCB Road, Bairagi Moth, Dibrugarh, District- Dibrugarh, Assam do hereby solemnly affirm and declare as follows:

1. That I am the Defendant No.5 of the present suit and the mother of the minor defendant Nos. 2 and 3 and as such competent to swear this affidavit.

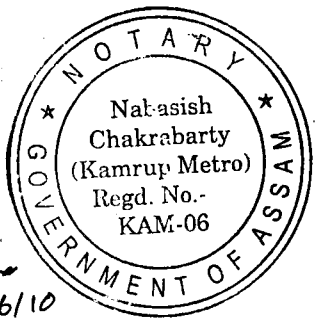
2. That the statements made in paragraphs 5 to 10, 11(P), 12 to 18, 20, 23, 25 _____ are true to my knowledge and belief, those made in paragraphs 2(P), 11(P) _____ are matters derived from record and rests are my humble submissions.

And I sign this Affidavit on this 11 th day of June, 2010 at Guwahati.

Identified by me,

Rupin Sarma
11/6/10

Advocate



Nazrana Ahmed
Deponent

SOLEMNLY affirmed and declared before me by the deponent on Identification of Id. Advocate / Advocate's Clerk.

Narasimha

NABASISH CHAKRABARTY
NOTARY Govt. of Assam
Regd. No. KAM-06
Panbazar, Guwahati-781001.

11 JUN 2010


In the Court of the Civil Judge No.2 Kamrup, Guwahati

T.S. No. 396/05

ISSUES

1. Whether the suit is maintainable in law ?
2. Whether the suit is bad for mis-joinder and non-joinder of necessary parties ?
3. Whether the plaintiff has right, title, interest in respect of C & D schedule land ?
4. Whether the plaintiff is entitled to a decree for recovery of khas possession in respect of C and D schedule land ?
5. Whether the plaintiff is entitled to realize Rs. 2,43,600/- as mense profit as prayed for ?
6. Whether the power of attorney deed No. 1191/05, 1190/05 and 1188/05 and sale deeds No. 10618/05, deed No. 11190/05 and deed No. 8869/05 are null, void and liable to be cancelled ?
7. Whether the plaintiff is entitled to a decree as prayed for ?
8. To what other relief/reliefs the parties are entitled ?

J
nala


 Civil Judge No. 2,
 Civil Judge No. 2,
 Kamrup, Guwahati.

21/5/12

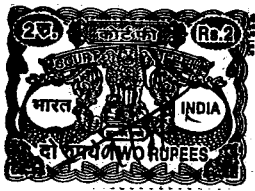
94

মোকাম

২ নং দেৱানী ন্যায়াধীশৰ আদালত (কামৰূপ) মহানগৰ, গুৱাহাটী

স্বত্ব গোচৰ নং ৩৯৬/২০০৫

T.S. 396/2005

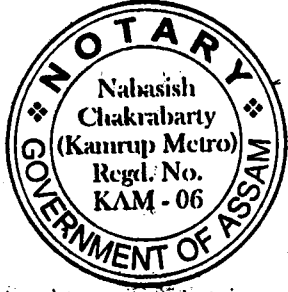


*Tasadduk Hussain
Filed by Dipak Baruah, Advocate.
9/8/2012*

তহদুক হুছেইন বাদী

বনাম

নাজিমুল ইছলাম গয়ৰহ বিবাদীগণ



Copy Enclosed

*Recd
R. S. Baruah
Advocate
30-11-12*

দেৱানী কাৰ্য্যবিধি আইনৰ অৰ্ডাৰ ১৮ ৰুল ৪ মতে সাক্ষ্যনামা বাদীৰ সপক্ষে নিম্নৰূপত এনে ধৰণৰ :

মই মহম্মদ তহদুক হুছেইন, পিতা তজমুল হুছেইন, বয়স - আনুমানিক ৭২ বছৰ,

সাং- কৰ্ণেল জে. আলি পথ, লাখটকীয়া, পাণবজাৰ, গুৱাহাটী-৭৮১০০১, জিলা - কামৰূপ (মহানগৰ)

অন্তৰ্গত সত্য পাঠ কৰি কওঁ যে—

- ১। মই এই গোচৰৰ বাদী আৰু গোচৰ সংক্ৰান্ত সকলো কথা জানো আৰু অৱগত।
- ২। মই কওঁ যে, কামৰূপ জিলাৰ বেলতলা মৌজাৰ মৈদাম গাওঁ অন্তৰ্গত পুৰণি ৪৬ নং আৰু নতুন ১ নং পট্টাৰ ৯১ বিঘা ২ কঠা ১৪ লেচা জমি মঃ তাজুল ইছলাম আৰু মঃ তজমুল হুছেইনৰ আছিল; দুয়ো বৰ্তমান মৃত আৰু উভয়ে তয়ব আলিৰ পুত্ৰ। জমিৰ খাজানা দুয়োজনে নিজ নিজ দখলৰ মাটিত আদায় দি উক্ত জমিত ভোগ দখল কৰি আছিল যদিও ডাঙৰ ভাতৃ মঃ তাজুল ইছলামৰ নামত নামজাৰি হয়।

ক্ৰমশঃ

Nabasish Chakrabarty
NABASISH CHAKRABARTY
NOTARY Govt. of Assam
Regd. No. KAM-06
Bhazar, Guwahati-781001.

09 AUG 2012

৩। মই কওঁ যে মাটিৰ খাজনা দিব নোৱাৰাৰ বাবে উক্ত পট্টাৰ সমুদায় জমি (৯১ বিঘা ২ কঠা ১৪ লেচা) ১২/২৯(৫০-৫১) নং গোচৰ অনুযায়ী নিলামত যায় আৰু উক্ত নিলামত সমুদায় জমি অন্নৰাম বৰুৱাই খৰিদ কৰি লয়।

৪। মই কওঁ যে অন্নৰাম বৰুৱাৰ সতে পট্টাদাৰ তাজুল ইছলাম আৰু মোৰ বাবা তজমুল হুছেইনৰ বন্ধু সুলভ সম্বন্ধ আছিল আৰু শেষত অন্নৰাম বৰুৱাই বিক্ৰি দলিল যোগে ৭২ বিঘা ৩ কঠা ১৭ লেচা জমি পট্টাদাৰগণক ঘূৰাই দিয়ে, কিন্তু নামজাৰি গোচৰ নং খাঃ মোঃ ৩৬৩/৬৭-৬৮ যোগে উক্ত নামজাৰি মঃ তাজুল ইছলামৰ নামত সম্পাদিত হয় যিহেতু মঃ তাজুল ইছলাম ডাঙৰ ককাইদেউৱেক আছিল।

৫। মই কওঁ যে অন্য এখন স্বত্ব ত্যাগ দলিল যোগে (Deed of Relinquishment) তাজুল ইছলামে ৫২ বিঘা ৪ কঠা ৬ লেচা জমি মোৰ বাবা তজমুল হুছেইনৰ নামত হস্তান্তৰ কৰে আৰু সেইমতে মোৰ বাবা উক্ত জমিৰ সম্পূৰ্ণ গৰাকী হয় আৰু গোচৰ নং খাঃ মোঃ ৯২০/৭১-৭২ যোগে উক্ত ৫২ বিঘা ৪ কঠা ৬ লেচা জমি মোৰ দেউতাৰ নামত নামজাৰি হয়।

৬। মই কওঁ যে মোৰ বাবাই স্বত্ব ত্যাগ সূত্ৰে লাভ কৰা ৫২ বিঘা ৪ কঠা ৬ লেচা জমিৰ মধ্যে ২৪ বিঘা ২ কঠা ১৬ লেচা জমি (২২৪ নং দাগৰ সমুদায় জমি) ৫০২৬/৭২ তাং ২৯/৫/৭২ পঞ্জীয়ন দলিল যোগে মোৰ নামত দানযোগে হস্তান্তৰ কৰে আৰু সেই দান মই গ্ৰহণ কৰো আৰু শেষত খাঃ দাঃ মোঃ নং ২০৮৫/৭১-৭২/ তাং ৩/৮/১৯৭৩ গোচৰ যোগে এই মাটি মোৰ নামত নামজাৰি হয়।

৭। মই কওঁ যে উক্ত জমিৰ প্ৰায় ১১ বিঘা, ১ কঠা, ১০ লেচা মই বিভিন্ন সময়ত বিভিন্ন লোকক বিক্ৰি আৰু দানযোগে হস্তান্তৰ কৰো আৰু মোৰ দখলত ১৩ বিঘা, ১ কঠা, ১ লেচা জমি বাকী থাকে। সেই জমিৰ মধ্যে ৩ বিঘা জমিত মই দুটা অসম আৰ্হিৰ ঘৰ, ৪ টা টিনচালিৰ অস্থায়ী ঘৰ সাজো— তাত ৭ টা কোঠা আছে আৰু সমূহ ঘৰ গুৱাহাটী পৌৰ নিগমৰ অধীনত ৫৮ নং ৱাৰ্ডত (ন) ৩৪ (পু) ৪২২৫ নং হাল্ডিং অনুসৰি কৰ ধাৰ্য্যৰ বাবে মূল্যাংকন কৰা হয়। উক্ত ঘৰত মই বিজুলী আৰু টেলিফোন মোৰ নামত সংযোগ কৰো। এই ঘৰ সমূহৰ ওপৰিও

ক্রমশঃ

NABASISH CHAKRABARTY
NOTARY Govt. of Assam
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09 AUG 2012

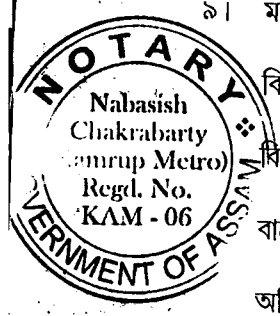
Tasadduk Hussain

মই অন্য ৩ টা গৰু গোহালি সাজো, আৰু ইয়াত ১২ জনী জাৰ্চি খিৰতি গাই আছে। তাৰোপৰি তাত অন্য কিছুমান বয়বস্তু তথা টিনপাত, বিভিন্ন জোখৰ কাঠ (নতুন+পুৰণি) আদি মই ভৱিষ্যতে কামত লাগিব বুলি ৰাখি থৈছো। উক্ত জমিখণ্ডৰ সোঁমাজত ১১৫x৭০ ফুট মাপৰ এটা মাছ পোহা পুখুৰী আছে আৰু তাত বিভিন্ন মাছ আছে। ইয়াৰ লগতে এখন কুকুৰা পাম (Poultry Farm) আছে আৰু তাত কণী পৰা ৩০ টা কুকুৰা আৰু ২০ টা অন্য কুকুৰা চৰাই আছে, লগতে উঁড়াল ঘৰ ১ টা আছে আৰু তাত ২০ কুইণ্টল মান ধান আছে। এইবোৰৰ বাহিৰেও ভাড়াঘৰ আছে আৰু উক্ত ভাৰতীয়াসকলৰ পৰা মই প্ৰায় ৭,০০০.০০ (সাত হাজাৰ) টকা মাহেকত ভাড়া পাওঁ। এই সমুদায় জমি খণ্ডৰ পৰিমাণ প্ৰায় ৩ বিঘা, ঘৰ-দুৱাৰেৰে সৈতে।

৮। মই কওঁ যে ১ নং বিবাদী, "তাজুল ইছলামৰ নাতিয়েক আৰু মোৰ ডাঙৰ বাবাৰ ল'ৰা। উক্ত পট্টাৰ কোনো জমিতেই তেওঁৰ অংশ নাই যিহেতু তেওঁৰ ককাদেউতাকে তেওঁৰ অংশৰ সমুদায় জমি পূৰ্বতে বিক্ৰী কৰিছে আৰু সেই মৰ্মে গুৱাহাটীস্থ সহকাৰী বন্দৰাস্তি প্ৰাধিকাৰীৰ বিবিধ গোচৰ নং ৪২/০২-০৩ তাং ১৬/১২/২০০৩ মতে ৰায়দান কৰা হুকুমমতে বেলতলা মৌজাৰ মৈদাম গাওঁৰ ১ নং পট্টাত তেওঁলোকৰ নামত কোনো জমি নাই।

৯। মই কওঁ যে মই এজন সহজ সৰল লোক আৰু মোৰ সৰল অৱস্থাৰ সুযোগ লৈ ১ নং বিবাদীয়ে অবৈধভাৱে মোৰ দখলত থকা উক্ত জমিত অনুপ্ৰৱেশ কৰা আৰম্ভ কৰে। ১ নং বিবাদীয়ে মোৰ বিৰুদ্ধে কে.পি পট্টা নং ১ ৰ অন্তৰ্গত ২২৪ নং দাগৰ ৩ বিঘা ১ কঠা জমিৰ বাবে স্বত্ব দখলৰ এক দেৱানী গোচৰ ৰুজু কৰি মোৰ জমিত আদালতৰ পৰা হক স্বত্ব দখলৰ অধিকাৰ বিচাৰে আৰু ই সম্পূৰ্ণ মিছা গোচৰ বুলি মই কওঁ।

১০। মই কওঁ যে উক্ত T.S. 34/2000 গোচৰ গুৱাহাটীৰ ১ নং দেৱালী ন্যায়াধীশৰ আদালতত বিচাৰাধীন হৈ আছে আৰু বিবিধ গোচৰ নং ২৩/২০০০ অত অন্তৰ্ৱৰ্তীকালীন হিচাপে দিয়া এক হুকুমৰ বলত ১ নং বিবাদীয়ে মোৰ জমিত জোৰপূৰ্বক অবৈধভাৱে দখল কৰে। উক্ত জমি মোৰ এই গোচৰৰ 'C' তপশীলত দেখুওৱা হৈছে আৰু দখল কৰা মাটি ঘৰ T.S. 34/2000 সৈতে কোনো ধৰণৰ সম্পৰ্ক নাই।



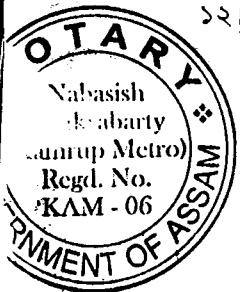
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NABASISH CHAKRABARTY
NOTARY Govt. of Assam
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ক্রমশঃ

Masadduk Hussain

১১। মই কওঁ যে ১ নং দেৱানী ন্যায়াধীশৰ আদালতৰ গোচৰত ১ নং বিবাদীৰ বিৰুদ্ধে সকলো কথা বিৱৰি কওঁ আৰু ৰাজহ বিভাগৰ দ্বাৰা বিবাদীয় জমি ঠিকমতে জোখমাপ কৰিবৰ বাবে প্ৰাৰ্থনা জনাওঁ। আদালতে মোৰ প্ৰাৰ্থনা গ্ৰহণ নকৰে আৰু আৰক্ষীক ইতিপূৰ্বে আদালতে অন্তৰ্ভুক্তকালীন ভাবে দিয়া নিষেধাজ্ঞা প্ৰতিৰূপন (implement) কৰিবৰ বাবে হুকুম দিয়ে কিন্তু আৰক্ষীয়ে প্ৰকৃত জোখমাপ নিৰূপণ নকৰাকৈ মাটিৰ দখল চমজাই দিব পৰা নাযাব বুলি প্ৰতিবেদন দিয়ে যদিও নিম্ন আদালতে সেই প্ৰতিবেদন নাকচ কৰে আৰু সেইবাবে উপায়স্বৰ হৈ মই WP(C) No. 4518/2003 যোগে মহামান্য গুৱাহাটী উচ্চ ন্যায়ালয়ত লেখ আবেদন কৰি ১৬/১/২০০৩ তাৰিখে নিম্ন আদালতে দিয়া হুকুম আৰু ১০/৩/২০০৩ তাৰিখে ১ নং বিবাদীক আৰক্ষীৰ সহায়ত স্থিত-অৱস্থা বাহাল ৰাখিবৰ বাবে দিয়া দুয়োটা হুকুম ৰদ কৰিবৰ বাবে প্ৰাৰ্থনা জনাওঁ আৰু মহামান্য আদালতে দুয়োপক্ষকে শূনি মাননীয় জিলা ন্যায়াধীশ কামৰূপৰ আদালতত হাজিৰ হৈ উক্ত গোচৰ বৰ্তমান চলি থকা আদালতৰ পৰা অন্য এক আদালতলৈ বদলি কৰিবৰ বাবে আবেদন কৰাৰ নিৰ্দেশ দিয়ে। মহামান্য উচ্চ ন্যায়ালয়ে দুয়ো পক্ষকে স্থি-অৱস্থা বজাই ৰাখিবৰ বাবে আজ্ঞা কৰে আৰু সেইমতে গোচৰ দেৱানী ন্যায়াধীশ (জ্যেষ্ঠ খণ্ড) ১ নং আদালতত চলি আছে।



১২। মই কওঁ যে ১ নং বিবাদীয়ে T.S. 34/2000 গোচৰত দিয়া অন্তৰ্ভুক্তকালীন এক নিষেধাজ্ঞাৰ বলত মোৰ অন্য এডোখৰ প্ৰায় ১ কঠা পৰিমাণৰ জমি দখল কৰি লয় আৰু এই জমি TS 34/2000 অত দেখুওৱা জমিৰ ওচৰৰ মাটি বুলি দেখুৱাইছে আৰু যাৰ বাবে মই Specific Relief Act ৰ ৬ ধাৰা অনুযায়ী T.S. 275/2000 নং গোচৰ ১নং বিবাদীৰ বিৰুদ্ধে ৰজু কৰিব লগা হয়, অৱশ্যে পাছত মই এই গোচৰ উঠাই লওঁ।

১৩। মই কওঁ যে ১ নং বিবাদীয়ে দুখন বিক্ৰী দলিল সম্পাদিত কৰে। মুঠ ১ বিঘা ১১ লোচা জমি পট্টা নং ৬, দাগ নং ২১৮ আৰু পট্টা নং ৫৮, দাগ নং ৪৩৪ অন্তৰ্গত জমি বুলি শ্ৰীবিনেশ্বৰ পেগুৰ বিক্ৰি কৰে কিন্তু প্ৰকৃতত এই জমি পট্টা নং ১, দাগ নং ২২৪ ৰ অন্তৰ্গত। শ্ৰীবিনেশ্বৰ পেগুৰে যেতিয়া এই জমিত মাটি ভৰাই অস্থায়ী চালিঘৰ সাজে মই তেতিয়া তেওঁ আৰু ১

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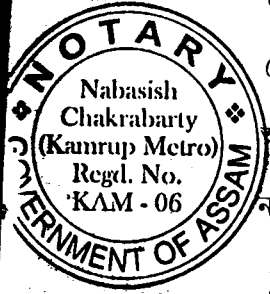
৭৪

Jasadduk Hussain

নং বিবাদীৰ বিৰুদ্ধে T.S. 155/2002 গোচৰ ৰুজু কৰো আৰু সেই গোচৰত বিনেশ্বৰ পেণ্ডৰ উচ্ছেদ আৰু মোৰ হকে স্বত্ব দখলৰ বাবে প্রার্থনা জনাওঁ।

১৪। মই কওঁ যে ১ নং বিবাদী আনৰ জমি দখলত অভ্যন্ত লোক আৰু অন্য বহুলোকে তেওঁৰ বিৰুদ্ধে জমি অবৈধভাৱে দখলকাৰী বুলি গোচৰ কৰিছে।

১৫। মই কওঁ যে ১ নং বিবাদীয়ে ৰুজু কৰা T.S. 34/2000 চলি থকা অৱস্থাত, ১ নং বিবাদীয়ে অবৈধ আৰু বেআইনী ভাবে তিনিখন আমোক্তাৰ নামা ২, ৩ আৰু ৪ নং বিবাদীৰ সপক্ষে সম্পাদিত কৰে। ১ নং পট্টাৰ ২২৪ নং দাগৰ অন্তৰ্গত এখন আমোক্তাৰ নামাত ২ কঠা, ১০ লেচা জমি ২ নং বিবাদীক আৰু আন দুখনত ২ কঠাকৈ ৩ আৰু ৪ নং বিবাদীক বিক্ৰী কৰা দেখুৱাইছে আৰু সেই মুঠ মাটিৰ পৰিমাণ ১ বিঘা, ১ কঠা, ১০ লেচা। এই সমুদায় কাৰ্য্য অবৈধ আৰু বেআইনী আৰু সেইবাবে সেই আমোক্তাৰ নামাৰ কোনো কাৰ্য্য মোৰ ক্ষেত্ৰত প্ৰযোজ্য নহয়।



১৬। মই কওঁ যে উক্ত আমোক্তাৰ নামাৰ বলত ২, ৩ আৰু ৪ নং বিবাদীয়ে অবৈধভাৱে উক্ত ১ বিঘা ১ কঠা ১০ লেচা জমিত মাটি পেলোৱা কাৰ্য্য আৰু অস্থায়ীভাৱে একছলি ঘৰ সজা আৰম্ভ কৰে। ২, ৩ আৰু ৪ নং বিবাদীয়ে এইসকলোবোৰ কাম ওপৰোক্ত আমোক্তাৰ নামাকেইখনৰ বলত কৰি আছে আৰু এইখিনি মোৰ আৰ্জিৰ 'D' তপশীলত দেখুওৱা আছে। এই তিনিখন আমোক্তাৰ নামাৰ বিশদ বিৱৰণ 'E' তপশীলত দেখুওৱা আছে।

১৭। মই কওঁ যে ১, ২, ৩ আৰু ৪ নং বিবাদীগণে মোৰ জমিত অবৈধভাৱে সোমোৱা আৰু মাটি পেলোৱাৰ খবৰ শুনি মই ৫/৪/২০০৪ তাৰিখে উক্ত ঠাইলৈ যাওঁ আৰু উক্ত বিবাদীগণ আৰু তেওঁলোকৰ মানুহ কিছুমান দেখা পাওঁ। মই যেতিয়া তেওঁলোকৰ মাটি ভৰ্তি কৰা কাৰ্য্যৰ বিৰুদ্ধে প্ৰতিবাদ কৰো তেতিয়া তেওঁলোকে মোক ভাবুকি প্ৰদৰ্শন কৰে। মই ভীতিগ্ৰস্ত হৈ পৰো আৰু বশিষ্ঠ আৰক্ষী চকীত এজাহাৰ দাখিল কৰো আৰু এই এজাহাৰত ২, ৩ আৰু ৪ নং বিবাদীয়ে উক্ত ১ বিঘা, ১ কঠা, ১০ লেচা জমিত তৰ্জা বেৰা দি দখল কৰাৰ কথা উল্লেখ কৰে। মই এজাহাৰ দিয়াৰ পিছত পুলিচে একো ব্যৱস্থা গ্ৰহণ নকৰিলে।

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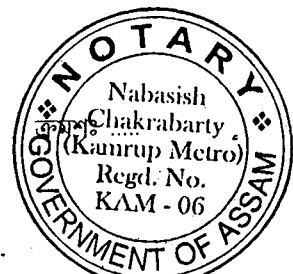
১৮। মই কওঁ যে উপায়ন্তৰ হৈ ১ নং বিবাদীৰ বিৰুদ্ধে মই দেৱানী গোচৰটো ৰুজু কৰো আৰু মোৰ ৩ বিঘা জমি আৰু তাত থকা ঘৰ-দুৱাৰ, অন্যান্য সা-সঁজুলি আচবাব ইত্যাদিৰ লগতে হক স্বত্ব দখল অধিকাৰ বিচাৰি প্ৰাৰ্থনা জনাইছো আৰু এই সকলোবোৰ আৰ্জিৰ 'C' তপশীলত দেখুওৱা আছে। তাৰোপৰি ১৭, ৮৬, ৬০০/- টকা মূল্যৰ লোকচান আৰু ক্ষতিপূৰণ ১ নং বিবাদীৰ পৰা আদায় পোৱাৰ কাৰণেও গোচৰৰ 'C' তপশীলত অন্তৰ্ভুক্ত আছে। তাৰোপৰি মধ্যকালীন সকাহ, লোকচান-ক্ষতিপূৰণৰ দাবী আদি আৰ্জিৰ তপশীলৰ 'F' আৰু 'G' তত দেখুওৱা আছে।

১৯। মই কওঁ যে মোৰ উক্ত তপশীল বৰ্ণিত জমিত ১২ জনী খিৰতী জাৰ্চী গাই গৰু, এখন চলন্ত কুকুৰা পাম য'ত ৩০ জনী কণী দিয়া কুকুৰা আৰু ১০ টাকৈ হাঁহ লগতে বিভিন্নসংখ্যক মাছেৰে উপচি থকা পুখুৰী, বিভিন্ন গছৰে এখন বাঁহনী, তামোল, নাৰিকল, অন্যান্য মূল্যবান ফলমূলৰ গছ এখ বৃহৎ আকাৰৰ পাম, যৰ পৰা মই বছৰত প্ৰায় ৬ লাখ টকা আয় কৰো। তাৰোপৰি মই ভাড়া হিচাপে ৪,০০০/- টকা বিভিন্ন ভাড়াতীয়াৰ পৰা পাপ, কিন্তু এই সকলোবোৰ ১ নং বিবাদীৰ অবৈধ দখলৰ বাবে বঞ্চিত হৈ আছে। যোৱা ৩ বছৰত মই প্ৰায় ২,৪৩,৬০০/- টকা লোকচান ভৰাৰ ওপৰিও মানসিক, শাৰীৰিক যন্ত্ৰণাত ভুগি আছো আৰু সমাজত হয় প্ৰতিপন্ন হৈছো। মই মোৰ আৰ্জিৰ 'F' তপশীলত দেখুওৱা সমুদায় টকা-পইচা খৰছা ১ নং বিবাদীৰ পৰা আদায় কৰাৰ বাবে দাবী কৰিছো। মোৰ জমিত থকা গৰু গাই ইত্যাদিবোৰৰ অস্তিত্ব নোহোৱাৰ বাবে মই বহু ক্ষতিৰ সন্মুখীন হৈছো আৰু 'G' তপশীলত দেখুওৱা পামখনৰ অৱস্থা নোহোৱাৰ বাবে ভালেমান লোকচানৰ সন্মুখীন হৈছো আৰু এই সমুদায় উল্লেখিত ধন, টকা-পইচা, সামগ্ৰী ১ নং বিবাদীৰ পৰা আদালতৰ ডিক্ৰী যোগে পোৱাৰ কাৰণে হকদাৰ বুলি গণ্য কৰো।

২০। মই কওঁ যে মই লোকচক্ষুৰ সন্মুখত হয় প্ৰতিপন্ন হোৱাৰ লগতে মানসিক আৰু শাৰীৰিক ভাবে যন্ত্ৰণাত ভুগিছো, যিটো কথা টকা-পইচাৰে জুখিব নোৱাৰি যদিও মই ১ নং বিবাদীৰ পৰা ৫ লাখ টকা এই গোচৰৰ যোগেদি দাবী কৰিছো। কিয়নো ১ নং বিবাদীৰ অবৈধ আৰু বেআইনী কাৰ্য্যৰ বাবে মই এনে ধৰণৰ দুৰ্ভোগত ভুগিব লগা হৈছে।

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Jasadduk Hussain

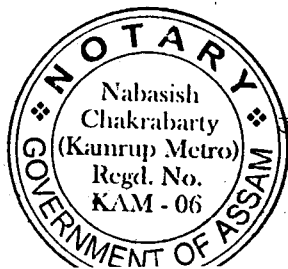
২১। মই কওঁ যে পট্টা নং ১, দাগ নং ২২৪ ৰ অন্তৰ্ভুক্ত যি মাটি আৰ্জিৰ 'D' তপশীলত দেখুওৱা আছে সেয়া ১ নং বিবাদীয়ে ২, ৩ আৰু ৪ নং বিবাদীক অবৈধ আৰু অন্যায়ভাবে আমোক্তাৰ নামা সম্পাদন কৰি বিক্ৰী কৰি দখল দিছে যাৰ কোনোধৰণৰ আইনগত কৰ্তৃত্ব নাই বুলি মাননীয় আদালতৰ পৰা ঘোষণা বিচৰাৰ লগতে সেই জমিত ২, ৩ আৰু ৪ নং বিবাদীয়ে কোনো ধৰণৰ হক-স্বত্ব দখল পাব নোৱাৰিব বুলি ঘোষণা বিচৰাৰ ওপৰিও ২, ৩ আৰু ৪ নং বিবাদীয়ে 'D' তপশীলত দেখুওৱা ১ বিঘা ১ কঠা ১০ লেচা মাটি যি ভাবে দখল কৰি আছে সেয়া সম্পূৰ্ণ অবৈধ আৰু বেআইনী বুলি ঘোষণা কৰিব লাগে আৰু এই সকলোবোৰ আইনগত দিশৰ ভিত্তিত আৰ্জিৰ 'D' তপশীলত দেখুওৱা জমি মই বেদখল মুক্ত কৰাৰ অধিকাৰ সাব্যস্ত কৰাৰ বাবে মাননীয় আদালতৰ পৰা ডিক্ৰী পোৱাৰ যোগ্য আৰু ২, ৩ আৰু ৪ নং বিবাদী, তেওঁলোকৰ এজেণ্ট, কৰ্মচাৰী আদি আৰু বিবাদীয় জমিত যি অস্থায়ী গাঁঠনি গঢ়ি তোলা হৈছে, সেই সকলোবোৰ আঁতৰ কৰাৰ বাবেও প্ৰাৰ্থনা হিচাপে ডিক্ৰী বিচাৰিছো।

২২। মই কওঁ যে ১ নং পট্টাৰ অন্তৰ্গত ২২৪ নং দাগৰ বেলতলা মৌজাৰ মৈদাম গাওঁত মোৰ যি জমি আছে তাত ১ নং বিবাদীৰ বা তেওঁৰ উত্তৰাধিকাৰীগণৰ কোনো ধৰণৰ হক-স্বত্ব অধিকাৰ নাই, গতিকে ১ নং বিবাদীয়ে ২, ৩ আৰু ৪ নং বিবাদীৰ সপক্ষে যি আমোক্তাৰ নামা সম্পাদন কৰিছে— সেয়া কৰিবৰ বাবে ১ নং বিবাদীৰ কোনো কৰ্তৃত্ব নাই। দেখা গৈছে ১ নং বিবাদীয়ে কেৱল মোৰ ব্যাপক ক্ষতি কৰাৰ উদ্দেশ্যেই তেওঁ ১১৯১/১১৯০/১১৮৮ নং দলিল তাং ২৮/২/২০০৫ সম্পাদন কৰি মোৰ বিস্তৃত ক্ষতি কৰিছে। মোৰ আৰ্জিৰ 'E' তপশীলত এই আমোক্তাৰ নামা কেইখনৰ বিশদ তথ্য দিয়া হৈছে আৰু সেইবাবে এই আমোক্তাৰ নামাৰ যোগেদি বিক্ৰী কৰা দলিল কেইখন অবৈধ আৰু বেআইনী ঘোষণা কৰিব লাগে।

২৩। মই কওঁ যে ২০০৭ চনৰ মে' মাহত মই গম পালো যে ১ নং বিবাদীয়ে ইতিমধ্যে ২ কঠা, ১০ লেচা জমি ২ নং বিবাদীৰ সপক্ষে এখন বিক্ৰী দলিল নং ৮৮৬৯/০৫ সম্পাদন কৰি বিক্ৰী কৰিছে আৰু এই কাৰ্য সম্পূৰ্ণভাবে অবৈধ আৰু বেআইনী আৰু সেইবাবেই মাননীয় আদালতে ইয়াক অবৈধ বুলি ঘোষণা কৰিব লাগে।

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ফর্মশঃ

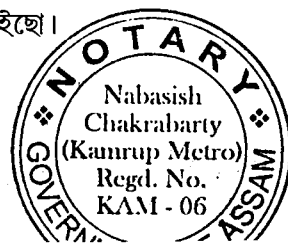
২৪। মই কওঁ যে ২০০৮ চনৰ চেপ্তেম্বৰ মাহত মই গম পাওঁ যে ১ নং বিবাদীয়ে ৩ আৰু ৪ নং বিবাদীৰ সপক্ষে দলিল নং ১০৬১৮/২০০৫ আৰু ১১১৯০/২০০৫ যোগেদি ৪ কঠা মাটি বিক্রী সম্পাদন কৰি দিছে, যি কাৰ্য্য সম্পূৰ্ণ অবৈধ বেআইনী আৰু কৰ্তৃত্বহীন।

২৫। মই কওঁ যে ১, ২, ৩ আৰু ৪ নং বিবাদীৰ মোৰ আৰ্জিৰ 'B' তপশীলত দেখুওৱা জমিৰ ওপৰত কোনো ধৰণৰ হক স্বত্ব অধিকাৰ নাই আৰু মই মাননীয় আদালতৰ পৰা এওঁলোকৰ বিৰুদ্ধে স্থায়ী নিষেধাজ্ঞা পোৱাৰ বাবে প্ৰাৰ্থনা জনাইছো, লগতে ১, ২, ৩ আৰু ৪ নং বিবাদীৰ তলতীয়া কৰ্মচাৰী, এজেণ্ট আদিয়েও বিবাদীয় মাটিত কোনো ধৰণৰ হস্তক্ষেপ যাতে কৰিব নোৱাৰে তাৰো প্ৰাৰ্থনা কৰিছো।

২৬। মই কওঁ যে মাননীয় আদালতৰ পৰা মোৰ আৰ্জিৰ 'C' তপশীলত দেখুওৱা জমি আৰু ঘৰৰ বাবে হক-স্বত্ব দখল অধিকাৰ আৰু অবৈধ দখল মুক্ত কৰাৰ বাবে ডিক্ৰী বিচাৰিছো আৰু সেই জমিৰ পৰা ১ নং বিবাদী আৰু তেওঁৰ এজেণ্ট, কৰ্মচাৰী ইত্যাদিক আঁতৰ কৰি আৰ্জিৰ তপশীলৰ 'D' অত দেখুওৱা ১ বিঘা ১ কঠা ১০ লেচা মাটিত মোৰ হক-স্বত্ব দখল অধিকাৰ ঘোষণা কৰা, লগতে 'E' তপশীলত দেখুওৱা তিনিওখন আমোক্তাৰ নামা অবৈধ ঘোষণা আৰু সেই জমিৰ খাছ দখল মোৰ লগত ঘোষণা কৰা আৰু আৰ্জিৰ তপশীলৰ 'F' অত দেখুওৱা ২,৪৩,৬০০/০০ টকা আদায় দিয়াৰ ঘোষণা আৰু তপশীলৰ 'G' অত দেখুওৱা মূল টকাৰ ওপৰত ১৫% হাৰৰ সুদ ১২/১২/২০০২ৰ পৰা ডিক্ৰী আদায় নোহোৱা পৰ্য্যন্ত ইত্যাদি। লগতে গুৱাহাটী উপ-পঞ্জীয়কৰ কাৰ্যালয়ত ১ নং বিবাদীয়ে ২, ৩ আৰু ৪ নং বিবাদীৰ সপক্ষে সম্পাদিত কৰা আমোক্তাৰ নামা দলিল নং ১১৯১/২০০৫, ১১৯০/২০০৫, ১১৮৮/২০০৫ তিনিওখনৰে তাৰিখ ২৮/২/২০০৫ আৰু বিক্রী দলিল ৮৮৬৯/০৫ তাং ২১/৭/০৫, ১০৬১৮/০৫ তাং ৩/৯/২০০৫ আৰু ১১১৯০/০৫ তাং ২০/৯/২০০৫ কেইখন অবৈধ আৰু বেআইনী বুলি ঘোষণা কৰা ইত্যাদি সমুদায় প্ৰাৰ্থনা পূৰণৰ বাবে আদালতৰ পৰা আৰ্জী বিচাৰিছো। তাৰোপৰি এই জমিত কোনো ধৰণৰ অবৈধ ঘৰসজা বা এই জমি অন্য কাৰোবাক হস্তান্তৰ নকৰিবৰ বাবেও প্ৰাৰ্থনা জনাইছো।

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ক্রমশঃ

Jasadduk Hussain

২৭। মই নিম্নলিখিত কাগজ পত্ৰ সমূহ প্ৰদৰ্শক হিচাপে প্ৰদৰ্শন কৰিছো।

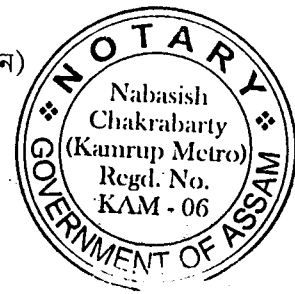
- প্ৰঃ ১ :- বিক্ৰী দলিল নং ৫৩৬৫ তাং ২৭/৭/১৯৫৭
- প্ৰঃ ২ :- নামজাৰি গোচৰ নং ৩৬৩/১৯৬৭-৬৮ ৰ ২৬/৭/১৯৬৮ ৰ হুকুম
- প্ৰঃ ৩ :- তাং ৮/১১/১৯৭১/৮৩৮৫ স্বত্ব ত্যাগৰ প্ৰতিলিপি
- প্ৰঃ ৪ :- নামজাৰি হুকুমৰ প্ৰতিলিপি
- প্ৰঃ ৫ :- দানপত্ৰ নং ৫০২৬/ তাং ২২/৫/১৯৭২
- প্ৰঃ ৬ :- ৩/৮/১৯৭৩ তাৰিখে দিয়া নামজাৰি হুকুম
- প্ৰঃ ৭ :- ১ নং পট্টা/৪৬(পু) মৈদামগাওঁ, বেলতলাৰ জমাবন্দী
- প্ৰঃ ৮ :- গুৱাহাটী পৌৰনিগমে জাৰি কৰা ২০/১১/১৯৯৩ জাননী
- প্ৰঃ ৯ :- গুৱাহাটী পৌৰনিগমক আদায় দিয়া খাজনাৰ বহিদ (দুখন) ১২৫৯৫৯
তাং ৪/৩/২০০৬ আৰু ৮৮৫৬৩৩ তাং ২৭/১১/২০০২
- প্ৰঃ ১০(১) ৰ পৰা ১০(৫) :- খাজনা আদায়ৰ বহিদ (৫খন)
- প্ৰঃ ১১(১) ৰ পৰা ১১(২) :- বিদ্যুত আদায়ৰ বহিদ (২খন)
- প্ৰঃ ১২ :- টেলিফোন সংযোগীকৰণৰ জাননী
- প্ৰঃ ১৩ :- T.S. ৩৪/২০০০ ৰ আৰ্হি
- প্ৰঃ ১৫ :- লেখ আবেদন WP(C) No. 4518/2003 তাং ১৮/১১/২০০৩ ৰ প্ৰতিলিপি
- প্ৰঃ ১৬ :- T.S. 275/2000 ৰ Certified copy
- প্ৰঃ ১৭ :- T.S. 155/2002 প্ৰতিলিপি
- প্ৰঃ ১৮ :- ২৫/২/২০০৫ তাৰিখে ১১৯১/২০০৫ নং আমোক্তাৰ নামা নাজিমুল ইছলামে
সদ্যৎ সন্ধানৰ সপক্ষে সম্পাদিত কৰা
- প্ৰঃ ১৯ :- ২৫/২/২০০৫ তাৰিখৰ নাজিমুল ইছলামে কৰা ১১৯০/২০০৫ আমোক্তাৰ নামা

টুলুমণি গগৈৰ সপক্ষে

ক্ৰমশঃ

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NOTARY Govt. of Assam
No. KAM-06
No. 781001.

Jasoduk (Hun)



প্রঃ ২০ :- ২৫/২/২০০৫ তাৰিখে ১১৮৮/২০০৫ নং আমোক্তাৰ নামা নাৰ্জিমুল ইছলামে

কস্তুৰিকা বৰগোহাঁইৰ সপক্ষে কৰা

প্রঃ ২১ :- বিক্ৰী দলিল নং ৮৮৬৯/০৫

প্রঃ ২২ :- বিক্ৰী দলিল নং ১০৬১৮/০৫

প্রঃ ২৩ :- বিক্ৰী দলিল নং ১১১৯০/০৫

প্রঃ ২৪ :- ১১/৪/২০০৫ তাৰিখে নগৰ নক্সাকাৰীৰ দিয়া দৰ্খাস্তৰ নকল

প্রঃ ২৫ :- নগৰ নক্সাকাৰীৰ ১/৪/২০০৫ তাৰিখে দিয়া জাননী

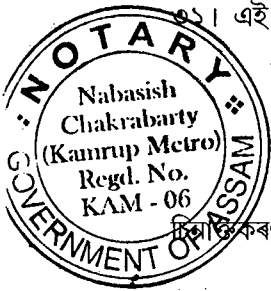
প্রঃ ২৬ :- গুৱাহাটী পৌৰনিগম ১৪/৩/২০০৫ তাৰিখে দিয়া দৰ্খাস্তৰ প্ৰতিলিপি।

২৮। মই কওঁ যে বিবাদীয়ে যি বৰ্ণনা দাখিল দিছে সেয়া মই প্ৰতিবাদ কৰো, কোনো কথা স্বীকাৰ নকৰো সকলো উক্তিৰ সত্যতা নাই বুলি কওঁ।

২৯। মই কওঁ যে এই সাক্ষ্যনামা মোৰ নিৰ্দেশত মোৰ অধিবক্তাই সাজু কৰিছে, মোক পঢ়ি শুনোৱা হৈছে, মই নিজে পঢ়ি চাইছো— সকলো কথা মোৰ বোধগম্য হৈছে আৰু আদালতত আজি স্বাক্ষৰ কৰিলো।

৩০। এই সাক্ষ্যনামাৰ ১ নং দফাৰ পৰা ...২.২... নং দফা পৰ্য্যন্ত সকলো উক্তি মোৰ জ্ঞান বিশ্বাস মতে সঁচা ১.৫... দফাৰ পৰা ...২.৫... দফা পৰ্য্যন্ত উক্তি সমূহ বিভিন্ন তথ্য, টোকা, লেগ আদিৰ পৰা উদ্ধৃত আৰু বাকী সমূহ মান্য আদালতৰ বিবেচনাৰ বাবে পেশ কৰা হ'ল।

৩১। এই সাক্ষ্যনামা আজি আদালতত চহী কৰিলো।



স্বাক্ষৰ কৰা হ'ল

Dipak Baruah
9/8/2012

অধিবক্তা, গুৱাহাটী।

Jasadeek Hussain

শপত গ্ৰহণকাৰীৰ স্বাক্ষৰ—

SOLEMNLY affirmed and declared before
me by the deponent on Identification of
M. Advocate / Advocate's Clerk.


NABASISH CHAKRABARTY
NOTARY Govt. of Assam
Regd. No. KAM-06
Dipak Baruah, 781001.

09 AUG 2012

Sms addabadi Amravati

* By way of Ext-1 Anna Ram Baniya
Sold the serial 91 B. 2. k. 14 katha ch
land to Tajul Islam after the
serial sale by Ext-1, late Tajul Islam
became the owner of the 91 B. 2. k.
14 katha ch land

cross further recorded.

For A.C.

26-3-13

Further cross examination of P-1
recorded on 11.9.2012 on P-1's
affirmation.

On P-1's affirmation

After the auction sale
the purchaser late Amrabaniya
paid Rs 22,000/- 3 katha 3 katha
of land by way of a registered
sale deed by way of Ext-1
to H.O. Tajul Islam.

In Ext-1 The name of the brother of Tajul Islam is not reflected.

As per Ext-2, after purchase, name of Tajul Islam was mutated in the Revenue Records.

It is not a fact that the Ext-3 relinquishment deed is legally void. In the present suit, Suit land is 3 Bigha 1 Katha.

We are having possession over land 3 Bigha 1 Katha land.

We are having possession over all the lands.

~~My~~ My land also included in the land sold by Najmud.

I have not submitted any document pertaining to land sold by Tajul Islam.

Jasabuddin Hussain

It is not a fact that the
defendants no: 2 to 4 are possessing
land sold by the grant father
of the ^{late} defendant no: 1 ~~Abdul~~
Islam.

As averred in
paragraph no: 11 of my
examination-in-chief in
affidavit, I have ~~not~~ submitted
the order passed by Hon'ble
High Court in U.P.C. no:
4518/2003.

I have not furnished
the documents pertaining to
sale of 11 Bishe 1 Katta 10
lecha as mentioned in
paragraph no: 7 of my
examination-in-chief.

It is not a fact that
I have both more than
11 Bishe 1 Katta 10 lecha
land.

I have not submitted
any trade license or permission

Jaswinder Singh

relating to my cattle shed
as well as poultry farm
as mentioned in paragraph
no:-7 of my examination-in-
chief on affidavit as the
above cattle shed and poultry
farm ~~are~~^{for} my private use.

I have not furnished
any agreement with my tenants.

It is not a fact that
I have no right, title over
the one 11/20th land as mentioned
in paragraph no: 12 of my
examination-in-chief on affidavit.

T.S. No: 285/2000 was
compromised but said
fact is not incorporated
in my evidence-in-chief.

I have not furnished
any copy of such compromise
orders of T.S. No: 285/2000 in
the suit.

It is not a fact that
we have illegally obtained possession

I was asked to answer

of said 1 Katha land.

It is not a fact that late Nazimul Islam validly executed Power-of-Attorney in favour of Defendant nos: 2, 3 and 4 and consequently land was also validly sold.

I have not submitted any certified copy of P.O.A as mentioned in Paragraph no: - 17 of my examination-in-chief on affidavit.

In my examination-in-chief I have not elaborated the break up relating to compensation of ₹ 21,31,600/- claimed by one.

It is not a fact that I am not entitled to receive the compensation amount of ₹ 21,21,600/- as claimed by one.

Jasaddukh Anwar

117

I have not submitted any medical certificate in relation to my claim made in paragraph no:- 20 of my examination - in chief on affidavit.

It is not a fact that Nazimud told in interited and by valid way.

It is not a fact that my claim is untenable.

It is not a fact that the sons of defendant no:-1 are in no way liable for the alleged action covered in the plaint.

Subscribed by Plaintiff

Recd Atul.
M
11.9.2013.

Civil Judge No.-2
Kamrup, Guwahati

IN THE COURT OF CIVIL JUDGE NO. 2, KAMRUP (METRO)
AT GUWAHATI



T.S. No. 396/2005

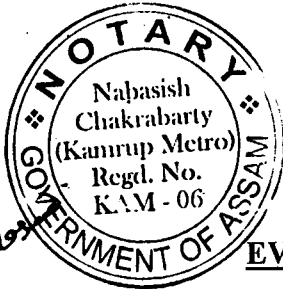
TASA DDUK HUSSAIN

..... Plaintiff

- VS -

NAZIMUL ISLAM & OTHERS

..... Defendants



EVIDENCE ON AFFIDAVIT OF P.W.-2

I, Md. Masrur Hussain, S/o Late Tozmul Hussain, aged about 57 years, resident of Col. J. Ali Road, Lakhtokia, Panbazar, Guwahati 781001 in the district of Kamrup (M) do hereby solemnly affirm and declare as follows :

1. That I know both the plaintiff and the defendant of the instant suit.
2. That I state that land measuring 91 Bighas 2 Kathas 14 lechas covered by K.P. Patta No. 1 (new)/46 (Old) of village Maidamgaon in Beltola Mouza in the district of Kamrup, originally belonged to Md. Tazul Islam and Md. Tazmul Hussain (both since deceased), both sons of Late Tayab Ali and both of them were in occupation of their respective share of land by paying land revenue, although the land was mutated in the name of elder brother Md. Tazul Islam.
3. That due to default in payment of revenue the said plot of land was put to auction sale by the Collector, Kamrup in Case No. 12/29/(50-51) and

Copy Submitted
Quintal copy
R.S. 5/11/12
30.11.12
NABASISH CHAKRABARTY
NOTARY Govt. of Assam
Regd. No. KAM-06
Panbazar, Guwahati-781001.
Panbazar, Guwahati-781001.

06 SEP 2012

Masrur Hussain
(Masrur Hussain)
P. S. 5/11/12
Panbazar, Guwahati
6/9/12

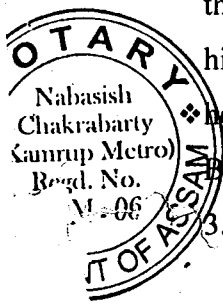
the said land was purchased by one Sri Anna Ram Baruah (since deceased).

4. That I state that the auction purchaser Late Anna Ram Baruah had friendly terms with the pattadar Late Tazul Islam and our father Late Tazmul Hussain and ultimately said Anna Ram Baruah, by executing a registered Deed of Sale returned the 72 Bighas 3 Kathas 17 lechas land to the elder brother of our father, which was again mutated in the name of Md. Tazul Islam in Mutation case No. K.P. 363/67-68 he being the eldest son of Tayab Ali .

Tazmul Hussain
(Mastur Hussain)

5. That I state that by another deed of relinquishment Late Tazul Islam relinquished 52 Bighas 4 Kathas 6 Lechas land in favour of our father Tazmul Hussain being the share in this patta and thereby our father became the absolute owner of the said 52 Bighas 4 Kathas 6 Lechas of land.

6. That I state that our father gifted away 24 Bighas 2 Kathas 16 Lechas the entire area of Dag No. 224 out of 52 Bighas 4 Kathas 6 Lechas of his land to the plaintiff by a registered Deed No. 5026 dtd. 22.5.72 and he accepted the gift and ultimately mutated in his name in respect of 24 Bighas 2 Kathas 16 Lechas in mutation case No. 2085/71-72 on 3.8.1973.



7. That I state that plaintiff sold and relinquished 11 Bighas 1 Kathas 10 Lechas to various persons keeping 13 Bighas 1 Kathas 1 Lechas under his possession. He raised a farm house covering an area of 3 (three) bighas wherein he constructed 2 (two) Assam Type houses, 4 (four) nos. of temporary houses with C.I. Sheet roof consisting of 7 rooms which were all assessed to tax by the Guwahati Municipal Corporation as holding No. 4225 of Ward No. 58(New)/34(Old) of the G.M.C. He obtained electric connection and telephone connection in his own name. In addition to the said houses, he also constructed 3 nos. of cowsheds in which he kept 12 Nos. of Jersey cows. There were also some other materials such as C.I. sheets, Timber of various sizes (Old

Handwritten signature
NABASISH CHAKRABARTY
NOTARY Govt. of Assam
Regd. No. KAM-06
Panbazar, Guwahati-781001.

and New) etc. which he stored there for future use. He has also a fishery measuring 115 ft x 70 ft. in the middle of the said plot of land in which he reared varieties of fishes. Besides those he had also a poultry farm with about 30 Nos. of layers and 20 Nos. of ducks and also a Granary where he had about 20 quintals of paddy stored. Apart from this he earned about Rs. 7,000/- per month from various tenants occupying the premises..

M. Hussain
(Master Hussain)

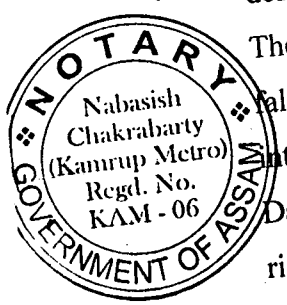
8. That I state that the defendant No. 1 was the grandson of Late Tazul Islam having no share of land in the said patta as their share of land were already sold out by his grand father long back and as revealed from the order of the Assistant Settlement officer, Guwahati dated 16.12.2003 passed in the Misc. Case No. 42/02-03. The defendant No. 1 does not have any land in the entire patta No. 1 of village Maidamgaon in Beltola Mouza.

9. That I state that the defendant No. 1 was a greedy man and taking advantage of simplicity of my brother and peace loving nature, the defendant No. 1 started illegally encroaching upon land of my brother. The defendant No. 1 filed a false suit against my brother by making false and frivolous statements seeking declaration of his right, title and interest over a portion of land measuring 3 bighas 1 kathas covered by Dag No. 224 of K.P. Patta No. 1 knowing fully well that he had no right, title, interest and possession over of any land of Dag No. 224.

10. That I know that the said Title suit which was registered as Title Suit No. 34 of 2000 is still pending in the Court of Learned Civil Judge (Senior Division) No. 1 at Guwahati and taking advantage of an interim order the defendant No. 1 forcibly and illegally encroached my brother's land, which was not the subject matter of Title Suit No. 34 of 2000.

11. That I state that my brother approached the Trial Court intimating the illegal action of the defendant No. 1 and prayed for proper demarcation of the suit land with the help of competent Revenue Staff. The Learned

GOVERNMENT OF ASSAM



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NABASISH CHAKRABARTY
NOTARY Govt. of Assam
Regd. No. KAM-06
Panbazar, Guwahati-781001.

NABASISH CHAKRABARTY
NOTARY
Reg
Panbaza

06 SEP 2012

Trial Court did not pay any heed to the said prayer and directed the police to implement the said Court's order of temporary injunction on the prayer of the present defendant No. 1. The police also intimated the Court that without proper demarcation of the suit land it would not be possible for them to identify the same for implementation of the Court's order but the Learned Trial Court rejected the prayer of the police for demarcation of the land against which my brother had to approach the Hon'ble Gauhati High Court with a writ application being W.P. (C) No. 4518 of 2003 to quash the order of the Trial Court passed on 16.01.2003 and 10.03.2003 whereby the Trial Court directed the present defendant No. 1 to maintain status-quo with the help of police in respect of the suit property and after hearing the parties the Hon'ble High Court asked the parties to appear before the Learned District Judge, Kamrup, Guwahati to get the case transferred to any other appropriate Court to obtain necessary order in that regard. The Hon'ble High Court also directed both the parties to maintain status-quo over the suit land..

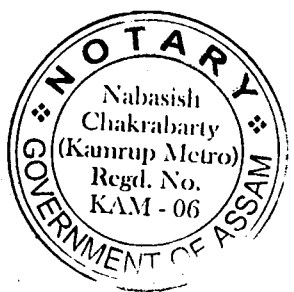
(Master Hussain)

- 12. That I know that defendant No. 1 was a habitual land grabber and there are several other cases filed by various other people against him which are pending in various Courts.
- 13. That I state that while the Title Suit No. 34 of 2000 filed by the defendant No. 1 was still pending for disposal, the said defendant No. 1 fraudulently and dishonestly executed 3 (three) deeds of power of Attorney in favour of defendant No. 2 in respect of 2 Kathas 10 Lechas and for 2 Kathas each in favour of defendant No. 3 and 4 totaling 1 Bigha 1 Katha 10 Lechas in Dag No. 224 of K.P. Patta No. 1. As the defendant No. 1 had no manner of right, title or authority over the land covered by Dag No. 224 of K.P. Patta No. 1 the action of the said defendant No. 1 executing those powers of attorneys are absolutely illegal.



NABASISH CHAKRABARTY
NOTARY
Reg.
Panbaza

NABASISH CHAKRABARTY
NOTARY Govt. of Assam
Regd. No. KAM-06
Panbazar, Guwahati-781001.



06 SEP 2012

(Masitux Hussain)

- 4. That I state that on the strength of the said illegal deeds of power of attorney the defendant No. 2, 3 and 4 illegally entered upon a plot of land measuring 1 (one) Bigha (1 (one) Katha 10 (ten) Lechas and illegally started earth filling and also raised to temporary Ek-chali house by the defendant Nos. 2, 3 and 4.
- 15. That I state that on getting information about the trespass on the land and about the illegal earth filling my brother went to the land in the month April 2004 and found all the defendant No. 1 to 4 and their hired man on the spot. When he objected to their illegal action, they threatened him with dire consequences. Out of fear of bodily assault my brother had to lodge an F.I.R. with the Basistha Police Station, Guwahati,.
- 16. That I know that finding no alternative, my brother have been compelled to file this suit against the defendant No. 1 for declaration of his right, title and interest over the plot of land measuring 3 Bighas together with the houses and structures and also for ejection of the defendant No. 1. And also prayed for a decree for recovery of Rs. 17, 500/- as damage and compensation against the defendant No. 1 for illegal use and occupation of land and houses.



That I know that he had 12 nos of jersey cows and a running poultry firm with about 30 cocks and hen and about 20 numbers of ducks and a fishery with various fishes, garden with groves of bamboos, betel nut, coconut, fruit and other valuable trees from which he used to earn about Rs. 1,00,000/- (Rupees One lacks) only per year over and above he had been deprived of the house rent amounting to Rs. 4,000/- (Rupees Forty four thousand) only per year due to illegal occupation of the suit premises.

- 18. That as the defendant No. 1 or his heir had no right, title or possession over my part of Dag No. 224 of K.P. Patta No. 1 of village Maidamgaon under Beltola Mouza in the district of Kamrup (Metro), therefore he had not right to execute any power of attorney in favour of

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 NABASISH CHAKRABARTY
 NOTARY Govt. of Assam
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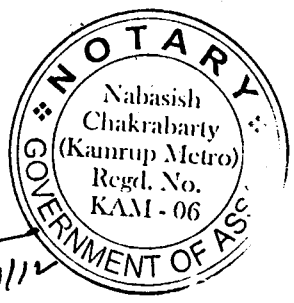
any of the defendants No. 2 to 4 in respect of any land of the aforesaid Dag. But the defendant No. 1 in a most illegal manner to cause wrongful loss to my brother, had executed 3 (three) registered deeds of power of attorney

- 19. That I came to know from my brother that during pendency of the suit the Defendant No. 1 had executed 3 nos of deed of sale in favour of Defendant No. 2 ,3 and 4 which are required to be cancelled by this Hon'ble Court.
- 20. That I state that as none of the defendant Nos. 1 to 4 has got any manner of right, title or authority over any part of the suit land therefore, my brother is entitled to a decree of permanent injunction restraining each of the defendant Nos. 1 to 4 their agents, servants, assigns, etc. from interfering in any manner in his possession over the suit land .
- 21. That the statements made the para 1 to .../7.. are true to my knowledge and to are derived from record and rest are my humble submission before this Hon'ble Court.

And I sign this affidavit today on ...^{6th} day of September, 2012 at Guwahati.

Identified by me:

Dipon Baruah
Advocate, Guwahati 6/9/12



Solemnly affirmed before me this day on identification of Id Advocate *(Masrur Hussain)*
I certify that I read over and explained the contents to the declarant and that the declarant seemed perfectly to understand them
DEPONENT

Nabasish
NABASISH CHAKRABARTY
NOTARY Govt. of Assam
Regd. No. KAM-06
Panbazar, Guwahati-781001.

06 SEP 2012

Nabasish
NABASISH
NOTARY
Regd
Panbaza

IN THE COURT OF THE CIVIL JUDGE NO.-2

KAMRUP

Present :- CIVIL JUDGE NO. 2

T.S. No : 396 of 2005

Cross-examination of P.W. - 2

Md. Masrur Hussain recorded on
solemn affirmation on 6.11.2013.

সাক্ষ্য

বাৰী তজফুল হুচেন মোৰ নিজৰ ডাঙৰ স্ককাইডেট হয় ।
মোৰ স্ককাই বাৰীয়ে তিনি বিঘা আঢ়িৰ বাবদ গোচৰ কৰিছে ।

এই বিবাদীয় তিনি বিঘা আঢ়িৰ তিনি দিশতে বাৰীৰ
আঢ়ি হয় আৰু পশ্চিমত স্ত্রী হাজৰিকাৰ আঢ়ি হয় ।

আচলতে আমাৰ আতা শৈয়ব আলীৰ নামত আঢ়ি
২১ বিঘা ২ কটা ২৪ লেচা আছিল । এই আঢ়ি অর্থাৎ ২১ বিঘা ২
কটা ২৪ লেচা আঢ়ি স্বঃ আব্দুল হুচেনৰ নামত আছিল ।

সত্য নহয়, মিত্ৰে তজফুল হুচেনৰ উপৰোক্ত
কামিত চমল নাছিল, সেই কাৰণে ভয়েতৰ এই আঢ়িৰ
সন্মুখে নামজাৰী হোৱা নাই ।

এই আঢ়িৰ নিলাম হৈছিল আৰু অনুৰায়
বৰুৱায়, এই আঢ়ি নিলামত লিখি কৰিছিল ।

অনুৰায় বৰুৱায়ে তাৰ নম্বা ৭২ বিঘা ৬
কটা ২৭ লেচা আঢ়ি আতাক আব্দুল হুচেনৰ লিখি কৰি
দিয়ে আৰু প্ৰদৰ্শ-২ লিখি চলিল হয় ।

প্ৰদৰ্শ-২ চলিত - মোৰ ডেউকাৰ নামৰ কোনো উল্লেখ নাই
আৰু তেওঁৰ অংশৰ পৰিমাণৰ কথাৰও উল্লেখ নাই।

প্ৰদৰ্শ-৬ কোনো মোৰ ককায়েক মোৰ ডেউকাৰ
মাতৃ হৈছিল।

প্ৰদৰ্শ-৩ ও মাতৃৰ ২-অৰ্থাৎ ৫২ বিঘা ৪ কটা
৬শতাংশ মাতৃৰ কোন value উল্লেখ কৰা নাই।

প্ৰদৰ্শক-৩ হোৱাৰ আগৰ পৰাই মোৰ ডেউকাৰ
প্ৰদৰ্শ-৩ ও উল্লেখিত মাতৃৰ নাম আছিল।

মোৰ ডেউকাৰ ৫২ বিঘা ৪ কটা ৬শতাংশ
মাতৃৰ নাম আছিল বুলি কয়।

সত্য নহয়, প্ৰদৰ্শ-৩-যোগে মোৰ ডেউকায়েক
কোনো সন্তান আৰু নাম নোহাৰিছিল।

প্ৰদৰ্শ-৫ ও উল্লেখিত নামৰ কোন কোন
সাক্ষীৰ সম্মুখত সন্মত হৈছিল মোৰ মন নাই।

প্ৰদৰ্শ-৫ ও উল্লেখিত কাকিৰ হুজুৰক
চিনি নাপাও।

প্ৰদৰ্শ-৫ ও উল্লেখিত পান্থসাক্ষী
সহায়ক আলীক চিনি পাইছিলো। তেওঁ পুৰাতৈ বৰ্তমান।

কাকিৰ হুজুৰ বা সহায়ক আলীৰ কোনো
উত্তৰাধিকাৰীক এই গোচৰত সাক্ষী হিচাপে দিয়া নাই।

৫২ বিঘা ৪ কটা ২শতাংশ পৰা নামৰ

কৰা জমিৰ বাহিৰে যিখিনি জমি আছিল সেইখিনি জমিৰ আয়াৰ চেক্টৰত আয়াৰ খিনিক লৈকে চান পুৰ কৰি দিহো।

এই উল্লেখিত খিনিক চান পুৰ আদানত চাৰিল কৰা নহ'।

সেই মাটি কিছু আছে আৰু কিছু পৰিমাণে বিক্ৰি হয়।

আয়াৰ জমি লৈৰ বৰ্তমানে প্ৰায় দুই বিঘা মাটি আছে।

সত্ৰ নহয় প্ৰদৰ্শ-৩ তাজুল ইচ্চনামে আয়াৰ চেক্টৰক কৰি দেয়াৰ নিদুত বাকী আছেয়া ২০ বিঘা জমি এক নং বিঘাটোয়ে দুই, তিনি আৰু চাৰি নং বিঘাটোক বিক্ৰি কৰে।

তাজুল ইচ্চনাম আৰু আয়াৰ চেক্টৰ নামত পটৌৰ চিহ্নখন কেতিয়া হয় হ'ব গম নাপাও।

এক নং বিঘাটোয়ে জলোৰা ফাৰ্ম আছিল আয়াৰ অংশ নাছিলে। আমি কৰ্মৰ হিচাবে সেউক সহায় কৰি দিহো।

এক নং বিঘাৰ আয়াৰ বিষয়ে কোৱা কথাবোৰ হ'ব কিছু পৰিমাণে জানো।

সোৰ পুৰ শনমত ৩-৬ নং চফাত কোৱা সূত তাজুল ইচ্চনাম সেউৰ সমগ্ৰ অংশ বিক্ৰি কৰাৰ

কোয়া কথাৰ সন্দৰ্ভত কোনো কিয় চলি আদালতত
চাছিল কথা নহ'।

সত্য নহয় - এক নং বিবাদীয়ে 2, 6, 8 নং
বিবাদীক কিয় কথা আদি তালুমা ইচ্ছায়াৰ আদি হয়।

মোৰ পুত্ৰ শৰণ মুক্ত, সাক্ষৰ ন নং চফাত
কোয়া সত্যৰ গোচৰ বৰ্ত্তমানেও চলি আছে।

সত্য নহয়, যিহেতু সত্যৰ গোচৰ নং 69/2000
প্ৰতিয়াও চলি আছে। সেই কাৰণে মই সিদ্ধা অভিযোগ
কৰিছো যে এক নং বিবাদীয়ে উল্লেখিত গোচৰ অসত্য
ভাৱে কৰি বুলি।

বিবাদীয়ে তিনি বিধা আদিত এক নং
বিবাদীৰ সূত্ৰৰ নিহত আশাৰ ককাই - বাঢ়ীৰ চফালত আছে।

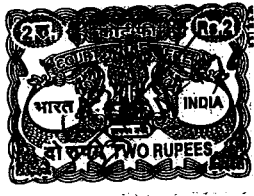
আমি এই গোচৰত- ইতি পূৰ্বন ই
বিদ্ৰাৰ আছে। বিবাদী নং 2, 6, 8 যি যিনি ইতি-
কৰিছে সেই কাৰণে।

সত্য নহয় মই বাঢ়ীৰ কাৰণে সিদ্ধা সাক্ষৰ
দিছো। সত্য নহয় - বাঢ়ীয়ে বৰ্ত্তমান বিদ্ৰা প্ৰতিকাৰ
লোয়াৰ যোগ্য নহয়।

সাক্ষৰ
CIVIL JUDGE No 2
Kamrup, Guwahati

Prayer at hand

IN THE COURT OF CIVIL JUDGE NO.2 KAMRUP
AT GUWAHATI



TITLE SUIT NO. 396/2005

Md. Tasadduk Hussain @ Joseph
.....Plaintiff

- Versus -

Nazimul Islam & Ors
..... Defendants

Copy received
Dilip Kumar
Stalls

EVIDENCE-ON-AFFIDAVIT FILED BY DR. NAZRANA AHMED
(DEFENDANT NO.5) AS D.W. -1

I, Dr. Nazrana Ahmed, daughter of Late Nazimuddin Ahmed, aged about 43 years, by profession-Advocate, by religion-Islam, resident of KNCB Road, Bairagi Moth, Dibrugarh, in the district of Dibrugarh, Assam do hereby solemnly affirm and declare as follows:-

1. That I am the impleaded defendant No.5 of the present suit and I have been representing the defendant No.6 and 7 in the present suit who are my minor sons.
2. That I am the divorced wife of the deceased defendant No.1 out of wedlock between which the defendant Nos.6 and 7 were born. Prior to the death of defendant No.1 the defendant Nos.6 and 7 have been staying under my care and custody at Dibrugarh.

2

Marginalia

3. That it is not a fact that vide a Deed of Relinquishment Late Tazul Islam relinquished 52 Bighas 4 Kathas 6 Lechas land in favour of his brother Tazmul Hussain and thereby Late Tazmul Hussain become the absolute owner of the said land. I beg to state that even though Tazrul Islam relinquished as claimed by the plaintiff, but that cannot give the title to Tazmul Hussain inasmuch as Late Annaram Baruah transferred the land by way of a sale deed in favour of Late Tazul Islam and no rights what so ever accrued on Tazmul Hussain upon the said land measuring 72 Bighas 3 Kathas 7 Lechas. So Tazul Islam even though relinquished 52 Bighas 4 Kathas 6 Lechas of land as claimed that cannot clothe Tazmul Hussain with absolute ownership. Under that circumstances the whole claim of the plaintiff is baseless.

4. That it is not true that the plaintiff raised a farm house covering an area of 3 Bighas wherein he constructed various structures which were assessed as Holding No.4225 of GMC Ward No.58(New)/34(Old) and obtained electric and telephone connection in his name. It is also not a fact that the plaintiff constructed cowsheds and he had also fishery over the said plot of land. I deny that the plaintiff had also a poultry farm and he earned Rs.7,000/- per month from various tenants inducted in the tenanted premises which are standing over the said land.

5. That I beg to state that subsequent to the order dated 16-12-03 passed in Misc(J) Case No.42/02-03 by the A.S.O., based on a petition filed by the deceased defendant No.1, vide Order dated 28-06-07 granted mutation of the deceased defendant No.1 in place of his late father with respect to land measuring 12 Bighas

[Handwritten mark]

(123)
Moguna Shree

covered by various dags of K.P. Patta No.1 of Village-Maidamgaon. Thereafter the plaintiff alongwith three others preferred the R.A. No.1/07-08 before the S.O., Guwahati to set aside the order dated 28-06-07 as aforesaid which was allowed vide order dated 07-07-07. Thereafter the deceased defendant No.1 preferred an appeal before the Board of Revenue challenging the order dated 07-07-07 as aforesaid and the Board of Revenue vide Judgment dated 19-03-08 set aside the said order passed in R.A. No.1/07-08.

6. That I beg to state that one Musstt. Nazneen Islam Jamil preferred a Title Suit No.170/08 wherein she claimed ownership with respect to 4 Bighas of land and the present suit property is a part of the said 4 Bighas of land. Such being the position a hazy notion developed in my mind with respect to the rightful owner of the suit land.
7. That it is not within my knowledge that the deceased defendant No.1 filed a suit against the present plaintiff seeking declaration of his right, title and interest over a plot of land measuring 3 Bighas 1 Katha covered by Dag No.244 of K.P. Patta No.1. I beg to state that being one of the legal heirs of Late Sirajul Islam, the deceased defendant No.1 was entitled for the share out of the land left behind by said Sirajul Islam who was the son of late Tazul Islam.
8. That I beg to state that the statements made in paragraph No.22 of the plaint are contradictory to the prayer No.1 of the plaint as in one hand the plaintiff has admitted his possession over the Schedule-C land and on the other hand he sought for the relief

Agreed

of recovery of khas possession over the Schedule-C land. Owing to the aforesaid circumstances it can very well be presumed that the suit of the plaintiff is based entirely on falsehood and as such the same is liable to be dismissed.

9. That the statements made in para 1, 2, 3, 4, 5(P), 6(P), 7 are true to my knowledge and belief, those made in para 5(P), 6(P) are matters derived from records and the rest are my humble submissions before this Hon'ble Court.

"Oath"

I swear that my declaration is true, that it conceals nothing and that no part of it is false, so help me God.

And I sign this affidavit on 29th day of November, 2013 at Guwahati.

Identified by
R. Sarma
Advocate.

Agreed
DEPONENT

For my... by the deponent on this... day, 20... at... having been first truly and audibly read over to the declarant in... who appeared perfectly to understand the same and made his finger impression, signature in my presence. The declarant is presently known to me identified by... who is known to me

gandhis Barmen
29/11/13

Sheristadar
Civil & Asst. Judge Sess. Judge
No. 1, Kamrup, Guwahati

IN THE COURT OF THE CIVIL JUDGE NO. 2
KAMRUP (METRO)

Present: - R. K. Chakraborty
T.S. No: 396/2005.

Cross-examination of Pt-1 Mr. Nazimul
Islam recorded on 31.3.2014.

On solemn affirmation

I was married with
Nazimul Islam prior to 1995.

After marriage, I was
residing with him for few
years. We have two
sons out of the wedlock.

After 2001 onwards I was
no longer residing with Nazimul
Islam.

After separation we
got divorced. I cannot recall
the exact date. Few years
after 2001 I got divorced.

In between also I was
living in Dibrugarh.

Nazimul Islam is
the only son of ~~him~~ Sirajul

Nazimul Islam

Islam and he has one married sister interested and property left by Sirajul Islam inherited by both the brothers and sister.

Both of them inherited 12 Bishe and Nazimul Islam inherited 8 Bishe as per Mohamendan law.

The land appertains to day no: - 224, 303, 305, ⁴⁴³ 1 of K.P. Patta No: 1 of village Maidan guon, Mouza: Beltoya, District Kamrup.

I cannot recall exact quantum land of the above day nos: 224, 303, 305, 443.

I am impleaded in the suit after death of Nazimul Islam.

I do not remember to have received or filed any document in the suit.

Mohammadul Haque

I am conversant with the contents of my written statement.

Legal heirs of late Tazim Islam are grand father of Nazimul Islam, the deceased defendant no:-1, had five sons and five daughters who had altogether inherited 72 Bigha 3 Katha 17 Decha purchased by Tazim Islam vide sale deed no: 5365 of 1957 or 9.8.57 from Anam Bannak.

Muzen Ahmed

I do not recall Zaker. I have filed the sale deed no: 5365 of 1957, dated 9.8.1957.

Each of the ~~top~~ sons and daughters of Tazim Islam inherited separately.

Nazim ^{Zamid} Islam inherited 4 Bigha land. I do not remember the dog number of said land.

I do T.S. NO: 178 of 2008
filed by Nazim Zamir
and I don't remember
the names of defendants.

That T.S. NO: 178 of
2008 was withdrawn.

As the T.S. NO: 178 of 2008
was withdrawn, I do not
recall the claim made
in that suit.

I was a party in
T.S. NO: 178 of 2008.

T.S. NO: 40 of 2007
has been withdrawn and
as such I do not recall
the parties of that suit.

I have filed U.S.
jointly ~~as~~ as defendant nos: 5
and ^{for} for my two
minor sons, defendant
nos: 6 and 7.

Natural guardian
is statutory guardian as
per law and as per Mulla
Mmedan law natural
guardian is father ~~is~~ and

Muhammad Ahmad

in absence of father mother
is the defacto guardian.

I come to know
my father-in-law Sirajul
Islam was married
to my ~~my~~ mother-in-law
Meena Islam who is the youngest
sister of my maternal
grand mother and they
live all living together
in Lakotkiv and
as such I gathered
the knowledge of transfer
of 72 Bigha 3 katha
17 decha land from
the family members
prior to my marriage.

It is correct that
no land was relinquished
by Tazim Islam to his
brother. I know the
same as it is the
common family knowledge.

Suzanne Ahmed

Taqumal Bissain inherited
his own share from his
father Tarek Ali.

I have never
seen any deed of relinquishment.
The deed of Relinquishment
is not a valid deed of
Relinquishment.

Inquest Report

I have forgotten the
quantum land Taqumal Bissain
had beside the 72 Bighas
& 1 Katha 17 Lecha land.

I have not seen the
copy of the Tambardii of
K.P. Patta No:-1 but in
Revenue Appeal No: 1 of 2007/08
I have seen the same.

I cannot recall the
total quantum of land
incorporated in above
K.P. Patta No:-1.

There is land
left in K.P. Patta No:-1.
Those land now under

the illegal possession of
Plaintiff and his brother.

The plaintiff and his
brother forcibly occupied
the land on the day of
killing of Nazimul Islam,
the defendant no:-1.

prior to that date
plaintiff and his brother had
no possession over the land
of K.P. Path no:-1.

I know about this
as on several occasion the
family members informed
me though I was not in
Gwahati on that day.

Nazimul Islam died
on 2.1.2007.

Except filing the
written statement in this
suit, I have not filed
any proceeding against
the plaintiff and his brother
for such "dispossession".

Muhammad Ahmad

I have not indicated any counter claim also.

It is not a fact
There may be other
land in different Patta ~~to~~
to the family of Tazim Islam
other than land contained
in K.P. Patta No:-1.

Argument of land

It is not a fact
that as per family arrange-
ment an area of land
measuring 52 Bigha out
of K.P. Patta No:-1 was
~~relinquished~~ relinquished by
Tazim Islam in favour
of his brother Tazimul Husain.

I am not aware
of any Title Suit being
filed by Tazimul Husain
wherein Tazim Islam was
a party. ~~and~~

I am not aware of said
title suits if it is nowhere mentioned
in the plaint of the plaintiff.

It is not true that the
CIV court accepted the
deed of Relinquishment as
because Revenue Appeal
of 1 of 2007-2008 has declared
the right of the parties.

Mohidul Islam is
the one of the son of Tazim
Islam.

It is not a fact
that Mohidul Islam has
supported the claim of
Tazim Islam.

That Mohidul Islam
stated in ceiling case no:
717 of 1976 I am not aware.

~~I am not aware~~
I do not remember
Nazimul Islam filing
T.S. 34 of 2000 consequently
I do not remember what
is the prayer made
therein and what is
the schedule of the land.

Nagendra

In paragraph no:- 2, last part,
 of my examination-in-chief or
 affidavit, I have stated "no
 Tazim Hussain even though
 relinquished or Bigha 4 Katta
 6 Decha land as claimed
 that cannot do the Tazim
 Hussain with absolute owner-
 -ship."

I am not aware
 any person challenging the
 relevant Deed of Relinquishment
 though it was the basis of
 Revenue Appeal NO: 1 of 2007-08.

I am not aware of
 any civil case ~~was~~ filed
 by anybody challenging
 the deed of Relinquishment.

I am also not aware
 of any Deed of Gift by
 Tazim Hussain in favour
 of Tassaduk Hussain, the
 present plaintiff.

Tazim Hussain

defendant no: -1, late Nazimul
Islam filed application
before A.S.O. for mutation
of eight bigha land.

This mutation order
was set aside by S.O. on
application of plaintiff
Tasaddug Hussain and brother.

Thereafter, defendant no: 1,
Nazimul ~~Islam~~ Islam preferred
Revenue Appeal No: 10 of 2007-
2008 which was granted
in his favour on 19.3.2008
after his death.

Muzaffar Ahmad

I am aware that
W.P.C. 3592 of 2008 was
preferred by ^{present} plaintiff being
aggrieved with ^{or} the order
of the above Revenue
Appeal.

The order of
Revenue Board was
not stayed by Hon'ble High
Court as there was an

interlocutory petition by Nazim Zamir.

There is no stay of the order dated 19.3.2007 of Revenue Appeal No: 1082007-2008 as the relevant Review petition No: 120 of 2009 was disposed of.

Magistrate

It is not a fact that plaintiff Tasadique Hussain had a firm house over part of dagn: - 224 which was forcibly occupied by defendant no: - 1 of this suit.

As regard the case of two minds rows, I ~~kept~~ ~~relation~~ used to talk with defendant no: - 1.

My maternal grandmother and myself filed writ petition (criminal) 31 of 2007 against present defendant no: - 1 due to some mis-understanding which was later on withdrawn.

I do not remember in
T.S. NO: 178 of 2008 whether
I filed written statement.

I have co-ordial relation
with Nazneet Jamil.

I do not recall the
date of death of Sirajul Islam.
But Sirajul Islam died when
Nazneet Islam was a minor.

Name of Sirajul
Islam must have been
mistaken in respect of land
of K.P. Patta No: -1.

Sirajul Islam has
no knowledge about
execution of deed of Relinquishment
by his father Tazim Islam in
favour of his brother Tazim
Bussain.

I am not aware
about T.S. NO: 275 of 2000
as there is no mention
of said T.S. NO: 275 of 2000
in the plaint of plaintiff.

Nazneet

I am ~~not aware of any~~
~~criminal case was pending~~
~~against~~ ⁱⁿ

Najimul Islam expired
 on 2.1.2007 and as
 of now no criminal case
 is pending against Najimul
 Islam.

Witness witnesses
 Faridul Islam and his
 brother have filed several
 cases against Najimul Islam
 to withdraw his claim.

It is not a fact that
 several cases were pending
 against deceased defendant
 no: 1 as he was land
 operator. (on a suggestion)

It is not a fact
 that talking gorb of order
 passed T.S. No: 34 of 2000,
 the deceased defendant no: 1
 had forcibly occupied
 land covered by Dag No:
 224.

Najimul Islam

The T.S. No. 34 of 2000 was filed by defendant no: 1

As I was not aware of pendency of T.S. No. 34 of 2000 accordingly I have not impleaded myself - in that suit as I am not the legal heir of deceased defendant no: 1 This suit.

Aug 2014

It is not a fact that I am not aware of landed property of Nazimul Islam's family.

It is not a fact that I have deposed based on hearsay conversation of family members of ~~the~~ of the present suit.

As a divorced wife of defendant no: 1 I am not a legal heir of defendant no: 1 except for the mahr amount.

R.O. + Adm.
The
31.3.14.
Civil Judge No. 1
Kamrup, Assam

PAPER BOOK

(Part II)

TITLE APPEAL NO.: 57/2014

DISTRICT: KAMRUP (METRO)

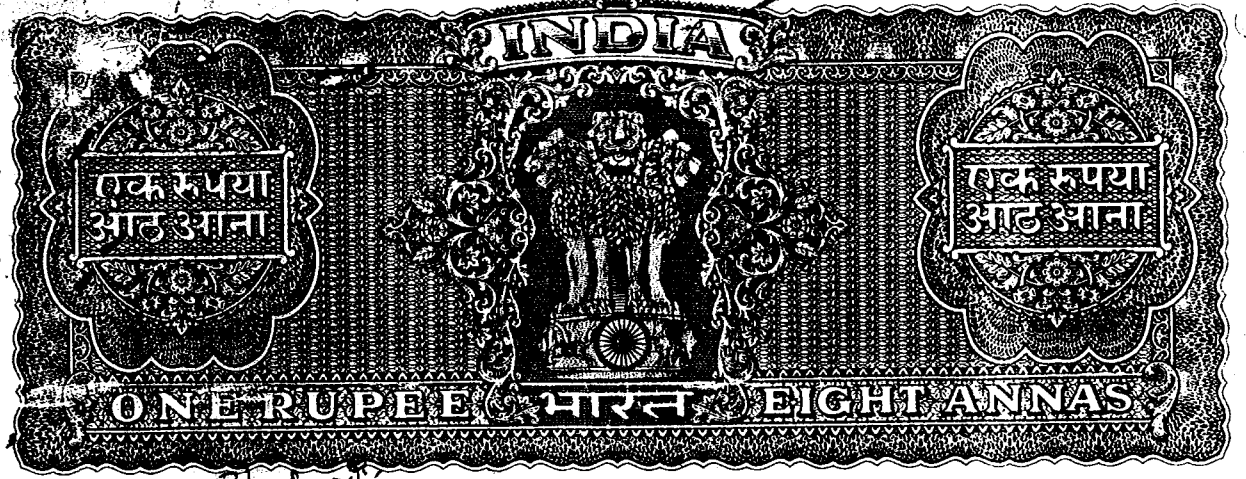
On the death of MD. TASADDUK HUSSAIN @Joseph, his legal heirs Sahida Hussain and ORS Appellant/ Plaintiff

Vs

On the death of MD.NAZIMUL ISLAM, his legal heirs DR. NAZRANA AHMED and ORS Respondent/ Defendant

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Def (enclosed)
Dispute sheet
for 29th March

Am. No.
26/12/57

23
25
28-5

1000 marks

वकायतः वाक्यं देवनागरी लिपा. पूरु. कृतं. कर्तव्यं कर्तव्यं-
सुखमयम्. केषां गृहस्थं आरु. नान्यदेवता मोक्षार्थी. केषां
नान्यदेवता. नान्य. मोक्षार्थी. वकायतः.

25

वकायतः वाक्यं देवनागरी लिपा. पूरु. कृतं. कर्तव्यं कर्तव्यं-
सुखमयम्. केषां गृहस्थं आरु. नान्यदेवता मोक्षार्थी. केषां
नान्यदेवता. नान्य. मोक्षार्थी. वकायतः.

वकायतः वाक्यं देवनागरी लिपा. पूरु. कृतं. कर्तव्यं कर्तव्यं-
सुखमयम्. केषां गृहस्थं आरु. नान्यदेवता मोक्षार्थी. केषां
नान्यदेवता. नान्य. मोक्षार्थी. वकायतः.

14/12/57
26/12/57

Compan... h O... ..

Ext. No. 2 (1)
Case No. 7396/05
Date. 1/8/12
Civil Judge No. 2
Kamrup, Guwahati

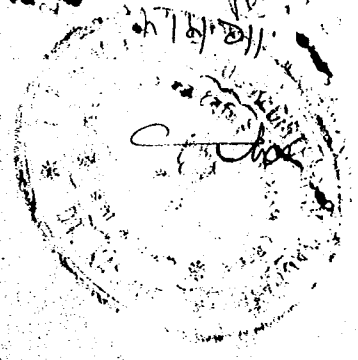
J. Prasad,
Civil Judge (Sr. Divn) No. 2
GUWAHATI.

262 W
20/9/59

ଶ୍ରୀ ଅନୁସାଧନ ବନ୍ଦୁ - ଭୀମ ଚନ୍ଦ୍ର

2

Presented for registration
at 12.15 on the 24
day of Dec 1959
in the Cuttack Sub-Registry
Office by Mrs. Anus
Basant (Claimant)
Registrar
Cuttack



Remarks
2/1/59

ଅନୁସାଧନ ବନ୍ଦୁ

ଶ୍ରୀ ଅନୁସାଧନ ବନ୍ଦୁ
ଅନୁସାଧନ ବନ୍ଦୁ
ଅନୁସାଧନ ବନ୍ଦୁ
ଅନୁସାଧନ ବନ୍ଦୁ
ଅନୁସାଧନ ବନ୍ଦୁ
ଅନୁସାଧନ ବନ୍ଦୁ
ଅନୁସାଧନ ବନ୍ଦୁ
ଅନୁସାଧନ ବନ୍ଦୁ
ଅନୁସାଧନ ବନ୍ଦୁ
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ଅନୁସାଧନ ବନ୍ଦୁ
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ଅନୁସାଧନ ବନ୍ଦୁ
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ଅନୁସାଧନ ବନ୍ଦୁ
ଅନୁସାଧନ ବନ୍ଦୁ

ଅନୁସାଧନ ବନ୍ଦୁ

ଅନୁସାଧନ ବନ୍ଦୁ

विश्वि कमी महेपुत्रे तसना जगजो येवले प्रकाश नाम
विश्वि वक्राने नामि नि हारी पुत्रे यवत नाहे । प्रथमना
२० हारीना पुत्र । २००० येव येवना उक्त जगजो
२० हारीना पुत्रे नाहे । २००० येव येवना उक्त जगजो
२० हारीना पुत्रे नाहे । २००० येव येवना उक्त जगजो
२० हारीना पुत्रे नाहे । २००० येव येवना उक्त जगजो

उपनीना विश्वि कमी

कायना विनाय जगजो मोहनी जगजो विश्वि कमी
यवतना येवतना जगजो येवना नाहे । येवना नामी
२० हारीना पुत्रे कमी नाहे । २००० येव येवना उक्त नाम
२० हारीना विश्वि कमी नाहे । २००० येव येवना उक्त नाम
१२०११ कायना विश्वि कमी नाहे । २००० येव येवना उक्त नाम
इति २१/१/१९९१

१२/१/१९९१

नाम

१. श्रीमान् ...

२. Mr. Kanyasha ...

३. श्रीमान् ...

विश्वि कमी
श्रीमान् ...
नाम



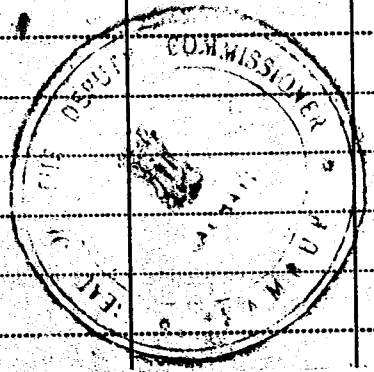
Date of application for the copy.	Date fixed for notifying the requisite number of stamps and folios.	Date of delivery of the requisite stamps and folios.	Date on which the copy was ready for delivery.	Date of making over the copy to the applicant.
21/7/92	21/7/92	21/7/92	21/7/92	22/7/92

उत्तराखण्ड	कानून	उत्तराखण्ड	गणेश	
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उत्तराखण्ड	उत्तराखण्ड	गणेश	276	
उत्तराखण्ड	उत्तराखण्ड	गणेश	गणेश	
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उत्तराखण्ड	उत्तराखण्ड	गणेश	3	
गणेश	गणेश	उत्तराखण्ड	उत्तराखण्ड	
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गणेश				

अतिरिक्तिकार :-
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Ext. No. 2
 Case No. 12/92/8
 Date 21/7/92
 Civil Judge No. 2
 Rampur, Garhwal

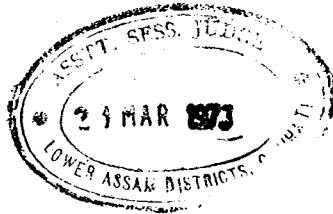
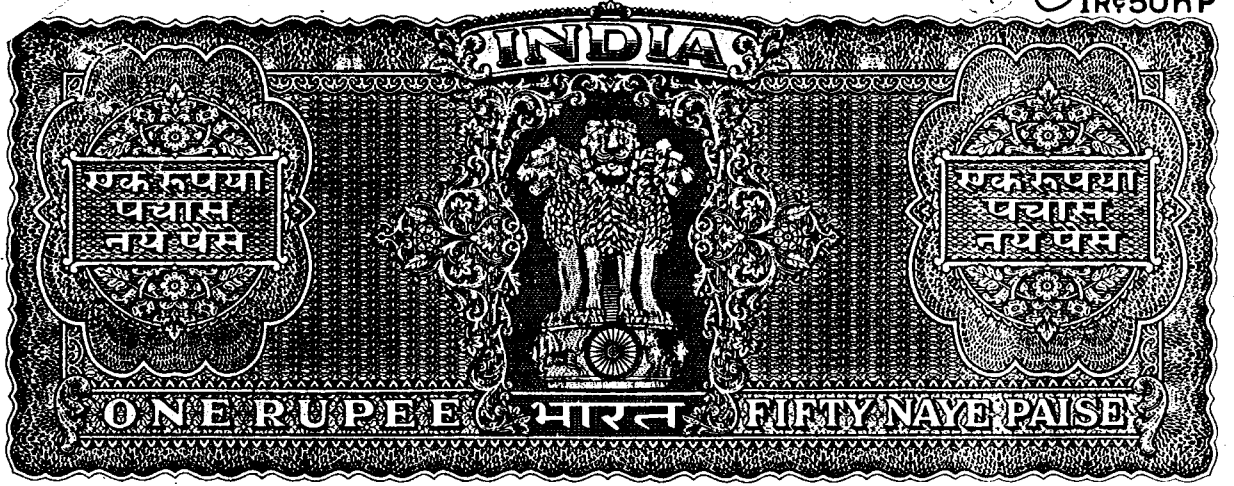
Comptroller
 Civil Judge (Sr. Div.) No. 2
 Garhwal

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Handwritten text in Assamese script, appearing to be a letter or official communication. It discusses various matters, possibly related to the stamp or the postmark.

Handwritten notes on the left side of the page, including a signature and the date 01/02/73.

Handwritten text in Assamese script, including a signature and the date 01/02/73.

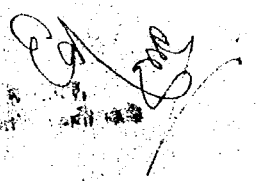
Handwritten text at the bottom center, possibly a signature or a note.

20/5/82
20/5/82

10

ਸ੍ਰੀ ਗੁਰੂ ਗ੍ਰੰਥ ਸਾਹਿਬ - ਸਾਹਿਬਜ਼ਾਦਾ

ਸੰਨ - 1982





2-6 S.F. → 2.25
 N.A. → 75
 3.10

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 बहिन या.....
 पत्र या..... 22/92
 मुठ्ठी.....
 मजिद या.....

.....
 6/10/92

...../92



Certified to be true copy

[Signature]
Registrar (Resn.) Guwahati

Date 26/7/92

Case No. 150/02

Date 27-08-05

Civil Judge Guwahati

GUWAHATI 96

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न. 5000-5000 -
22/8/92 3-रु 0026

अ. 2)

Muniff
25/9/85

वसुधैव कुटुम्बकम् - 06/2/20 - 2664 - वि. वि. - 22. 03/2/20 - 2664 -
उ. व. - 06/2/20 - 2664 - वि. वि. - 22. 03/2/20 - 2664 -
वसुधैव कुटुम्बकम् - 06/2/20 - 2664 - वि. वि. - 22. 03/2/20 - 2664 -

वि. वि. - 06/2/20 - 2664 - वि. वि. - 22. 03/2/20 - 2664 -
वि. वि. - 06/2/20 - 2664 - वि. वि. - 22. 03/2/20 - 2664 -
वि. वि. - 06/2/20 - 2664 - वि. वि. - 22. 03/2/20 - 2664 -

25/9/85
Ext. No. Rs. 5/-
Ext. No. 20-9-85
GAURAN
[Signature]

वसुधैव कुटुम्बकम् - 06/2/20 - 2664 - वि. वि. - 22. 03/2/20 - 2664 -
उ. व. - 06/2/20 - 2664 - वि. वि. - 22. 03/2/20 - 2664 -
वसुधैव कुटुम्बकम् - 06/2/20 - 2664 - वि. वि. - 22. 03/2/20 - 2664 -
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वि. वि. - 06/2/20 - 2664 - वि. वि. - 22. 03/2/20 - 2664 -
वि. वि. - 06/2/20 - 2664 - वि. वि. - 22. 03/2/20 - 2664 -
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वि. वि. - 06/2/20 - 2664 - वि. वि. - 22. 03/2/20 - 2664 -
वि. वि. - 06/2/20 - 2664 - वि. वि. - 22. 03/2/20 - 2664 -

Ext. No. 0
Case No. 73.3.96/05
Date 21/8/12
Civil Judge No. 2
Kamrup, Guwahati

Compared to Original

[Signature]
Sheristadar,
Civil Judge (Sr. Diva) No 2
GUWAHATI.

26/02/92
579

Handwritten notes at the top of the page, including "26/02/92" and "579".

Handwritten mark or signature on the right side.

REGISTRATION
26/02/92
J. K. Registrar
Ganhatl.

Prof. Jajmal Hussain

Handwritten notes on the left side, including "26/02/92" and "J. K. Registrar".

Handwritten notes on the right side, including "26/02/92" and "J. K. Registrar".

26/02/92

Prof. Jajmal Hussain

27820
2/20/92

38430 2/21

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27/8/20
28/8/20

33/4/20 2/2/21

20/10/20

1/11/20 15/11/20

[Handwritten signature]

Declared to be True Copy

J. J. Registrar (Regn.) Guwahati
Date 5/9/96

Handwritten text in Assamese script, likely a legal declaration or affidavit. The text is oriented vertically and contains several lines of cursive script.

25/2/96
Circular stamp with text: Registrar Guwahati

TRUE COPY
of A. Bhatta
J. J. Registrar, Guwahati
Date 5/9/96

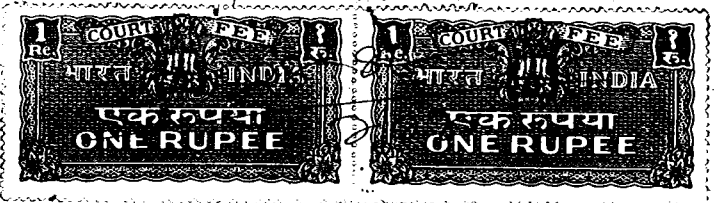
copied by
Read by
Compared by
Date 5/9/96

Book No. 20190
Page No. 282
of A. Bhatta
5/9/96

Handwritten notes and signatures at the bottom left, including a date 5/9/96.

Comparison with Original
J. J. Registrar,
Civil Judge (Sr. Divn) No. 2
GUWAHATI.

Ex.
S. No. M. - B.

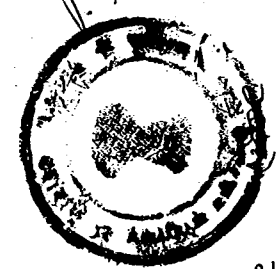


Date of	Receiving the	Date of delivery	Date on which	Date of or as
06/09/08	Receiving the number of stamps and notice	of the requisite stamps and notice	the copy was ready for delivery	over the copy to the applicant
06/09/08	06/09/08	06/09/08	06/09/08	06/09/08

কোনো হোদার হোদার আবেদন করা হইবে।
কোনো হোদার হোদার আবেদন করা হইবে।

ক্রমিক নং	নাম	পিতা	বয়স	পেশা	বাসস্থান
১	শ্রী গোবিন্দ চন্দ্র	শ্রী গোবিন্দ চন্দ্র	৩৫	গোবিন্দ	গোবিন্দ
২	শ্রী গোবিন্দ চন্দ্র	শ্রী গোবিন্দ চন্দ্র	৩৫	গোবিন্দ	গোবিন্দ
৩	শ্রী গোবিন্দ চন্দ্র	শ্রী গোবিন্দ চন্দ্র	৩৫	গোবিন্দ	গোবিন্দ
৪	শ্রী গোবিন্দ চন্দ্র	শ্রী গোবিন্দ চন্দ্র	৩৫	গোবিন্দ	গোবিন্দ
৫	শ্রী গোবিন্দ চন্দ্র	শ্রী গোবিন্দ চন্দ্র	৩৫	গোবিন্দ	গোবিন্দ
৬	শ্রী গোবিন্দ চন্দ্র	শ্রী গোবিন্দ চন্দ্র	৩৫	গোবিন্দ	গোবিন্দ
৭	শ্রী গোবিন্দ চন্দ্র	শ্রী গোবিন্দ চন্দ্র	৩৫	গোবিন্দ	গোবিন্দ
৮	শ্রী গোবিন্দ চন্দ্র	শ্রী গোবিন্দ চন্দ্র	৩৫	গোবিন্দ	গোবিন্দ
৯	শ্রী গোবিন্দ চন্দ্র	শ্রী গোবিন্দ চন্দ্র	৩৫	গোবিন্দ	গোবিন্দ
১০	শ্রী গোবিন্দ চন্দ্র	শ্রী গোবিন্দ চন্দ্র	৩৫	গোবিন্দ	গোবিন্দ

Case No. 125/08
Date 11/1/08
Civil Judge (Sr. Divn) No. 2
LUWAHATI



Comptroller, B. D. ...
Civil Judge (Sr. Divn) No. 2
LUWAHATI



25

- ১) ৩৭/ চাঁদুসিদ্দিক গোহরদেদ
স্বাঃ ৩/ শিবসিদ্দিক "
- ২) ৩৬/ - তরুতলা অধিকার
৪০/ ভোলাসিদ্দিক অধিকার
৪১/ - রুহর অধিকার
স্বাঃ তরুতলা অধিকার
- ৩) ৪২/ স্বাঃ সোমন গোলী
স্বাঃ ৩/ শিবসিদ্দিক
- ৪) ৪৬/ কীকলী-সুজাতা দাস
স্বাঃ স্বাঃ শিবসিদ্দিক সুজাতা দাস
- ৫) ৪৪/ স্বাঃ শিবসিদ্দিক-সুজাতা দাস
স্বাঃ স্বাঃ শিবসিদ্দিক
- ৬) ৪৫/ স্বাঃ শিবসিদ্দিক-সুজাতা দাস
স্বাঃ স্বাঃ শিবসিদ্দিক
- ৭) ৪৬/ স্বাঃ শিবসিদ্দিক-সুজাতা দাস
স্বাঃ স্বাঃ শিবসিদ্দিক
- ৮) ৪৭/ স্বাঃ শিবসিদ্দিক-সুজাতা দাস
স্বাঃ স্বাঃ শিবসিদ্দিক
- ৯) ৪৮/ স্বাঃ শিবসিদ্দিক-সুজাতা দাস
স্বাঃ স্বাঃ শিবসিদ্দিক

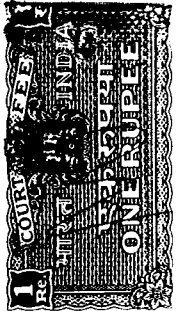


১৯৭০-৭১ চাকর ১৬৩০ নং মাঃ দাঃ স্মাঃ স্বাঃ স্বাঃ
২২/২১৭২ জন কঃ স্বাঃ ২২৫ কঃ দাসের অংশ-১৬০
লিখা- ৩০০০ মাঃ স্বাঃ স্বাঃ ৩ গোল ৪ নং অধিদাসের অংশ
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লিখা- ৩০০০ মাঃ স্বাঃ স্বাঃ ৩ গোল ৪ নং অধিদাসের অংশ
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১৯৭২-৭৬ চাকর ২২১ নং মাঃ দাঃ স্মাঃ স্বাঃ স্বাঃ
২২/২১৭৬ জন কঃ স্বাঃ স্বাঃ ২২৫ কঃ দাসের অংশ-১৬০
লিখা- ৩০০০ মাঃ স্বাঃ স্বাঃ ৩ গোল ৪ নং অধিদাসের অংশ
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২৬/১০/৭৪



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শ্রী ১৯৬২-৭০ চনৰ ২৬২২ নং মাঃ দাঃ শ্ৰাঃ-ৰ কংঃ-ৰ ২৮/১/৭২ তাঃ মূঃ মতে কোর্ট
দ্বাৰা কোর্ট নীতিৰ অধীনত পৰিচালিত কৰাৰ কৰ্মত কৰ্মীসকলৰ কৰ্মৰ
স্বয়ং ।

Sd/ V. Das
৭-৪
মাঃ জুবৈন
১৮/৭৬

শ্রী ১৯৭২-৭৬ চনৰ ২৪৬৭ নং মাঃ দাঃ শ্ৰাঃ-ৰ কংঃ-ৰ ৮/৭/৭৬ কং মূঃ মতে
মাঃ দাঃ মূঃ মতে কৰ্মত ২২০ নং দফাৰ কোর্ট নীতিৰ অধীনত কৰ্মত কৰ্মীসকল
দেখি ও কীৰ্তি কোর্টৰ মাধ্যমে স্বয়ং ।

Sd/ V. Das
৫.৯.৭৫

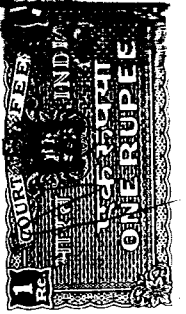
শ্রী ১৯৭০-৭১ চনৰ ১৬০৬ নং মাঃ দাঃ শ্ৰাঃ-ৰ কংঃ-ৰ ২/২/৭২ তাঃ মূঃ মতে
দফাৰ কোর্ট নীতিৰ অধীনত কৰ্মত ৬৪ নং কৰ্মীসকলৰ কৰ্মত কৰ্মীসকল
স্বয়ং ।

Sd/ V. Das
৩০-৭
মাঃ জুবৈন
২০/৭/৭৪

শ্রী ১৯৭২-৭৬ চনৰ ২৪৭১ নং মাঃ দাঃ শ্ৰাঃ-ৰ কংঃ-ৰ ৭/১০/৭৪ কং মূঃ মতে
কৰ্মত ২২০ নং দফাৰ কোর্ট নীতিৰ অধীনত কৰ্মত কৰ্মীসকল
স্বয়ং ।

মাঃ জুবৈন
১০/১০/৭৬





১) ২১৮৭-৮৮ চনৰ ৪২৭০ নং আ: দা: হো:ৰ হু: আ:ৰ ২৩/০৮-৮৮ তাৰিখৰ আ: স্বত্বোৎপাদক পত্ৰিকাৰ
 ৪২৩ নং দাপতৰ অনুশৰ ১০ লিখা (সকল কৰা বৰ্ড লিখা) স্বত্বোৎপাদক পত্ৰিকাৰ ৩৬৪৩ নং
 আৰম্ভ লক্ষ্যত আ: গোপাল চান্দাৰ ৰ ওপৰত পিতা ৬ ওপৰত আলীৰ বাবুজীক কৰা-সমন ১

আ: কুইক্সা
 ২০/৭/১২

আ: বহুল
 ২০/৭/১২

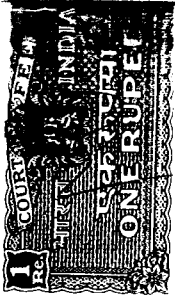
২) ২১৭৬-৭৭ চনৰ ৪৬৬ নং আ: দা: হো:ৰ হু: আ:ৰ ২৭/০৭/৭৬-কু: কা: আ: স্বত্বোৎপাদক
 পত্ৰিকাৰ ৩০০ নং দাপতৰ ৩ লৈ লিখা, ৩০২ নং দাপতৰ অনুশৰ ১০ লৈ লিখা ৩০৩ নং দাপতৰ ৩২০/১০/৭৬
 লিখা ৩০৪ নং দাপতৰ ১০ লৈ লিখা ২৮৮-৭৬ নং দাপতৰ ৩২২ নং ৩০৫ নং দাপতৰ ৩২৩/১০/৭৬
 ২০৬/৭ লিখা (পত্ৰিকাৰ কাৰ্য-কৰ্ম লিখা) স্বত্বোৎপাদক পত্ৰিকাৰ ৩৬৪৩ নং দাপতৰ ৩৬৪৩ নং
 পিতা-ভাৰ-সং-আলীৰ-সকল-৩/৩৬৪৩ নং স্বত্বোৎপাদক পত্ৰিকাৰ ২/৩৬৪৩ নং স্বত্বোৎপাদক পত্ৰিকাৰ
 পিতা-ভাৰ-সং-আলীৰ-সকল-৩/৩৬৪৩ নং স্বত্বোৎপাদক পত্ৰিকাৰ ৩/৩৬৪৩ নং স্বত্বোৎপাদক পত্ৰিকাৰ

আ: ৫, দাপতৰ
 ২৩/৪/৭৬

৩) ২১৮৪-৮৫ চনৰ ২০৪৭ নং আ: দা: হো:ৰ হু: আ:ৰ ৪/০৬/৮৫ চন-কু: স্বত্বোৎপাদক পত্ৰিকাৰ
 ২১৩ নং দাপতৰ অনুশৰ ২ (স্বত্বোৎপাদক) স্বত্বোৎপাদক পত্ৰিকাৰ ৩৬৪৩ নং দাপতৰ ৩৬৪৩ নং
 স্বত্বোৎপাদক পত্ৰিকাৰ স্বত্বোৎপাদক পত্ৰিকাৰ ৩৬৪৩ নং দাপতৰ ৩৬৪৩ নং স্বত্বোৎপাদক পত্ৰিকাৰ
 আ: ৫, দাপতৰ
 ২২/৩/৮৫

২৩/১২/৮৫
 স্বত্বোৎপাদক পত্ৰিকাৰ





33

৓ ২১৮৬-৮৪ নং সন ২১৮৭০৬ নং মা: দা: ত্রা: র ক: অং: সন: ৭/১২/৮৬ ক্: তা অং: হতে শ্ৰী
কট্টির ২২৪ নং দাফাৰ গননা ০ (নিৰি কৰা) অধীত মা: দা: স্বত্বে অধিদাৰ ৩৬৮৮
অধিদাৰ অফাৰ টিকিটদিৰ গাৰডোদ সি: দাৰিঅুদিৰ গাৰডোদৰ নাগৰাণী স্বত্বৰ
স্বা।

মা: কামৰূট
০/১৮৮০
Ed / M - Khandakant.
২১.১.৪৫

৓ ২১৮৬-৮২ নং সন ২৬২৪ নং মা: দা: ত্রা: র ক: অং: সন ০০/০৮২ ক্: তা অং: হতে
শ্ৰী কট্টির ২৬৬ নং দাফাৰ ৩- (অস) সিধা অধীত দাফা স্বত্বে অধিদাৰৰ লফাৰ কী-
টাইকটকা
গাৰডোদৰ সি: দাৰিঅুদিৰ গাৰডোদৰ নাগৰাণী স্বত্বৰ স্বা।

মা: কীতাল
৫/৪৪১৫
মা: U. Das
১০.৫.৪৫

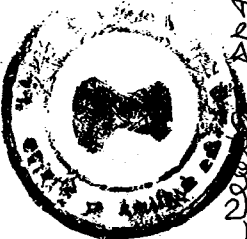
৓ ২১৮৪-৮০ নং সন ২৮০৪ নং মা: দা: ত্রা: র ক: অং: সন ২০/০৮০ তা অং: হতে
শ্ৰী কট্টির ৪২০ নং দাফাৰ গননা ০ (অস কী-টাইকটকা) অধীত অধিদাৰৰ লফাৰ
গাৰডোদৰ দাফা স্বত্বে দা-কালী মা: কীতাল গাৰডোদৰ সি: ৩ সিধাৰ কামৰূ নাগৰাণী স্বত্বৰ
স্বা।

মা: কী কামৰূট
২০/০৮০০
মা: কামৰূট
২০/০৮০০

৓ ২১৮৪-৮০ নং সন ২৭০২ নং মা: দা: ত্রা: র ক: অং: সন ২০/০৮০ ক্: তা অং: হতে
শ্ৰী কট্টির ৪২০ নং দাফাৰ গননা ০ (নিৰি কৰা) অধীত মা: দা: স্বত্বে অধিদাৰ
লফাৰ লফাৰ কীতালী-ধাৰাৰ স্বত্বৰ গাৰডোদৰ কামৰূ নাগৰাণী স্বত্বৰ স্বা।

মা: U. Das
২৫-৪

মা: দাফাৰ
২০/৮/৮৮৫
মা: দাফাৰ





০৮/০৮/০৮

০৮/০৮/০৮

১। ০৮/০৮/০৮

২। ০৮/০৮/০৮

৩। ০৮/০৮/০৮

৪। ০৮/০৮/০৮

৫। ০৮/০৮/০৮

৬। ০৮/০৮/০৮

৭। ০৮/০৮/০৮

৮। ০৮/০৮/০৮

৯। ০৮/০৮/০৮

১০। ০৮/০৮/০৮

০৮/০৮/০৮

০৮/০৮/০৮

১। ০৮/০৮/০৮

২। ০৮/০৮/০৮

৩। ০৮/০৮/০৮

৪। ০৮/০৮/০৮

৫। ০৮/০৮/০৮

৬। ০৮/০৮/০৮

৭। ০৮/০৮/০৮

৮। ০৮/০৮/০৮

৯। ০৮/০৮/০৮

১০। ০৮/০৮/০৮

০৮/০৮/০৮

০৮/০৮/০৮

১। ০৮/০৮/০৮

২। ০৮/০৮/০৮

৩। ০৮/০৮/০৮

৪। ০৮/০৮/০৮

৫। ০৮/০৮/০৮

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৮। ০৮/০৮/০৮

৯। ০৮/০৮/০৮

১০। ০৮/০৮/০৮

০৮/০৮/০৮

০৮/০৮/০৮

১। ০৮/০৮/০৮

২। ০৮/০৮/০৮

৩। ০৮/০৮/০৮

৪। ০৮/০৮/০৮

৫। ০৮/০৮/০৮

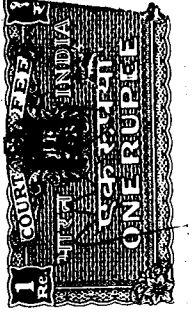
৬। ০৮/০৮/০৮

৭। ০৮/০৮/০৮

৮। ০৮/০৮/০৮

৯। ০৮/০৮/০৮

১০। ০৮/০৮/০৮



38

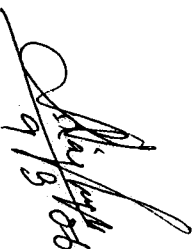
WARD NO. 58 (PERIODICAL ASSESSMENT-SHEET
LIST OF NEW/IMPROVED HOLDING ASSESSED SECTION UNDER 155 OF G.M.C. ACT 1979 FOR WARD NO. 58 QRT. 2004-05

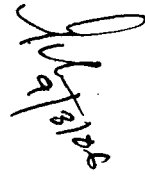


No. of Holding	Name of the Road	Name of the Assessee with Father's/ Husband	Whether Self/Rented Residence	Description	Property Tax (Ctry.)	Remarks
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H/No -4225	Basistha Road Rd	Sri Tasudduk Hussain(Joseph)	Rented for residence	<u>A.T. House</u> P/F - Pucca, Post - Wooden Wall -H.E.C.P	G. Tax - Rs. 35.25 S. Tax - Rs. 8.80 L. Tax Rs. 3.55	
B/L	S/o Late Tajmul Hussain	Self used residence	Roof - C.I. Sheet	PA - 7.80 x 8.80 = 68.64 Sqmt. C/C = Rs. 18471.00 @ Rs. 269.10 Sqmt. L/V Rs. 2500.00 @ Rs. 10,000/PK L/B/V Rs. 20971.00 ARV Rs. 410.00	TOTAL Rs. 47.60	
L/A 2K 16 Lessa						
P. No. - 1						
Dag. No. 224						
H.C.L. = 5 Lessa						
AL = The total land area is 24 bigha 2K. 16 Lessa out of which 2 katha 16 lessa is taken in this holding. Remaining land area used for Agriculture farm.						
Use for office.						
Having S/L & Light						

COMPARED BY..... CERTIFIED TO BE TRUE COPY


Superintendent
 (Dispur Zone)
 Guwahati Municipal Corporation


Dy. Commissioner
 (Dispur Zone)
 Guwahati Municipal Corporation

S/d. Illegible
Commissioner
 Guwahati Municipal Corporation

Case No. 58-396/05
 Date 21/9/12
 Civil Judge No.-2
 Kamrup, Guwahati

R.No - 314566 dt. 8.3.06

Comparer S. Dikshit
 S.D. Officer
 Guwahati Municipal Corporation

Assistant
 Civil Judge (S.D. Divn) No. 2
 Kamrup, GUWAHATI.

গুৱাহাটী পৌৰ নিগম

(১৯৬৯ চনৰ গুৱাহাটী পৌৰ নিগম আইনৰ ২০০ অনুচ্ছেদ অনুযায়ী)

ৰচিদ বহীৰ নম্বৰ - A 1060

ক্রমিক নং 125959

Md. Jassadur Hussain সাক্ষাতিকৰ্মকাৰী

শ্রী/শ্রীমতী ৫৪ B. Rd. ৰ পৰা

গুৱাহাটী পৌৰ নিগমৰ 42257 টাউৰ

পথত অৱস্থিত 702-01 হোমিঙৰ সংক্রান্ত

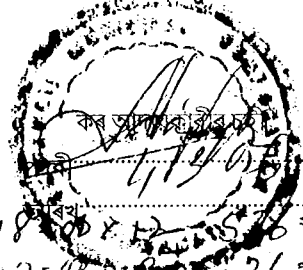
নিম্নোক্ত কৰৰ বাবদ Seven hundred two only পইচা

আদায় পাই এই ৰচিদটো কৰিবলৈ 13-04-2005-06

বিল দ্রষ্টব্য :- U. Tax - 20.3-06-2005-06

কিস্তিৰ বিৱৰণ up to March-06

সাধাৰণ কৰ	}	U. Tax - 48-08-05-06 = 01
পানীৰ কৰ		U. Tax 42-08-05-06 = 01
চাফাই (স্কেভেজিং) কৰ		U. Tax 702-01
বিজুলী চাকিৰ কৰ		U. Tax 702-01
স্থানৰ সম্পত্তিৰ কৰ		U. Tax 702-01



702 মুঠ কৰঃ 01

কৰ আদায় হ'ল টকা পইচা

কৰ বাকী 702 টকা 01 পইচা

উপৰোক্ত টকা পইচা

() গুৱাহাটী পৌৰ নিগমৰ কৰৰ বাবদ

আজি আদায় দি ৰচিদ পালো :

কৰ দাখিল কৰি
তাৰিখ 8/3/06

Ext. No. 2
Case No. 396/05
Date 8/3/06
Civil Judge No. 2
Kamrup, Guwahati

Comptroller & Auditor
M. A. B. D. S. D.
Civil Judge (Sr. Divn) No 1
GUWAHATI

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গুৱাহাটী পৌৰ নিগম

(১৯৬৯ চনৰ গুৱাহাটী পৌৰ নিগম আইনৰ ২০০ অনুচ্ছেদ অনুযায়ী)

বচিদ বহীৰ নম্বৰ 8857

৩/১০
২৪/১

ক্রমিক No. 885633

সাক্ষেতিক সংখ্যা

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শ্রী/শ্রীমতী Tasadduk Hussain

গুৱাহাটী পৌৰ নিগমৰ 58 ওৱাৰ্ডৰ ৩১ কে-১

পথত অৱস্থিত 4225 হোল্ডিংৰ সংক্রান্ত

নিম্নোক্ত কৰৰ বাবদ 1170 টকা পইচা

আদায় পাই এই বচিদ চহী কৰি দিলো

বিল দ্ৰষ্টব্য :-

কিস্তিৰ বিৱৰণ

1st 1170/- ২৪/১

কৰ আদায়কাৰীৰ চহী

পদবী

তাৰিখ

সামৰণ কৰ

পানীৰ কৰ

চাফাই (স্কেভেজিং) কৰ

বিজুলী চাকিৰ কৰ

স্থাবৰ সম্পত্তিৰ কৰ

15-38-996 2002-03

Tax paid amount / 03 18: 00 x 20 = 960.00

4200 x 5 = 210.00

1170.00

মুঠ কৰ :-

কৰ আদায় হ'ল 1170 টকা পইচা

কৰ বাকী ০ টকা পইচা

উপৰোক্ত 1170 টকা পইচা

() গুৱাহাটী পৌৰ নিগমৰ কৰৰ বাবদ

আজি আদায় দি বচিদ পালো।

Signature

M: Tasadduk Hussain

কৰ দাতাৰ চহী

তাৰিখ

29/12/02

Ext. No. ২
Case No. B. 376/02
Date 29/12/02
Civil Judge No. 2
Guwahati

Comparison of the
Signature
Justice of Peace,
Civil Judge (Sr. Divn) No. 2
GUWAHATI.

বহীৰ নাম

ক্রমিক নং 4230932

বেলুঙা মৌজা

কোন চনৰ বাবে

2812

তাৰিখ

8/6/2006

কান পৰা পোৱা হ'ল

ৱাৰ ৬৫ হিচাপে স্বীকৃত

কান বাবে পোৱা হ'ল

গাওঁৰ নাম	পটৰ নম্বৰ		খাজনা	স্থানীয় কৰ	আন প্রকাৰৰ দিবলগীয়া	খিৰাণ	দৈনিক আমদানীৰ ক্রমিক নম্বৰ
	একচনা	মাদী					
শিৱসান ১৪১২		J	8000	5000	10000	1802	
					5000		
			৬০	০০০০	০০০০		

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[Signature]
মৌজাদাৰৰ চহী

AGP. XXIV-F. No.-15A-12/05-06

মুঠৰ পাৰ্বক্ষিক স্বীকাৰণ কৰে

Compare with Original

[Signature]
Magisteristadar,
Civil Judge (Sr. Divn) No. 2
GUWAHATI.

২০(১)
Case No. ১২৩৬/০৫
Date. ১/৪/১২
Civil Judge No.-2
Kamrup, Guwahati

230932

চৈলভা মৌজা

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Assam Schedule XXIV (Part 4), Form No. 10A



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ক্রমিক নং	স্বত্ব		কাজ	স্বত্ব হারানোর কারণ	বিবরণ	স্বত্ব হারানোর তারিখ
	স্বত্ব	স্বত্ব				
১	১	২				

Ext. No. ৩০(২)
Case No. ৪৩৬/১৪
Date. ৭/৪/১৩
Civil Judge (Sr. Divn) Guwahati

Comptroller of Accounts

J. Cristadar,
Civil Judge (Sr. Divn) No. 2
GUWAHATI

GUWAHATI

230932

বৈলভলা মৌজা

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২৬/১০/০৫

(অসম আইন সীমা)

Assam Schedule XXIV (Part II) Form No. 15A

কোর্ট নং

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কোর্ট

২৬/১০/০৫

কোর্ট

ক্রমিক নং	প্ৰতিষ্ঠান		জমিদার	স্বত্ব	আদায়	আদায়	আদায়	আদায়	আদায়
	নাম	স্বত্ব							

Ext. No. ৪০(৬)
Case No. B. ৩৭৫/০৫
Date ৭/৪/১০

Civil Judge No.-2
Kamrup, Guwahati

Compar...

১৯৭৩ (A.S.) REVISED P. 15A

Stieristadar,
Civil Judge (Sr. Divn) No. 2
GUWAHATI.

প্ৰথম সূচী

Schedule XXXI (Part I), Form No. 16A.

3346



কাল

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১৯৮০ — ৯০

১৯/১২/৮৭

কাল বা স্থান ... ম: ৩৫৫৫ ২/৬/৮৭

কাল বা স্থান ...

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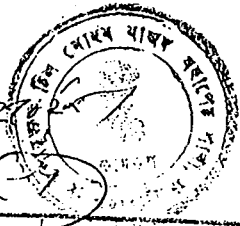
Ext. No. ৩০(৪)
 Case No. ৩৩৬/৮৫
 Date. ১৯/১২/৮৭
 Civil Judge No. 2
 Kamrup, Guwahati

Comptroller & Registrar
 J. Cristadar,
 Civil Judge (Sr. Divn) No 2
 GUWAHATI

গোৱালপাৰী জিলা

Assam, Schedule XXIV (Part I), Form No. 10A.
- 10509

সংখ্যা 93
 উদ্দেশ্য বস্তু
 আবেদন কৰাৰ তাৰিখ 20/12/12
 আবেদনকাৰীৰ নাম
 আবেদন কৰাৰ স্থান



সংখ্যা	আবেদনকাৰীৰ নাম	স্থান	স্থানীয় কৰ	আন কৰ	মিমাণ	দৈনিক প্ৰায়দানী ক্রমিক নম্বৰ
93	(Handwritten Name)		১০.২০	১০.০০	১০.০০	১০

স্বাক্ষৰ (Handwritten Signature)

ৱেবছাইট: www.assam.gov.in

Ext. No. 20 (2)
 Case No. B 399/12
 Date 9/8/12
 Post Office No. 2
 Guwahati

Compared with Original
 (Signature)
 Officer-in-Charge,
 Civil Judge (Sr. Divn) No. 2
 GUWAHATI.

ASEB Schedule III (Accounts) Form No. 1

ASSAM STATE ELECTRICITY BOARD

Bill for Electricity Supply, ASEB

Date of Bill

Due Date

Consumer No., Name & Address: Meter- No. & Other Particulars:

285325

B. H. 137
Md T Hussain
B. Cong

7 KW
DL 10897489/10A

Connected Load	22.802	Present Reading	1552
Period of Bill	21.9.02	Previous Reading	1538
Meter Supplied By	Board / Consumer	Unit Consumed	14
Transformer Capacity		L.T. Merereng	
Tr. Supplied By	Board / Consumer	Unit billed	

Demand in Rupees

Details	Rupees	P
(A) Energy Charge		
(i) First..... units @ Rs..... / unit		
(ii) Next..... units @ Rs..... / unit		
(iii) Balance..... units @ Rs..... / unit		
(B) Fixed charges / Demand charge @ Rs..... KW/KVA/month		
(C) F.P.A. Charge @ Rs..... /unit		
(D) = (A) + (B) + (C)	420	00
(E) Minimum Charge		
(F) Electricity Duty	8	55
(G) Meter Rent	8	00
(H) Arrear (i) Principal	60	91
(ii) Surcharge	27	79
(I) Surcharge on (H) (i)		
(J) Transformer M. & D Charge		
(K) H. T. Rebate on (A) only		
(L) Gross Amount	448.34	1058.25
(M) Rebate on (A) + (B) + (C) For timely payment		420
(N) Total Payable Amount	448.34	1046.25

Prepared by _____ Checked by _____ For ASEB _____
 Bill Clerk / JE / AE _____ Dy. AO / AO / AM _____ AM / AEE / AE _____
 Signature with Seal
 This Bill should be presented in full at the time of payment. Please refer to notes overleaf E. & O.E.

Ext. No. 28 (2)
 Case No. B. 396/AS
 Date 9.8.12
 Civil Judge No. 2
 Kamrup, Guwahati

Compar... b G. 19. 2012
 JP
 J. Pristadar,
 Civil Judge (Sr. Divn) No 2
 GUWAHATI

46

NO. CEM/96 (N) 266566 OFFICE COUNTER FOIL

ASSAM STATE ELECTRICITY BOARD

Received Bill for the Period.....to.....

Served by _____ Received by _____

Consumer No. Name & Address	Meter No. & other Particulars
-----------------------------	-------------------------------

NO. CEM/96 (N) 266566

----- X Copy X -----

Consumer No. Name & Address	Meter No. & other Particulars
-----------------------------	-------------------------------

B-2-11-137 L10857488/10A
 T. J. Ladda 11W

BILL FOR ELECTRICITY SUPPLY, ASEB

Date of Bill		Present Reading	06661
Period of Bill	15-10-96 16-11-96	Previous Reading	06523
Due Date	7/12	Units Consumed	138

Demand (In Rupees)

	ARREAR		CURRENT		TOTAL	
	Rs.	P.	Rs.	P.	Rs.	P.
Energy charge					207	00
Elect. duty					6	90
Meter rent					4	00
other charges				01	3	83
a				Ar	184	70
b						
c						
d						
Surcharge						
Gross Amount						
Rebate						
Net Amount					1706	21

Prepared by _____ Checked by _____ For ASEB

Bill Clerk/JE/AE _____ By AO/AM _____ AM/AEE/AE _____
 J. Executive Engg.
 Signature with date & Seal
 Note: This Bill should be presented for the time of payment. See (a) Notes on the reverse.

Ext. No. 22(2)
 Case No. B-396/S-5
 Date 9/8/12
 Civil Judge No. 2
 Kamrup, Guwahati

Comptroller & Officer
 J. Cristadar,
 Civil Judge (Sr. Divn) No. 2
 GUWAHATI.

47

Non OMT - Genl
दूर संचार विभाग

Eng-53

DEPARTMENT OF TELECOMMUNICATIONS

DEMAND NOTE

(with S.T.D)

Office of the..... M/44

This Demand Note in (3 copies) with full payment in cash or a crossed cheque on a well known Bank payable to A. O. should be presented at the country on or before... 22-8-94 during working hours (but see Instruction 2 below).

Further action for execution of demand will be made on verification of credit of payment.

The amount of this Demand Note is in payment of Advance/ Arrear charge for N/Coor

Reference your/our letter No. 31139 dt 19-7-94

To

Name Md. Tasadduk Hussain (Joseph)

Demand Note No. 36696

Address Bishnu Kava Path, Near Masjid, Vill - Maidamgaon, Belkola, G.H. 28.

Date of issue 23-7-94

Charges as per items Nos below Rs P Rupees

Issuing Officer

Particulars	No of connection	Rate	Amount
1. Initial payment under OWN YOU TELEPHONE SCHEME			
2. Deposit against trunk service			R s. P.
3. Deposit against local service			
4. Installation fee			
5. Fixed monthly/annual rental for main connection			
6. Rent for internal extension for one year/months			
7. Rent for external extension for one year/months			
8. Rent for plug & Sockets for one year			
9. Charges for extension/Plan			
10. Charges for shifting			
11. Charges for coloured instrument			
12. Charges for entries in telephone directory			
13.			
14.			
15. (Rupees three thousand) only			
		Total	3,000/-

(For use by Government Subscribers, if this bill is to be adjusted by book transfer)

Returned to the...
The charges of Rs... up...
is accepted and will be adjusted by...

Date Stamp of Post Office

Name of Accounts Officer... under the head...

Date

Countersigning Officer

INSTRUCTIONS

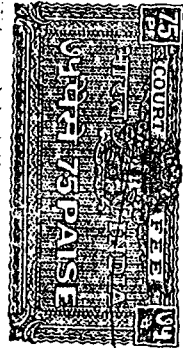
1. Subscribers will be entirely responsible for the acceptance of their cheque. If dishonoured or rejected by the Bank the telephone connection, if installed already, will be disconnected without notice.
2. The Government Subscribers should return two copies of the accepted Demand Note together with the acknowledgment of Hiring Contract (if any) duly completed and signed to the Issuing Officer, if the amount exceeds Rs. 50, if the amount does not exceeds Rs. 50, payment may be made in cash or by cheque in accordance with the above instructions.
3. On Production of the Demand Note in triplicate for payment, the Postmaster/Accounts Officer/Administrative Officer as the case may be, will impress the date-stamp on all the three copies return one copy together with a receipt in form Eng-9 to the Subscriber or his agent. The 2nd copy will be forwarded to the issuing Officer concerned by registered post while the third copy will be forwarded by registered post to the Telephone Revenue Office concerned along with other paid telephone bills if any at the close of the day.

T. U. M. GUWAHATI-7
002840 025/07/9400

Ext. No. 22 (12)
Case No. T-396/95
Date 9/8/92
Civil Judge No. 2
Kamrup, Guwahati

Comptroller & h...
S-ristadar,
Civil Judge (Sr. Divn) No. 2
GUWAHATI.

मसौदा के लिए आवेदन की तिथि Date of application for copy.	मसौदा की प्रतियों की संख्या तैयार करने की तिथि Date fixed for making the requisite number of stamps and folios.	मसौदा तैयार और प्रतियों देने की तिथि Date of delivery of the requisite stamps and folios.	तारीख, जबकि देने के लिए मसौदा तैयार थी Date on which the copy was ready for delivery.	आवेदन को प्रतिलिपि बनाने की तिथि Date of making over/lig copy to the applicant.
20/3/03	20/3/03	20/3/03	20/3/03	21/3/03



IN THE COURT OF CIVIL JUDGE (SR.DIVN) NO. 1 ,
GUWAHATI.

(Amended Plaint)

Title Suit No. 34 / 2000

Md. Nazimul Islam,
son of Late Sirazul Islam,
resident of Zoo Road, Guwahati,
P.S.
District Kamrup, Assam.

... Plaintiff.

-VERSUS -

- OP
1. Md. Joseph Hussain
Son of Muzamil Hussain
 2. Md. Mahidul Islam
 3. Md. Saiful Islam

No.2 and 3 are sons of Late Tazul Islam. All are residents of Lakhtekia, Guwahati-1.

... Main Defendants.

- OP
4. Md. Saidul Islam
Son of Late Tazul Islam
 5. Rutt. Gansha Ara Begum.

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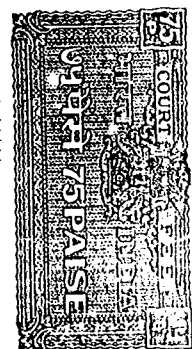
Nazimul Islam
Filed by
M. H. Hossain
21/3/03



*Copy enclosed herewith
received in the copy by
the Mian court, not available
Don't see defendant No 4.
Received for Defendant No. 3
Sourabhy Neog
21/3/03*

Ext. No. 26 (13)
Case No. 75 396/05
Date 7/8/12
Civil Judge No.2
Kamrup, Guwahati

Compared by
Skeristadar,
Civil Judge (Sr. Divn) No 1
GUWAHATI



- 6. Mustt. Ferra Islam
- 7. Miss Fami Islam

No.5 is the wife and No.6 and 7 are the daughters of Late Nazrul Islam. All are residents of Christian Basti, Guwahati-5.

- 8. Mustt. Reena Begum
wife of S. Islam

- 9. Mustt. Ranu Begum
wife of M. Islam

- 10. Mustt. Mako Begum
wife of Nana Kamar

- 11. Mustt. Rini Begum
Wife of Late A. Rahman

- 12. Mustt. Manika Begum
wife of Sabar Ahmed

No.8 and 9 are residents of Lakhtokia, Guwahati-1.

No.10 is the resident of Kamarpatty, Guwahati-1

No.11 and 12 are the resident of Machkhowa, Guwahati-1.

- 13. Mustt. Nazmin Islam
wife of Sayed Imam Zamil
daughter of Late Sirazul Islam



Contd...



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Resident of Chandmari, Guwahati-
701003, P.S. Chandmari, District
Kamrup.

... Proforma Defendants.

Suit for declaration of right, title
and interest of the plaintiff over
the suit land mentioned in the
Schedule 'A' and 'B' below by right
of inheritance, and for confirmation
of possession or in otherwise for
recovery of possession over the said
schedule land and for permanent injunc-
tion restraining the main defendants
and their agents, employees and/or
servants from creating any disturbance
over the suit land. For cancellation
of the relinquishment deed No.
0385/71 dated 8.11.71 and also for
issuance of precept to the sub
registrar Guwahati for recording such
cancellation of the said deed. The
fixed court fee of Rs. 22/- is paid
for declaration as proved for and for
confirmation of possession, etc. the
court fee is paid at Rs. 4,16,000.00
and for permanent injunction the suit
is valued at Rs. 100/- and the



Contd...



(51)

advalorem court fee upon the said amount is also paid.

The suit is valued at Rs.4,16,100.00 for the purpose of determination of jurisdiction of the court.

The plaintiff begs to submit as follows :

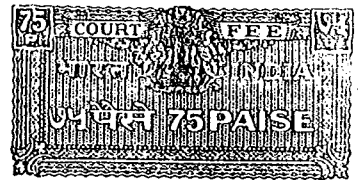
1. That, late Tazul Islam was the grand father of the plaintiff having his immovable properties in different places within greater Guwahati including the land in suit patta and dags.

2. That, late Tazul Islam having five sons and five daughters and the sons are/were Viz. late Sirazul Islam, Md. Saidul Islam, Late Nazrul Islam, Md.Mohidul Islam (Main Defendant No.2) and Md. Saiful Islam (Main Defendant No.3) and the daughters are Viz. Reena Begum, Rano Begum, Mako Begum, Rini Begum and Manika Begum. That the plaintiff is the only son of late Sirazul Islam.



3. That, originally late Tazul Islam son of late Teieb Ali having land measuring 24 Bighas 2 Kathas 16 lechas in Sag No. 224 of K.P.Patta No.1 in village Maidam under Beltola Mauza and land

Contd...



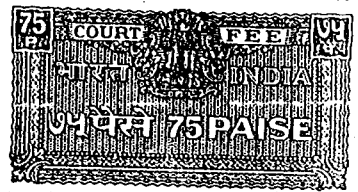
measuring 14 Bighas 4 Kathas 12 lochas in Dag No. 1170 of K.P.Patta No.6 of the same village and Mauza out of which the father of the plaintiff late Sirazul Islam had 3 bighas 1 Katha and 2 Bighas in the aforesaid Dag and Patta, respectively as per right of inheritance of the Mohamedan law and finally the plaintiff became the absolute right, title and interest holder of the aforesaid land.

4. That, the plaintiff used to possess the suit land as a co-sharer along with the main defendant No. 2 and 3 and other proforma defendants in the said Dags and pattas and the suit land being the land of the plaintiff is lying vacant under his possession and while the plaintiff went to look after the same on 31.1.2000 the plaintiff found that the main defendant No.1 along some other person went to the suit land and tried to take forcible possession by erecting bamboo fencing and the plaintiff having no other alternative than to lodge F.I.R. before the Caltala Police Station as well as in the Dispur Police Station as the suit land is situated both those police station.



5. That, by creating such disturbance by the defendant No.1 who has no even any share of land in the suit dags and pattas has no right to dispossess

Contd...



the suit land and as such for such creation disturbance has clouded the right, title and interest of the plaintiff over the suit land and hence the plaintiff is prayed for decree of declaration of the right, title and interest over the suit land by way of right of inheritance.

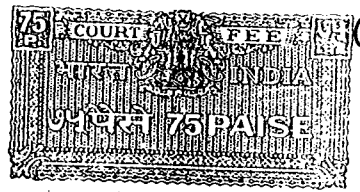
6. That, the main defendant No.1 with the instigation of the main defendant No.2 and 3 wanted to create disturbance over the suit land and as such the main defendant No.2 and 3 are also impleaded as party to the suit for seeking relief against them.

7. That, the suit land being vacant land, the plaintiff very after used to look after by visiting in the said place and till now the plaintiff has physical possession over the said land and as such the decree for confirmation of possession may be passed but if in the mean time the main defendants illegally disposes the suit land in that case the decree for recovery of possession in otherwise may be granted. The the plaintiff now come to know that the father of the main defendant No.1, late Tazmul Hussain and the main defendant No.1 in collusion with some other interested person had manufactured the relinquishment deed No. 9385/71 dated 8.11.71.,



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Contd...



although the same has not be executed by Late Tazul Islam and as such the same may be cancelled and accordingly the precept may be issued to the Sub-Registrar, Guwahati for recording such cancellation of the relinquishment deed stated above.

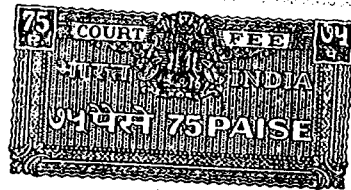
8. That, the main defendants may at any time entered into the suit land and may tried to construct any structure over the suit land and at the same time the main defendants may even tried to disposed off the suit land by way of sale, gift, lease or any other such forms of transfer and as such the decree for permanent injunction may kindly be granted against the main defendants.

9. That, the cause of action of the suit arise on and from 31.1.2000 while the main defendant No.1 tried to disposes the suit land and also all other subsequent dates thereafter. That the cause of action arose at village Maidam under Beltola Mauza which is within the jurisdiction of this Hon'ble Court.

10. That, the plaintiff has no claim against the proforma defendants of this suit provided those proforma defendants or any of them do not contest

Contd...





- 8 -

the suit of the plaintiff, in case the proforma defendants or any of them contest the suit of the plaintiff in that case such contesting proforma defendant/defendants shall be treated as main defendant/defendants and the relief claim against such contesting proforma defendants shall also be the same as like that of present main defendants.

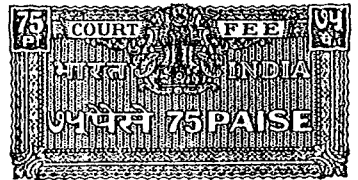
11. That, the suit is valued at Rs. 4,16,100/- for the purpose of determination of jurisdiction of the court. That the fixed court fee of Rs. 22/- is paid for declaration of right, title and interest of the plaintiff over the suit land and for confirmation of possession or in otherwise recovery of possession of the suit in valued at Rs. 4,16,000/- and the ad-valorem court fee is paid upon the said amount with court fee at Rs. 100/- for decree for permanent injunction.

It is therefore prayed that the court be pleased to pass decree -

- a) For declaration of right, title and interest of the plaintiff over the land mentioned in the schedule 'A' and 'B' below by right of inheritance and also decree for cancellation of

Contd...





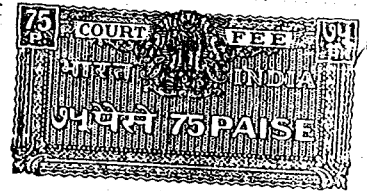
Relinquishment Deed No. 8385/71 dtd. 8.11.71 alleged to have been executed by Late Tazul Islam in favour of kh Late Tazmul Hussain and precepting also be issued to the sub registrar for recording such cancellation of the said relinquishment deed.

- b) for confirmation of possession of the plaintiff over the said Schedule 'A' and 'B' below ; but if in the mean time the suit land is dispossessed by the main defendants in that case decree for recovery of possession over the same may kindly be granted ;
- c) for permanent injunction restraining the main defendants their agents , employees and/or servants from creating any disturbance over the suit land by way of making any construction and also from transferring the suit land by way of sale gift, lease or any other such terms of transfer ;
- d) for all costs of the suit and ;
- e) for any other relief or reliefs to which the plaintiff may found entitled may also be decreed.



2-2-2072

Contd...



SCHEDULE 'A'

Land measuring 3 B. 1 K. out of 24 B. 2K. 16 L. in Dag No. 224 of K.P.Patta No. 1 in village Maidam under Beltola Mouza in the district Kamrup which is bounded by -

North : Guru Bishnu Rabha Path and land of Dag No. 1170.

South : Other portion of the land of Dag No. 224.

East : Other portion of the land of Dag No. 224.

West : Guru Bishnu Rabha Path and land of Dag No. 224.

SCHEDULE 'B'

Land measuring 2 B. out of the total land of 14 B. 4 K. 12 L. in Dag No. 1170 of K.P.Patta No. 6 in village Maidam under Beltola Mauza in the district of Kamrup which is bounded by :

North : Other portion of the land of Dag No. 1170.

South : Land of Dag No. 1170 and thereafter Dag No. 224

East : Land of Dag No. 225 and Kalaguru Bishnu Rabha Path.

West : Land of Dag No. 1170 and Dag No. 224.

VERIFICATION

I, Md. Nazimul Islam, the plaintiff do hereby verify that the statements made in all the above paras are true to the best of my knowledge and belief and I signed this verification on this 30th day of August, 2002 at Guwahati.

Nazimul Islam



সাক্ষী মহাশয়
Niral Chakrabarti
খিলা ন্যায়ালয় কার্যালয়
কামৰূপ, গুৱাহাটী
২০/৩/০৩

সাক্ষী মহাশয়
Fuzucha Nutsan
২০/৩/০৩
খিলা ন্যায়ালয় কার্যালয়
কামৰূপ, গুৱাহাটী
[Signature]
Sheristadar,
Civil Judge (Sr. Divn) No. 2
GUWAHATI.

Date of application for the copy.	তারিখ Date fixed for notifying the requisite number of stamps and folios.	সি. ডি. অফিস Date of delivery of the requisite stamps and folios.	প্রস্তুত করার তারিখ Date on which the copy was ready for delivery.	তারিখ Date of making over the copy to the applicant.
13/11/03	13/11/03	13/11/03	29/11/03	21/11/03

58

IN THE GAUHATI HIGH COURT

(High Court of Assam, Nagaland, Meghalaya, Manipur, Tripura, Mizoram & Arunachal Pradesh)

CIVIL APPELLATE SIDE

Appeal from
Civil Rule

W.P.C) No. 4518 of 2003

Appellant
Petitioner

Md Tasadduk Hussain
Versus
State of Assam

Respondent
Opposite Party

For Appellant
Petitioner C. K. Saini Bhandari
S. Medha
S. Banerjee
G. Rahul
S. Choudhury
For Respondent
Opposite Party G. A. Assam

81

Est. No. 20
Case No. 73-296/03
Date 9/3/03
Civil Judge No. 2
Kamrup, Guwahati

Comptroller
S. Cristadar,
Civil Judge (Sr. Divn) No. 2
GUWAHATI.

-4-

by the Respondent Nos. 2 and 3.

-AND-

IN THE MATTER OF :

Md. Tasadduk Hussain,
@ Josheph Hussain,
son of Tazmul Hussain,
resident of Lakhtokia,
Guwahati- 781001.

... PETITIONER.

-Versus-
Gauhati High Court

1. The State of Assam,
through the Chief Secretary,
Government of Assam, Dispur,
Guwahati- 781006.
2. The Superintendent of Police (City),
Guwahati, Panbazar, Guwahati,
Pin 781001,
3. Officer-in-Charge,
Basistha Police Station,
Basistha, Guwahati.
4. Md. Nazimul Islam,
son of Late Sirazul Islam,

contd..

- 5 -

resident of Zoo-Road,
Guwahati- 781003.

5. The Civil Judge (Senior Division) No.1,
Guwahati.

... RESPONDENTS.

[Handwritten signature]

Gauhati High Court

Noting by Officer or Advocate	Serial No.	Date	Office notes, reports, orders or proceedings with signature
	2	3	4

the possession of the plaintiff. Subsequently the plaintiff sought police help and it was also granted.

The case of the present petitioner/defendant Tasadduk Hussain @ Josheph Hussain is that the petitioner is the owner and is in possession of 3 bighas of land covered by the said Dag No. 224. The land belonging to the defendant is adjacent to the land of the plaintiff and the same is described at schedule 'B' to the ^{'I'} ~~plan~~ ^{petition}, which is given below: -

"SCHEDULE-B

(Description of land and houses of the petitioner)
 Land measuring 3 bighas covered by Dag No. 224 (new) of KP Patta No. 1 of village Maidam Gaon, mouza Beltola together with 2(two) Assam type houses with C.I. sheet roofs, six Nos. of temporary houses with C.I. sheet roof, 3 Nos. of cow-sheds, a motor garage, a poultry farm and a granary with C.I. sheet roof. On this plot of land there is a fishery measuring about 115' x 70' ft. with reared fishes. There are 20 quintals of paddy in the granary. The aforesaid houses are connected with electricity taken from Assam State Electricity Board and there is a installed Telephone bearing No. 2269789.

Gauhati

The aforesaid land and houses are covered by Hblding No. 4225 of Ward No. 58(new)/34(old) of the Gauhati Municipal Corporation, situated by the side of Bishnu Rava Path of Maidamgaon, gauhati under basistha Police Station.

The aforesaid land and houses are bounded as follows: -

- On the North : Joidol Apartments;
- On the South : Land and house of Md. Tafazzul Hussain;
- On the East : Remaining vacant land of Dag No. 224, separated by a coat proofed wife fencing with a gate.
- On the West : Lands and houses of Akshay Baruah, Md. Tafazzul Hussain and others and the approach road of the petitioner."

Noting by Officer or Advocate	Serial No.	Date	Office notes, reports, orders or proceedings with signature
1	2	3	4

The allegation of the petitioner/defendant is that by taking advantage of the order of injunction granted by the trial court and the police help provided, the plaintiff has disturbed the possession of the defendant and the police has occupied the houses by removing the tenant, etc. from the defendant's land. The defendant has also prayed before the trial court for appointment of Amin Commissioner, which was rejected. Although a revision was filed before this court it was dismissed in view of the provisions of 115 CPC.

Mr. Sharma Baruah, learned counsel for the petitioner has submitted that as per the description given in the plaint itself, the suit land is a vacant land as described in Para 7 of the Plaint.

Mr. Deka, learned counsel for the respondent No. 4 has submitted that the ~~said~~ land claimed by the petitioner ~~is~~ a vacant land.

The prayer for appointment of Amin Commissioner was objected to by the plaintiff on the ground that the defendant wanted to get his land demarcated/measured which was not permissible. It is also submitted that in the meantime the petitioner/defendant has also filed another civil suit in respect of his own land as described above.

Mr. Sharma Baruah, however, submits that the civil suit filed by the petitioner being Title Suit No. 275/2000 before the Civil Judge (Senior Division) No. 1 is in respect of 1 katha of land and it has nothing to do with the suit land or the land of the defendant as stated above.

AGP. High Court-8/01-80.000 21-8-2001 Upon consideration of the submissions of both sides, we find that on the strength of injunction granted by the

Noting by Officer or Advocate	Serial No.	Date	Office notes, reports, orders or proceedings with signature
1	2	3	4

trial court, which was in respect of the suit land, the plaintiff cannot be allowed to disturb the possession of the defendant with the help of police.

Mr. Deka has submitted that the petitioner could have taken recourse to Rule 4 Order 39 CPC. But we find that the above provisions are not applicable in view of the admitted position. In the instant case, the plaintiff has not claimed the land of the defendant and the defendant also does not claim anything over the suit land as described in the plaint. The dispute is in respect of the demarcation and in this application under Article 227 we do not propose to interfere, and direct the trial court to hear the matter afresh and pass necessary orders.

We accordingly direct the parties to appear before the District Judge, Kamrup, Guwahati on 24th November

2003
Guwahati High Court

It is submitted that the court of Civil Judge (Senior Division) is lying vacant. Hence both the parties shall appear before the District Judge, Kamrup, Guwahati, who shall transfer the case ~~to~~^{to} the appropriate court.

It is further provided that till the matter is disposed of by the trial court as directed, the status-quo over the suit land as on today be maintained.

It is further provided that any observation made by this court in the present writ petition shall not influence the trial court in deciding the suit.

The writ petition stands disposed of.

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 Dist. Judge
 Kamrup, Guwahati
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JUDGE (Sr. Divn)
 CIVIL JUDGE (Sr. Divn)
 GUWAHATI.

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SEARCHED TO THE INDEX SECTION
 By *K. S. S. S. S. S.*
 Date 21st day of Nov. 2003
 Superintendent (Copy Section)
 Guwahati High Court
 Authorized W/O 76, Art 1, 1978

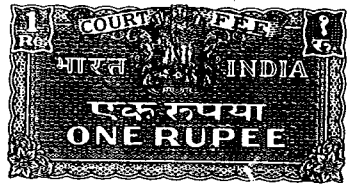
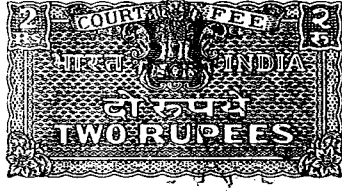
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 Sd/- P. G. Aganwal
 Judge

तारीख Date of application for the copy.	टैम्प आर फालता का अपाहत राफ्या मुचित करने की तिथित तारीख Date fixed for notifying the requisite number of stamps and folios.	अपाकेत टैम्प और फोलियो देने की तारीख Date of delivery of the requisite stamps and folios.	तारीख, जबकि देने के लिए प्रभिलिपि तैयार थी Date on which the copy was ready for delivery.	आवेदक को प्रभिलिपि देने की तारीख Date of making over the copy to the applicant.
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65

IN THE COURT OF THE CIVIL JUDGE (SR. DIVISION) NO. 1
AT GUWAHATI

Tasadduk Hussain
Divided by Indira
Ramu Indira
ADVOCLATE
27.9.2000



TITLE SUIT NO. 275 /2000.

Md. Tasadduk Hussain
S/O Late Tazmul Hussain,
Lakhtokia, Guwahati,
Dist-Kamrup.

..... Plaintiff

- Vs -

Md. Mazimul Islam,
S/O Late Sirazul Islam,
Naranyi Sanhata
Zoo Road, Guwahati,
Dist-Kamrup.

..... Defendant.



Ext. No. 24
Case No. 13 396/05
Date 7/8/12
Civil Judge No.-2
Kamrup, Guwahati



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book in home
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Deeristadar,
Civil Judge (Sr. Divn) No 2
GUWAHATI.

Suit under Section 6 of the Specific Relief Act for recovery of possession.

Suit is valued at Rs. 30,000.00 for the purpose of jurisdiction.

Half of the advalorem court fee amounting to Rs. 829.55 is paid herewith. plus Rs. 11/- for permanent injunction. value of the injunction is Rs. 100/-
Contd..... 2/-

68



The humble plaintiff named above

Most Respectfully Sheweth:

1. That, the plaintiff is a resident of Lakhtakia, Guwahati. The defendant is a resident of Zoo Road, Guwahati.

2. That, in the month of February, 2000 the defendant filed a title suit in the court of the Civil Judge (Sr. Divn.) No. 1 Guwahati being T.S. No. 34/2000 for declaration of his right, title and interest over the land mentioned in schedule A and B by right of inheritance and confirmation of possession. The defendant also prayed for permanent injunction. The defendant also prayed for permanent injunction. The schedule A of the plaint was narrated as 3 Bighas 1 Katha of land out of 24 Bighas 2 Kathas 16 Lechas covered by Dag No. 224 of K.P. Patta No. 1 in village-Maijan under Beltola Mouza in the district of Kamrup. The boundary of the said land was shown as under :

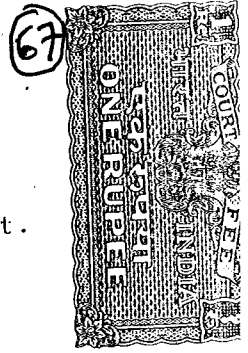
- North : Bishnu Rabha Path and land of Dag No. 1120.
- South : Other portion of land of Dag No. 224.
- East : Other portion of land of Dag No. 224.
- West : Bishnu Rabha Path and land of Dag No. 224.

The aforesaid suit is numbered as T.S. 34/2000.

Along with the suit, the defendant also filed an application for temporary injunction, restraining the present plaintiff from entering into the suit land, from constructing any structure and also from transferring the suit land mentioned in schedule A and B by way of sale, Gift, lease etc. The learned trial court after hearing the defendant as plaintiff of that suit granted an ad-interim injunction ex parte restraining the plaintiff from entering into the suit land, from constructing any structure and also from transferring the schedule land to any other person till the disposal of the petition.

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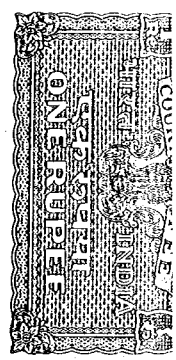
3. That, there were other defendants also in the suit. After receipt of the notices, the aforesaid two defendants immediately filed an application under Order 39 Rule 4 C.P.C. for vacating and/or modification of the Order of ad interim temporary injunction. The learned Civil Judge (Sr. Divn) No.1, Guwahati after hearing both the parties direct both the parties to maintain status quo with regard to land in schedules as on that date and by the said Order dt. 7-4-2000 the interim injunction order was modified.

4. That later on, the present plaintiff received the summons of the suit and notice of injunction from the learned court and accordingly, he appeared before the court and filed objection as well as written statement.

5. That, after the Order dt. 7-4-2000 passed by the learned Civil Judge (Sr. Divn) No.1 for maintainable if status quo as on that date passed in Misc.(J) case No. 23/2000, taking advantage of the said Order and in Order to show his possession over the land in dispute, the defendant on 16-7-2000 illegally entered and started developing another portion of the land in D. No. 224 belongs to the present plaintiff. After getting injunction, the present plaintiff in order to prevent the defendant from developing the trespassed land and also for restraining the defendant from raising any construction into the land filed an application u/o 39 Rule 1 & 2 in the said title suit No. 34/2000. But later on the plaintiff has found that the

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that the present trespassed land is not a part of the suit land involved in T.S. 34/2000 but a different portion of land covered by same dag No. 224 of K.P.Patta No.1 of village Maidan under Peltola Mouza. The said trespassed land is the suit land in the present suit which is fully described in the schedule of the plaint, earth, मरि रर डर

6. That, the forcible occupation and trespass by the defendant over the suit land is illegal and he has no right, authority or title over the said portion of land. The defendant is a habitual land grabber and whenever he finds any vacant plot, he immediately makes attempts to illegally occupy such vacant plots and thereafter, negotiates with customers for selling such illegally occupied land showing the land to be his own. The character of the defendant is well known to the plaintiff and as such, he became very alert but as a law abiding citizen, he did not try to forcefully evict the defendant from the aforesaid plot of land. The land occupied by the defendant is fully described in the schedule of this plaint.

7. That inspite of such cautions observation of the activities of the defendant by the plaintiff, the defendant all of a sudden on 16-7-2000 made all preparations like collection of boulder, sand, that tarza wall, etc. on the land. On getting information, the plaintiff immediately filed an application before the Commissioner, G.M.C. for preventing such move of the defendant to construct illegal wall, fencing etc. over the land in schedule. After receipt of the said application, the Guwahati Municipal Corporation opened on file being File No.GPL/UC/58/123/2000.

2/5/3

Contd...5/-

(69)



Thereafter on 18-7-2000, an Inspector from the corporation went to the land and directed the defendant not to make any construction over the land. The defendant, thereafter, stopped the aforesaid construction.

8. That, on 23-7-2000 was a Sunday and taking advantage of the holiday, the defendant immediately started constructing a temporary house and within the day itself completed the construction of a C.I. sheet chali with a bamboo post and tarza wall without any permission from the authority concerned. The plaintiff came to know about such illegal activity of the defendant in the afternoon of 23-7-2000 itself. As there was no alternative, the plaintiff went to Basistha Police Station for necessary help to stop the aforesaid construction of the defendant and filed an ejarah in the police station. Although the Basistha police assured the plaintiff to stop the construction but the police did not take any step as a result of which, the defendant was successful in completing the construction.

9. That, on 25-7-2000 the plaintiff filed an application before the Guwahati Municipal Corporation intimating about the illegal construction of the defendant and requested the Guwahati Municipal Corporation to dismantle the illegal construction made by the defendant over the land. The matter is still pending.

10. That, as the temporary shed is still standing over the land described in the schedule of this plaint, the plaintiff has been compelled to file the present suit under Section 6 of the Specific Relief Act against his illegal dispossession from the land described in the schedule of the plaint and for recovery of possession of the land by evicting the defendant therefrom.

Contd..... 6/-

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11. That as stated earlier, the defendant has no right, title, or interest, nor any possession over the land described in the schedule prior to 16-7-2000. The defendant taking advantage of the order of status quo passed in this case No. 23/2000 arising out of title suit No. 34/2000 in respect of a different plot of land illegally and forcibly trespassed into the suit land of the plaintiff on 16-7-2000 and constructed a temporary shed on 23-7-2000. The defendant is liable to be evicted from the land in schedule and the plaintiff is entitled to recover the land from the possession of the defendant.



12. That, the plaintiff is dispossessed by the defendant on 16-7-2000 by show of force without due process of law and as such the defendant is liable to be evicted from the said land under the provision of law.

13. That, the cause of action for the suit arose on 16-7-2000 when the defendant forcibly entered the land of the plaintiff and started filling up the land, collected building materials over the suit land on 23-7-2000 when the defendant constructed the temporary C.I. shed over the land and on each subsequent dates of occupation of the defendant over the land.

14. That, the suit is valued at Rs. 30,000.00 for the purpose of jurisdiction and court fee of Rs. 822.55 being half of the ad valorem court fee on Rs. 30,000.00 paid herewith.

VL 310

Contd..... 7/-



71

27-9-2000

It is, therefore, prayed that your honour would be pleased to pass a decree against the defendant u/s 6 of the Specific Relief Act for recovery of Khas possession of the suit land by evicting the defendant therefrom and pass any other decree or order as your honour deem fit and proper. *The plaintiff also prays for a decree of permanent injunction restraining the defendant from raising construction on the land for which act of your kindness the plaintiff shall ever pray.*

SCHEDULE

A plot of land measuring 1 Katha covered by Dag No.224 of K.P. Patta No.1 of village-Maidan, Mouza-Beltola in the district of Kamrup, The land is bounded as :

- North : Land of plaintiff and Samad Ali.
- South : Bishnu Rabha Path.
- East : Land of Dag No.224 sold to Musatt. Roshanara Begum wife of Late Piroz Shah by the plaintiff.
- West : Land of Dag No.218 at present under the occupation of the sons of late Kashi Nath Hazarika, namely Narendra Nath Hazarika and Bhupendra Nath Hazarika.

VERIFICATION

I, Tasadduk Hussain, the plaintiff, do hereby declare that the statements made in paras- 1 to 14 of the plaint are true to my knowledge and I sign this verification to-day the 27th day of September, 2000 at Guwahati.

Tasadduk Hussain

9-5-00
 Signature of Plaintiff
 Tasadduk Hussain

Jaswant Khar...
 Signature of Officer
 5/5/01
 Officer in Charge
 Kamrup, Guwahati

Compared by *h* Original *h*

h
 Sherristadar,
 Civil Judge (Sr. Divn) No 2
 GUWAHATI

তারিখ Date of application for the copy.	ব্যক্তি যিনি কপি করা হইবে তার তারিখ Date fixed for notifying the requisite number of stamps and folios.	কপি করা তারিখ Date of delivery of the requisite stamps and folios.	প্রদানের তারিখ যা Date on which the copy was ready for delivery.	কপি Date of making over the copy to the applicant.
16/8/05	16/8/05	16/8/05	17/8/05	19/8/05

72

IN THE COURT OF CIVIL JUDGE (SR.DIVISION) NO. 1 AT
GUWAHATI

Tassaduk Hussain
 filed by
 Ramprakash
 Adv.
 31/8/02

T.S. 255 /2002.

Sri Tassaduk Hussain @ Joseph Hussain
 S/O Late Taznul Hussain
 Resident of Lakhtokia, Guwahati-1.
 Plaintiff.

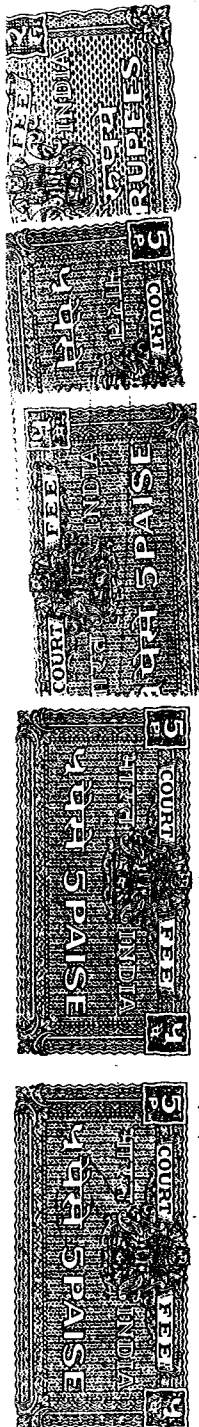


- Vs -

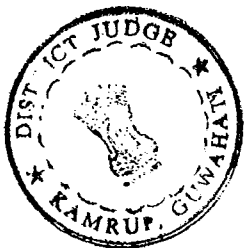
1. Sri Bineswar Pegu
 S/O Late Umashwar Pegu
 Resident of village-Chilapathar,
 P.O. & P.S. Chilapathar
 Dist.-Dhemaji, now residing at
 Guwahati under the care of
 Sri Rajib Pegu, at present
 resident Golden Path,
 Hatigaon Bhatapara Road (River side)
 Guwahati-6.
2. Nazimul Islam
 S/O Late Sirajul Islam
 Resident of Zoo Narengi Road,
 Saheb Tila, Guwahati-21.
 Defendants.
3. Md. Tafazzul Hussain
4. Md. Muzzamil Hussain
5. Md. Masrur Hussain

All are sons of Late Taznul Hussain
 Col. J.Ali Road, Lakhtokia, Guwahati-1.
 Proforma Defendants.

Contd.....2/-



2/F Rs 3840/- paid
 filed in law
 6/8/02



Compared by Originals etc

Sub-judice,
 Civil Judge (Sr. Divn) No. 2
 GUWAHATI.

Est. No. 29
 Case No. 73396/05
 Date 9/8/02
 Civil Judge No. 2
 Kamrup, Guwahati

Suit for declaration, recovery of possession and permanent injunction.

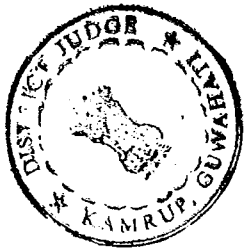


Suit is valued at Rs. 2.25 lac for the purpose of jurisdiction and Court fee and injunction is valued at Rs. 100.00 and court fee of Rs.22/- for declaration, Rs.11/- for permanent injunction and Rs. 3804.10 for ejection and delivery of khas possession totalling Rs. 3837.10 is paid herewith.

Plaintiff begs to state :

1. That, land measuring 91 bighas 2 kathas and 14 lechas covered by K.P. Patta No.1 (New) 46 (Old) of village Maidan of Beltola Mouza in the district of Kamrup, was originally belonged to Md.Tazul Islam and Taznul Hussain (since deceased) both S/O Late Tayab Ali of Lakhtokia, Guwahati. Both the brothers occupied their respective shares by paying land revenue in the Government but the land was mutated in the name of the elder brother Md.Tazul Islam (since deceased).

2. That, due to default of payment of revenue the said plot of land was put to auction sale by the collector Kamrup in case No. 12/29(50-51) and the land was purchased by one Sri Anna Ram Barua (since deceased).



2/5/18

Contd....3/-

74



3. That, the auction purchaser late Annaram Barua had friendly terms with the pattadars late Tazul Islam and his brother late Tazmul Hussain and ultimately late Annaram Barua by executing registered deed of sale returned back the land to the pattadars which was again mutated in the name of Md.Tazul Islam in mutation Case No. K.P. 363/67-68, he being the eldest of the two brothers.

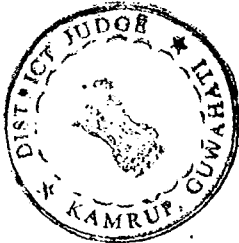
4. That, by another registered deed of relinquishment late Tazul Islam relinquished 52 Bighas 4 Kathas 6 Lechas of land in favour of his brother Tazmul Hussain and late Tazmul Hussain became the sole owner and occupier of that land which is described in schedule 'A' of the plaint.

5. That, the plaintiff is the eldest son of late Tazmul Hussain and the plaintiff obtained 24 B 2K 16 L as his share of the property and he got his name mutated in respect of the said land by order dtd. 3-8-73 in mutation case No. 2085/71-72 and since then he has been in occupation of the land where he has farm house fishery and other agricultural and Horticulture cultivation. This land measuring 24 B 2 K 16 L are fully described in schedule 'B' of this plaint.

6. That, the defendant No. 2 is the grand son of late Tazul Islam, the uncle of the plaintiff (father's elder brother) who was also having his share of land in the same patta, Almost all of his lands have been sold by him in the meantime to various parties.

2/19/8

Contd.....4/-



7. That, the defendant No. 2 in the month of February, 2000 suddenly filed a suit being title suit No. 34/2000 against the plaintiff and eleven (11) others for declaration of right title and interest in respect of 5 Bighas 1 Katha of land covering K.P. Patta No. 1 and K.P. Patta No. 6 of village maidam and also for permanent injunction restraining the defendants from disturbing the possession and from transferring the suit land by way of sale, gift or lease.



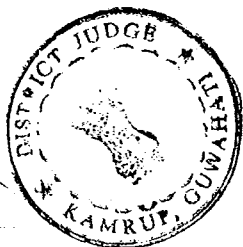
8. That, in that suit the defendant No.2 claimed right, title and interest in respect of 3B 1K of land out of 24B 2K 16L in Dag No. 224 of K.P. Patta No. 1 which solely belongs to the plaintiff as has been stated above and by obtaining an interim order of injunction in the said suit the defendant No.2 started developing the land by earth filling covering an area of about 1.Katha by dispossessing the plaintiff from the said land.

9. That, the plaintiff immediately filed a suit being T.S. 275/2000 u/s 6 of the Specific Relief Act for restoration of possession of the said one katha of land which was illegally occupied by the defendant No. 2 by dispossessing the plaintiff and obtained an order for maintenance of status quo in respect of the said land in Misc.(J) Case No. 96/2000.

10. That, the defendant No.2 by violating the order of this Hon'ble Court completed earth filling in the traspassed land measuring 1K and raised a temporary shed with C.I.sheeted roof and tarza wall and boundary fencing against which the plaintiff approached the G.M.C. authority alleging illegal construction, including boundary fencing on the said land.

2/1918

Cond.....5/-



11. That, the plaintiff also filed petitions in his T.S. 275/2000 praying for police help for implementation of the Hon'ble Courts order and inspite of the intervention of the police, the defendant No. 2 started occupying the other adjacent land of the plaintiff and hurriedly started developing the land by earth filling thereon.

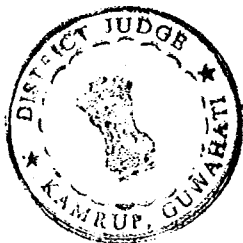


12. That, the plaintiff ultimately had to file application U/O 39 Rule 2A against the present defendant No.2 (sole defendant in T.S. 275/2000) for violating the Hon'ble Court's order directing him to maintain status-quo over the suit land in his title suit No. 275/2000.

13. That, in this connection it is to be stated that in T.S. 34/2000 filed by defendant No. 2 against the present plaintiff and 11 others he obtained injunction in respect of 3B 1 K covered by Dag No. 224 K.P. Patta No. 1 in village Maidam by giving a specific boundary in 'Schedule 'A' of the plaintiff but in fact he occupied another portion of the land beyond the boundary of the said schedule 'A' land and for which the plaintiff had to institute the said T.S. 275/2000.

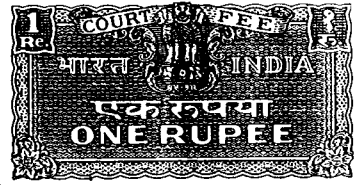
14. That, the plaintiff asked the defendant No.2 not to occupy plaintiff's land without proper demarcation through the revenue staff but the defendant No.2 did not pay any heed to the plaintiff's request and hurriedly started to fill up the land and ultimately got the land sold to the defendant No. 1 without the knowledge of the plaintiff.

Contd.....6/-



3/19/8

(77)



15. That, the plaintiff lodged several F.N with the Dispur Police Station alleging violation of the Court's order by the defendant No.2 and the O/C Dispur P.S. had to restrain the defendant No. 2 from continuing construction over the suit land on more than one occasions and even then he did not follow the direction of the police and completed the earth filling in about 1B of and odd land belongs to the plaintiff which is fully described in schedule 'E' of the plaint.

16. That, on 7-4-2001 the plaintiff while going to his farm house he said some construction development was going on in suit land and on enquiry the plaintiff was intimated that defendant No.1 purchased the land from the defendant No. 2 and the son of defendant No.1 has engaged those labourers for constructing temporary shed over suit land and to fill up the remaining portion of land lying unfilled.

17. That, the plaintiff became apprehensive and enquired the matter and came to know that the defendant No.2 by 2(two) registered sale deed executed on 26-3-2001 sold 2 Katha 11 lechas of land out of 1 B 2K in dag No. 218 of K.P. Patta No.6 of village maidam Beltola Mouza within a specific boundary and 3 Katha of land out of 1 B 2 K in dag No. 434 of K.P. Patta No. 58 of village maidam Beltola Mouza with another specific boundary and thereby the defendant No.2 sold 1B 11Lechas of land to defendant No.1 but delivered possession on a different plot of land covered by dag No.224 of K.P. Patta No.1 of village maidam solely belonging to the plaintiff. The said 1 B 0 K 11 L of land is the suit land which is fully described in schedule 'C' of the plaint.



2-1918

Contd.....7/-



78

18. That, the land sold by defendant No.2 to defendant No.1 by 2 registered deed dated 26-3-2001 is situated far from the land, the possession of which was to be given by the defendant No.2 to the defendant No. 1 but because of the fact that the transferred land of the defendant No.2(to defendant No.1) has already been sold either by the defendant No.2 or his co-share and finding their own land already occupied by the purchasers the defendant No.2 inducted defendant No.1 on the land solely belonging to the plaintiff.

19. That, the plaintiff requested the defendant No.1 to vacate the land as the said land was not his purchased land but the land of the plaintiff and when the defendant No.1 refused to vacate the land, the right title and interest over the suit land became clouded and the plaintiff have not other alternative than to file this present suit for declaration of his right title and interest of the suit land and for ejection of the defendant No.1 from the suit land by removing the temporary structure and also for temporary injunction from raising any construction over the suit land and from alienating the same.

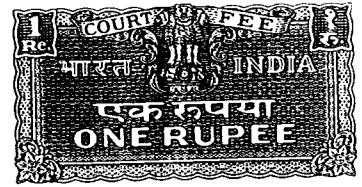
20. That, the proforma defendant are the brother of the plaintiff who have got interest in other land of the same patta but the plaintiff does not seek any relief against them but if they contest the suit they may be treated as principal defendant and suit will be proceeded against them also.

21. That, the defendant No.1 & 2 have got no right title and interest over the suit land but they are hereby transpasser whereas the plaintiff is the rightful owner of the suit land.



2/19/8

Contd..... 8/-



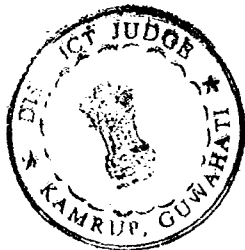
79

22. That, the cause of action for the suit arose on 25-2-2001 when the defendant No.2 engaged his man to fillup the suit land along with the land involved in T.S. 275/2000 on 7-4-2001 when the plaintiff saw construction work going on over the suit land on various other dates under the jurisdiction of this Hon'ble Court.

23. That, the suit is valued at Rs.2.25^{lacs} for the purpose of jurisdiction and the injunction is valued at Rs.100.00 and court fee of Rs.22.00 for declaration, Rs.11.00 for permanent injunction and Rs.3804.10 for ejection of the defendants from the suit land and delivering khas possession thereof to the plaintiff.

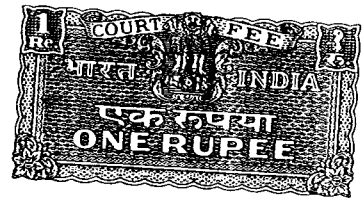
It is, therefore, prayed that your honour would be pleased to pass a decree declaring plaintiffs right, title and interest over the suit land and a decree for ejection of the defendant No.1 from the said land and deliver khas possession of the same to the plaintiff by removing the structure that may be raised by the defendant and other materials also lying thereon for a decree for permanent injunction restraining the defendant no.1 from disturbing the plaintiff in his peaceful occupation of the suit land and and from raising and permanent construction over from alienating the same to any other third party.

And pass any other decree or order as your honour deem fit and proper and including the cost of the suit.



13/1918

Contd.....9/-



80

Schedule-A

Land measuring 3B 0K 3L in dag No.293(New and 275(Old), 3B OK 19L in dag No.300(New) and 304(Old), 1B OK 19L in dag No.301(New) and 305(Old), 1B 2K 16L in dag No.305(New) and 307(Old) 1B 1K 2L in dag No.423(New) and 308(Old), 24B 2K 16L in dag No.224(New) and 409(Old), 1B OK 12L in dag No.285(New) and 420(Old), 12B 4K 19L in dag No. 303(New) and 410(Old), totalling 52B 4K 16L in K.P. Patta No.1(New) and 46(Old) of village maidm in Beltola Mouza.

Schedule-B

Land measuring 24B 2K 16L covered by dag No.224(New) and 409(Old) of K.P.Patta No.1(New) and 46(Old) of village maidam in Beltola Mouza.

Schedule-C

Land measuring 1B OK 11L covered by dag No.224(New) and 409(Old) of K.P.Patta No.1(New) and 46(Old) of village Maidam in Beltola Mouza bounded by :

- North : 223 and Samad Ali
- South : Bishnu Rabha Path.
- East : House of Phatik Haloi and part of Bishnu Rabha Path.
- West : Plaintiffs 1Katha of land involved in T.S. 275/2000 and of dag No.218 occupied by K.N.Hazarika and his family.



V E R I F I C A T I O N

I, Sri Tasadduk Hussain, S/O Late Tazmul Hussain, aged about _____ years, resident of Lakhtokia, Guwahati-1, do hereby verify and state that the statements made above are true to my knowledge and I sign this verification on this day of _____ th May, 2002 at Guwahati.

Compared to the Original etc

[Signature]
J. Cristadar,
Civil Judge (Sr. Divn) No. 2
GUWAHATI

DISTRICT JUDGE
KAMRUP, GUWAHATI

Tasadduk Hussain

[Signature]
D. J. ...
Kamrup, Guwahati



ASSAM

B. No. 1191
Stamp No. 200.00 (only)

00AA 951488

F. 10.00
R. 15.00

Sd/- R.S. Gogswami
28.2.05

27.2.05

- IRREVOCABLE GENERAL POWER OF ATTORNEY -

Know all men by these presents that I, Md. Nazimul Islam, son of late Sirajul Islam, grand son of late Taizul Islam, and mother late Mina Islam, by religion- Islam, by profession business, resident of Saheb Tilla, Zoo Narengi Road, under P.S. Geetanagar, Guwahati, in the district of Kamrup, Assam, do hereby nominate and constitute Sri Sadyut Sandhan, son of late Indibar Gogoi, by religion Hindu, by profession service, resident of village- Tazi Mothadung, P.O. Subsagar, P.S. Sibsagar, in the dist. of Sibsagar, Assam, as my true and lawful legal attorney to do and perform the following acts and deeds.

Sd/- Nazimul Islam

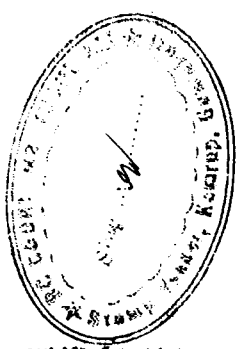


cont d.....2.

Ext. No. 26
Case No. 73396/05
Date 27.2.05
Civil Judge No. 2
Kamrup, Guwahati

Compared by
Sd/-
J. Cristadar,
Civil Judge (Sr. Divn) No. 2
GUWAHATI.

1201
15-5-02



09 MAY 2000
Accountant
(Stamp Section)
Kamrup Treasury

13-30 P. M. at the
28-2-05
to the Accountant Kamrup
to Nakimul Islam

Sh. R. S. Goswami
28-2-05

Sh. Nakimul Islam

Execution is admitted

Ram Bahau Saha
[Illegible text]

by Nakimul Islam

L. T. I. disengaged
Wille

Sh. R. S. Goswami
28-2-05

Sh. R. S. Goswami
28-2-05

Sh. Nakimul Islam

Identified by

Sh. Ram Bahau Saha



অসম অসম ASSAM

00AA 951486

~~STAMPED IN THE COPY~~

~~STAMPED IN THE COPY~~
19.5.07

- 2 -

WHEREAS I am the absolute owner and in possession of a plot of land measuring 2(Two)Kathas 10(ten) Lochas, covered by Dag No.224 of K.P.Patta No. 1 of village-Maldangaon, under Mouza Beltola, in the dist.of Kamrup, Assam, more specifically described in the schedule below.

Mr. Nazimul Islam



And whereas due to my personal inconvenience I, hereby authorise, appoint Sri Sadyut Sandhan as my lawful attorney to do the following on my behalf that is to say:-

1. To work, manage and supervise my property as described in the schedule below.

contd.....3.

19.05.08



19.05.08

Dr. N. N. Islam

2. To appoint advocate/Pleader regarding any dispute or disputes which may be arise in connection with the settlement, possession, vacation or any other legal matter as and when required and think fit and proper by the said attorney.

3. To negotiate terms for and agree to and enter into and conclude any agreement of sale, mortgage to make any kinds of transfer and sell my land as fully mentioned and described in the schedule hereto to any purchaser or purchasers or any person or persons at such price which my said attorney in my absolute discretion thinks proper and /or cancel or repudiate the same.

4. To receive from the intending purchase or purchasers any earnest money or advance or advances and also the balance of purchase money and to give good valied receipt on to discharge for the same which will protect the purchaser or purchasers.

5. To upon such receipt as aforesaid in my name and as my act and deed, to sign execute and deliver any conveyance or conveyances of the said property in favour of the purchaser or his nominee(s) or assignees).



contd.....

~~_____~~
✓
~~_____~~
19.05.08

Mr. Nazimul Islam

6. To sign and execute all other deeds, instruments and assurance which be shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required fully and effectually conveying the said property as could do myself if personally present.

7. To transfer ,grant convey and assign by way of absolute sale,gift,mortgage, or lease or exchange or other assignments of the schedule property in compliance of and conformity with the law of the land in force.

8. To develop the schedule property and construct building by my said attorney, through any agency or builder/ developer and to seek proper permission for the same from the concerned authorities appoint under law.



9. To present any such conveyance or conveyances for registration to admit execution and receipt of consideration before the Sub-Registrar or Registrar having authority for and to have the said conveyance registered and do all acts,deeds and things,which my said attorney,shall consider necessary for conveying the said property to the said purchaser/purchasers as fully and effectually in all respect as I could do the said myself.

10. To apply for sale permission before the competent authorities and to sign and file applications, petitions,documents to swear affidavit etc,as are required for sale of land.

contd....5.

19.5.07

- SCHEDULE OF THE PROPERTY -

A plot of land measuring 2(two)Kathas,10(ten) lechas, covered by Deg No.224, of K.P.Patta No.1,of village - Maidangaon,under Mouza Beltola, in the district of Kamrup(HT), Assam, and is bounded as follows:-

North :- Bhetapara Road.

South :- Tulumoni Gogoi.

East :- Bye lane.

West :- Flat.



IN WITNESS WHEREOF I put my signature with sound health and mind unto th-is _____ day of February, 2005, at Guwahati.

Mr. Nazimul Islam

Witnesses:-

Signature of Executant.

1) *Mr. B. R. Jhigihole*

2) *Mr. Jhigihole*

Compared to Original

[Signature]
Sheristadar,
Civil Judge (Sr. Divn) No. 2
GUWAHATI.

19.5.07

88



ASSAM
1955 (Act IV of 1955) (Assam Stamp)
Code: असम असम ASSAM

D. No. 1190
Stamp No. 200.00 (only)

00AA 951489

F. 10.00,
R. 5.00

R.S. Goswami.

17.5.05

- IRREVOCABLE GENERAL POWER OF ATTORNEY -
RB. 2.05

Know all men by these presents that I, Md. Nazimul Islam, son of late Strajul Islam, grand son of late Taizul Islam and mother late Mina Islam, by religion Muslim, by profession business, resident of Saheb Tilla, Zoo Narengi Road, under P.S. Geetanagar, Guwahati, in the Dist. of Kamrup, Assam, do hereby nominate and constitute Smt. Tulumoni Gogoi, wife of Sri Purnananda Gogoi, by religion Hindu, by profession house wife, resident of village- Dharamnala Town, Diphu, P.O. & P.S. Diphu, in the dist. of Karbi-Anglong, Assam as my true and lawful legal attorney to do and perform the following acts, and deeds.

Md. Nazimul Islam.



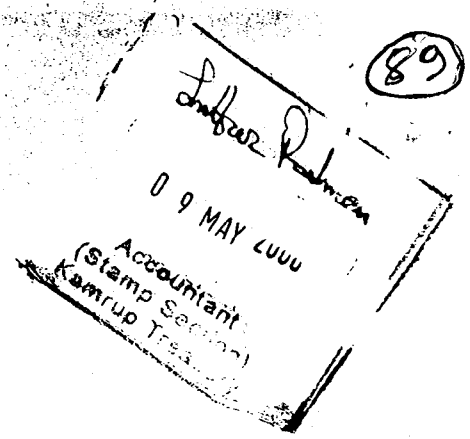
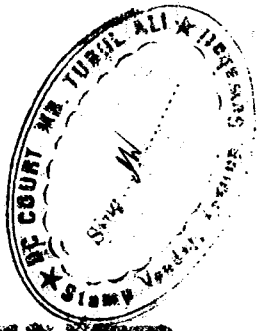
contd..2.

Ext. No. 22
Case No. 23.2.6/05
Date. 9.8.12
Civil Judge No. 2
Kamrup, Guwahati

Compared in Original

[Signature]
J. Cristadar,
Civil Judge (Sr. Divn) No. 2
GUWAHATI.

1202
15-5-07



(89)

12-170
28.2.05
Nazimul Islam

M. R. S. Goswami
28.2.05

M. Nazimul Islam

Execution is submitted by

Ram Balas Sah
28.2.05

Nazimul Islam

F.T.I. of disbursement
with

M. R. S. Goswami
28.2.05

M. R. S. Goswami
28.2.05

M. Nazimul Islam

Identified by

M. Ram Balas Sah

[REDACTED]
[REDACTED]
19.5.08

File. Naktimul Islamu

2. To appoint advocate/Pleader regarding any dispute or disputes which may be arise in connection with the settlement, possession, vacation or any other legal matter as and when required and think fit and proper by the said attorney.

3. To negotiate terms for and agree to and enter into and conclude any agreement of sale, mortgage to make any kinds of transfer and sell my land as fully mentioned and described in the schedule hereto to any purchaser or purchasers or any person or persons at such price which my said attorney in my absolute discretion thinks proper and /or cancel or repudiate the same.

4. To receive from the intending purchase or purchasers any earnest money or advance or advances and also the balance of purchase money and to give good valied receipt on to discharge for the same which will protect the purchaser or perchasers.

5. To upon such receipt as aforesaid in my name and as my act and deed, to sign execute and deliver any conveyance or conveyances of the said property in favour of the purchaser or his nominee(s) or assignees).



contd.....

~~NOTED BY THE OFFICE~~
↓
~~NOTED BY THE OFFICE~~
19.5.07

Del. Naimul Islam

6. To sign and execute all other deeds, instruments and assurance which be shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required fully and effectually conveying the said property as could do myself if personally present.

7. To transfer ,grant convey and assign by way of absolute sale,gift,mortgage, or lease or exchange or other assignments of the schedule property in compliance of and conformity with the law of the land in force.

8. To develop the schedule property and construct building by my said attorney, through any agency or builder/ developer and to seek proper permission for the same from the concerned authorities appoint under law.



9. To present any such conveyance or conveyances for registration to admit execution and receipt of consideration before the Sub-Registrar or Registrar having authority for and to have the said conveyance registered and do all acts,deeds and things,which my said attorney,shall consider necessary for conveying the said property to the said purchaser/purchasers as fully and effectually in all respect as I could do the same myself.

10. To apply for sale permission before the competent authorities and to sign and file applications, petitions,documents to swear affidavit etc,as are required for sale of land.

~~SECTION 14~~
✓
~~SECTION 14~~
19.5.08.

Dr. Naximul Islam

11. To institute, file and defend suit/case/cases to any court having jurisdiction to file written statement, to receive summon etc. in respect of the said land, to appear before any court /courts, police stations, S.D.C. office, settlement office, Municipal corporation office and to sign and file applications, demarcations, documents and papers and all that are necessary or expedient for that purposes.

12. To file applications before the settlement officer, or S.D.C. or any other concern authority for demarcation of the land and to settle up any boundary dispute if any in respect of the land.



13. That it is particularly mentioned here that this Deed of Power of Attorney shall not be revoked without written of the above named attorney.

And I do hereby agree that all acts, deeds and things done by my attorney shall be constructed as acts, deeds and things done by me and I shall undertake to ratify and confirm all and whatsoever that my said attorney shall lawfully do or cause to be done for me by virtue of this irrevocable power hereby given.

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

19.5.07

- SCHEDULE OF THE PROPERTY -

A plot of land measuring 2(two)Kathas, 0(zero)lechas, covered by Dag No.224, of K.P.Patta No.1, of village - Maidangeon, under Mouza Beltola, in the district of Kamrup (M), Assam, and is bounded as follows:-

North :- Sri Sadyut Sandhan.

South :- Smt.Kausturika Buragohain.

East :- Bye lane.

West :- Flat.



IN WITNESS WHEREOF I put my signature with sound health and mind unto th-is _____ day of February, 2005, at Guwahati.

Sd. Nallimul Islam.

Witnesses:-

Signature of Executant.

1) *Sd. Sadyut Sandhan.*
Sd. H. Inchar Gogoi.

2) *Sd. Eliazilal.*

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~
19.5.07

Compared by *[Signature]*
Magistrate,
Civil Judge (Sr. Divn) No. 2
GUWAHATI.



Stamp No. 1188
Assam 00AA 951487
Stamp Rs. 200.00 (only)

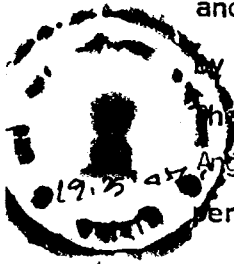
F. 10.00
R. 5.00

Md. R. S. Goswami

28-2-05

- IRREVOCABLE GENERAL POWER OF ATTORNEY -

Know all men by these presents that I, Md. Nazimul Islam, son of late Sirajul Islam, grand son of late Taizul Islam, and mother late Mina Islam, by religion Islam, by profession business, resident of village- Saheb Tilla, Zoo Narengi Road, under P.S. Geeta-Nagar, Guwahati, in the District of Kamrup, Assam, do hereby nominate and constitute Smt. Kausturika Buragohain, W/O Sri Bimal Buragohain, by religion -Hindu, by profession house wife, resident of village Maramnala Town, Diphu, P.O. & P.S. Diphu in the District of Karbi-Anglong, Assam as my true and lawful legal attorney to do and perform the following acts and deeds.



contd.....2.

Ext. No. 20
Case No. 75396/05
Date 7/8/12
Civil Judge No. 2
Kamrup, Guwahati

Compared by *Md. Nazimul Islam*
Md. Nazimul Islam
Magistadar,
Civil Judge (Sr. Divn) No. 2
GUWAHATI.

Md. Nazimul Islam

1200
15-6-07



(96)

Lakshmi Reddy

09 MAY 2000

Accountant
(Stamp Section)
Kamrup Trading

12.15.10.11.12.13.14.15.16.17.18.19.20.21.22.23.24.25.26.27.28.29.30.31.32.33.34.35.36.37.38.39.40.41.42.43.44.45.46.47.48.49.50.51.52.53.54.55.56.57.58.59.60.61.62.63.64.65.66.67.68.69.70.71.72.73.74.75.76.77.78.79.80.81.82.83.84.85.86.87.88.89.90.91.92.93.94.95.96.97.98.99.100.101.102.103.104.105.106.107.108.109.110.111.112.113.114.115.116.117.118.119.120.121.122.123.124.125.126.127.128.129.130.131.132.133.134.135.136.137.138.139.140.141.142.143.144.145.146.147.148.149.150.151.152.153.154.155.156.157.158.159.160.161.162.163.164.165.166.167.168.169.170.171.172.173.174.175.176.177.178.179.180.181.182.183.184.185.186.187.188.189.190.191.192.193.194.195.196.197.198.199.200.201.202.203.204.205.206.207.208.209.210.211.212.213.214.215.216.217.218.219.220.221.222.223.224.225.226.227.228.229.230.231.232.233.234.235.236.237.238.239.240.241.242.243.244.245.246.247.248.249.250.251.252.253.254.255.256.257.258.259.260.261.262.263.264.265.266.267.268.269.270.271.272.273.274.275.276.277.278.279.280.281.282.283.284.285.286.287.288.289.290.291.292.293.294.295.296.297.298.299.300.301.302.303.304.305.306.307.308.309.310.311.312.313.314.315.316.317.318.319.320.321.322.323.324.325.326.327.328.329.330.331.332.333.334.335.336.337.338.339.340.341.342.343.344.345.346.347.348.349.350.351.352.353.354.355.356.357.358.359.360.361.362.363.364.365.366.367.368.369.370.371.372.373.374.375.376.377.378.379.380.381.382.383.384.385.386.387.388.389.390.391.392.393.394.395.396.397.398.399.400.401.402.403.404.405.406.407.408.409.410.411.412.413.414.415.416.417.418.419.420.421.422.423.424.425.426.427.428.429.430.431.432.433.434.435.436.437.438.439.440.441.442.443.444.445.446.447.448.449.450.451.452.453.454.455.456.457.458.459.460.461.462.463.464.465.466.467.468.469.470.471.472.473.474.475.476.477.478.479.480.481.482.483.484.485.486.487.488.489.490.491.492.493.494.495.496.497.498.499.500.501.502.503.504.505.506.507.508.509.510.511.512.513.514.515.516.517.518.519.520.521.522.523.524.525.526.527.528.529.530.531.532.533.534.535.536.537.538.539.540.541.542.543.544.545.546.547.548.549.550.551.552.553.554.555.556.557.558.559.560.561.562.563.564.565.566.567.568.569.570.571.572.573.574.575.576.577.578.579.580.581.582.583.584.585.586.587.588.589.590.591.592.593.594.595.596.597.598.599.600.601.602.603.604.605.606.607.608.609.610.611.612.613.614.615.616.617.618.619.620.621.622.623.624.625.626.627.628.629.630.631.632.633.634.635.636.637.638.639.640.641.642.643.644.645.646.647.648.649.650.651.652.653.654.655.656.657.658.659.660.661.662.663.664.665.666.667.668.669.670.671.672.673.674.675.676.677.678.679.680.681.682.683.684.685.686.687.688.689.690.691.692.693.694.695.696.697.698.699.700.701.702.703.704.705.706.707.708.709.710.711.712.713.714.715.716.717.718.719.720.721.722.723.724.725.726.727.728.729.730.731.732.733.734.735.736.737.738.739.740.741.742.743.744.745.746.747.748.749.750.751.752.753.754.755.756.757.758.759.760.761.762.763.764.765.766.767.768.769.770.771.772.773.774.775.776.777.778.779.780.781.782.783.784.785.786.787.788.789.790.791.792.793.794.795.796.797.798.799.800.801.802.803.804.805.806.807.808.809.810.811.812.813.814.815.816.817.818.819.820.821.822.823.824.825.826.827.828.829.830.831.832.833.834.835.836.837.838.839.840.841.842.843.844.845.846.847.848.849.850.851.852.853.854.855.856.857.858.859.860.861.862.863.864.865.866.867.868.869.870.871.872.873.874.875.876.877.878.879.880.881.882.883.884.885.886.887.888.889.890.891.892.893.894.895.896.897.898.899.900.901.902.903.904.905.906.907.908.909.910.911.912.913.914.915.916.917.918.919.920.921.922.923.924.925.926.927.928.929.930.931.932.933.934.935.936.937.938.939.940.941.942.943.944.945.946.947.948.949.950.951.952.953.954.955.956.957.958.959.960.961.962.963.964.965.966.967.968.969.970.971.972.973.974.975.976.977.978.979.980.981.982.983.984.985.986.987.988.989.990.991.992.993.994.995.996.997.998.999.1000.

Sd. R. B. Goswami.
28.2.05.

Sd. Nazimul Islam.

Execution is admitted
by
Nazimul Islam

Ram Dalav Sahi

L.T.I. is dispensed
with

Sd. R. B. Goswami.
28.2.05.

Sd. R. B. Goswami.
28.2.05.

Sd. Nazimul Islam

Identified by
Sd. Ram Dalav Sahi.



অসম অসম ASSAM

00AA 951484

~~ভাৰত গৈৰ ন্যাযিক~~

~~পাঁচ~~

19.5.07.

- 2 -

WHEREAS I am the absolute owner and in possession of a plot of land measuring 2(Two)Kathas0(Zero) Lechas, covered by Dag No.224 of K.P.Patta No. 1 of village-Maidangaon, under Mouza Beltola, in the dist.of Kamrup, Assam, more specifically described in the schedule below.

And whereas due to my personal inconvenience I, hereby authorise, appoint Smti. Kausturika Buragohain, as my lawful attorney to do the following on my behalf that is to say:-

1. To work, manage and supervise my property as described in the Schedule below.

contd.....3.

19.5.07.
00AA

Ex. National Assam

Sh. Nazimul Islam

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~
19.5.07.

2. To appoint advocate/Pleader regarding any dispute or disputes which may be arise in connection with the settlement, possession, vacation or any other legal matter as and when required and think fit and proper by the said attorney.

3. To negotiate terms for and agree to and enter into and conclude any agreement of sale, mortgage to make any kinds of transfer and sell my land as fully mentioned and described in the schedule hereto to any purchaser or purchasers or any person or persons at such price which my said attorney in my absolute discretion thinks proper and /or cancel or repudiate the same.

4. To receive from the intending purchase or purchasers any earnest money or advance or advances and also the balance of purchase money and to give good valied receipt on to discharge for the same which will protect the purchaser or purchasers.

5. To upon such receipt as aforesaid in my name and as my act and deed, to sign execute and deliver any conveyance or conveyances of the said property in favour of the purchaser or his nominee(s) or assignees).



contd.....3

Dr. Nazimul Islam

✓
19.5.07

6. To sign and execute all other deeds, instruments and assurance which be shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required fully and effectually conveying the said property as could do myself if personally present.

7. To transfer ,grant convey and assign by way of absolute sale,gift,mortgage, or lease or exchange or other assignments of the schedule property in compliance of and conformity with the law of the land in force.

8. To develop the schedule property and construct building by my said attorney, through any agency or builder/ developer and to seek proper permission for the same from the concerned authorities appoint under law.



9. To persent any such conveyance or conveyances for registration t o admit execution and receipt of consideration before the Sub-Registrar or Registrar having authority for and to have the said con veyance registered and do all acts,deeds and things,which my said attorney,shall consider necessary for conveying the said property to the said purchaser/purchasers as fully and effectually in all respect as I could do the ~~same~~ myself.

10. To apply for sale permission before the competent authorities and to sign and file applications, petitions,documents to swear affidavit etc,as are required for sale of land.

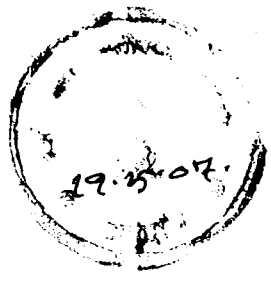
For. Nathaniel Salmon

[Redacted]

[Redacted] 19.15.07

11. To institute, file and defend suit/case/cases to any court having jurisdiction to file written statement, to receive summon etc. in respect of the said land, to appear before any court /courts, police stations, S.D.C. office, settlement office, Municipal corporation office and to sign and file applications, demarcations, documents and papers and all that are necessary or expenient for that purposes.

12. To file applications before the settlement officer, or S.D.C. or any other concern authority for demarcation of the land and to settle up any boundary dispute if any in respect of the land.



13. That it is particularly mentioned here that this Deed of Power of Attorney shall not be revoked without written of the above named attorney.

And I do hereby agree that all acts, deeds and things done by my attorney shall be constructed as acts, deeds and things done by me and I shall undertake to ratify and confirm all and whatsoever that my said attorney shall lawfully do or cause to be done for me by virtue of this irrevocable power hereby given.

contd...6.

- SCHEDULE OF THE PROPERTY -

A plot of land measuring 2(two)Kathas,0(Zero)lechas, covered by Dag No.224, of K.P.Patta No.1,of village - Maidangaon,under Mouza Beltola, in the district of Kamrup, Assam, and is bounded as follows:-

North :- Smt. Tulumoni Gogoi.

South :- Sri Manas Rabin Gogoi.

East :- Bye lane.

West :- Flat.



IN WITNESS WHEREOF I put my signature with sound health and mind unto th-is _____ day of February, 2005, at Guwahati.

Witnesses:-

Sd. Nazimul Islam

Signature of Executant.

1) *Sd. Saadul Saadhaan*
Sd. It. Indira Gogoi.

2) *Sd. R. B. Misra*

[Faint, illegible text and stamps]
19.5.07

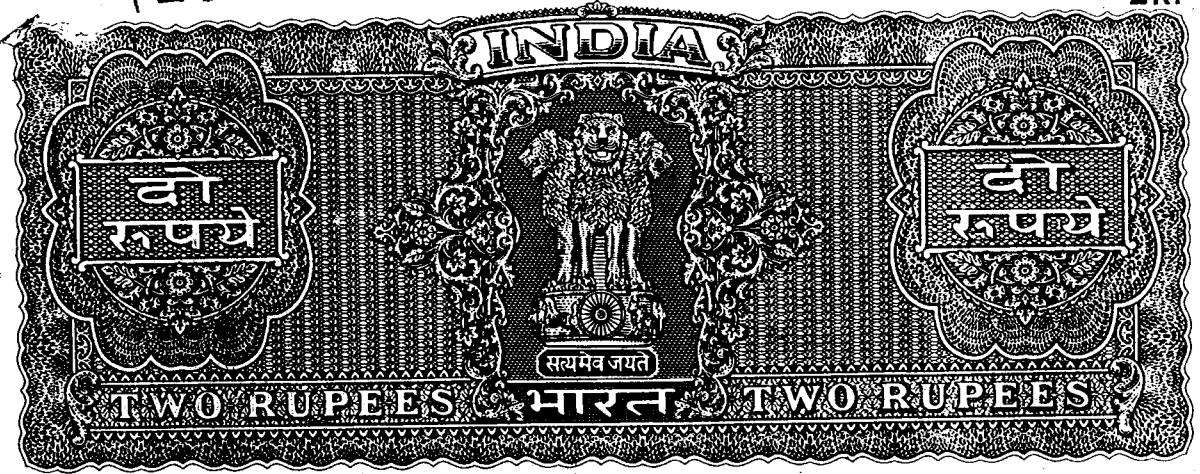
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[Signature]
Magistadar,
Civil Judge (Sr. Divn) No. 2
GUWAHATI.

12886

8869

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Deed No. 8869/05
 St. value = 6600/- = Rs

[Blurred stamp]
 23
 श्री क. सरुम
 21.7.2005
 A-37500
 55-01
 VML

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 21.5.05

Md Nazimul Islam

DEED OF SALE

THIS DEED OF SALE is executed on the 21st day of July, 2005 (Two thousand five) BY MD. NAZIMUL ISLAM, Son of Late Sirajul Islam, by profession Business, by religion Muslim, aged about 38 years, resident of Revenue Village Japorigog, Zoo Narengi Road Sahab Tilla, Guwahati -24, P.S. Geetanagar, Mouza Beltola in the district of Kamrup (Metro), Assam (HERE IN AFTER CALLED AND REFERRED TO AS THE VENDOR of the ONE PART;



AND

SRI SADYUT SANDHAN, Son of Late INDIBOR GOGOI, aged about 51 years, by profession Service, by religion Hindu, resident of Village Taxi Mothadung, under Mouza Nagarmahal, B.P.O. Choukora, P.S. & P.O. Sivsagar, District Sivsagar (Assam) (HEREIN AFTER CALLED AND REFERRED TO AS THE VENDEE' or 'PURCHASER of OTHER PART : on the terms and condition and on payment of consideration mentioned here in after.

Cantd-2

Compared by the District Judge

Egt. No. 28
 Case No. 286/05
 Date 21.7.05
 Civil Judge No. 2
 Kamrup, Guwahati

[Signature]
 District Judge,
 Civil Judge (Sr. Divn) No. 2
 GUWAHATI.

General Secretary
AKAHI SINGHA GE WAMATI
No. 2004
Date 23-7-05
SINGHA SINGH
D.C. SINGHA SINGH

Assom
17 MAY 2006
OFFICER IN CHARGE, KAMRUP
WASHATI-1

Present to
21-7-2005 at Residence
Nazimul Islam
Sd/- F.K. Sarma
21-7-2005

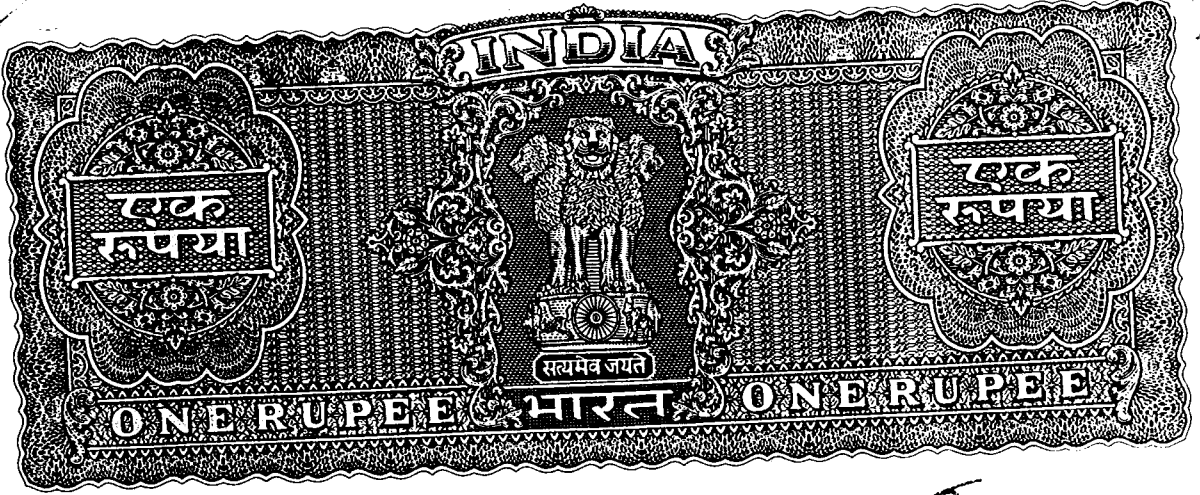
Sd/- Nazimul Islam

Pramati Das
Advocate
The Execution is admitted by
Md Nazimul Islam
Sd/- F.K. Sarma
21-7-2005

T-10 379
Sd/- Nazimul Islam

Identified by me
Sd/- Pramati Das
Advocate
21-7-05





21.5.07

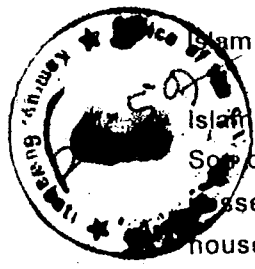
Handwritten signatures and initials, possibly 'Mina Islam' and 'Md Nazimul Islam'.

WHEREAS the Vendor is the absolute owner and possessor of a plot of land measuring 2 (Two) Kathas 10(Ten) Lessas (6.69 Are) covered by Dag No. 224 of K.P. Patta No. 1 under Village Maidam, Mouza Beltola (Out / of total area of 3 Bighas 1 Katha under Dag No. 224 as his share one of the part/ share from the total area of land 24 Bighas, 2 Kathas, 16 lechas under the same Dag) which is more specifically described in the Schedule below.

AND WHEREAS one late Tazul Islam, Son of Late Taiyab Ali who was governed by Muslim religion and died long ago intestate leaving his only 5 (five) sons or legal heirs viz, (1) Sirazul Islam (2) Safiul Islam (3) Sahidul Islam, (4) Mahidul Islam, (5) Nazrul Islam and WHEREAS the said Late Tazul Islam left intestate the following as part of his estate and the said estate has been fully administered ;

AND WHEREAS Late Mina Islam Ali-as Shamse Ara Begum, wife of Late Sirajul Islam died as such the VENDOR is only Son i.e. Md. Nazimul Islam;

WHEREAS the said Vendor i.e. Md Nazimul Islam is the Son of Late Sirazul Islam (i.e. eldest son of Late Tazul Islam) who is only legal heir of Late Sirazul Islam, Son of Late Tazul Islam and by way of inheritance right the vendor is physically possessing the said plot of land since long ago under compact boundary and houses without anybody's interference and paying the land revenue and other taxes regularly.



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2x5.00

AND WHEREAS the aforesaid VENDOR is desirous of selling the SCHEDULED below landed property to meet some financial needs and the Vendee/ purchaser has agreed to purchase the said Schedule below property for total amount of Rs. 5,00,000/- (Rupees five lakhs) only which is fair and reasonable market value of the said SCHEDULE below landed property.

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS :

1. That just prior to this sale the Vendor was the full owner in possession of a plot of land measuring 2(Two) Kathas 10(Ten) Leekas (6.69 ARE) out of the total area of 3 Bighas 1 Katha of Vendor share) only covered by Dag No. 224 of K.P.Patta No. 1 under Village Maidam, Mouza Beltola, District Kamrup (M), Assam which is more Specifically described in the SCHEDULE below here to.
2. That in consideration a sum of Rs. 5,00,000.00 (Rupees five lakhs) only out of which the Vendor has already received the sum of Rs. 4,00,000/- (Rupees four lakhs) only as Advance money on 18. 02. 1994 the receipt where of has been acknowledged in writing on that date as per agreement dated 18-02-1994 and the balance of Rs. 1,00,000.00 (Rupees one lakhs) only has been received today at Guwahati the receipt thereof acknowledged in full and final satisfaction of the sale price of the SCHEDULE below property the Vendor do hereby grant, release, assign, convey, transfer and assume unto the said purchaser forever the SCHEDULE below property with hereditament more Specifically in the SCHEDULE appended herein after below, And all the estates, rights, title, interest, use inheritance together with all liberty, privilege, easements, fences, trees, well, water liberties, hereditaments and appurtenances whatsoever of the said Vendor in or to the property hereby conveyed and every part thereof to HAVE and SOLD and singular the said SCHEDULE below property hereby

21.5.94

Nazimul Islam
 20

106

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unto the uses and benefit of the said purchaser an absolute owner and successor-in interest to hold and enjoy the same forever and the physical possessing of the said landed property had been delivered to the said purchaser/ VENDOR on 18-02-1994 as per agreement on that date due to some unavoidable circumstance the execution of sale DEED cannot be executed in timely.

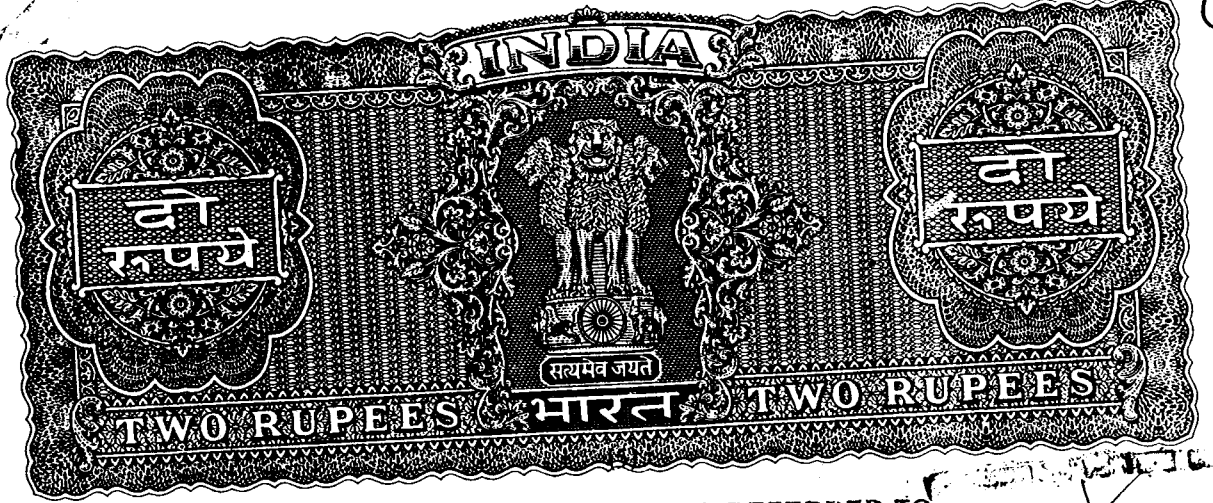
3. That the said land is free from all types of encumbrances or charge of any kind whatsoever and the land revenue in respect of thereof have been paid in full payable up-to-date.

4. That the Vendor now has been agreed with the purchaser / Vendee if for any defect in the title of the Vendor, the purchaser / Vendee is deprived of the whole or any part / share of the said land. The Vendor hereby undertakes to compensate the purchaser / Vendee, his heirs, assigns and successor-in-interest. Be it is stated here that the said purchaser / Vendee shall be able to get Mutation in the land Revenue Records and Guwahati Municipal Corporation records etc. by this Deed of Sale in place of the Vendor to the landed property of the SCHEDULE below hereto.

21-5-04
Sd/- Nazimul Islam



Contd-5



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2RS

THE SCHEDULE OF LAND HEREIN REFERRED TO

A that part and parcel of land measuring 2(two) Kathas 10(ten) leccias (6.96 are) (out of total area of land 3Bighas 1 Katha) covered by Dag no. 224 of K.P. Patta No. 1 under village Maidam, Mouza Beltola, Dispur Revenue Circle, Khanapara, and also under Jurisdiction of Guwahati Municipal Corporation, Guwahati, Ward No. 59 at Guwahati -28, P.S. Basistha in the district of Kamrup (Metro), Assam and bounded by:-

21.50

North : Kala Guru Bishni: Rava Path.

South: Vendor's Land East : Bye Lane.

West Joidol Apartment.

IN WITNESS WHEREOF The vendor with full conscience and in sound state of mind and health has executed and signed this deed of sale by receiving and acknowledging the balance sum of Rupees today, the day month and year mentioned above from the said purchaser/Vendee.



In presence of

Witnesses:-

1. Sri Purno Saikia
700 Road by 5

2. Sri Pramati Das
Advocate

21.7.05

Sri Nazimul Islam.
(Ms. Nazimul Islam)
Vendor.

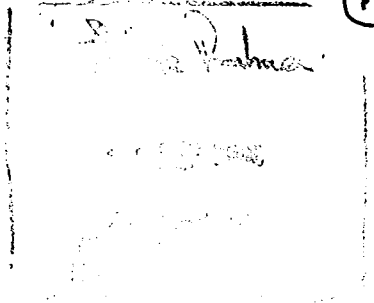
Drafted by
Sri G. G. G. G.
21.7.05

Advocate Guwahati

~~Dhanal~~
M. D. Das
N. D. Das
21.5.07

Compared in Original
Sh. Cristadar,
Civil Judge (Sr. Divn) No 2
GUWAHATI.

1000
15-09-08



~~Stamp~~

Presented for Registration

at ...
day of ... 21/9/08 ...
at ... Sr. Sub-Registrar
Signed by Nazimul Islam
agent / claimant / attorney.

sd G.K. Sanyal
Sub-Registrar
21/9/08

sd Nazimul Islam

sd Praveen Das
Advocate
Dist.

The execution is admitted by
sd Nazimul Islam

sd G.K. Sanyal
Sub-Registrar
21/9/08

431
sd Nazimul Islam
Substantiated

sd Praveen Das
Advocate
21/9/08



অসম অসম ASSAM

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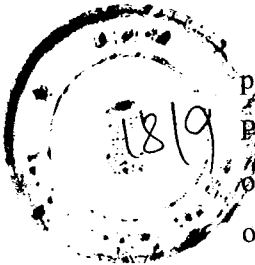
Sr. Sub-Registrar,
Kamrup, Assam

18/9/08

- AND -

SMT. KASTURIKA BURAGOHAIN, wife of - Sri Bimal Buragohain, aged about - 41 years, by Religion - Hindu, y profession Service, resident of village Dharamanula Diphu , Ward No. 3, P.S. Diphu, in the district of Diphu, Assam (hereinafter called and referred to as the "Vendee" or "Purchaser") of OTHER PART , on the term and condition and on payment of consideration mentioned hereinafter.

WHEREAS the Vendor is the absolute owner and possessor of a plot of land measuring 2 (Two) Katha covered by Dag No. 224 of K.P. Patta No. 1 under village Maidam, under Mouza Beltola (out of total area of land 3 (Three) Bighas 1 (One) Katha) under Dag No. 224 as his share one of the part/ share (from the total area of land 24 Bighs 2 Katas 16 Lechas under the same Dag). Which is specifically described in the schedule below.



Contd....3

sd/wazimul Islam

Certified to be True Copy

(111)

SA, Sub-Registrar,
Kamrup, Guwahati

Dt-18/9/08

AND WHEREAS one Late Tazul Islam son of Late Taiyab Ali who was governed by Muslim religion and died long ago in testate leaving his only 5 sons of legal heirs viz. (1) Sirazul Islam, (2) Safiul Islam, (3) Sahidul Islam (4) Madhidul Islam, (5) Nazrul Islam and whereas the said late Tazul Islam left interalia the following as per of his estate and the said estate has been following administered.

AND WHEREAS Late Mina Islam alias Shamse Ara Begum wife of Late Sirajul Islam died as such the vendor is only son i.e Md. Nazimul Islam.

AND WHEREAS the said VENDOR i.e. Md. Nazimul Islam is the son of the Late Sirazul Islam (i.e, eldest son of Late Tazul Islam) who is only legal heirs of Late Sirazul Islam, son of Late Tazul Islam and by way of inheritance right, the VENDOR is physically possessing the said plot of land since ago under compact boundary and house without anybody's interference and paying the land revenue and other taxes regularly.

AND WHEREAS the aforesaid VENDOR is desirous of selling the SCHEDULE below landed property to meet some financial needs and the VENDEE/ PURCHASER has agreed to purchase the said SCHEDULE below property for total amount of Rs. 4,00,000/- (Rupees Four Lacs) only which is fair and reasonable market value of the said SCHEDULE below landed property.

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS :

1. That just prior to this sale the Vendor was the full owner in possession of a plot of land measuring 2 (two) Katha (5.35 are) out of the total area of 3 Bighas 1 Kathas of the Vendor share only covered by Dag No. 224 of K.P. Patta No. 1 under village Maidam, under Mouza Beltola, in the district of Kamrup (M), Assam which is more specifically described in the schedule below hereto:



Sd Nazimul Islam

Certified to be True Copy

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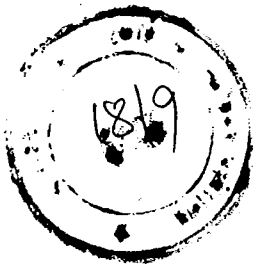
Sr Sub-Registrar,
Guwahati

DL-1879/08

2. That in consideration a sum of Rs. 4,00,000/- (Rupees Four Lakhs) only out of which the VENDOR has already received the sum of Rs. 2,00,000/- (Rupees Two Lakhs) only as advance money on 20.02.1993 the receipt whereof has been acknowledged in writing on that day as per agreement dated 20.02.1993 and the balance of Rs. 2,00,000/- (Rupees Two Lakhs) only has been received today at Guwahati the receipt thereof acknowledged in full and final satisfaction of the sale price of the SCHEDULE below property the VENDOR do hereby grant, release, assign, convey, transfer and assume unto the said purchaser forever the Schedule appended hereinafter below and all the estates, rights, title, interest, use, inheritance, hereditaments and appurtenances whatsoever of the said VENDOR in or to the property hereby conveyed and every part thereof to HAVE and SOLD AND singular the said SCHEDULE below property hereby unto the uses and benefit of the said purchaser and absolute owner and successors-in-interest to hold and enjoy the same forever and the physical possession of the said landed property had been delivered to the said PURCHASER/VENDEE on 20.02.1993 as per agreement on that date due to some unavoidable circumstances, the execution of Sale Deed can not be executed in timely.

Sd Nazimul Islam

3. That the said land is free from all types of encumbrances or charges of any kinds whatsoever and the land revenue in respect thereof have been paid in full payable up to date.



That the VENDOR now has been agreed with the PURCHASER/VENDEE if for any defect in the title of the VENDOR the PURCHASER/VENDEE is deprived of the whole or any part/share of the said land. The VENDOR hereby undertake to compensate and PURCHASER/VENDEE, her heirs, assigns and successor-in-interest. Be it is stated here that the said PURCHASER/VENDEE shall be able to get Mutation in the land Revenue Records and Guwahati Municipal Corporation records etc. By this date of sale in place of the VENDOR to the landed property of the SCHEDULE below hereto.

Contd....5

Certified to be True Copy

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Dr. Sub-Registrar,
Kamrup, Guwahati

Di-18/9/08

THE SCHEDULE OF THE LAND HEREIN REFERRED TO

All that part and parcel of land measuring 2 (two) Kathas (5.35 are) (out of total area of land 3 Bighas 1 Katha) covered by Dag no. 224 of K.P. Patta No. 1 under village Maidam, under Mouza Beltola, Revenue Circle, Khanapara and also under jurisdiction of Guwahati Municipal Corporation, Ward No. 59 at Guwahati 28, P.S. Basistha in the district of Kamrup (M), Assam, and bounded by :

- North : Vendor's Land
- South : Vendor's Land
- East : Bye-lane
- West : Vendor's land and Joydol Apartment

IN WITNESS WHEREOF THE VENDOR with full conscience and in sound state of mind and health executed and signed this Deed of Sale by received and acknowledging the balance sum of Rupees today, the day, month and year mentioned above from the said PURCHASER/ VENDEE.

WITNESSES :-



1. sel pursu Savika
Zoo Road
S/O Lt Ruma

sd Nazimul Islam
(Md. Nazimul Islam)
Vendor

2. *(Handwritten signature)*
(Handwritten signature)

sd *(Handwritten signature)*
Drafted by
Advocate Guwahati

Compared by *(Handwritten signature)* CK

(Handwritten signature)
Sub-Registrar,
Civil Judge (Sr. Divn) No 2
GUWAHATI.

Copied by *(Handwritten signature)*
Recd by *(Handwritten signature)*
Compared by *(Handwritten signature)*
Di-18/9/08

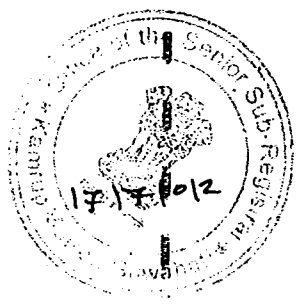


असम अधिनियम 2004
 Admissible under Act XVI of 1908 Correctly
 Stamped (or exempted from stamp duty)
 under the Indian Stamp Act, 1899 and II of
 1899) (Assam Amendment) Act 2004 Schedule
 No. 1 Fees Paid 23

07AA 573285
 Certified to be True Copy

sd/ G. K. Sarma
 Sr. Sub-Registrar
 Kamrup Metro., Guwahati
 20/9/05

Sr. Sub-Registrar
 Kamrup Metro., Guwahati
 Date.....
 17/7/02



Deed No = 11190/05

Ext. No..... 26
 Case No..... 298/05
 Date..... 17/7/02
 Civil Judge No.-2
 Kamrup, Guwahati

Comparison in Original
 J. Cristadar,
 Civil Judge (Sr. Divn) No. 2
 GUWAHATI



Certified to be True Copy

Sr. Sub-Registrar
Kamrup Metro., Guwahati

Date.....
17/7/12

Nazimul Islam

A 30000.00
R 5.00
M/b 10.00
23
Sr. Sub-Registrar,
Guwahati.
20/9/2012

DEED OF SALE

This DEED OF SALE is EXECUTED on 17th day of September, Two Thousand Five by MD. NAZIMUL ISLAM son of Late Sirazul Islam by profession- business, by religion- Muslim, aged about 38 years, resident of village Japorigog, Zoo Narengi Road, Sahab Tila, Guwahati-24, P.S.-Geetanagar, Mouza-Beltola in the District of Kamrup (Metro), Assam (HEREINAFTER CALLED AND REFERRED TO AS THE VENDOR) of the ONE PART.

- A N D -

SRIMATI TULUMONI GOGOI wife of Sri Purna Nanda Gogoi, by religion-Hindu, by profession- housewife, aged about 40 years, resident of Dharamanala, Diphu, Ward No.3, P.S.-Diphu in the district of Karbi-Anglong (Assam) Permanent address: - village; - Chaulkara, Mouza-Konwarpur, P.O.-Chaulkara in the district Sibsagar (Assam) (HEREINAFTER CALLED AND REFERRED TO AS THE "VENDEE" OR "PURCHASER") of OTHER PART; on the terms and condition and on payment of consideration mentioned hereinafter.



Contd. /... P-2.

Compared by Sub-Registrar
Sub-Registrar,
Civil Judge (Sr. Divn) No. 2
Guwahati.

19/9/2007
Residence
Nazimul Islam
19/9/2007
Nazimul Islam

Nazimul Islam

Pranati
Advocate

The Execution is
admitted by
Nazimul Islam.

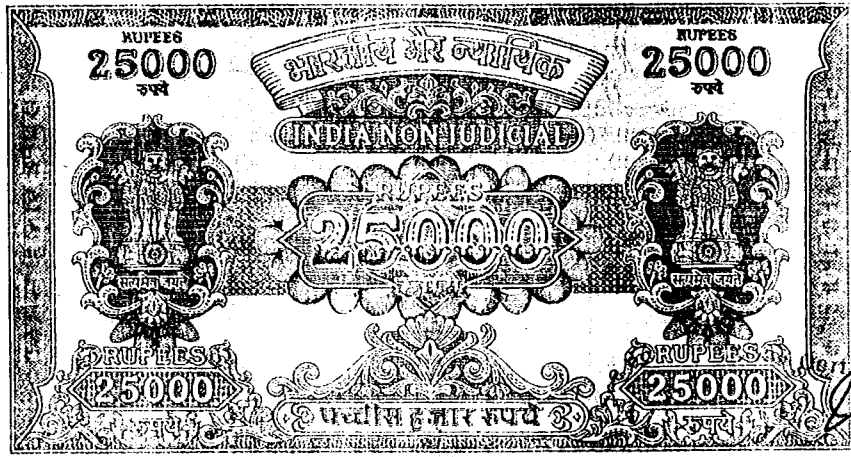
19/9/2007

460

Nazimul Islam

Identified by me
Pranati
19.9.07
Advocate

117



Sub-Registrar
Kamrup Metro. District

(2)

0400 527 5844

17/7/02

WHEREAS the Vendor is an absolute owner and possessor of a plot of land measuring 2(Two) kathas covered by Dag No.224 of K.P., Patta No.1 under village Maidam, Mouza- Beltola (out of total area of land 3 Bighas 1 katha) under the same Dag & K.P. Patta as his share one of the part/share (from the total area of land 24 Bighas 2 kathas 16 lessas under the same Dag & K.P. Patta) which is specifically described in the SCHEDULE below.

AND WHEREAS one Late TAZUL ISLAM son of Late Taiyab Ali who was governed by Muslim religion and died long ago intestate leaving his only 5(Five) sons or legal heirs viz.,(1) Sirazul Islam (2) Saful Islam (3) Sahidul Islam (4) Mahidul Islam (5) Nazrul Islam and WHEREAS the said Late Tazul Islam left inter alia the following as part of his estate and the said estate has been fully administered ;

Nazimul Islam

AND WHEREAS Late Mina Islam alias Shams Ara Begum wife of Late Sirazul Islam died as such the VENDOR is only son i.e. Md. Nazimul Islam;

AND WHEREAS the said VENDOR i.e. Md. Nazimul Islam is the son of Late Sirazul Islam (i.e., eldest son Late Tazul Islam) who is only legal heir of Late Sirazul Islam, son of Late Tazul Islam and by way of inheritance right, the VENDOR is physically possessing the said plot of land since long ago under compact boundary and houses without anybody's interference and paying the land revenue and other taxes regularly.

AND WHEREAS the aforesaid VENDOR is desirous of selling the SCHEDULE below landed property to meet some financial needs and the VENDEE/PURCHASER has agreed to purchase the said SCHEDULE below landed property for total amount of Rs.4,00,000/-(Rupees four lacs) only which is fair and reasonable market value of the said SCHEDULE below landed property.

17/7/02



Contd./...P-3



Certified to be True Copy

(3)

Sr. Sub-Registrar
Kamrup Metro., Guwahati**NOW THIS DEED OF SALE WITNESSES AS FOLLOWS** State..... 17/7/02

(1) That just prior to this sale the VENDOR was the full owner in possession of a plot of land measuring 2(Two) kathas (5.35 are) out of the total area of 3 Bighas 1 katha of the VENDOR share only covered by Dag No.224 of K.P. Patta No.1, under village Maidam, Mouza- Beltola, District- Kamrup (Metro), Assam which is more specifically described in the Schedule below hereto.

(2) That in consideration a sum of Rs.4, 00,000/- (Rupees four lacs) only out of which the VENDOR has already received the sum of Rs.2, 00,000/- (Rupees two lacs) only as advanced money on 25-02-1993, the receipt whereof has been acknowledged in writing on that day as per agreement dated 25-02-1993 and the balance of Rs.2, 00,000/- (Rupees two lacs) only has been received today at Guwahati, the receipt thereof acknowledged in full and final satisfaction of the sale price of the SCHEDULE below landed property the VENDOR do hereby grant, release, assign, convey, transfer and assume unto the said purchaser forever the SCHEDULE below landed property with hereditament more specifically in the SCHEDULE appended hereinafter below and all the estates, rights, title, interest, use, inheritance together with all liberty, privilege, easements, fences, trees, well, water, liberties, hereditaments and appurtenances whatsoever of the said VENDOR in or to the property hereby conveyed and every part thereof to HAVE and SOLD AND singular the said SCHEDULE below landed property hereby unto the uses and benefit of the said purchaser and absolute owner and successors-in-interest to hold and enjoy the same forever and the physical possession of the said landed property had been delivered to the said PURCHASER/VENDEE on 25-02-1993 as per agreement on that date and due to some unavoidable circumstances, the execution of Sale Deed can not be executed in timely.

(3) That the said land is free from all types of encumbrances or charges of any kinds whatsoever and the land revenue in respect thereof have been paid in full payable up-to-date.

(4) That the VENDOR now has been agreed with the PURCHASER/VENDEE if for any defect in the title of the VENDOR, the PURCHASER/VENDEE is deprived of the whole or any part/share of the said land and such, the VENDOR hereby undertakes to compensate the PURCHASER/VENDEE, her heirs, assigns and successors-in-interest. Be it is stated here that the said PURCHASER/VENDEE shall be able to get

17/7/02
Guw.



Certified to Be True Copy

(4)

Sr. Sub-Registrar
Kamrup Metro., Guwahati

Date..... 17/7/02

Mutation in the land Revenue Records and Guwahati Municipal Corporation records etc.. by this deed of sale in place of the VENDOR to the landed property of the SCHEDULE below hereto.

THE SCHEDULE OF THE LAND HEREIN REFERRED TO

All that part and parcel of land measuring 2 (Two) kathas (5.35 ARE) (out of total area of land 3 Bighas, 1 katha) covered by Dag No.224 of K.P., Patta No.1 under village-Maidam, Mouza- Beltola, Dispur Revenue Circle, Khanapara, and also under the jurisdiction of Guwahati Municipal Corporation, Guwahati. Ward No.59 at Guwahati-28, P.S.- Basistha under the jurisdiction of Guwahati Sub-Registry office, Guwahati-1 in the District of Kamrup(Metro), Assam and bounded by :-

NORTH: Sri Sadyut Sandhan.

SOUTH: Srimati Kasturika Buragohain.

EAST: Bye-lane.

WEST: Joydol Apartment.

IN WITNESS WHEREOF the VENDOR with full conscience and in sound state of mind and health has executed and signed this DEED OF SALE by receiving and acknowledging the balance sum of Rupees to-day, the day, month and year mentioned above from the said PURCHASER/VENDEE.

17/7/02

In presence of:

Nazimul Islam
(MD. NAZIMUL ISLAM)
VENDOR

Witnesses :-

1. *Arno Barlaan*
Ar. R. Khan
2. *Ar. R. Khan*
Rohide Basma
Ar. R. Khan

Drafted by:

Ar. R. Khan
Advocate, Guwahati.

Copied by..... *Luberna*

Read by.....

Compared by..... *Ar. R. Khan*

Date..... 17/7/02

Compar..... *Ar. R. Khan*

Ar. R. Khan
Sub-Registrar,
Civil Judge (Sr. Divn) No. 2
GUWAHATI.

To
The Town Planner
G.M.D.A. Bhangagarh
Guwahati - 5.

Date : 11-04-2005

Sub : Construction of Boundary wall at Dag No. 224
of Patta No. 1.

Ref : Your letter No. GMDA/BP/511/05/16 dtd. 01.04.2005.

Sir,

With reference to the above and in continuation to my letter dt. 14.03.05, I would like to state that the said Md. Nazimul Islam, who claims to be the owner of the land in Dag No. 224 of Patta No. 1 of village Maidamgaon under Beltola Mouza has not any share in the said patta and the power of Attorney which he has executed to the persons namely (1) Sri Sadyut Sandhan, (2) Smt. Tulumoni Gogoi and (3) Kausturika Buragohain vide Regd. Deed No. 1191, 1990 & 1188 all dtd. 28.02.05 are null and void and does not confer any title to them, nor could they make or construct any house or wall in their name in as much as they are not being the owner of the said lands till this date.

Moreover, a title suit bearing No. 34/2000 is also lying pending before the Hon'ble Civil Judge (Srr Div) No.1 at Guwahati (next date 18.05.05) in respect of the said land. The Hon'ble Gauhati High Court also pleased to pass an order for maintaining status-quo by the contesting parties in WP(C) No. 4518/2003 till disposal of the suit land where the permission for constructing building/walls were sought for by the above atornies of Nazimul Islam.

I therefore humbly pray that your goodself will be kind enough to admit this petition and after perusal of the documents filed herewith, be pleased to reject the permission for construction of Boundary wall/building by the abovenamed person and for which act of your kindness I shall be ever grateful and oblige.

Thanking you,


Yours faithfully,

Tasadduk Hussain
(Md. TASADDUK HUSSAIN)
Col. J. Ali Road, Lakhtokia
Guwahati - 781 001

Exp. No. 28
Case No. B. 396/05
Date..... 7/8/12
Civil Judge No.-2
Guwahati

Compared by U. B. Das

P. T. O.


U. B. Das,
Civil Judge (Sr. Divn) No 2
GUWAHATI.

Enclosures :

- 1. Photocopy of the High Court Order in WP(C) No. 4518/2003 dtd. 18.11.2003.
- 2. Photocopy of Regd. Deed showing the right and ownership of the land in favour of the petitioner.
- 3. Photocopy of Mutation order in the name of the Petitioner.
- 4. Photocopy of Land Revenue paying receipt for the year 2005.

Yours faithfully,

Tasadduk Hussain
 (Md. TASADDUK HUSSAIN)
 Col. J. Ali Road, Lakhtokia
 Guwahati - 1.

Received
 12.4.05

Comptroller & h (Bills)
 Jkeristadai,
 Civil Judge (Sr. Divn) No. 2
 GUWAHATI.

122

OFFICE OF THE
GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY
BHANGAGARH::GUWAHATI - 5

NO. GMDA/BP/511/05/16

Dated: 1/4 /2005

To : ✓ Mr Tassdduk Hussain
C/o- J. A. Road
Lakhtokia
Guwahati

Sub : Construction of boundary wall at Dag No.224 of Revenue Village
Maidamgaon under Beltola Mouza.

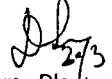
Ref : Your complain submitted in this office on 15.03.05

Sir,

With reference to the subject cited above, I am to inform you to
submit all relevant documents in support of your complain before the
Development Officer (Project) for verification.

Again you are hereby asked to present in this office on dated
06.04.05 at 11.00 AM before Development Officer (Project) for hearing of your
case.

Yours faithfully,



Town Planner,
Guwahati Metropolitan Dev. Authority,
Bhangagarh, Guwahati - 5

Receive on
01/4/05
[Signature]

Ext. No..... 20
Case No..... TS-296/05
Date..... 1/4/05
Civil Judge No.2
Guwahati

Compare with Original
[Signature]
Cristadar,
Civil Judge (Sr. Divn) No. 2
GUWAHATI.

123

To,
The Commissioner,
Gauhati Municipality Corporation
Guwahati-1.

Date : 14.03.05

Sub :: Illogel construction of Boundary wall.

Sir,

With due respect, I would like to inform your goodself, that I am the owner of land measuring 3 Bigha 1 Katha ~~6.1K.1~~ covered by Dag No. 224 of K.P.Potto No.1, situated at Bishnu Rava Path, villogo Maidom, Mauzo Boltola, in G.M.C.Ward No. 58.

That one Nazimul Islam has encroached my entire land measuring 3 B.1K.1 ~~6.1K.1~~ land in the aforesaid dag and potta, for which I had to institute civil suit for his ejection and have also obtained an order of temporary injunction.

But the said Md.Nazimul Islam in balant disregard to the High Courts order of stay & have started filling earth and also covered the encroached land with t... fencing.

That it has come to our knowledge that said Md. Nazimul Islam have now entered into an agreement for sale of the land with some persons namely one Sadyut Gocoi and three others and have also handed over possession to them.

Conti...

Ext. No. 24
Case No. 75/396/08
Date 21/3/05

Civil Judge No.2
Kamrup, Guwahati

বহী নং 2831

তারিখ 25/3/05

ক্রমিক নং 2830/6

গুৱাহাটী পৌৰ নিগম, গুৱাহাটী

আবেদন মাচলা

Siddiquey *Siddiquey*

ঠিকনা / পথ *Barid* বাৰ্ড *Barid* ব পৰা
Application fee বাবদ
(আখৰেৰে) *paper five only* টকা পোৱা হ'ল।

Compared by *ll*
Usheristadar,
Civil Judge (Sr. Divn) No. 2
Guwahati.

গুৱাহাটী পৌৰ নিগম, গুৱাহাটী

টকা *5/-*

আমত
গুৱাহাটী পৌৰ নিগম

That the said Mr. Gopoi and his friends are contemplating to construct the boundary wall and may approach your goodness for obtaining necessary permission for construction of a boundary wall and/or an R.C.C. house/building over my said encroached land.

I therefore humbly request your goodness to inquire into the matter and to see that no permission is granted for the construction of the boundary wall and also to enquire and stop the illegal construction if any being made, otherwise I will suffer irreparable loss and injury and it will also lead to multifarious proceeding.

It is therefore prayed that your goodness would be kind enough to enquire into the matter, and pass necessary order to stop the illegal construction of the boundary wall.

And for which act I shall be ever grateful to you.

Yours faithfully,

Yas adduk Hussain

Copy to :
The Chief Executive
Engineer, C.M.O.A.
Bhangoghrih-5.

Md. Fozdul Hossain
C/o. Tol. J. Ali Road
Lakhtokia, Guwahati-1.

Compared with Original
[Signature]
J. Prasad,
Civil Judge (in Divn) No. 8
GUWAHATI.

Ext. No. 25
Case No. 396/05
Date 9/8/12
Civil Judge No. 2
Guwahati

THE GAUHATI HIGH COURT AT GUWAHATI
(THE HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Main Written Examination for Direct Recruitment to Grade-I of Assam Judicial Service, 2021.

Total Marks: 50

Date: 26.02.2022 (Sunday)

Duration: 2 hours

Time: 1 pm to 3 pm

PAPER-IV

১. তলৰ শব্দকেইটিৰ বিপৰীত শব্দ লিখক:

(½ x ৬ = ৩)

- ক) দিন খ) আন্ধাৰ গ) ল'ৰা ঘ) সৰগ ঙ) আচামী
চ) নতুন

২. এটা শব্দত প্ৰকাশ কৰক:

(½ x ৬ = ৩)

- ক) মাকৰ ভায়েক
খ) বিয়া-বাৰু নোহোৱা পুৰুষ
গ) যি সকলো জানে
ঘ) যি ঠাইলৈ যোৱা কঠিন
ঙ) দেশৰ হকে যি আত্ম বলিদান দিছে
চ) যি গোচৰ তৰে

৩. তলত দিয়া শব্দকেইটিৰ সন্ধি ভাঙক:

(½ x ৬ = ৩)

- ক) উল্লতি খ) অৰুণোদয় গ) তদুপৰি ঘ) যন্তু ঙ) ফলাফল
চ) সূৰ্যোদয়

৪. বন্ধনীৰ ভিতৰত দিয়া শব্দৰ পৰা তলত দিয়া শব্দ বোৰৰ শুদ্ধ সমার্থক শব্দ বোৰ বাছি লিখক:

(½ x ৬ = ৩)

(অম্বৰ, স্নোতস্বিনী, পয়োধৰ, বিহংগ, মহীৰুহ, উপবন)

- ক) চৰাই খ) বৃক্ষ গ) আকাশ ঘ) নদী ঙ) বাগিচা চ) সাগৰ

৫. তলত উল্লেখ কৰা অসমীয়া ভাষাৰ সাহিত্যিক দুজনৰ ভিতৰত যিকোনো এজনৰ কৰ্মৰাজীৰ ওপৰত ৫০টা শব্দৰ ভিতৰত চমুটোকা লিখক।

(৩)

- ক) ড^o ভবেন্দ্ৰ নাথ শইকীয়া খ) চৈয়দ আব্দুল মালিক

৬. তলৰ যিকোনো এটাৰ ভাৱ সম্প্ৰসাৰণ কৰক:

(৪)

ক) ভুকুতে কল নপকে

খ) একতাই পৰম বল

৭. অৰ্থ লিখি বাক্য ৰচনা কৰক:

(১^১/২ x ৪ = ৬)

ক) অথাই-সাগৰ

খ) চকু চৰহা

গ) ধোদৰ পচলা

ঘ) ডলাৰ বগৰী

৮. কবি দেৱকান্ত বৰুৱাই লিখা “মোৰ দেশ মানুহৰ দেশ” নামৰ কবিতাটিৰ তলত দিয়া পংক্তিটোৰ প্ৰসংগ সংগতি লগাই বাখ্যা কৰক।

(২ + ৩ = ৫)

এই দেশ ৰাখিব লাগিব।

এইখন আপোনাৰ দেশ,

এইখন মৰমৰ দেশ,

এইখন মানুহৰ দেশ।

৯. “যোৱা নিশা চান্দমাৰী ক’লনীত বৰুৱাৰ ঘৰত কোনো নথকাৰ সুযোগলৈ অজ্ঞাত দুস্কৃতিকাৰীয়ে তেওৰ ঘৰৰ দৰ্জা ভাঙি সোমাই আৰু ঘৰৰ প্ৰায়বোৰ সামগ্ৰীয়ে চুৰ কৰি লৈ যায়।”

এই ঘটনাৰ সবিশেষ জনায় চান্দমাৰী আৰক্ষী নিৱেশৰ প্ৰভাৰী বিষয়াক দিবৰ বাবে এখন এজাহাৰ লিখক।

(৬)

১০. তলৰ অনুচ্ছেদটো অসমীয়ালৈ অনুবাদ কৰক।

(৬)

Poison is rarely used for the purpose of infanticide, though sometimes crude opium is put on the tongue of a child or it is smeared on the nipple of the mother’s breast, which is then given to the child to suck. Other poisons, such as arsenic, madar, datura and tobacco are also used for destroying newly born infants. In suspicious cases, the stomach and other necessary viscera should be preserved for chemical analysis.

Modi’s Medical Jurisprudence & Toxicology. Chapter-Infanticide.

১১. তলত দিয়া যিকোনো এটা বিষয়ৰ ওপৰত ৩০০টা শব্দৰ ভিতৰত এখন ৰচনা লিখক।

(৮)

ক) ক’ৰোনা আঁটিমাৰী আৰু ন্যায় ব্যৱস্থাত ইয়াৰ প্ৰভাৱ।

খ) নিয়মানুৱৰ্তিতা।

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX