

THE GAUHATI HIGH COURT

(The High Court of Assam, Nagaland, Mizoram and Arunachal Pradesh)

Main Written Examination in connection with Direct Recruitment to Grade-I of

Assam Judicial Service, 2022

Total Marks: 100

Duration: 3 Hours

Date: 10-12-2011(Saturday)

Time: 9.00 am to 12.00 noon

PAPER-I

1. Write an essay on any of the topics below: 1 x 20 = 20
- (A) How Artificial Intelligence can be employed for reducing the pendency of Laws?
 - (B) Social Media, a challenging new platform for Judges.
 - (C) Cryptocurrency and its regulations in India.
 - (D) History of Sedition Law in India and its implications in the modern times.
 - (E) Legal status of Surrogacy in India.
2. Read the following passage and write a précis. 15
- (A) Give a title to the précis.
 - (B) Indicate the number of words used by you in writing the précis.

The expansion of the horizon of judicial review is seen both with reverence and suspicion; reverence in as much as the judicial review is a creative element of interpretation, which serves as an omnipresent and potentially omnipotent check on the legislative and executive branches of government. But at the same time there is a danger that they may trespass into the powers given to the legislature and the executive.

One may say that if there is any limitation on judicial review other than constitutional and procedural then it is a product of judicial self-restraint. As justice Dwivedi empathically observed, "Structural socio-political value choices involve a complex and

complicated political process. This court is hardly fitted for performing that function. In the absence of any explicit Constitutional norms and for want of complete evidence, the Court's structural value choices will be largely subjective. Our personal predilections will unavoidably enter into the scale and give colour to our judgment. Subjectivism is calculated to undermine legal certainty, an essential element of rule of law."

The above observations also reveal another assumption to support an attitude of self-restraint, viz., the element subjectiveness in judicial decision on issues having socio-political significance. When one looks at the decisions of the Supreme Court on certain questions of fundamental issues of Constitutional Law one can see that there is a sharp division among the Judges of the Apex Court on such basic questions of power of the Parliament to amend the Constitution, federal relations, powers of the President etc. This aptly demonstrates the observation of the Judge. This would mean that though there has been expansion of powers of judicial review one cannot also say that this cannot be overturned.

Judicial self-restraint in relation to legislative power manifests itself in the form that there is a presumption of constitutionality when the validity of the statute is challenged. In the words of Fazl Ali, "...the presumption is always in favour of the constitutionality of an enactment, and the burden is upon him who attacks it to show that there has been a clear transgression of the constitutional principles"

In applying the presumption of constitutionality the Courts sometimes apply an interpretational device called 'reading down'. The essence of the device is that "if certain provisions of law construed in one way would make them consistent with the Constitution, and another interpretation would render them unconstitutional, the court would lean in favour of the former construction." But all this depends on the outlook and values of the judge.

When it comes to judicial review of administrative action though the presumption of validity is not so strong in the case of administrative action as in the case of statutes. Still, when the Legislature expressly leaves a matter to the discretion of an administrative authority the courts have adopted an attitude of restraint. They have said we cannot question the legality of the exercise of discretionary power unless and until it is an abuse of discretionary power (which includes mala fide exercise of power, exercising the power for an improper motive, decision based on irrelevant considerations or in disregard of relevant consideration, and in some cases unreasonable exercise of power) and non-exercise of discretion (which come when power is exercised without proper delegation and when it is acted under dictation).

The relevant considerations which should make the judicial choice in favour of activism or restraint are the policy and scheme of the statute, the object of conferring discretionary powers, the nature and scope of the discretion, and finally, the nature of the right and interests affected by the decision. Any impulsive move to activism without a serious consideration of these factors may only be viewed as undesirable. Judicial activism, being an exception, not the general rule, in relation to the control of discretionary power, needs strong reasons to justify it. In the absence of such strong support of reasons the interventionist strategy may provoke the other branches of Government to retaliate and impose further limitations on the scope of judicial review.

3. Write short notes on any four of the judgments mentioned herein below: 4 x 5 = 20

- (A) ***Haryana State Industrial and Infrastructure Development Corporation Ltd. & Others Vs. Deepak Agarwal & Others*** reported in (2022) SCC Online SC 932 – The question involved therein pertains to when there would be initiation of land acquisition proceedings under the Land Acquisition Act, 1984.
- (B) ***Janhit Abhiyan Vs. Union of India*** reported in (2022) SCC Online SC 1540 – The question involved therein was regarding the challenge to the Constitution (One hundred and third Amendment) Act, 2019.
- (C) ***Mukesh Singh Vs. State (Narcotic Branch of Delhi)*** reported in (2020) 10 SCC 120 – The issue involved therein relates to whether the Police Officer who himself is the complainant can conduct the investigation.
- (D) ***Aishat Shofa Vs. State of Karnataka*** reported in (2022) SCC Online SC 1394 – The issue involved therein relates to the legality of the actions of the State of Karnataka to abide by the prescribed uniform and private schools were directed to mandate a uniform as decided by their Board of Management.
- (E) ***Vidya Drolia Vs. Durga Trading Corporation*** reported in (2021) 2 SCC 1 – The issue involved therein relates to what disputes are arbitrable.

(F) *Rahul S. Shah Vs. Jinendra Kumar Gandhi* reported in (2021) 6 SCC 418 – Directions issued by the Hon'ble Supreme Court under Article 142 read with Article 141 and Article 144 of the Constitution of India.

(G) *Union of India Vs. V. Sriharan @ Murugan & Others* reported in (2016) 7 SCC 1 – The question involved therein is whether imprisonment for life in terms with Section 53 read with Section 45 of the Indian Penal Code meant imprisonment for rest of life of the prisoner or a convict undergoing life imprisonment has a right to claim remission.

4. Study the following information carefully and answer the questions given beside.

5 x 2 = 10

The pandemic had turned the world on its head. No aspect of life has escaped unscathed. This includes the functioning of courts and tribunals. The judiciary has limited its work to hearing urgent matters via video conferencing. A lot has been written about how this is an opportunity to improve IT infrastructure of courts so that they can move to video conference hearings as the norm. However, any such move without first revamping procedural law would be futile.

In subordinate civil court and High Courts, a significant time of daily proceedings is taken up by cases where only adjournments are sought for procedural matters like filling of replies. Both as a response to this crisis, as well as in the medium term, this system needs to be devised where cases are not listed before the court unless all the documents are filed within strict timelines and every procedural requirement compiled with. The existing infrastructure is enough to enable this. Listing can be done before the court only in cases requiring urgent interim intervention from the court, while the matter is pending procedural completion, after verification of urgency by a judicial officer or a judge upon oral or written application.

When courts reopen, apart from fresh cases, only a limited number of cases (say-20-30 a day) which are ripe for arguments can be posted. This can be done with sufficient notice to the Bar Associations that requests for adjournments will be looked at askance. This will ensure that court rooms are not crowded. Circulations of the cases to be listed in advance (say, two weeks before listing) will give advocates enough time to take instructions from clients and prepare for arguments.

The Supreme Court Rules, 2013 should amend provisions pertaining to Special Leave Petitions (SLPs). Article 136 of the Constitution enables people to file a petition seeking leave to appeal a decision of any judicial or quasi-judicial authority. The Supreme Court grants leave to appeal if the petition raises a question of law of general public importance, or if the judgment appealed against is especially perverse, which would require interference from the Court. The provision has been abused over the years to only clog the docket of the Supreme Court. The Supreme Court was never intended to be a court of appeal, barring such appeals which specific statutes provide for. The High Courts are usually meant to be the final courts of appeal. Instead, SLPs are now being treated as the last round of appeal.

Reports show that SLPs comprise about 60-70% of the Supreme Court's docket. Out of this, 80-90 % of SLPs are dismissed, which means only 10-20% of such cases raise important questions of law. This takes up a lot of time of the Court. A simple solution would be to do away with immediate oral hearing of SLPs. The Supreme Court Rules could be amended to provide for a structure of pre-hearing of SLPs. Every SLP must be accompanied by an application for oral hearing which must be decided first by the Court, and that too in chambers. To assist the Court for that, a cadre of judicial research assistants made up of qualified lawyers should be created. The research assistants can go through each SLP and cull out the important questions of law as envisioned in Article 136.

- (I) What remedy apart from improving IT infrastructure of the courts in order to reduce pendency and delay?
- A. Change in the substantial laws like IPC and Indian Evidence Acts.
 - B. Change in the procedural laws like Criminal Procedure Code and Civil Procedure Code.
 - C. Change in the hierarchy of the courts.
 - D. All of the above
- (II) Mrs Sharma's lawyer Mr Singh filed a petition in the family court requiring maintenance from her separated husband under section 125 of CrPC. The matter was pertaining to another jurisdiction out of the state and therefore the file was rejected. Which statement from the passage mentions delay caused by such illicit filing of the case.
- A. Both as a response to this crisis, as well as in the medium term, this system needs to be devised where cases are not listed before the court unless all the

documents are filed within strict timelines and every procedural requirement compiled with.

- B. Article 136 of the Constitution enables people to file a petition seeking leave to appeal a decision of any judicial or quasi-judicial authority.
- C. When courts reopen, apart from fresh cases, only a limited number of cases (say- 20-30 a day) which are ripe for arguments can be posted.
- D. In subordinate civil court and High Courts, a significant time of daily proceedings is taken up by cases where only adjournments are sought for procedural matters like filling of replies.

(III) What procedural remedy according to the author should be done regarding listing of the cases so that courtrooms are not crowded?

- A. The cases to be listed must be announced before two weeks so that the lawyers can notify their clients and prepare arguments.
- B. The bar association should be notified in advance so that requests for adjournments do not take place.
- C. Apart from fresh cases only limited number of cases should be taken with due inquiry.
- D. All of the above

(IV) Mr. Ramu a Government teacher was ordered to vacate his job as he did not enroll for advanced teaching course by the school. Mr. Ramu appealed in the High Court citing injustice but of no success. What provision Mr. Ramu is entitled to pertaining to the passage?

- A. Mr. Ramu should file a special leave for appeal in the Supreme Court under Article 136 of the constitution citing injustice.
- B. Mr. Ramu should vacate his job and look for another job.
- C. Mr. Ramu should re appeal in the High Court itself.
- D. Mr. Ramu should enroll for the teaching course by the school.

(V) The author cites remedies for delays caused by SLPs in the Apex Court. Which statement/statements from the passage cite those remedies?

- A. The Supreme Court Rules could be amended to provide for a structure of pre-hearing of SLPs.
- B. The research assistants can go through each SLP and cull out the important questions of law as envisioned in Article 136.
- C. Every SLP must be accompanied by an application for oral hearing which must be decided first by the Court, and that too in chambers.
- D. All of the above.

5. Questions on General Knowledge.

10 x 1 = 10

- (I) According to the Constitution of India, which of the following is not one of the main organs of the Government?
 - (A) Legislature
 - (B) Bureaucracy
 - (C) Executive
 - (D) Judiciary
- (II) Panchayati Raj comes under
 - (A) Residual list
 - (B) Concurrent list
 - (C) State list
 - (D) Union list
- (III) Which of the amendments of the Constitution of India was responsible for deleting the right to property from the list of fundamental rights?
 - (A) 43rd amendment
 - (B) 44th amendment
 - (C) 48th amendment
 - (D) 52nd amendment
- (IV) Mein Kampf is authored by...

- (A) Napoleon Bonaparte
 - (B) Karl Marx
 - (C) Adolf Hitler
 - (D) Benito Mussolini
- (V) In 2017 which Space Agency sent 104 satellites in a single mission?
- (A) ISRO
 - (B) NASA
 - (C) Russian Agency
 - (D) China space Agency
- (VI) Topographical map of India is approved by-
- (A) Archaeological Survey of India
 - (B) Geographical Survey of India
 - (C) Surveyor General of India
 - (D) None of the above
- (VII) Who is the ex-officio chairman of the Planning Commission of India?
- (A) President of India
 - (B) Finance Minister of India
 - (C) Prime Minister of India
 - (D) Vice-President of India
- (VIII) National Unity Day or Rashtriya Ekta Diwas' is observed to commemorate the birth anniversary of which leader?
- (A) Mahatma Gandhi
 - (B) Sardar Vallabhbhai Patel
 - (C) Subhas Chandra Bose
 - (D) B. R. Ambedkar

(IX) Janjatiya Gaurav Diwas' is observed on the birth anniversary of which leader?

- (A) B. R. Ambedkar
- (B) Birsa Munda
- (C) Sardar Vallabhbhai Patel
- (D) Ayyan Kaali

(X) The Indian Penal Code was prepared by-

- (A) First Law Commission of India
- (B) Second Law Commission of India
- (C) Lord Macaulay
- (D) None of the above

6. Questions on Expression of Law.

10 x 1 = 10

(I) "Lex talionis" denotes:

- (A) The law of the place
- (B) The law of the strong
- (C) Oral law
- (D) The law of Retributive Justice.

(II) "En ventre sa mere" is a person in being for the purpose of:

- (A) Punishment of abortion
- (B) Acquisition of property
- (C) Creation of partnership
- (D) Claiming compensation in torts

(III) "Autrefois 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.
- (IV) What do you understand by the term "habeas corpus"?
- (A) That the body required for response.
 - (B) Easement rights to move freely.
 - (C) The same cause of Damage.
 - (D) A claim on legal grounds.
- (V) What do you mean by the term "Ad Litem"?
- (A) For the suit
 - (B) Party in a dispute
 - (C) Tax Litigation
 - (D) Money Agreement
- (VI) What is meant by the Doctrine of Implied term?
- (A) The practice of setting down default rules for contracts.
 - (B) The practice of setting down new rules for contracts.
 - (C) The practice of setting down void rules of the contract.
 - (D) The practice of setting down rules for foreign nationals.
- (VII) What is meant by doctrine of *Quantum Meruit*?
- (A) Compensation for work is inadequate.
 - (B) Reasonable sum of money in a contract where the price was not fixed.
 - (C) Unreasonable compensation.
 - (D) No compensation for work.
- (VIII) The doctrine of "stare decisis" underpins the common law system. What is "stare decisis"?
- (A) Courts must adhere to statutes in all of their decisions.
 - (B) The reasoning behind the decision.
 - (C) To stand by what has gone before.

(D) Parliament can overturn decided cases.

(IX) What is meant by "Ex Turpi Causa Non Oritur Actio"?

- (A) The victim of a crime has a right to sue the perpetrator in tort.
- (B) A person cannot pursue a cause of action if it arises out of his own guilty act.
- (C) A person cannot be guilty if he has no reason to commit the crime.
- (D) Friends who commit crimes together cannot be tried together.

(X) What is meant by "*Pari Delicto*"?

- (A) Equal loss
- (B) Equal gain
- (C) Equal fault
- (D) Equal respect

7. Explain the following legal maxims in one sentence.

5 x 1 = 5

- (I) Actio Personalis Moritur Cum Persona
- (II) Delegatus Non Potest Delegare
- (III) Expressio Unius Est Exclusio Alterius
- (IV) Ignorantia Facti Excusat-Ignorantia Juris Non Excusat
- (V) Lex Non Cogit Ad Impossibilia

8. In the following questions sentences are given with blanks to be filled in with an appropriate word(s). Choose the correct alternatives out of the four.

5 x 1 = 5

- (I) The chairman is ill and we'll have to _____ the meetings for a few days.
 - (A) put on
 - (B) put of
 - (C) put away
 - (D) put off

(II) The cat and the dog have a _____ enemy in the rat.

(A) same

(B) common

(C) mutual

(D) similar

(III) He told me that he _____ watching the movie.

(A) is finished

(B) was finished

(C) had finished

(D) not finished

(IV) He is very good _____ making stories.

(A) in

(B) about

(C) at

(D) for

(V) I do my work _____ carefully to not make mistakes.

(A) so

(B) very

(C) too

(D) more

9. In the questions below choose the word opposite in meaning to the given word. 1 x 5 = 5

(I) Plausible

(A) Inplausible

(B) Unplausible

(C) Implausible

(D) Displausible

- (II) Frailty
 - (A) Energy
 - (B) Intensity
 - (C) Vehemence
 - (D) Strength

- (III) Genial
 - (A) Stupid
 - (B) Stingy
 - (C) Boorish
 - (D) Unkind

- (IV) Prevent
 - (A) Protect
 - (B) Block
 - (C) Hinder
 - (D) Induce

- (V) Demolish
 - (A) Shift
 - (B) Build
 - (C) Repeat
 - (D) Hide

----- XXXXXX -----



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 2. 1942
 3. 1943
 4. 1944
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 84. 2024
 85. 2025
 86. 2026
 87. 2027
 88. 2028
 89. 2029
 90. 2030

THE GAUHATI HIGH COURT

(The High Court of Assam, Nagaland, Mizoram and Arunachal Pradesh)
Main Written Examination for direct recruitment to Grade-I of Assam Judicial Service, 2022

Total Marks: 100

Date: 10.12.2022 (Saturday)

Duration: 3 hours

Time: 1 p.m. to 4 p.m.

PAPER- II

Criminal Procedure Code

1. What are the significance of Section 232 and 233 of the Criminal Procedure Code in a sessions triable case? 5

2. Write short notes on any two of the following: 3 x 2 = 6
 - (A) Joinder of charges.
 - (B) First Information Report.
 - (C) Irregular proceedings.

3. What is bail? When bail may be granted and when bail may not be granted in non-bailable offence? Discuss. 3

4. Explain powers of appellate court and the procedure for hearing appeals. 4

Indian Evidence Act

5. Which of the following statements hold true for dying declarations? 1
 - (A) Dying declarations cannot be used as a sole basis of conviction.
 - (B) Dying declarations unless corroborated cannot be used as sole basis of conviction.
 - (C) Dying declaration which is brief must be discarded.
 - (D) When eyewitness affirms that the deceased was not in a fit state to make the declaration, medical opinion cannot prevail?

6. In which of the following cases the evidence given by the witness will not be relevant under section 33 of the Indian Evidence Act, 1872? 1
- A. When the witness is staying abroad.
 - B. When the witness is dead.
 - C. When witness cannot be found.
 - D. When the witness is in coma.
7. Accused wants to submit a document for consideration under section 35 of the Indian Evidence Act, 1872. In which of the following cases will the document become irrelevant? 1
- (A) It does not deal with a fact in issue.
 - (B) It does not deal with a relevant fact.
 - (C) It is not an entry made in public or other official book, register or record.
 - (D) It is not an entry made by public servant.
8. According to section 61 of the Indian Evidence Act, 1872- 1
- (A) The contents of documents must be proved by primary evidence.
 - (B) The contents of documents must be proved by secondary evidence.
 - (C) The contents of documents must be proved by both primary and secondary evidence.
 - (D) The contents of documents must be proved either by primary or secondary evidence.
9. Definition of secondary evidence has been given under _____ of the Indian Evidence Act, 1872. 1
- (A) Section 61.
 - (B) Section 62.
 - (C) Section 63.
 - (D) Section 64.
10. Which of the following sections of the Indian Evidence Act, 1872 gives provisions regarding proof as to electronic signatures? 1
- (A) Section 67.
 - (B) Section 67A.

- (C) Section 67B.
(D) Section 67C.
11. Which of the following sections of the Indian Evidence Act deals with proof of other official documents? 1
- (A) Section 78.
(B) Section 82.
(D) Section 71.
(E) Section 74.
12. Which of the following statements hold true for Section 154 of the Indian Evidence Act, 1872? 1
- (A) The court is bound to give leave if the requirements are met.
(B) The witness must be declared hostile before making a plea under this section.
(C) The court can give the leave under this section suo motu.
(D) All of these.
13. During the cross examination of the witness as to previous statements made before the police, almost all contradictions or omissions were brought on record, which were portions from the statements made before the police that were not deposed before the court. Which of the following statements will apply to the case? 1
- (A) The credibility of the witness has been impeached under section 148 of the Indian Evidence Act, 1872.
(B) The credibility of the witness has been impeached under section 145 of the Indian Evidence Act, 1872.
(C) The credibility of the witness has been impeached because the contradictions were not as contemplated under section 145 of the Indian Evidence Act, 1872.
(D) The credibility of the witness has not been impeached because the protection under section 154 of the Indian Evidence Act, 1872 will apply.
14. A person summoned to produce a document- 1
- (A) Does not become a witness in the case unless he is called as a witness.

- (B) Automatically becomes a witness in the case.
- (C) Automatically becomes a hostile witness in the case.
- (D) Can be examined without being called as a witness.
15. Which of the following statements hold true for examination in chief of a witness? 1
- (A) The leading questions can be used.
- (B) It must only relate to relevant fact.
- (C) It must only relate to the fact in question.
- (D) All of these.
16. Opinions of an expert expressed in a book commonly offered for sale cannot be proved by the production of such book- 1
- (A) If the author is dead.
- (B) If the author cannot be found.
- (C) If the author has become incapable of giving evidence.
- (D) If the author has gone abroad on vacation.
17. Which of the following section prescribe the method by which signature can be proved? 1
- (A) Section 45, Indian Evidence Act.
- (B) Section 46, Indian Evidence Act.
- (C) Section 47, Indian Evidence Act.
- (D) Both (A) and (B).

18. Which of the following is true of the effects of admissions-

1

- (A) An admission constitutes a substantive piece of evidence in the case and, for that reason, can be relied upon for proving the truth of the facts incorporated therein.
- (B) An admission has the effect of shifting the onus of proving to the contrary on the party against whom it is produced, with the result that it casts an imperative duty on such party to explain it. In the absence of a satisfactory explanation, it is presumed to be true.
- (C) An admission, in order to be competent and to have the value and effect referred to above should be clear, certain and definite, and not ambiguous, vague to be true.
- (D) All of them.

19. An attesting witness is:

1

- (A) One who signs his name to an instrument, at the request of the party or Parties, for the purpose of proving or identifying it.
- (B) A witness who has attested the document.
- (C) Both (A) and (B).
- (D) None of them.

20. A, a sculptor, agrees to sell to B, " all my models." A has both models and modelling tools.

Applying Section 98, Indian Evidence Act.

1

- (A) Evidence cannot be given to show which he meant to sell.
- (B) Evidence must be given to show which he meant to sell.
- (C) Evidence may be given to show which he meant to sell.
- (D) None of them.

Transfer of Property Act

21. Define the "Rule against perpetuity" under Section 14 of the Transfer of Property Act, 1882. 4
22. Property of every kind may be transferred. State the exception to this rule, if any. 4
23. Explain the meaning and essentials of a gift as given in Section 122 of the Transfer of Property Act. Can a gift be suspended or revoked. 4
24. Explain the meaning and essentials of lease. Who can grant lease. Distinguish between lease and license. 4

Civil Procedure Code

25. Explain Decree. What are the essentials of a decree and the kinds of decree? 5
26. What are the kinds of *res judicata*? 5
27. Where shall a suit for recovery of immovable property, suit for foreclosure or sale, redemption, in case of mortgage, charge upon immovable property be filed? 5
28. When a foreign judgment is not conclusive? 4

Indian Penal Code

29. What is right of private defence? When does it extend to causing death while defending body? 4
30. Explain the circumstances under which culpable homicide amounts to murder. 4
31. Who is abettor? What is abetment of a thing? 4
32. In all robbery there is either theft or extortion. Explain. 4
33. Write a note on Criminal Conspiracy? 4

Limitation Act

34. Write a short note on right of adverse possession in the light of the appropriate provisions of the Limitation Act. 5
35. Which of the following Sections of the Limitation Act, 1963 deals with the effect of acknowledgment in writing? 1
- (a) 17
 - (b) 18
 - (c) 19
 - (d) 20
36. The period of limitation for any suit for which no period of limitation is provided elsewhere in the Schedule of the Limitation Act, 1963. 1
- (a) One year.
 - (b) Three years.
 - (c) Thirty years.
 - (d) Twelve years.
37. Section 14 of the Limitation Act, 1963 deals with- 1
- (a) Effect of fraud or mistake.
 - (b) Extension of prescribed period in certain cases.
 - (c) Exclusion of time of proceeding bonafide in court without jurisdiction.
 - (d) Effect of acknowledgement in writing.
38. Section 25 of the Limitation Act deals with- 1
- (a) Acquisition of easements by prescription.
 - (b) Special exceptions.
 - (c) Effect of acknowledgement in writing.
 - (d) Continuing breaches and torts.

39. Which Section of the Limitation Act, 1963 deals with the expiry of prescribed period when the Court is closed? 1

- (a) Section 2.
- (b) Section 7.
- (c) Section 4.
- (d) Section 20.

40. When did the Limitation Act come into force? 1

- (a) 1st October, 1964.
- (b) 1st January, 1964.
- (c) 1st January, 1963.
- (d) 1st November, 1965.

THE GAUHATI HIGH COURT

(The High Court of Assam, Nagaland, Mizoram and Arunachal Pradesh)

Main Written Examination for direct recruitment to Grade-I of Assam Judicial Service, 2022

Total Marks: 100

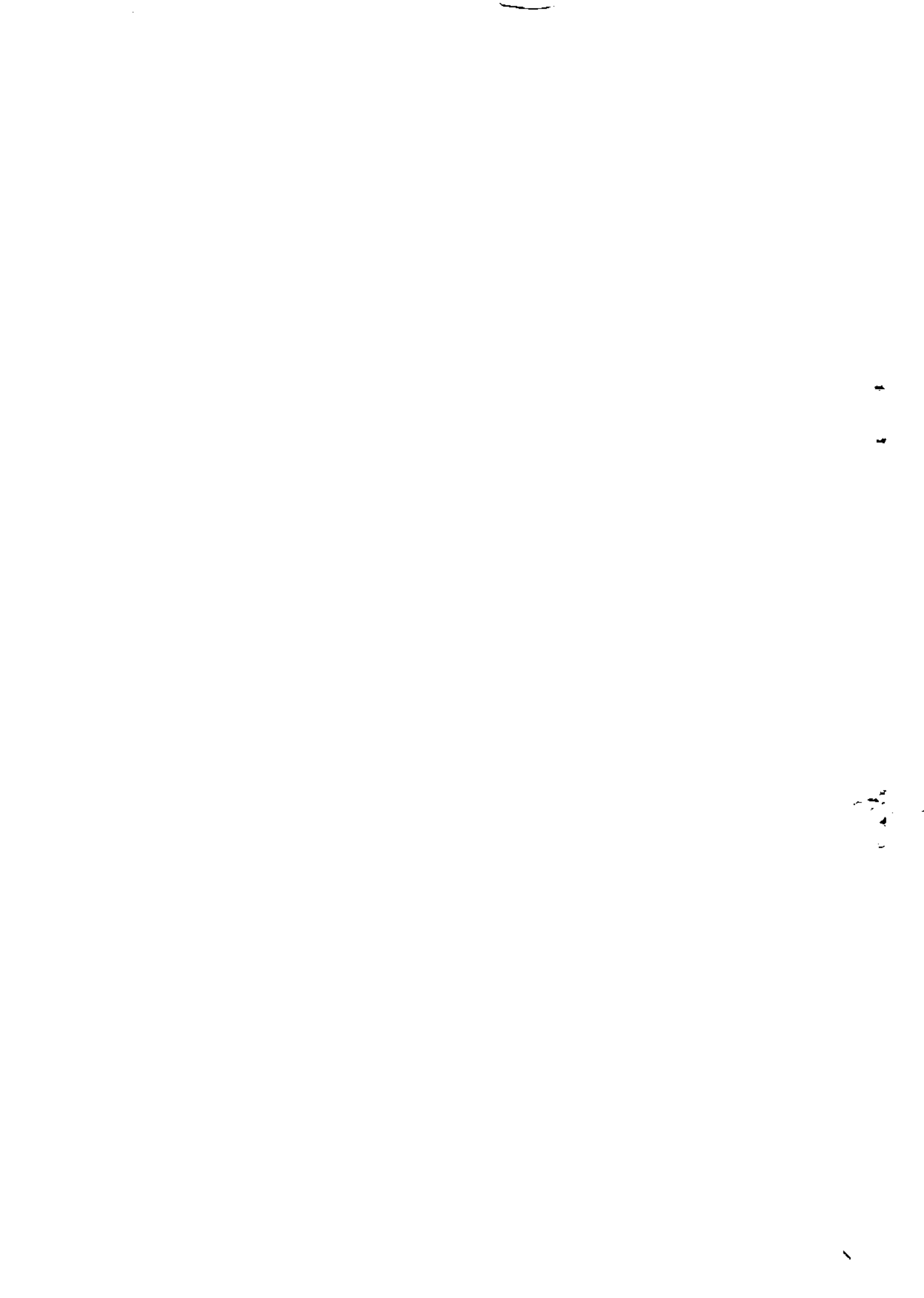
Duration: 3 hours

Date: 11.12.2022 (Sunday)

Time: 9 a.m. to 12 noon

PAPER- III

1. Narrating the scope of Part-VI, Chapter-I and II of the Constitution of India, write an essay on the power of the Executive. (10 marks)
2. Write an essay on the Dicey's view of "Rule of Law". (10 marks)
3. Write an essay on the Union Territories and Tribal Areas within the scope of Article 239 to 241, 244 and 244A of the Constitution of India. (10 marks)
4. Write an essay on right to freedom having regard to tests of reasonable restrictions. (10 marks)
5. Write brief note on any two of the following:- (5x2=10 marks)
 - (a) Landmark judgment on right to privacy as a fundamental right.
 - (b) Doctrine of Election, having due regard to Story's jurisprudence.
 - (c) Law as the practice of Court: Legal Realism as propounded by Salmond.
 - (d) The judicial method of ascertaining/ determining "sources of law" as propounded by G.W. Paton (George Whitecross Paton)
6. Write a judgment on the basis of materials available in the paper-book.
(50 marks, out of which 10 marks is earmarked for the "form of judgment".)



PAPER BOOK

(Part I)

TITLE APPEAL NO.: 10/2014

DISTRICT: KAMRUP(METRO)

M/S Sankardev Commercial Pvt. Ltd.....Appellant/ Plaintiff

Vs

Lakhimi Nagar Mahila Samiti and ORS.....Respondent/ Defendant



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IN THE COURT OF THE DISTRICT JUDGE, KAMRUP
(METRO) AT GUWAHATI

TITLE APPEAL NO. 10 2014

M/S Sankardev Commercial Pvt.
Ltd., a company registered under
the Companies Act, 1956 and
having its registered office at Anil
Nagar, Rajgarh Road, Guwahati
781007 in the district of Kamrup
(Metro), Assam
Ph no. 9435198989

Represented by its director
Khemendra Talukdar, 094015074

APPELLANT

-VERSUS

1. Lakhimi Nagar Mahila Samiti, a
society registered under the
Society Registration Act having
its registered office at
Lakhiminagar, Dispur,
Guwahati-781005 in the district
of Kamrup (Metro), Assam
represented by Smti Subarnalata
Devi.

2. Smti Subarnalata Devi,
Wife of Sri Umesh Sarma,
Resident of Lakhimi Nagar,
Hatigaon, Beltola, Guwahati-
7810__ in the district of
Kamrup (Metro), Assam.

RESPONDENTS

Filed by
Sankardev Commercial
20.5.14

checked
CLP No 530200's paid
Amount debited within time

20/5/14

Sheristadar,
District & Sessions Judge
Kamrup (Metro) Guwahati

Pt no 564/14
dt 21/5/14

3. Sri Debendrapal Das,
Son of late Santapal Das,
Resident of Kahilipara Road,
Jotia, Guwahati-781006 in the
district of Kamrup (Metro),
Assam

4. Sri Bipinpal Das,
Son of late Santapal Das,
Resident of Kahilipara Road,
Jotia, Guwahati-781006 in the
district of Kamrup (Metro),
Assam.

5. Sri Jatindrapal Das,
Son of late Santapal Das,
Resident of Kahilipara Road,
Jotia, Guwahati-781006 in the
district of Kamrup (Metro),
Assam.

6. Sri Satyendrapal Das,
Son of late Santapal Das
Resident of Kahilipara Road,
Jotia, Guwahati-781006 in the
district of Kamrup (Metro),
Assam.

✓ Sri Gobindapal Das,
Son of late Debapal Das,
Resident of Uzan Bazar,
Guwahati 781001 in the district
of Kamrup (Metro), Assam

.....PROFORMA
RESPONDENTS

An appeal under Section 96 of the
Code of Civil Procedure, 1908.

Suit was valued at Rs. 4,05,000/-
and court fee of an amount of Rs.
5281.00 is paid herewith.

MEMORANDUM OF APPEAL FROM ORIGINAL DECREE

Being highly aggrieved by the judgment and decree both dated 20.03.2014 passed by the learned Civil Judge No. 2, Kamrup (Metro) at Guwahati in Title Suit No. 84 of 2003, Your humble appellant abovenamed begs to prefer this appeal on the following amongst other

GROUND S

- i. For that that the learned Civil Judge No. 2, Kamrup (Metro) at Guwahati on misinterpretation of facts and law passed the impugned judgment, as such the same is liable to be set aside.
- ii. For that the learned trial court failed to discuss the evidence in record while deciding the issues.

iii. For that the very basis of deciding the suit by the learned trial court regarding the purchase of the suit land by the plaintiff from Govindapal Das is not based on record as the plaintiff purchased the land from Debendrapal Das and not from Govindapal Das (Ext.5). Apart from the said fact, Title Suit No. 53 of 1999 was instituted against Govindapal Das which was decreed. The whole interpretation of the learned trial court is not in proper appreciation of record, as such the judgment and decree passed by the learned trial court is not tenable in law and liable to be set aside.

iv. For that the case of the plaintiff was that they purchased 3 Kathas 5 Lechas of land from the pattadar Debendra Pal Das through his constituted attorney covered by Dag No. 337 (old)/ 502 (new) of K.P. Patta No. 87 of village Jatia after obtaining necessary sale permission (which is excluded from Ceiling Act). The learned trial court while deciding issue no. 3 narrated the facts holding the plaintiff to have purchased the land from Govindapal Das. Although the trial court mentioned the sale deed as Ext. 5, but failed to look into the said exhibit. The decision on issue no. 3 is vitiated from wrong interpretation and non-consideration of Ext. 5 as such the impugned judgment is liable to be set aside.

v. For that the defendant filed Title Suit No. 53 of 1999 impleading Govindapal Das as the defendant without impleading Debendrapal Das or the plaintiff and the suit land claimed to be 3 Kathas 5 Lechas covered by Dag No. 511 of K.P. Patta No. 86 of village Jatia, which is completely a different plot of land with that of the land of the plaintiff. After obtaining the decree the defendant filed Title Execution case No. 53 of 2002

and tried to execute the decree over the land under possession of the plaintiff. The learned trial court while deciding issue no. 3 completely overlooked the aforesaid positions, as such the decision on issue no. 3 is not tenable in law and liable to be set aside.

vi. For that while deciding issue no. 3, the learned trial court observed that the ceiling case was with regard to the land measuring 7 Bighas 2 Kathas 19 Lechas covered by Dag No. 511 and 502, the learned trial court observed that land of Dag No. 511 is under possession of Debendrapal Das and not the land of Dag No. 502 without considering Ext. 9 and Ext. 10. The learned trial court miserably failed to consider the vital documents filed by the plaintiff with regard to the suit land and on wrong appreciation of record decided issue no.3, as such the decision on issue no. 3 is liable to be set aside and quashed.

vii. For that PW. 1 in his evidence stated that a land Ceiling Case being Case No. 143 of 1983 was started with regard to the land in question. PW1 exhibited Exhibit 28 wherein the Government of Assam by order dated 06.02.2003 set- aside the order of the competent authority dated 06.04.1999. PW1 also exhibited vide Exhibit 29 the order of the Hon'ble High Court dated 31.10.2003 by which order the Hon'ble High Court stayed the order of the government (Ext. 28). The learned Trial Court mentioned Ext. 28 but failed to consider Ext. 29. As such the learned trial court failed to exercise the jurisdiction vested in it in deciding issue no. 3. The decision on the said issue is liable to be set aside.

viii. For that, regarding the decision with regard to the Ext. 31 and the observation that in the absence of proof of any

action initiated by the Commissioner, it follows that the order passed in ULC 148 of 1983 holds good, is not tenable in law as the very basis of the observation that Debendrapal Das is the possessor of Dag No. 511 is beyond the record as well as report of the concerned Revenue Authority. The impugned judgment is not tenable in law and liable to be set aside.

ix. For that the defendant is a stranger to the land of Debendra Pal Das and they are not authorize to question regarding the partition of Debendra Pal Das with the other pattadars. The defendant cannot question whether there was any partition or not, as at any point of time they have not acquired any right over the suit land, which is covered by Dag No. 502. As such the observation of the learned trial court that by not establishing any partition amongst co-pattadars has failed to show that Debvendra Pal Das had sellable interest alone, it cannot be said that the suit land was lawfully conveyed to the plaintiff, is not tenable in law and liable to be set aside.

x. For that, the decision of the learned trial court that the plaintiff has failed to establish its right, title and interest over the suit land is not tenable in law as well as on facts as the learned trial court failed to consider the documents exhibited by the plaintiff as well as the evidence adduced by the plaintiff.

xi. For that learned trial court without discussing anything decided the issue no. IV, issue no. II, Issue nos. I, V and VI. As such decision of the aforesaid issues against the plaintiff is bad in law and liable to be set-aside.


xii. For that the suit is valued at Rs. 4,05,000/- for the purpose of jurisdiction and ad-valorem court fee over that

amount was paid. The decision of the learned trial court that said Court Fee is much below the prevailing rates of ad-valorem fee is not and the observations of the learned trial court and for non payment of Court Fee (although the learned trial court failed to settle what is the required court fee) the suit is not liable to be dismissed. The decision on Issue no. II is not tenable in law and liable to be set aside.

xiii. For that in any view of the matter, the impugned judgment and decree passed by the learned Civil Judge No. 2, Kamrup (Metro) at Guwahati in Title Suit No. 84 of 2003 are highly illegal, the same are liable to be set-aside

It is therefore prayed that Your Honour may be pleased to admit the appeal, call for the records, issue notice on the respondents to show cause as to why the impugned judgment and decree dated 20.03.2014 passed by the learned Civil Judge No.2, Kamrup (Metro) at Guwahati in Title Suit No. 84 of 2003 shall not be set aside and after hearing the causes that may be shown, the appeal may be allowed by the setting aside the judgment dated 20.03.2014.

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



CERTIFICATE

Certified that the above are good grounds of this appeal and I undertake to support them at the time of hearing.

Minakshi Bhattacharjee
Advocate for the appellant.

Date:- 20.5.14

Enclosed:

1. Certified copies of judgment and decree passed by Civil Judge No.2, Kamrup (Metro) at Guwahati in Title Suit No. 84 of 2003.
2. Vakalatnama

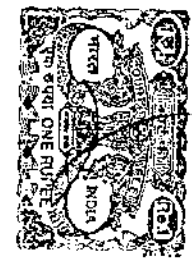


प्रतिनिधि के लिए आवेदन की तारीख Date of application for the copy.	स्टाम्प और फोलियो की अपेक्षित संख्या सूचित करने की तिथित तारीख Date fixed for notifying the requisite number of stamps and folios.	अपेक्षित स्टाम्प और फोलियो देने की तारीख Date of delivery of the requisite stamps and folios.	तारीख, जबकि देने के लिए प्रतिनिधि तैयार थी Date on which the copy was ready for delivery.	आवेदक को प्रतिनिधि देने की तारीख Date of making over the copy to the applicant.
५/५/१४	१/५/१४	१/५/१४	१/५/१४	१/५/१४

Assam Schedule VII, Form No. 132.

HIGH COURT FORM NO. (J) 2

HEADING OF JUDGEMENT IN ORIGINAL SUIT/CASE



District : KAMRUP (METRO)

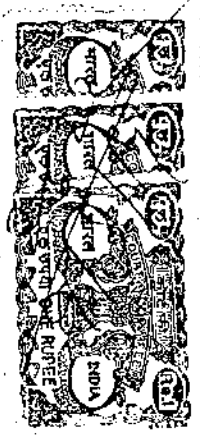
IN THE COURT OF CIVIL JUDGE NO.2, KAMRUP, GUWAHATI

Present : A.J.S.

Thursday, the 20th day of March, 2014



Title Suit No. ~~845~~/2003



Sankardev Commercial Private Limited.....Plaintiff

-Versus-



1. Lakhimi Nagar Mahila Samity
2. Subarnalata Devi.....Defendants
3. Debendra Paul Das
4. Bipinpal Das
5. Jatindrapal Das
6. Satyendrapal Das
7. Gobindopal DasPro-forma Defendants

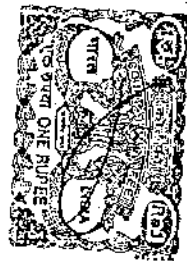
20.3.2014

This suit coming on for final hearing on 20.2.2014 in the presence of-

Sri P. Kalita Learned Counsel for Plaintiff.

Sri S. Meghi.....Learned Counsel for Defendants.

Handwritten signature or mark at the bottom left.



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

JUDGMENT

1. This is a suit filed by the plaintiff company with prayers for declaration of its right, title and interest over the suit land and confirmation of possession of the same along with further prayer for permanent injunction awarding the cost of the suit thereby seeking for furthermore declaration that the decree in T.S. No. 53 of 1999 was obtained by playing fraud upon the court.

2. Plaintiff's suit for seeking the decree and relief are based upon the plaint version, as surfaced upon the record, in brief, is that an area of land measuring 7 Bigha 2 Katha 19 Lecha covered by Dag No. 337(old)/502(new) of the Khiraj Periodic Patta No. 87 of Village Jataia, Mouza Beltola originally belonged to pro-forma defendant no.s 3 to 6 and there was a proceeding under the Urban Land (Ceiling and Regulation) Act, 1976 in respect of land of the said Patta and Dag.

3. According to plaintiff, vide order dated 20.5.1998, in ULC Case No. 101 of 1983, an area of land measuring 3 Katha 5 Lecha, out of afore-stated Dag and Patta, were excluded from the ceiling proceedings and allowed to be retained by the pattadar Debendrapal Das, the pro-forma defendant no.3.

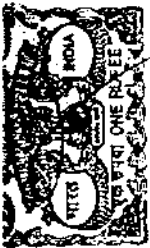
4. Plaintiff company has further averred about purchase of the said area of 3 Katha 5 Lecha, out of the afore-stated Dag and Patta, hereinafter referred to as the suit land; vide Registered Deed No. 3577/1999, executed on 4.6.1999, for valuable consideration from said pro-forma defendant no.3, who had also delivered the possession of same to the plaintiff and accordingly the plaintiff company has been possessing the suit land to the exclusion of all others by recording its name in respect of the same and raising and C.I. Sheet roofed Assam Type House.



20.5.2014
Civil Judge No. 2
Kamrup (Metro) Guwahati

5. Plaintiff has outlined that on 16.1.2003, the defendant no.2, accompanied with Court personnel tried to evict it from the suit land, being informed in connection of execution of decree passed in Title Execution Case No. 53 of 2002, and on query, plaintiff company gathered knowledge that the defendant no.s 1 and 2 obtained the decree in T.S. No. 53 of 1999, against the pro-forma defendant no.3, illegally, attracting the land under the possession of the plaintiff.

6. Plaintiff, further, submitted that the decree so obtained in said T.S. No. 53 of 1999 was by playing fraud on the Court and as such same is not binding upon the plaintiff company. Hence the suit and the reliefs claimed as stated at the outset.



7. Defendant no.1 and 2 contested the suit by laying down written statement and the suit proceeded ex-parte against the pro-forma defendants. The defendants resisted the suit on various law points such as there is no cause of action, the suit is not maintainable and so on and so forth.

8. Contesting defendants denied the averments and the allegations of the plaintiff and inter-alia submitted that by an order dated 20.5.1998, passed in ULC Case No. 101/83, land measuring 3 Katha 5 Lecha, covered by Dag No. 337(old)/502(new) of the Khiraj Periodic Patta No. 87 of Village Jataia, Mouza Beltola, was excluded from ceiling proceedings and allowed to be retained by the pattadar Debendrapal Das and prior to that, the defendants were in occupation of the said land.

9. According to contesting defendants, when they were about to obtain the settlement of the said land, the pro-forma defendant, in collusion with the Revenue Staffs, managed to get the said area of land out of the ceiling proceedings against which the contesting defendants have filed an appeal before the Government and the order of de-ceiling the above land was declared illegal vide order dated 6.2.2003.

10. Contesting defendants, further, submitted that the pro-forma defendant no.7 alone had no right to convey the suit land to the plaintiff company without approval and/or partition with co-pattadars.

2013-2014
Civil Judge No-2
Karnal District, Gwalior

11. The defendant no.s 1 and 2, furthermore, stated that they were forcibly dispossessed by the said Govindapal Das and in order to restoration of their possession, the defendant no.s 1 and 2 have filed T.S. No. 53 of 1999 which was decreed in their favour consequent upon which they initiated T.E. Case No. 53 of 2002 for execution of said decree.

12. The defendants, thus, prayed for dismissal of the suit with costs.

13. Following issues were framed by my Learned Predecessor for the adjudication of the lis:-

Issues

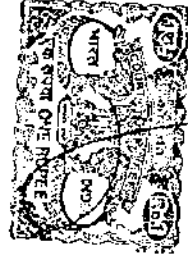
- i) Whether the suit is maintainable in its present form?
- ii) Whether proper Court Fee has been paid by the plaintiff?
- iii) Whether the plaintiff has right, title and interest over the suit land and house?
- iv) Whether the defendant no.s 1 and 2 obtained decree in T.S. No. 53 of 1999 fraudulently and illegally?, If so, whether same is liable to be set aside?
- v) Whether the plaintiff is entitled to get decree as prayed for?
- vi) To what other relief/reliefs the parties are entitled?

14. Both the sides adduced evidence by witnesses and also exhibited documents.

15. In the midway of the suit, the Hon'ble High Court, vide order dated 19.9.2011, passed in C.R.P. No. 319 of 2011, has been pleased to stay the proceedings of this suit and subsequently, vide order dated 14.3.2012, has been further pleased to order to proceed with this suit and accordingly, in compliance, heard argument of learned counsel for

both the plaintiff side as well as defendants side. Perused and considered available materials.

16. DECISION AND REASONS FOR DECISION:



b) Issue No.iii

i) At the outset, I intend to take up the vital issue "Whether the plaintiff has right, title and interest over the suit land and house"?

ii) Upon the pleadings of the plaintiff, it appears that plaintiff company claimed an area of land measuring 7 Bigha 2 Katha 19 Lecha covered by Dag No. 337(old)/502(new) of the Khiraj Periodic Patta No. 87 of Village Jataia, Mouza Beltola originally belonged to pro-forma defendant nos 3 to 6 and plaintiff further claimed that out of the above area of land, an area of 3 Katha 5 lecha was sold to it by the pro-forma defendant no.3, Govindapal Das vide Registered Deed No. 3527/1999, executed on 4.6.1999, marked as Ext-5 in the suit and the plaintiff has also exhibited relevant sale permissions as Ext-7 and 8.

iii) Plaintiff also contended about recording its name in respect of the suit land and payment of land revenues by exhibiting the Jamabandi and land revenue payment receipts.

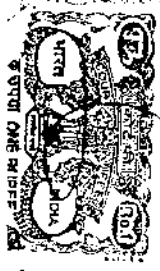
iv) On the other hand, the contesting defendants claimed forcible dispossession of them by Govindapal Das for which they were compelled to initiate T.S. No. 53 of 1999 which was decreed on their favour furthermore claiming that the pro-forma defendant no. 7 has no right to convey the suit land without having partition of the same from the co-pattadar.

v) Upon the materials on case record, appears that initially the alleged suit land was kept out of the purview of ceiling vide order dated 20.5.1998, in U.L.C. Case no. 101 of 1983, certified copy which order was marked as Ext-4 and said order speaks about the petition was moved by Devendrapal Das.

vi) In considering the Ext-9, the copy of the order dated 6.4.1999, passed in U.L.C. No. 143 of 1983, it further appears that the Deputy Commissioner has observed therein that in both the Dag No.s 511 and 502, total area of land found to be 7 Bigha 2 Katha and 19 Lecha but Debendrapal Das was in possession of land of Dag No.511 and not in the land of Dag No. 502 thereby passing a direction to the effect that land record be corrected accordingly.

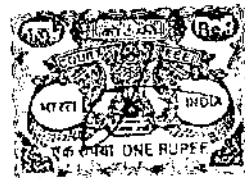
vii) Now, in considering the evidence on the record, it appear that subsequently, the order dated 6.4.1999, passed in U.L.C. Case no. 143 of 1983, was set aside by the Commissioner and Secretary to the Government of Assam, Revenue Department vide another order dated 6.2.2003 and the relevant copy of the order was exhibited by the plaintiff side as Ext-28 and it also appear that consequently, the Hon'ble High Court, vide order dated 10.3.2008, passed in C.R.P. No. 8615 of 2003, copy of which was marked as Ext-31, inter-alia, pleased to observe that said order dated 6.2.2003, of the Commissioner and Secretary to the Government of Assam, Revenue Department, was passed keeping in view the mandate of Urban Land (Ceiling and Regulation Act, 1976) and since the Urban Land (Ceiling and Regulation Act, 1976) has been repealed, as such that matter was remanded to the Commissioner and Secretary to the Government of Assam for passing appropriate order.

viii) Therefore, in such circumstances, in absence of proof of any more action initiated by the Commissioner and Secretary to the Government of Assam vis-a-vis order dated 6.2.2003, it follows that the order passed in U.L.C. Case no. 143 of 1983 holds good and accordingly by virtue of the same, Debendrapal Das being the possessor of land of Dag No. 511 further also holds good and as the recitals of Ext-5 in fact shows that vide the same land of Dag no. 502 was conveyed, accordingly, even without going into the argument offered by the defendants side that the plaintiff by not establishing any partition among co-pattadars has failed to show that Debendrapal Das had saleable interest alone, it cannot be said that the suit land was lawfully conveyed to the plaintiff as same is reflecting of a different Dag than the Dag of land under Devendrapal Das.



20.5.2017
Civil Judge No-2





viii) Accordingly, in the backdrop of above, I am constrained to conclude that the plaintiff has failed to establish its right, title and interest over the suit land and this issue is decided against the plaintiff.

b) Issue No. iv

i) In considering the issue "Whether the defendant nos 1 and 2 obtained decree in T.S. No. 53 of 1999 fraudulently and illegally?, If so, whether same is liable to be set aside" it appears that from the above issue it is ^{noted} that the alleged purchase of suit land by the plaintiff was not found lawful and accordingly, plaintiff company has also failed to establish its right, title and interest over the suit land.

ii) Therefore, in the backdrop of decision in issue no.iii, it cannot be said that the judgment and decree passed in T.S. No. 53 of 1999 was obtained by playing fraud on the court.

iii) Accordingly, present issue is also answered against the plaintiff.

c) Issue No. ii

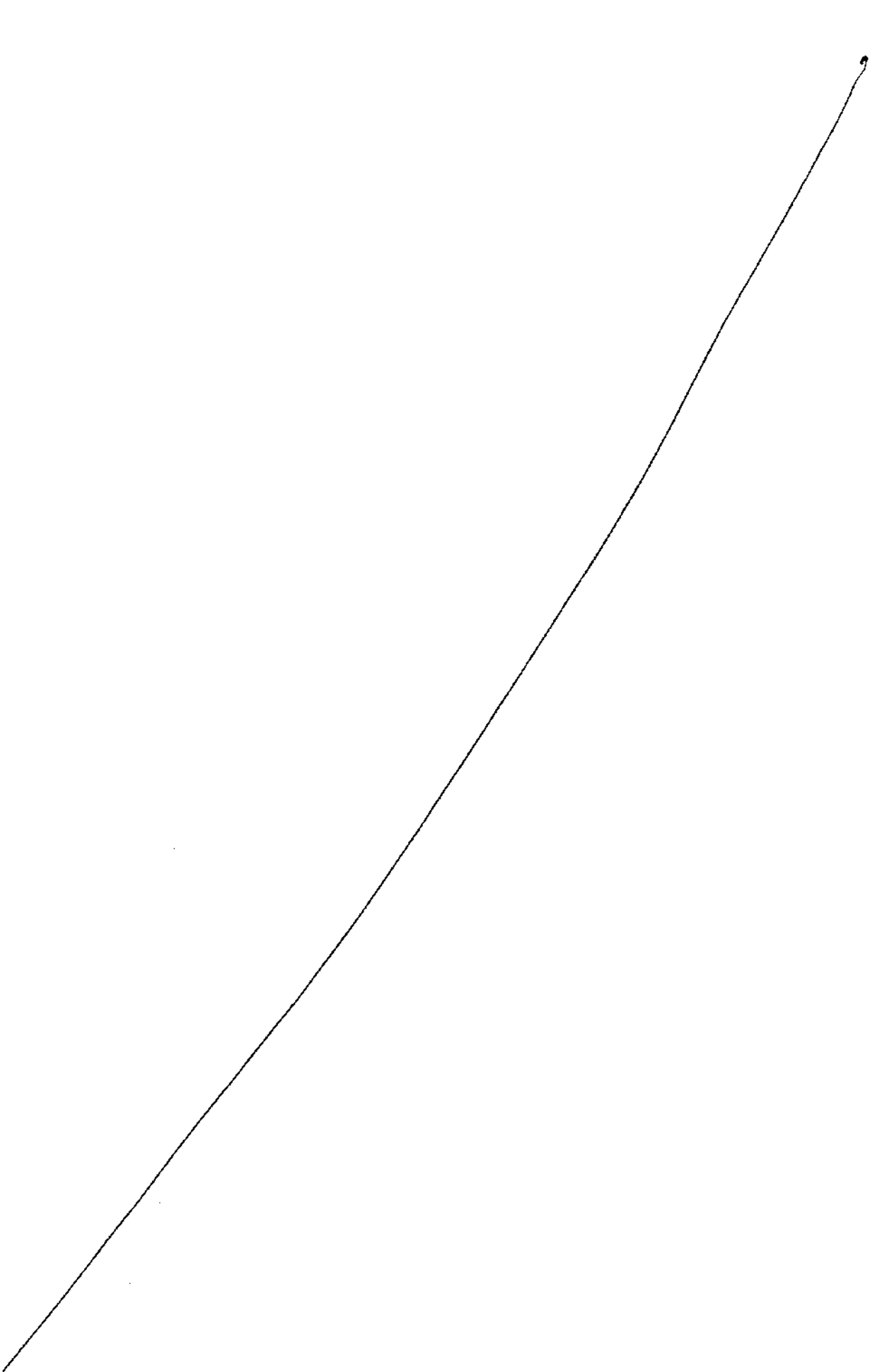
i) As regard the decision of issue no. ii, "Whether proper Court Fee has been paid by the plaintiff", it appears that instant suit being of declaratory nature, the plaintiff is required to value the same as per provision of Section 7(iv)(c) of the Court Fees Act.

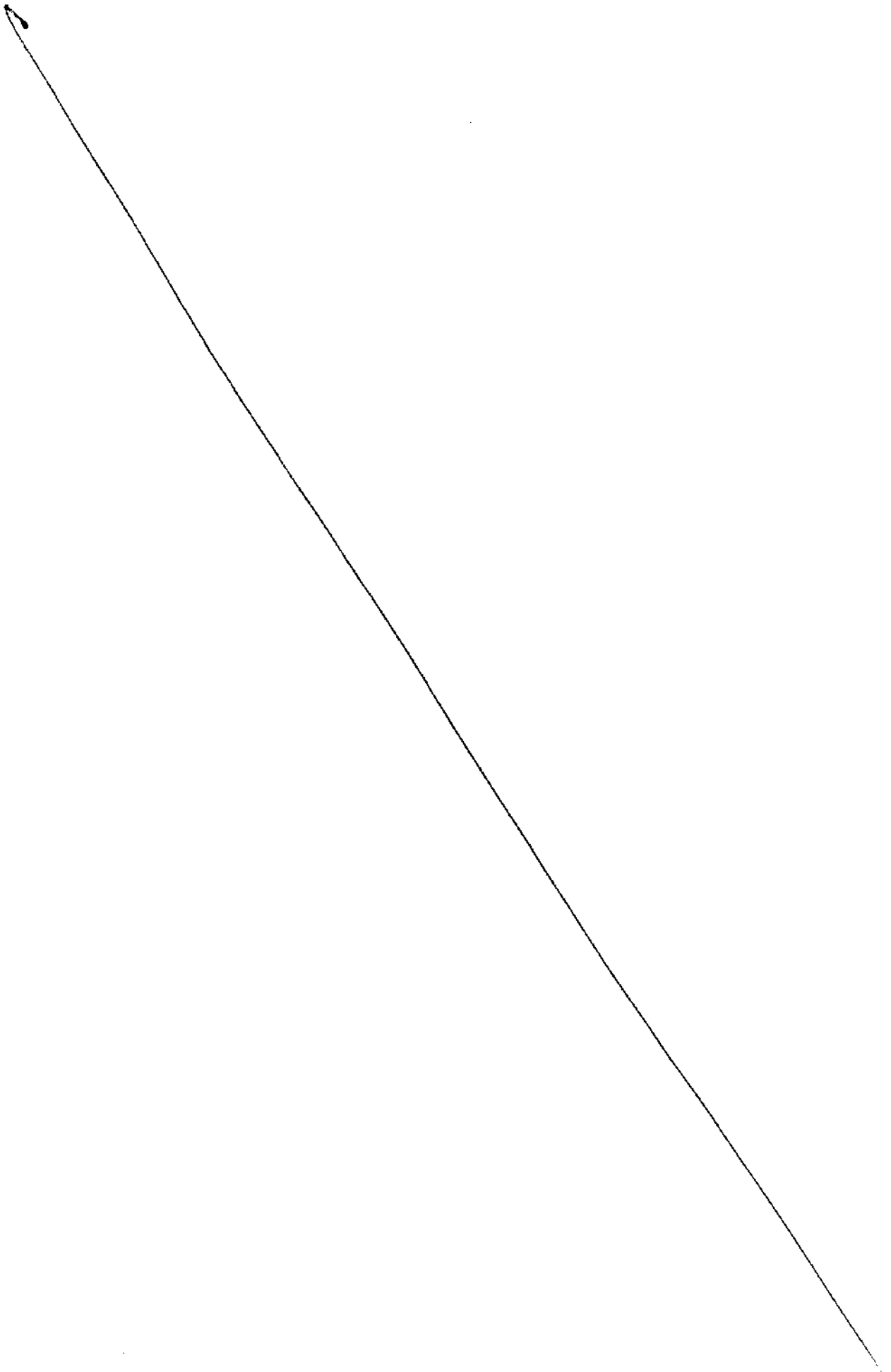
ii) It appears that the plaintiff has though valued the suit for the purpose of jurisdiction and for Court Fees at Rs. 4,05,000/- but only paid Court fees of Rs. 5280.85, which is much below the prevailing rates of Ad velorem Fees in vogue at Assam at that point of time.

iii) Accordingly, the decision of this issue goes against the plaintiff.

d) Issue No. s i, v and vi

i) In the heels of negative decisions in the foregoing issues, in natural consequence, the plaintiff has failed to show that the suit is maintainable and also the plaintiff is not entitled to the decree and/or relief as prayed for.

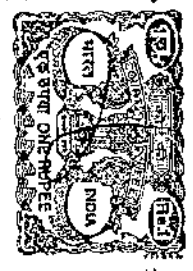




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ii) Issues are answered against the plaintiff accordingly.



17. ORDER

- i) In result, the suit of the plaintiff is dismissed on contest with cost.
- ii) Prepare & decree accordingly within fifteen days.
- iii) Given under the hand and seal of this Court on this the 20th day of March, 2014, at Guwahati.

Civil Judge No-2
Kamrup (Metro) Guwahati

Civil Judge No.2
Kamrup (Metro)
Guwahati



Civil Judge No.2
Kamrup (Metro) Guwahati



Sushil Sarma
9/5/14
Comparing Assistant
Office of the District & Sessions Judge
Kamrup (Metro) Guwahati

Certified to be True Copy
Vasumata Karmy
7/5/14
Sheristadar
District & Sessions Judge
Kamrup (Metro) Guwahati

प्रतिनिधि के लिए आवेदन की तारीख Date of application for the copy.	रखाने 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 प्रतिनिधि तैयार थी Date on which the copy was ready for delivery.	आवेदक को प्रतिनिधि देने की तारीख Date of making over the copy to the applicant.
4/4/14	7/5/14	7/5/14	7/5/14	9/5/14

Assam Schedule VII, Form No. 15B

High Court Form No. (J) 25
DECREE IN ORIGINAL SUIT

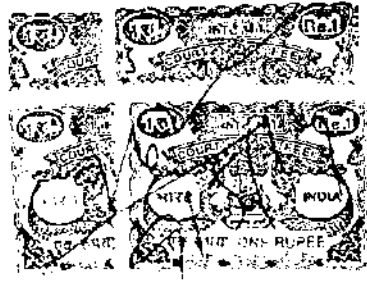
(Order 20, Rules 6 and 7, Code of Civil Procedure)



RICT Kamrup

In the

Court of Civil Judge No. 2. (K) Metro



Title SUIT NO. 84/ OF 2003

Sankardev Commercial Private Limited, a Company registered under the Companies Act 1956 and having its registered office at Anil Nagar, Raygach Link Road, Ghy-7 Dist:- Kamrup.



VERSUS

Plaintiff (s)

- ① Lakhimi Nagar Mahila Samity, a Society registered under the Societies Registration Act, having its registered office at Lakhimi Nagar, Ghy-5 represented by Smt. Subarna Lata Devi.
- ② Smt. Subarna Lata Devi, No. 50, Umesh Sarma R/o Lakhimi Nagar Hatigaon, Murga, Bettolay.

Defendants

- ③ Sri Debendrapal Das, No. (C) Santapal Das, R/o Kanhipara Road, Jaitor.
- ④ Sri Bipin pal Das, No. (C) Santapal Das, R/o Kanhipara Road, Jaitor.
- ⑤ Sri Jatindrapal Das, No. - do. - R/o - do.
- ⑥ Sri Satyendrapal Das, No. - do. - R/o - do.
- ⑦ Sri Gobindpal Das, No. (C) Debapal Das, R/o Uzanbazar, Ghy. - do.



CLAIM for

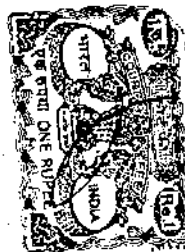
Declaration, Confirmation of possession and for permanent injunction.

Proforma Defendant (s)

Suit is valued at Rs. 4,05,000/-

C.F. No. Paid of Rs. 5281/-

✓



This suit coming on this day for final disposal before
in the presence of



and of:

Sw S. M. S.



It is ordered and decreed that
with costs

Civil Judge No. 3
Kamrup (Metro) Guwahati



Schedule

Land measuring 3 Kathas ³ 5 L. Covered by Dag No. 337 (old) 502 (New) of K.P. Patta No. 87 of village Sotia under Bettola Mouza - P.S. - Dispur together with an Assam Type house consisting of two rooms with C.I. Sheet roof with brick walls. The land is surrounded by a boundary brick wall. The four boundaries of the aforesaid land are:

- North - Nagen Kalyan
- South - Sr. Biren Saha's land and
- East - Bhagya Palikar's land and
- West - ~~_____~~ Road

The aforesaid land and house are in holding No. 10062 of Gaurhat, Municipal Corporation.



and that the sum of Rs. 10062/- be paid by the Plaintiff

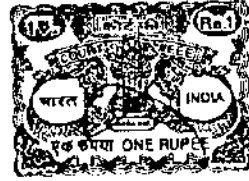
to the

on account of the costs of this suit, with interest thereon at the rate of _____ percent per annum from this date of realisation.

Given under my hand and the seal of this Court this _____ day of March 2014

Civil Judge No. 2
Kamrup (Metro) Guwahati

N.B. - The Judge shall make an autograph with the date, month and year on which the decree is made and initial the corrections, or alterations, if any.



Cost of Suit

Plaintiff	Rs.	P.	Defendant	Rs.	P.
1. Stamp for plaint	5281	00	1. Stamp for power	2	00
2. Stamp for power	2	00	2. Stamp for petitions and affidavits	10	00
3. Stamp for petitions and affidavits	10	00	3. Cost of exhibits including copies made under the Bankers' Books Evidence Act, 1891.		
4. Cost of exhibits including copies made under the Bankers' Books Evidence Act, 1891.			4. Pleader's fee	10,000	00
5. Pleader's fee on Rs.	10,000	00	5. Subsistence and travelling allowances of witnesses (including those of party if allowed by Judge)		
6. Subsistence and travelling allowances of witnesses (including those of party if allowed by Judge)			6. Process fees	4	00
7. Process fees			7. Commissioner's fees		
8. Commissioner's fees			8. Demi-paper	15	00
9. Demi-paper			9. Cost of transmission of records		
10. Cost of transmission of records			10. Other costs allowed under the Code of Civil Rules and Orders		
11. Other costs allowed under the Code and Civil Rules and Orders			11. Adournment costs not paid in cash (to be added or deducted as the case may be)		
12. Adournment costs not paid in cash (to be added or deducted as the case may be)					
TOTAL	15,396	00	TOTAL	10,002	00



Note 1. - The parties should apply as soon as possible, for the return of all exhibits which they may wish to preserve as they will be destroyed at that time prescribed by the High Court Rule 557 of the Civil Rules and Orders, Vol. 1)

Note 2. - The above note or the schedule of Costs shall be penned through if there are no exhibits for return or no costs in favour of any party. [See Note-1 to rule 486 of Civil Rules and Orders, Vol. 1]

[Signature]
 Competing Assistant
 Office of the District & Sessions Judge
 Raigarh (Metro) Guwahati

[Signature]
 District & Sessions Judge
 Raigarh (Metro) Guwahati

F. Call by
SANKARDEV COMMERCIAL (P) LTD.
Khemendra Chakrabarti
Through -
Managing Director,

J.K. Parayilo
Advocate for the Plaintiff
31-03-03

IN THE COURT OF THE CIVIL JUDGE (SENIOR DIVISION) NO. I
AT GUWAHATI.

TITLE SUIT NO. 84 OF 2003.

Sankardev Commercial Private Limited,
a Company registered under the Compa-
nies Act, 1956 and having its regis-
tered office at Anil Nagar, Rajgarh
Link Road, Guwahati- 781007,
District : Kamrup.



... PLAINTIFF.

-VS-

1. Lakhmi Nagar Mahila Samity,
a Society registered under the
Societies Registration Act having
its registered office at Lakhmi-
nagar, Dispur, Guwahati- 781005,
District Kamrup and represented
by Smti. Subarnalata Devi.
2. Smti. Subarnalata Devi,
wife of Sri Umesh Sa Rna,
resident of Lakhmi Nagar,

contd....

SANKARDEV COMMERCIAL (P) LTD.
Manmohan Sahasrabudhe
Managing Director.

- 2 -

Hatigaon, Mouza Beltola,
Gaubati, District Kamrup.

... DEFENDANTS.

- 3. Sri Debendrapal Das,
son of Late Santapal Das,
resident of Kahilipara Road,
Jatia, Gauhati- 781006,
District : Kamrup.
- 4. Sri Bipinpal Das,
son of Late Santapal Das,
resident of Kahilipara Road,
Jatia, Gauhati- 6,
District Kamrup.
- 5. Sri Jatindrapal Das,
son of Late Santapal Das,
resident of Kahilipara Road,
Jatia, Gauhati- 6,
District Kamrup.
- 6. Sri Satyendrapal Das,
son of Late Santapal Das,
resident of Kahilipara Road,
Jatia, Gauhati- 6,
District : Kamrup.

contd....

- 3 -

7. Sri Gobindopal Das,
 son of Late Debopal Das,
 resident of Uzan Bazar,
 Guwahati- 781001, District Kamrup.

SANKARDEV COMMERCIAL (P) LTD.
Kauninda Debopda
 Managing Director.

...PRO FORMA DEFENDANTS.

Suit for declaration ; confirmation
 of possession and for permanent injunc-
 tion.

Suit valued at Rs. 4,05,000/- for the
 purpose of jurisdiction and court fee.
 For permanent injunction, the suit is
 valued at Rs.100/- and advalorem court
 fee of Rs.11/- has been paid. For the
 declaratory relief the plaintiff has
 paid fixed court fee of Rs. 22/- separa-
 tely.

The abovenamed humble plaintiff -

MOST RESPECTFULLY BEGS TO STATE AS FOLLOWS :

1. That the plaintiff M/S. Sankardev Commer-
 cial Pvt. Limited is a company registered under
 the Companies Act, 1956 having its registered
 office at Anil Nagar, Rajgarh Link Road, Guwaha-
 ti- 781007, P.S. Gaetanagar, mouza Baitola in
 the district of Kamrup. In this Suit the plaintiff
 company is duly represented by its Managing Director

SANKARDEV COMMERCIAL (P) LTD
Khanindra Talukdar
Managing Director

- 4 -

Shri Khanindra Talukdar, son of Late Rajen Chandra Talukdar, resident of Anil Nagar, Rajgarh Link Road, P.S. Gestanagar in the district of Kamrup, Assam.

2. That land measuring 7 Bighas 2 Kathas 19 lechas covered by Dag No. 337(old)/502(new) of Kheraj Periodic patta No. 87 situated at village Jatia under Beltola mouza originally belonged jointly to the proforma defendant Nos. 3 to 6 Shri Debendrapal Das, Bipinpal Das, Jatindrapal Das and Satyendrapal Das, all sons of Late Santapal Das.

3. That there was a proceeding under the Urban Land (Ceiling and Regulation) Act, 1976 in respect of the land covered by Dag No. 337((old)/502(new) of K.F. Patta No. 87 situated at village Jatia under Beltola mouza. However, by an order dated 20.3.98 passed by the Competent authority under the aforesaid Act, in ULC Case No. 101 of 1983 land measuring 3(three) kathas 5(five) lechas covered by the aforesaid Dag and Patta No. were excluded from the ceiling proceeding and allowed to be retained by the pattadar Shri Debendrapal Das (Proforma Defendant No. 3.).

4. That by a registered deed of sale bearing No. 3527 of 1999 executed on 4.6.99, the abovenamed Pattadar Sri Debendrapal Das (Proforma Defendant No. 3) sold and delivered possession of the aforesaid 3

contd...

- 5 -

Kathas 5 lechas of land covered by Dag No. 337(old) /502(new) of Kheraj Periodic patta No. 87 situated at village Jatia, mouza Beltola to the plaintiff company for valuable consideration of Rs. 4,05,000/- (Rupees four lacs five thousand) by metes and bounds. Soon after the execution of the aforesaid sale deed, the vendor Sri Debendra Pal Das delivered possession of the aforesaid land to the plaintiff. It is pertinent to state here that before execution of the registered sale deed the vendor obtained sale permission from the competent authority bearing Sale permission No. KR.1/99/462 dated 24.5.99. The description of the land which the plaintiff company has been possessing since the date of purchase i.e. 4.6.99 has been given in detail in the Schedule below, hereinafter referred to as "the suit land".

A copy of the aforesaid sale deed has been filed separately as plaintiff's Document No.1.

5. That earlier there was a partition case amongst the plaintiff's Vendor Sri Debendrapal Das and the other pattidars in which the respective shares of the individual pattidars were allotted. In the final allotment of shares there was a mistake committed in respect of numbering the dags under possession of each of the pattidars in the concerned map of village Jatia in which the suit land is situated. The said

contd...

- 6 -

mistake upon being detected, the Deputy Commissioner, Kamarup-Competent Authority, Gauhati under the Urban Land (Ceiling and Regulation) Act, 1976 upon hearing the Pattadars and on perusal of the connected land records and report, by order dated 6.4.99 passed in ULC Case Nos. 143/83 and 101/83 directed the Settlement Officer, Kamarup, Gauhati to correct the map by means of interchanging the numbering of Dag Nos. 502 and 511 and accordingly the map and other Land Revenue Records of village Jatia, mouza Beltola were duly corrected.

A copy of the aforesaid order dated 6.4.99 has been filed separately as plaintiffs Document - 2.

6. That after purchasing the suit land described in the Schedule below, the plaintiff company in the year 1999 raised an Assam type house consisting of two rooms with C.I. Sheet roof with brick walls. The said house is connected with the electricity from the Assam State Electricity Board and the said house is being used as a residential quarters of the employee of the plaintiff company and the said land is well demarcated by boundary brick walls. The plaintiff company has all along been possessing the suit land together with the house standing thereon uninterruptedly since 4.6.99 till this date. The said land and house has been more fully described in the schedule below, hereinafter referred to as "the suit property".

contd...

SANKARDEV COMMERCIAL (P) LTD.
Khawindra Sakshobh
 Managing Director

SANKARDEY COMMERCIAL (P) LTD.
Khandra Sahakar
 Managing Director

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7. That during the current Re-settlement operation of Gauhati the aforesaid suit land measuring 3 Kathas 5 Lechas has been included in Dag No. 1681(new) of Kheraj Periodic patta No. 739(new) and the name of the plaintiff company has been duly recorded in the Revenue Records by right of purchase and possession. The plaintiff company has also paid up-to-date land revenue in respect of the suit land described in the Schedule below.

A copy of the Land revenue receipt has been filed separately as Plaintiff's Document No. 3.

8. That the aforesaid suit land and the house of the plaintiff company together forming the suit property has been duly assessed as Holding No. 217B of Ward No. 59 of the Gauhati Municipal Corporation. The Plaintiff has also paid up-to-date Municipal Taxes in respect of the aforesaid Holding.

Copies of Municipal Tax receipts have been filed separately as plaintiff's document Nos. 4, 5 and 6.

9. That while the plaintiff company has been in peaceful possession of the aforesaid suit property on 16.1.03 in purported execution of a writ of delivery

contd...

- 5 -

of possession issued by the Court of learned Civil Judge (Junior Division) NO. 2 in Title Execution Case No. 53 of 2002 a Process Server from the Civil Nazarat, Guwahati being accompanied by the abovenamed defendant No. 2 and some other persons went to the suit property described in the Schedule below and wanted to take forcible possession of the suit property by evicting the plaintiff's employee and his family member to which the plaintiff's employee offered resistance.

10. That the plaintiff company was shocked and surprised on hearing about the attempted execution of a decree as never at any time there was any suit instituted against the plaintiff company by anybody in respect of the suit land described in the Schedule below. The plaintiff company through its Managing Director made a thorough enquiry in the court of learned Civil Judge (Junior Division) NO.2, Guwahati and during the course of such enquiry the plaintiff company came to know that the abovenamed defendant Nos. 1 and 2 as joint plaintiffs instituted a Title Suit bearing No. 53 of 1999 purportedly under Section 6 of the Specific Relief Act against one Sri Gobindopal Das (Proforma Defendant No.7) seeking a decree of recovery of possession by evicting the said Proforma Defendant, for permanent injunction restraining the said Gobindopal Das, his men etc. and also for other reliefs. The petitioner company also came to know that in the said Title Suit No. 53 of 1999, the abovenamed defendant Nos. 1 and 2 had shown the suit

contd...

BANKARDEY COMMERCIAL (P) LTD
 Charanda Pathak,
 Managing Director

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PRANKARDEV COMMERCIAL (P) LTD.
Khandu Lalit
 Managing Director

land of the aforesaid Title Suit No. 53 of 1999 by deliberately changing the Dag No. and the patta No. The land which the defendant Nos. 1 and 2 had shown as the suit land in Title Suit No. 53 of 1999 was described as follows :

• Land measuring OB-3K-5L covered by Dag No. 511 K.P. Patta No. 86 village Jatia, mouza Beltola, Guwahati, District Kamrup, since having acquired by the State Government under Section 10(5) of the Urban Land (Ceiling and Regulations) Act, 1976.

Bounded by :-

On the North : Pucca Wall

On the South : Biren Saikia's land,

On the East : Bhagya Talukdar's land,

On the West : Road."

It is pertinent to mention here that the boundaries which have been given above by the defendant Nos. 1 and 2 in the said Title Suit No. 53 of 1999 is plaintiff's land covered by Dag No. 502(new) of K.P. Patta No. 87 of village Jatia, mouza Beltola and the same has all along been under the plaintiff company's exclusive title and possession but the abovesaid defendant Nos. 1 and 2 fraudulently claimed the same to be under their possession and by making false statements set only in the plaint but also in the depositions given before the court managed to obtain a decree not only by misleading the said court but also by practising fraud upon the said court. It would

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SANKARDEY COMMERCIAL (P) LTD
Ravindra Jalubdar
 Managing Director
Ravindra

be evident from the above description that the abovesaid defendant Nos. 1 and 2 who were aware about the inter-change in the numbering of the dag Nos. and correction of the concerned map of village Jatia pursuant to the order dated 6.4.99 passed by the Deputy Commissioner, Karmur-um-Compotent Authority in U.L.C. Case Nos. 143/83 and 101/83 deliberately quoted the wrong dag No. and patta No. in respect of the suit land as as to falsely claim the plaintiff's suit land to have been acquired by the Govt. under the Urban Land (Ceiling and Regulation) Act, 1976.

Copies of the plaint and the decree passed in the aforesaid Title Suit No. 53 of 1999 have been filed separately as Plaintiff's Document Nos. 7 and 8 respectively.

11. That the plaintiff company obtained certified copies of the plaint and concerned documents of the aforesaid Title Suit No. 53 of 1999. It appears from the statements made in the plaint that the defendant Nos. 1 and 2 claim the suit land to be covered by Dag No. 511 which they also claim to have been acquired by the Govt. under the ULC Case No. 143 of 1983. It is also revealed from the statements made in the plaint filed in Title Suit No. 53 of 1999 that the same contained false and misleading statements. In the said Title Suit neither the plaintiff company nor its vendor Shri

contd...

BANKARDEY COMMERCIAL (P) LTD
Ramesh Chandra Baburao
Managing Director

Debendrapal Das (Proforma Defendant No. 3) was made a party defendant. The said Title Suit was decreed on 4.9.2002 and the decree passed therein was signed on 13.9.2002.

12. That the abovenamed defendant Nos. 1 and 2 as Joint plaintiffs of Title Suit No. 53 of 1999 practised fraud upon the learned Civil Judge (Junior Divn) No. 2, Gauhati not only by making deliberate false and misleading statements in the plaint but also in the depositions given before the said court. They also deliberately avoided the plaintiff company and its vendor Sri Debendrapal Das from being impleaded as defendants in the aforesaid suit and by giving different dag No. and patta No. and also by practising such fraud, the abovenamed defendants obtained a fraudulent decree from the said court in Title Suit No. 53 of 2002 and by filing Title Execution Case No. 53 of 2002 the abovenoted defendants No. 1 and 2 have sought to evict the plaintiff company from the suit property of which the plaintiff company has been in occupation on the strength of its own lawful right, title and possession.

13. That the suit land included in the suit property described in the schedule below is under the exclusive right, title and possession of the plaintiff company and the same was never acquired by the Govt. under the Urban Land (Ceiling and Regulation)

contd...

SANKARDEV COMMERCIAL (P) LTD
Kharanda Jalukda
Managing Director

Act, 1976 or under any other law. But the fraudulent decree obtained by the defendant Nos. 1 and 2 in the aforesaid Title Suit No. 53 of 1999 have clouded the plaintiff's title over the suit property described in the Schedule below and as such the plaintiff has been compelled to institute this suit seeking a declaration of its right, title and interest over the suit property described in the Schedule below together with a further declaration that the decree obtained by the Defendant Nos. 1 and 2 in Title suit No. 53 of 1999 is fraudulent, illegal, not binding on the plaintiff and liable to be set aside.

14. That the plaintiff begs to state that the defendant Nos. 1 and 2 have or had no manner of right, title, interest or possession over any part of the land contained in the suit property described in the Schedule below. The suit land described in the Schedule below has all along been in possession of the plaintiff company since the date of its purchase on 4.6.99 in the manner as laid down in detail in the foregoing paragraphs. The defendant Nos. 1 and 2, their agents, assigns and anybody claiming under them have no right to interfere in any manner the plaintiff's possession over the suit property. Therefore, the plaintiff also claims to be entitled to a decree of permanent injunction restraining the defendant No. 1 and 2, their members,

contd...

BANKARDEV COMMERCIAL (P) LTD.
Kharindra Jethalal
 Managing Director

- 13 -

Office-bearers, agents, employees, assigns from executing the decree obtained by them in Title Suit No. 53 of 1999 against the plaintiff in respect of the suit property described in the Schedule below and also restraining them from interfering in any manner the plaintiffs possession over the suit property described in the Schedule below.

15. That the plaintiff begs to state that it has filed an application under Order 21 Rule 97 C.P.C. in the aforesaid Title Execution Case No. 53 of 2002 in the court of the learned Civil Judge (Junior Division) No. 2, Gwahati. The said application registered as Miscellaneous Case No. 26 of 2003 is pending disposal before the said learned Court. The present suit as well as the said Misc. Case No. 26 of 2003 ought to be jointly tried and decided by one and the same court to avoid conflict of decisions and also on ground of convenience.

16. That the cause of action for the suit arose at Gwahati within the jurisdiction of this Hon'ble Court on 4.9.2002, 13.9.2002, 16.1.03 and on other date and dates.

17. That for the purpose of jurisdiction the suit is valued at Rs. 4,05,000/- which is the market value of the suit property and ad-valorem court fee has

contd...

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been paid thereon for the decree of possession. For permanent injunction, the suit is valued at Rs. 100/- and advalorem court fee of Rs. 11/- has been paid thereon. The plaintiff has paid fixed court fee of Rs. 22/- for the declarations sought for.

18. That the defendant Nos. 3 to 7 have been impleaded in the suit as the proforma defendants as the suit should be decided in their presence. The plaintiff seeks no relief against them but if they or any one of them contests the plaintiff's claim then in that case the plaintiff reserves the right to treat him or them as main defendants in which case decrees may be passed against them also.

The Plaintiff, therefore, prays that Your honour would be pleased to pass -

- i) a declaratory decree declaring the right, title and interest of the plaintiff over the suit property described in the schedule below ;
- ii) a declaratory decree declaring that the decree obtained by the defendant Nos. 1 and 2 in Title Suit No. 53 of 1999 is fraudulent, illegal and not binding on the plaintiff and liable to set aside ;

contd...

BALKARDEV COMMERCIAL (P) LTD.
Kavindra Salubdar
 Managing Director

- 15 -

- iii) a decree for confirmation of the plaintiff's possession over the suit property ;
- iv) a decree of permanent injunction restraining the defendant Nos. 1 and 2, their members, office-bearers agents, servants, assigns from executing the decree passed in Title Suit No. 53 of 1999 against the plaintiff and in respect of the suit property described in the Schedule below and also restraining each of them from interfering in any manner the plaintiff's possession over the suit property described in the Schedule below ;
- v) decree costs of the suit ; and
- vi) decree any other relief or reliefs to which the plaintiff is deemed entitled to under the law and equity ;

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

...schedule

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BANARDEY COMMERCIAL (P)
 Ravindra Talukdar
 Managing Director

SCHEDULE

(Description of the Sait property)

Land measuring 3 ^{Kachas} 5 Lechas covered by
 Dag No. 337(old)/502(new) of K.P. Patta No. 87
 of village Jatia under Beltola mouza P.S. Dispur,
 District Kamrup together with an Assam type house
 consisting of two rooms with C. I. Sheet roof with
 brick walls. The land is surrounded by a
 boundary brick wall. The four boundaries of the
 aforesaid Land are :-

On the North : Nagan Kalita,

On the South : Dr. Biren Saikia's land and house,

On the East : Bhagya Talukdar's land and house,

On the West : 21' wide Road.

The aforesaid land and house are included in Holding
 No. 2178 of Ward No. 59 of the Gashati Municipal
 Corporation.

....Verification.

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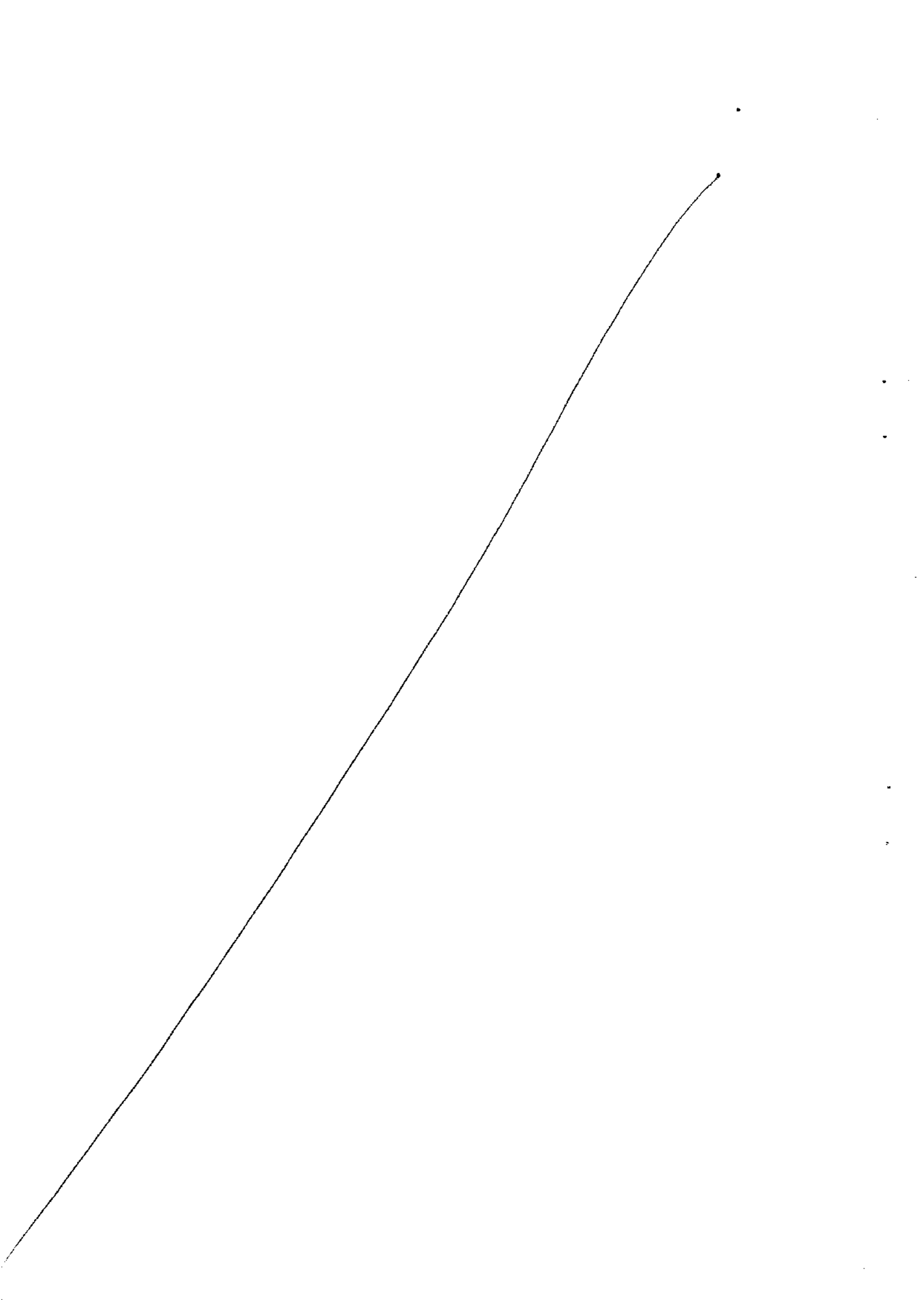
VERIFICATION

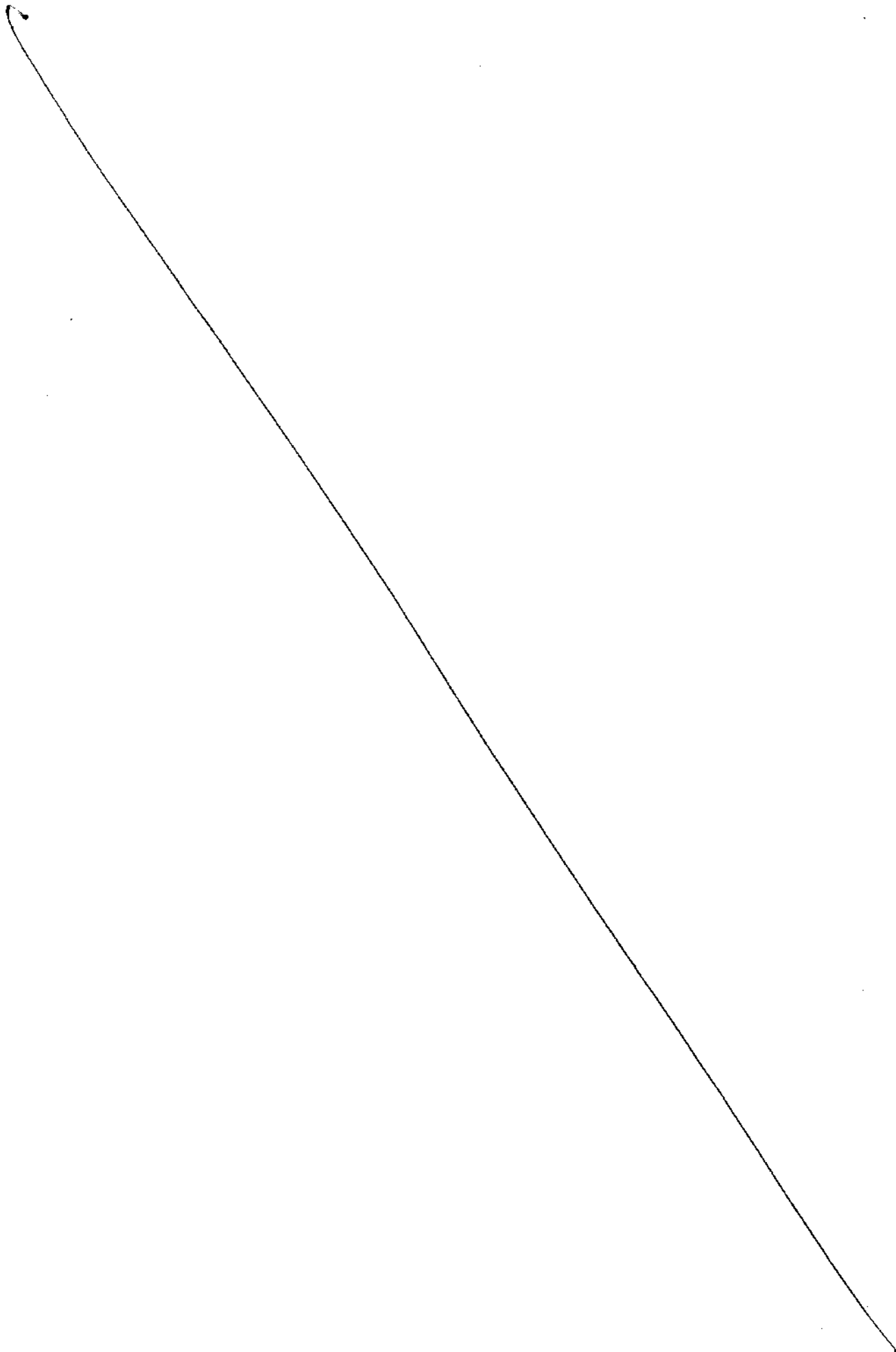
I, Phanindra Talukdar, son of Late Rajen Chandra Talukdar, resident of Anil Nagar, Rajgarh Link Road, Gwahati- 781007, District Kamrup, do hereby solemnly affirm and declare that I am the Managing Director of the Plaintiff company and as such competent to sign and verify pleadings on behalf of the Plaintiff company. I affirm and declare that the statements made in paragraphs 1 to 18 are true to my knowledge and belief.

Signed this Verification on this th day of
March, 2003 at Gwahati.

BANKANDY COMMERCIAL (P) LTD.
Phanindra Talukdar
Signature Managing Director.

...Affidavit.





AFFIDAVIT

I, Phanindra Talukdar, son of Late Rajen Chandra Talukdar, aged about 32 years by Daste Hindu by occupation business, resident of Anil Nagar, Rajgarh Link Road, Gauhati- 7 in the district Kamrup do hereby solemnly affirm and declare as follows :-

1. That I am the Managing Director of the Plaintiff company and as such competent to swear this Affidavit. I am also acquainted with the facts and circumstances of the case.

This is true to my knowledge.

2. That the statements made in paras are true to my knowledge those in paragraphs are true to my knowledge derived from records and rests are my humble submissions before this Hon'ble Court.

Signed this Affidavit on this th day of March, 2003 at Gauhati.

Identified by me;

SANKARDEV COMMERCIAL (P) LTD.
Phanindra Talukdar
Deponent Managing-Director.

Advocate's Clerk.

Civil Judge No-2
Kamrup (Metro) Guwahati

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

Sub-manalata Devi
Filed by
Ranjit Kumar
Advocate
12/7

T.S. No. 84/03.

Sankardev Commercial Pvt.Ltd:
... Plaintiff.

- Vs -

Lakhimi Nagar Mahila Samity & Ors.
... Defendants.

Written statements of defendant
No.1 & 2.

Most Respectfully Sheweth :

1. That, the suit is not maintainable in its present form in view of the Misc(J) Case No. 26/03 arising out of T.Ex-53/02 which was pending in the court of Civil Judge (Jr.Div.) No.2 but was transferred to this Hon'ble Court, where the claim of the plaintiff is identical to this present suit and as such the suit is hit by Section 10 of the C.P.C.

2. That, the plaintiff seeking consequential relief along with the declaration is liable to pay court fee as per provisions laid down in Section 7(IV) (C) of the Court fee Act and that having not been done, the suit is liable to be rejected.

or

Contd...2/-

*Received Copy
Kishor Kumar
Advocate
Jantia Plaintiff*

- 2 -

3. That, there is no cause of action for the suit in as much as, the plaintiff has already filed an application u/o 21 rule 97 C.P.C. against the execution of a decree obtained by the answering defendant u/s 6 of the Specific Relief Act and that matter having been pending for disposal, there no any fresh cause of action for the plaintiff to file this suit and as such the suit is liable to be dismissed.

4. That, there is no cause of action for the suit and the cause of action as shown in paragraph-16 of the plaint has not been properly explained and the plaintiff failed to disclose the actual cause of action for the suit and as such the suit is liable to be rejected.

5. That, save and except what has been specifically admitted, the rests of the averments made by the plaintiff in his plaint are deemed to be denied by the answering defendants.

6. That, the statements made in paragraph-1 of the plaint that M/s; Sankardev Commercial Pvt., Ltd is a Company registered under the Companies Act 1956, having its registered office at Anil Nagar, Rajgarh link Road, Guwahati-7, Mouza-Beltola in the district of Kamrup and the plaintiff company is duly represented by its Managing Director, Sri Khanendra Talukdar, S/O Late Rajen Ch; Talukdar, resident of Anil Nagar, Rajgarh Link Road, etc. are completely denied by the answering defendant and the plaintiff is put to strictest proof thereof.



Contd....3/-

7. That, it is also not admitted by the answering defendant that land measuring 7 Bighas 2 Kathas 19 Lechas covered by Dag No. 337(Old)/502(New) of K.P.Patta No.87 situated at village Jatia under Baltola mouza originally belong jointly to the proforma defendant no.3 to 6, Sri Debendrapal Das, Bipinpal Das, Jatindrapal Das and Satyandrapal Das, all are sons of late Santapal Das, as has been stated in paragraph-2 of the plaint.

8. That, with regard to the statements made in paragraph-3 of the plaint it is stated that by an order dt. 20-5-98 passed by the competent authority under the aforesaid Act, in ULC Case No. 101/83, land measuring 3 Katha 5 Lechas covered by the aforesaid Dag and patta no. were excluded from the ceiling proceeding and allowed to be retained by the pattadar Sri Debendrapal Das and in this connection it is also stated that the answering defendant was in occupation of the land prior to the land was acquired by the Government under the Ceiling Act and when the answering defendant was about to obtain settlement of the land, the defendant no.7 in collusion with the revenue staff, managed to exclude the said land from the Ceiling proceeding against which the answering defendant filed an appeal before the government and the order of the Deputy Commissioner retaining the Ceiling land back to the owner was declared illegal by order dt. 6.2.03 ^{by the Government} passed ~~in ULC Case No.~~

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Contd....4/-

- 4 -

9. That, the statements made in paragraph-4 of the plaint that by a registered deed of sale bearing No. 3527 of 1999 executed on 4-6-99, the abovenamed pattadar Sri Debendrapal Das sold and delivered possession of the aforesaid 3 Katha 5 Lechas of land covered by Dag No. 337(Old)/502(New) of Kheraj Periodic patta No. 87 situated at village-Jatia in Beltola mouza to the plaintiff company for valuable consideration of Rs. 4,05,000/- by metes and bounds and that soon after the execution of the sale deed the vendor Sri Debendrapal Das delivered possession of the aforesaid land in the plaintiff and that before execution of the sale deed the vendor obtained sale permission from the competent authority bearing sale permission No:KR 1/99/462 dt. 24-5-99 and that the description of the land which the plaintiff company has been possessing since the date of purchase etc.etc. are completely denied by the answering defendants. In this connection it is to be stated that the patta comprises of 7 Bighas 2 katha 19 Lechas of land jointly by 4 pattadars and there having no partition between them. The said Sri Debendrapal Das alone could not sale the said land without the permission and approval of the other three pattadars. In the connection it is also to be stated that the defendant No.1 & 2 filed the Title suit No.53/99 on 15-3-99 whereas the present plaintiff claims to have purchased the land on 24-5-99, that too without the knowledge of the answering defendant.

10. That, with regard to the statement made in paragraph-5 of the plaint, the answering defendant beg to state that the land measuring 17976.96 sq. meter were acquired by the Government in ULC Case No: 143/83 covered by dag No.511,512,513,514 &515 of

Contd....5/-

- 5 -

K.P. patta no. 46 of village Jatia and the answering defendant Mahila Samity who were in occupation of 3 Katha 5 Lechas of land covered by Dag No. 511 of the said patta applied for settlement of the land in their favour.

11. That, the owner of the land Govindpal Das, the Judgement debtor of Title suit 53/99 forcefully dispossessed the defendant, the Mahila Samity from the land by demolishing the houses standing thereon and to get the possession restored, the defendant file the said T.S. 53/99 and obtained a decree in their favour.

12. That, in this connection it is also to be stated that when the defendant was about to get settlement of the land the owner Govindpal Das manage to get an order from the revenue authority to exclude some land from the Ceiling area and by that order the competent authority changed the Dag number and the boundary of a portion of acquired land, against which the defendant Mahila Samity preferred an appeal before the Governor of Assam, and by order dt. 6-2-03 the Governor of Assam was pleased to set aside the order passed by the competent authority in ULC Case No. 143/83 dt. 6-4-99 and by that order the land has become Ceiling Surplus Sarkari land.

13. That, the statements made in paragraph-6 of the plaint that the plaintiff company, in the year 1999 raised an Assam Type house and the said house is connected with electricity from the ASEB and the house is being used as a residential quarter

Contd...5/-

- 6 -

of the employees of the plaintiff company and that the plaintiff company has all along been possessing the suit land together with the house uninterruptedly since 4-6-99 till this date are not admitted by the answering defendant in as much as the defendant No.7 who was impleaded as sole defendant in T.S.53/99 filed his written statement in that suit but he has not stated anything that has been stated by the plaintiff in paragraph-6 of the plaint. In fact the defendant of title suit No. 53/99 (defendant No.7 of this suit) never made a whisper about the plaintiff company and his alleged purchase and occupation of the land as claimed by them in this suit.

14. That, in this connection it is also to be stated that the sole defendant of the T.S. 53/99 raised the boundary brick wall by violating the order of injunction passed by Civil Judge (Sr.Div.) No.2 dt. 16-3-89 which was made absolute on 23-3-99. Neither in the said suit, nor in the injunction case the sole defendant ever stated anything about construction of the boundary wall by the present plaintiff and about construction of the A.T.house as claimed by him. In fact there was ~~xxx~~ one ekchali house constructed by the principal defendant of Title suit No. 53/99 by violating the injunction order passed on 16-3-99 and made absolute on 23-3-99 and only to frustrate the execution of the decree and two drivers are allowed to occupy those two rooms of the said Ekchali. There was no existence of the plaintiff company as claimed by them.

Contd....7/-

- 7 -

15. That, in this connection it is also to be stated that Dag No. 511 originally belonged to Debapal Das (since deceased) and after his death his son Govinda Pal Das became the owner of Deg No. 511 and it is the said Govindapal Das who dispossessed the present defendant No.1 and 2 from the said dag for which the said T.S. 53/99 was filed by them u/s 6 of the Specific Relief Act - where the said Gobindapal Das filed his written statement narrating a story which is quite different to the story made by the plaintiff in the present suit.

16. That, with regard to the statements made in paragraph-7 of the plaint the ~~xxx~~ answering defendants ~~by~~ to state that on the basis of the illegal order passed by the Collector the plaintiff managed to get their name mutated in the land and they accordingly paid land revenue only in the year 2003. The plaintiff was never in occupation of the land till the month of September, 2002 when the defendants No.1 & 2 obtained the decree in their favour in in T.S. 53/99.

17. That, with regard to the statements made in paragraph-8 of the plaint it is stated that only to frustrate the legally obtained decree of the defendant no.1 & 2 the present plaintiff probably got the said "Ekchali assessed in their name as holding no: 2178 and to suppress the date of assessment the plaintiff has failed to file the same in the case.

Contd....8/-

- 8 -

18. That, the statements made in paragraph-9 of the plaint that the plaintiff company has been in peaceful possession of the aforesaid suit property when the process server from the Court Nazarat, Guwahati being accompanied by the defendant no.2 and some other persons ~~and~~ wanted to take forceable possession of the suit property by exicting the plaintiffs employee and his family members who offered resistance are also not admitted by the answering defendant. In this connection it is to be stated that while the officer from the Civil Nazarat went to execute the decree on the basis of the writ issued by the Hon'ble Court in T.Ex-53/02, the plaintiff showed the stay order obtained from the executing Court and as a result the execution could not be given effect to.

19. That, with regard to the statements made in paragraph-10 of the plaint it is stated that there was no question of instituting any suit against the plaintiff company in respect of the suit land described in schedule of the plaint in as much as the answering defendants filed the said title suit numbered as T.S. 53/99 in respect of 3 Katha 5 Lechas covered by dag no. 511 of K.P.Patta no. 86 of village-Jatia and obtained the decree for restoration of possession against Sri Govindapal Das the Judgement debtor of the said case, whereas the present suit filed by the plaintiff company is

Contd.....9/-

- 9 -

in respect of 3 Katha 5 Lechas of land covered by Dag No. 337/(Old) 502(New) of K.P.Patta No. 87 of village-Jatia and the T.Ex.Case 53/02 was started in respect of 3 Katha 5 Lechas of land covered by dag no. 511 and patta no. 86 of village-Jatia which does not belong to the plaintiff and the plaintiff cannot claim the said land to be his own and he is in occupation of the said land till this date.

20. That, it is also denied that the boundaries which have been given by ~~the~~ the defendant no.1 & 2 in the said T.S 53/99 is the plaintiff's land covered by dag No.502 of patta no. 87 of village-Jatia and the same has ~~all~~ along being under the plaintiff company's exclusive title and possession and that the defendant no.1 & 2 fraudulently claimed the same to be under their possession and by making false statements manage to obtain a decree not only by misleading the said court but also by practising fraud upon the said court as has been stated in the said paragraph-10 of the plaint:

21. That, in this connection it is also to be stated that the defendant no.1 & 2 who file the T.S. 53/99 when came to know about the illegal correction and interchange in the numbering of the dag of the concern map by the Deputy Commissioner on 6-4-99, they file an appeal against the said order before the Governor of Assam and ultimately the said appeal was allowed by the Government and the impugne order dt. 6-4-99 passed by the Deputy Commissioner, Kamrup in interchanging in the number of dag and correction of concern map was quashed and the actual position of the land stood prior to the said order dt. 6-4-99 passed by the Deputy Commissioner, Kamrup.

Contd....10/-

- 10 -

22. That, the statements made in paragraph-11 of the plaint that the defendant no.1 & 2 in their T.S. 53/99 made some false and misleading statements are totally denied by the answering defendants. In this connection it is to be stated that there were no question of making the plaintiff company or their vendor, Debendrapal Das parties to the said suit, the land covered by dag no. 511, originally belong to Debapal Das and his son Govindapal Das succeeded the said property and the defendant no.1 & 2 were dispossessed from the said land of dag no.511 by Govindapal Das and as such the defendant no.1 & 2 file the said suit numbered T.S. 53/99 against said Sri Govindapal Das, who contested the suit by filing written statements and he never stated anything about the plaintiff company or about its vendor Debendrapal Das in his written statements and ultimately the said suit was decreed in favour of Defendant no.1.

23. That, it is completely denied that defendant no.1 & 2 as joint plaintiff of T.S. 53/99 practise fraud upon the learned Civil Judge(Jr.Div.) No.2, not only by making deliberate, false and misleading statements in the plaint but also in the deposition given before the said court and that the defendant no.1 & 2 deliberately avoided the plaintiff company and its vendor Sri Debendrapal Das from being impleaded as defendant in the said suit by giving different Dag no and patta no and also they practise fraud and obtained

Contd...:11/-

- 11 -

a fraudulent decree from the court in T.S. 53/99 and that the plaintiff company has been in occupation of the suit property on the strength of their own original title and possession as has been stated in paragraph-12 of the plaint.

24. That, the statements made in paragraph-13 of the plaint that the suit land included in the suit property described in the schedule below is under the exclusive right, title and possession of the plaintiff company and the same was never acquired by the Government under the Urban land (Ceiling and Regulation) Act 1976 and that the decree was obtained by defendant no.1 fraudulently in the aforesaid T.S. 53/99 are completely denied by the answering defendant. In this connection it is to be stated that it is the plaintiff company who have committed fraud by claiming to have been in occupation of land covered by Dag no.502 of K.P.Patta no.87 but infact they have fraudulently occupied the land covered by Dag no.511 of K.P. patta no. 86 in respect of which the T.S. 53/99 was filed and obtained the decree by the defendant no.1 & 2.

25. That, with regard to the statements made in paragraph-14 of the plaint it is to be stated that the land claimed to be owned by the plaintiff company in dag no. 502 of K.P. patta no.87 is not the land over which they are in occupation. They in fact ^{are} in ~~the~~ occupation of the land covered by dag no.511 of K.P.Patta no.86 in respect of which the defendant no.1 & 2 have obtained a decree for restoration of possession and in ^{not} dag no.502 of K.P.Patta no.87 as claimed by them.

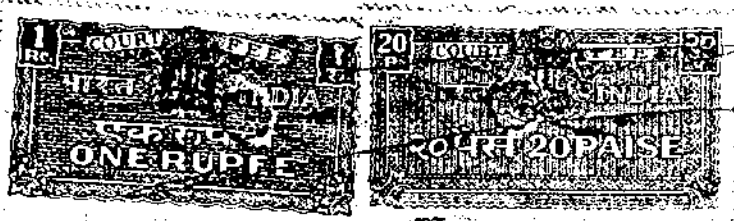
Contd....12/-

- 12 -

26. That, the claim of the defendant no:1 & 2 in respect of the land measuring 3 Katha 5 Lechas covered by dag No. 511 of K.P. Patta No: 86 of village-Jatia has been thoroughly described in their plaint filed in T.S. No. 53/99, which was decreed on 4-9-02 in favour of the defendant no:1 & 2 and as such the defendant no:1 & 2 crave the leave of this Hon'ble Court to call for the record of T.S. 53/99 disposed off on 4-9-02 in the court of Civil Judge(Jrd.Div.) No.2 at Guwahati and for which the defendant no:1 & 2 are going to file a separate petition in this regard.

27. That, in any other view of the matter ^{the Suit} is bad and liable to be dismissed with cost to the answering defendant.

Contd.....13/-



A F F I D A V I T

I, Smt. Subaranalata Devi, W/O Sri Umesh Sarma, aged about 50 years, resident of Lakhimi Nagar, Hatigaon, Guwahati in the district of Kamrup, do hereby solemnly affirm and state as follows :

1. That, I am one of the defendant and General Secretary of Lakhimi Nagar Mahila Samity and as such I am fully conversant with the facts and circumstances of the case.

2. That, the statements made in paragraph 1 to 25 are true to my knowledge and the rests are my humble submission before this Hon'ble Court.

And I sign this affidavit on this 28th day of August, 2003 at Guwahati.

Identified by me :

Ranjit Mehta
Advocate.

এলা ব্যাংকৰ কাৰ্যালয়ত মোৰ সন্মুখত প.
ৱ. ২৮/৮/০৩ তাৰিখে সত্য প্রমাণ কৰে
প্রমাণ কৰাৰ বিষয়ে / ইংৰাজী ভাষাৰ মতামত
হেতুকে পত্নী শশিতাৰ সন্মুখত কৰা হৈছে
ব্যক্তিগত আৰু গোপনীয় / কৰ্মক্ষেত্ৰত
কোনোদল সন্মুখত কৰা কৰিছে বুলি।
মোৰ সন্মুখত প্ৰদৰ্শনভাৱে হেৰ টম / চহী কৰি
কৰ্মক্ষেত্ৰত ব্যক্তিগত আৰু গোপনীয় /
ব্যক্তিগত আৰু গোপনীয় /

স্বাক্ষৰ কৰাৰ বিষয়ে।

Subaranalata Devi

স্বাক্ষৰিত,
লখিমী নগৰ গৰিতি
মহিলা সমিতি
দিশগুৰ

DEPONENT

[Signature]
২৮/৮/০৩
উপস্থিত
এলা ব্যাংকৰ কাৰ্যালয়ত

T.S. 84/03

ISSUES

1. Whether the suit is maintainable in its present form?
2. Whether proper court fee has been paid by the plaintiff?
3. Whether the plaintiff has right, title and interest over the suit land and house?
4. Whether the defendants No. 1 and 2 obtained decree in T.S. No. 53/99 fraudulently and illegally? If so, whether the same is liable to be set aside?
5. Whether the plaintiff is entitled to get decree as prayed for?
6. To what other relief/reliefs the parties are entitled?

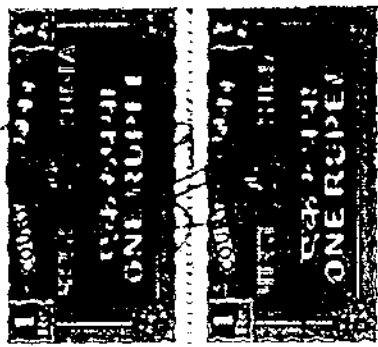
Admitted
15/7/03

Civil Judge (Sr. Divn.) No. 2,
 (Sealer Division) No. 1
 Kasarp, Gwalior



53

Civil Judge No-2
Kamrup (Metro) Guwahati



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

Title Suit No. 84 of 2003

Sankardev Commercial Private Limited
...Plaintiff

---Versus---

Lakhimi Nagar Mahila Samity and
Others
...Defendants

Filed by
Khanindra Talukdar
Sankardev Commercial Private Limited
Kamrup (Metro) Guwahati
25/2/05

Copy enclosed
Pl-1

Copy received
Jee. Ghosal
Rhoval
25-2-05

AFFIDAVIT OF THE PLAINTIFF'S WITNESS No. 1 SRI
KHANINDRA TALUKDAR IN LIEU OF EXAMINATION-IN-CHIEF:

I, Khanindra Talukdar, son of Late Rajendra
Chandra Talukdar, aged about 34 years, by caste Hindu
by occupation Business, resident of Anil Nagar
Rajgarh Link Road, Guwahati - 781007, Mouza - Beltola
P. S. Geetanagar, District Kamrup do hereby solemnly
affirm and declare as follows:

Accepted
25/2

1. That I am the Managing Director of Sankardev
Commercial Private Limited, hereinafter referred to as

25/2

"the Company" who is the plaintiff of the above suit. The Company has its Memorandum and Articles of Association and is registered with the Registrar of Companies at Shillong. The registered office of the Company is at Anil Nagar, Rajgarh Link Road, Guwahati.

J. Devendra Talukdar

Exhibit - 1 is the Memorandum and Articles of Association (Printed Copy) and Exhibit - 1(1) is the Certificate of incorporation (Proved in Original).

2. That the Company by a special resolution dated 29.01.2003 has authorised me to file the above Title Suit and to do whatever is necessary in connection thereto on behalf of the company.

Exhibit - 2 is the Special Resolution dated 29.01.2003 (Proved in Original) and Exhibit - 2(1) is the signature of Sri Devabrata Talukdar one of the Directors of the Company.

3. That Sri Devendra Pal Das, Bipin Pal Das, Sri Jatindra Pal Das and Sri Satyendra Pal Das were the joint owners and pattadars of a plot of land measuring

M 25/2

Kamendra Pal Das

7 Bighas 2 Kathas 19 Lechas covered by Dag No. 337 (old)/ 502 (new) of Kheraj Periodic Patta No. 87 situated at Village Jatia under Beltola Mouza.

Exhibit - 3 is the Certified Copy of the Jamabandi of Kheraj Periodic Patta No. 87 of the aforesaid Dag.

4. That there was a proceeding under the Urban Land (Ceiling and Regulation) Act, 1976 in respect of the aforesaid land. ULC case No. 101 of 1983 was registered in the court of the Deputy Commissioner, Kamrup at Guwahati. The aforesaid pattadars, namely Sri Devendra Pal Das and his other brothers filed returns in the said ULC Case. The Deputy Commissioner-cum-Competent Authority by an order passed on 20.05.1998 allowed the pattadar Sri Devendra Pal Das to retain 3 Kathas 5 Lechas out of the aforesaid land of 7 Bighas 2 Kathas 19 Lechas.

Exhibit - 4 is the Certified Copy of the order dated 20.05.1998 passed in ULC Case No. 101 of 1983.

[Handwritten signature]

Khandra Satuldar

5. That the original records of the aforesaid ULC case No. 101 of 1983 has been called for and received by this Hon'ble Court in connection with Misc. Case No. 181 of 2003 which is also between the present plaintiff and defendants.

6. That the Company purchased the aforesaid 3 Kathas 5 Lechas of land covered by Dag No. 337 (old)/502 (new) of Kheraj, Periodic Patta No. 87 situated at Village Jatia under Mouza Beltola from Sri Devendra Pal Das, pattadar in whose favour the aforesaid land was excluded from the Urban Land Ceiling Case. The Company purchased the land by registered deed no. 3527 of 1999 on 04.06.1999 for the price of Rs. 4,05,000/- (Rupees Four Lakhs Five Thousand). The land purchased by the Company has been fully described in the Schedule of the said sale deed. The four boundaries of the aforesaid 3 Kathas 5 Lechas land are --

- On the North - Sri Nagen Kalita
- On the South - Dr. Biren Saikia
- On the East - Sri Bhagya Talukdar
- On the West - A road of about 21 feet width

M. S. R.

Klaudia Subudjo

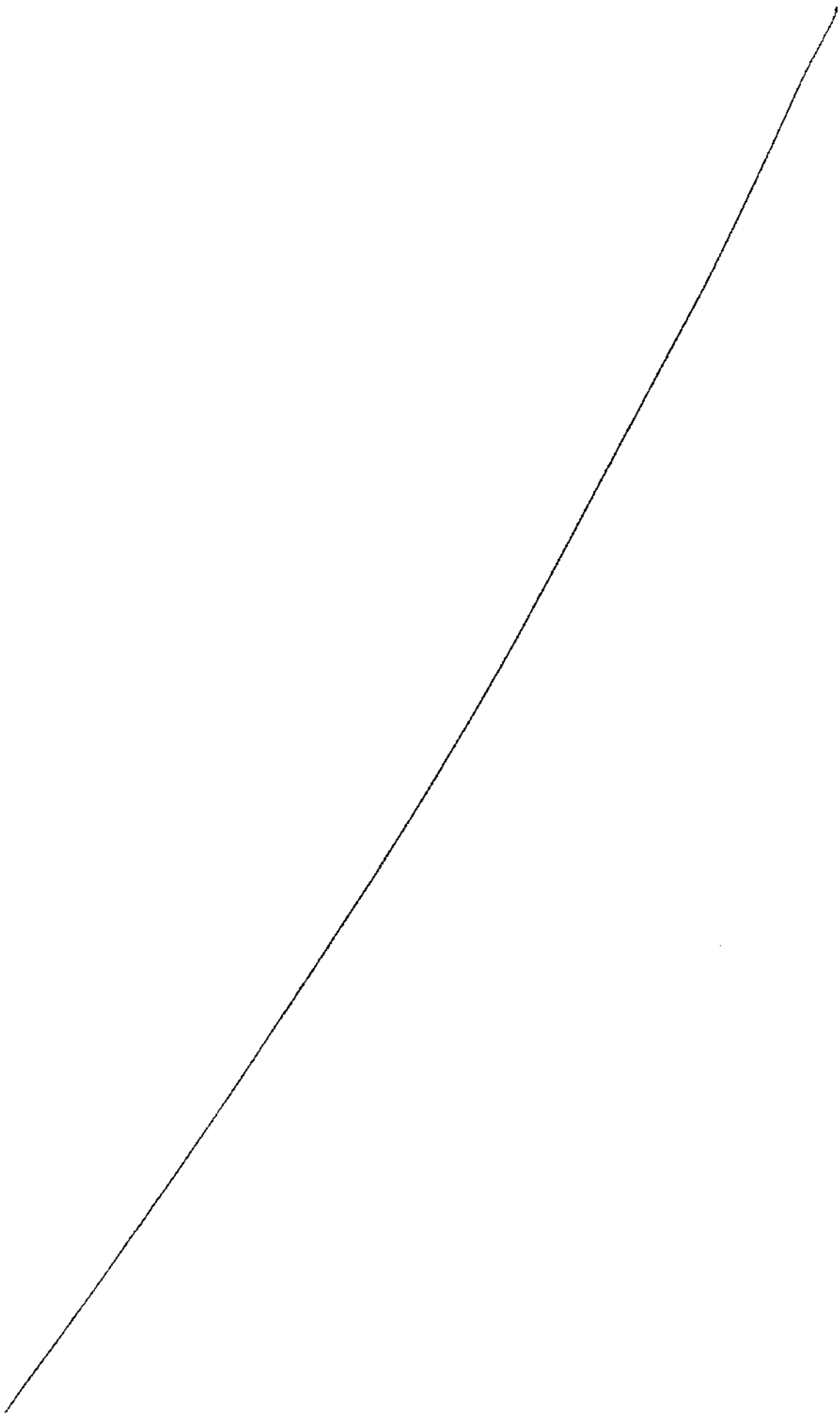
Exhibit - 5 is the Certified Copy of the aforesaid Sale Deed No. 3527 of 1999 by which the Company purchased the aforesaid land.

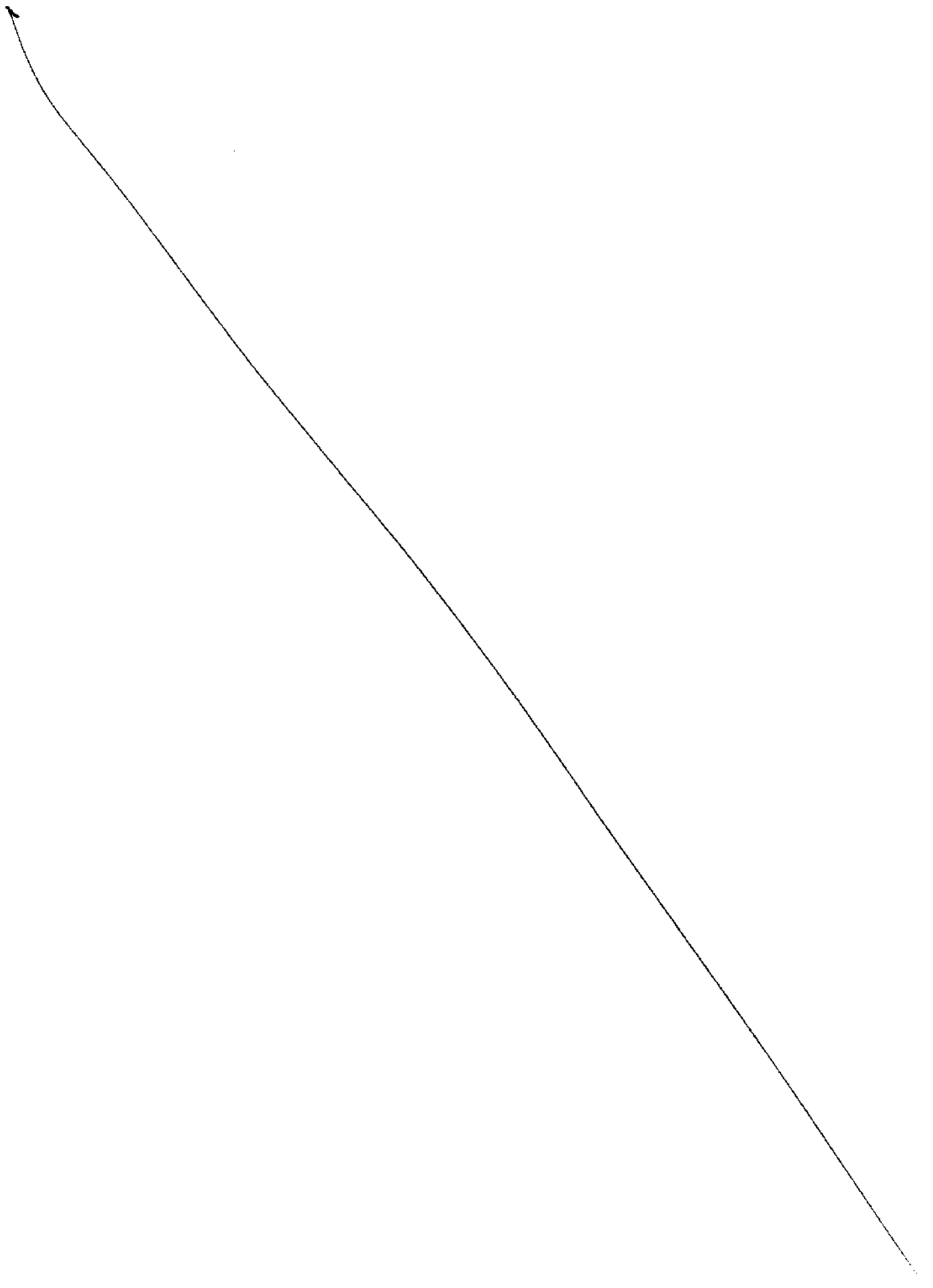
7. That the original of the aforesaid Sale Deed was deposited with the Office of the Sub-Registrar, Guwahati at the time of registration and the Sub-Registrar, Guwahati granted a printed receipt thereof. The original Sale Deed No. 3527 of 1999 is still lying with the Sub-Registrar, Guwahati.

Exhibit - 6 (Proved in original) is the said receipt granted by the Sub-Registrar, Guwahati.

8. That Sri Devendra Pal Das immediately after execution of the Sale Deed delivered possession of the said 3 Kathas 5 Lechas of land to our Company. At the time of delivery of possession of the said land the Lat Mandal of village Jatia measured the land with reference to the map. After taking over possession the company constructed a boundary wall by surrounding the land with an iron gate. At the time of purchase the

[Signature]





J Chowdhra Talukdar

land was a low lying marshy land and therefore the Company raised the ground level by means of earth filling. The Company also constructed an Assam Type house consisting of two rooms with C.I. Sheet roof and brick walls in the year 1999 itself.

9. That before execution of the Sale Deed the pattadar Sri Devendra Pal Das applied and obtained sale permissions from the office of the Deputy Commissioner, Kamrup at Guwahati and from the Gauhati Metropolitan Development Authority, Guwahati.

Exhibits - 7 and 8 (proved in Originals) are the aforesaid sale permissions.

10. That in addition to the aforesaid Assam Type house the company also raised a C.I. Sheet roofed shed consisting of five nos. of rooms with bamboo walls and also sunk a tube-well, besides constructing a sanitary latrine. The employees of the Company are accommodated in those houses where they live with their families.

[Signature]

11. That there was some discrepancy in the field map of village Jatia as to the Dag nos. and therefore, the Deputy Commissioner, Kamrup-cum-Competent Authority, Guwahati passed an order on 6.4.99 in ULC case No. 143/83 and 101/83 removing those discrepancies. A certified copy of the said order dated 6.4.99 has been obtained by the Company and the same has been filed in the case. Pursuant to the order dated 6.4.1999 necessary correction was made in the map and other revenue records of village Jatia by the authorities.

Exhibit - 9 is the Certified Copy of the aforesaid order dated 6.4.1999 and Exhibit - 10 is the Certified Copy of the trace map of Dag No. 502 and 511 after the corrections were made.

12. That the houses which were constructed by the company on the aforesaid land measuring 3 Kathas 5 Lechas in the year 1999 are connected with electricity supplied by the Assam State Electricity Board. The electricity connection was taken in the name of Sri
(2/25)2

Klavindra Chibber

Devabrata Talukdar, one of the Directors of the Company, in the year 1999 and the Company is regularly paying the electricity bills. The aforesaid house is also assessed by the Gauhati Municipal Corporation as Holding No. 2178 of Ward No. 59.

Kamindra Talukdar.

Exhibit - 11 is the Certified Copy of the Assessment Register of Holding No. 2178 of Ward No. 59 belonging to the plaintiff on the aforesaid land. Exhibits - 12 and 13 are some of the electricity bills of the period 10-3-09 and 13-11-09.

13. That for the purpose of obtaining electricity connection the Gauhati Municipal Corporation authority issued "No Objection" certificate to our Company.

Exhibit - 14 is the photocopy of the said "No Objection" certificate dated 24.8.99, the original of which was submitted to the Assam State Electricity Board.

14. That the plaintiff is paying regularly the Municipal Corporation Taxes in respect of the

25/2

aforesaid land and house covered by Holding No. 2178 of Ward No. 59.

Exhibits - 15, 16, 17 and 18 (Proved in Originals) are some of the Municipal Tax paying receipts.

15. That the aforesaid 3 Kathas 5 Lechas land and the Assam Type house together with the boundaries which belong to the company has been described fully in the Schedule of the plaint filed in the above Title Suit, herein after referred to as the "**suit property**". The Company is in continuous possession of the suit property by paying land revenue. The land revenue paying receipts have been filed in this suit.

Exhibits - 19 and 20 (Proved in Originals) are some of the land revenue paying receipts.

16. That on 16th January, 2003 a Zarikarak from the court went to the land and house of the Company. The Zarikarak was accompanied by Smti. Subarnalata Devi and she wanted to take forcible possession of the

M 25/2

Hemendra Talukder

Khawindra Lalaha

suit property by evicting our employees and their family members. The employees of the Company resisted and therefore, they came back. Upon coming to know above the aforesaid incident I made enquiry in the court and I came to know that Smti. Subarnalata Devi claiming herself as the Secretary of a Mahila Samity filed Title Suit No. 53 of 1999 in the court of Civil Judge (Junior Division) No.1, Guwahati against Shri Govinda Pal Das.

17. That I made enquiry in the said Court and applied for the certified copies of the said suit. From the certified copy of the plaint filed in the said Title Suit No. 53 of 1999, I came to know that the plaintiffs in the said suit were Lakhimi Nagar Mahila Samity and Smti. Subarnalata Devi. The defendant was Shri Govinda Pal Das, one of the Pattadars of Patta No.87 of village Jatia, Mouza Beltola. I also came to know that the suit land of the said Title Suit was 3 Kathas 5 Lechas covered by Dag No. 511 of K.P. Patta No. 86 of Village Jatia under Mouza Beltola. Therefore, the land of the said

[Handwritten signature]

Title Suit is different from the land of the Company. During the enquiry, I also came to know that the said Title Suit No. 5³ of 1999 was transferred to the Court of the Learned Civil Judge (Junior Division) No. 2, Guwahati and the said Title Suit was decreed on 4.9.2002.

Exhibit - 21 is the certified copy of the plaint filed in the said Title Suit No. 5³ of 1999 and Exhibits - 22 and 23 are the certified copies of the judgement and decree dated 4.9.2002 passed in the said Title Suit.

18. That neither our Company nor the previous owner Shri Devendra Pal Das was made a party in the said Title Suit 53 of 1999. After the said suit was decreed the plaintiffs of that suit i.e. Smti. Subarnalata Devi and the aforesaid Mahila Samity filed a Title Execution No.53 of 2002 in the Court of Learned Civil Judge (Junior Division) No.2, Guwahati. The said court issued a writ for delivery of possession to deliver possession of 3 Kathas 5 Lechas of land covered by Dag No. 511 of K.P. Patta No. 86

M/25/2

Kamunda Sabudhar

situated at village Jatia under Mouza Beltola. Although the land covered by the decree passed in the Title Suit No.53 of 1999 is different from the suit property, yet the said Mahila Samity and Smti. Subarnalata Devi wanted to take forcible possession of the suit property belonging to our Company.

Exhibit - 24 is the certified copy of the Writ issued in the said Title Execution No.53 of 2002 and Exhibit - 25 is the certified copy of the report of the Civil Nazir in the said Title Execution.

19. That Lakhimi Nagar Mahila Samity and Smti. Subarnalata Devi claimed in their Title Suit No. 53 of 1999 that 3 Kathas 5 Lechas of land covered by Dag No.511 of Village Jatia was acquired by the Government under the Urban Land (Ceiling and Regulation) Act and after acquisition by the Govt. they applied to the State Govt. for settlement of the said land. But the suit property of our Company is covered by Dag No. 502 of K.P. Patta No. 87 and the said land was never acquired under the Urban Land (Ceiling and Regulation) Act. The suit property of our Company is covered by

Q 25/2

Khawindra Salunkar

Dag No. 502, which is situated on the Eastern side of the road called Vinayak Path, whereas the land of Dag No.511 is situated on the Western side of the said Vinayak Path. But it appears from the boundaries given by the said Mahila Samity and Smti. Subarnalata Devi as described in the Schedule of the plaint in Title Suit No. 153 of 1999 that they have intentionally given the boundaries of the Suit property belonging to our company.

20. That our Company filed an application objecting to the execution in the aforesaid Title Execution No.53 of 2002. The application filed by our Company is registered as Misc. (J) Case No. 26 of 2003 and the Learned Civil Judge (Junior Division) No. 2, Guwahati stayed the execution of the decree. The record of the Misc. (J) Case No.26 of 2003 has been transferred to this Hon'ble Court and renumbered as Misc. (J) Case No.181 of 2003.

Exhibit - 26 is the certified copy of the application filed by the Company on 1.2.2003 in Title Execution No.53 of 2002 and Exhibit

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Chowindra Talukdar

- 27 is the certified copy of the order dated 1.2.2003 passed in the aforesaid Misc. (J) Case No. 26 of 2003.

Klauncho Talukdar

21. That I state that the Lakhimi Nagar Mahila Samity and Smti. Subarnalata Devi intentionally made false statement showing the boundaries of the suit property belonging to our Company as the boundaries of their suit land. They deliberately gave false description of the boundaries to illegally grab the suit property of our Company though the Dag No. and Patta No. of their land are different from our suit property. The Lakhimi Nagar Mahila Samity and Smti. Subarnalata Devi practiced fraud upon the Court of the Learned Civil Judge (Junior Division) No.2, Guwahati in order to obtain a fraudulent decree. It is also stated that they do not have right or title or interest over any part of Dag No. 511 of K.P. Patta No.86 of Village Jatia under Beltola Mouza. They had also no possession over any land of Dag No.511 as the lands of the said Dag are under possession of different other persons namely Sri Haren Das, Sri

29w

Biren Talukdar, Smti. Santana Kakati, Sri Debaraj Kalita and one Sri Bora, a bank employee.

22. That as the aforesaid illegal action of the defendant No.1 Lakhimi Nagar Mahila Samity and the defendant No. 2 Smti. Subarnalata Devi have clouded the title of the Company over the Suit property, therefore, the Company as plaintiff has filed this suit for declaration of right, title and interest over the land and house described as suit property in the Schedule of the plaint. The Company also prays for a declaration from this Hon'ble Court that the decree obtained by Lakhimi Nagar Mahila Samity and Smti. Subarnalata Devi in Title Suit No. 53 of 1999 is fraudulent, illegal, not binding upon the Company and liable to be set aside. The Company also prays for a decree of confirmation of possession over the suit property. In the suit the Company also prays for a decree of a permanent injunction restraining the said Mahila Samity and Smti. Subarnalata Devi, their agents, servants, assigns, office bearers and members from exhibiting the decree passed in Title Suit No. 53

25/2

Harindha Talukdar

of 1999 against the Company in respect of the suit property described in the Schedule of the plaint. They should also be restrained by this Hon'ble Court from disturbing the possession of the Company over the suit property.

23. That even during the pendency of this suit the Lakhimi Nagar Mahila Samity and its Secretary Smti. Subarna[ata], Devi surreptitiously filed a petition before the State Government for cancellation of the order dated 6.4.1999 passed by the Deputy Commissioner, Kamrup cum Competent Authority in Urban Land Ceiling Case No.143 of 1983. In the said petition neither our Company nor any one of the Pattadars was made a party. Without issuing any notice of our company and to any one of the Pattadars the Commissioner and Secretary of the Government of Assam, Revenue Department passed an order on 6.2.2003 cancelling the order of the Deputy Commissioner, Kamrup-cum-Competent Authority. When our Company came to know about the said order of the State Government, our Company filed a Writ Petition in the Hon'ble

Khawindra Jaiswal

msn

Gauhati High Court. The Hon'ble High Court has stayed the order of the State Government passed on 6.2.2003.

Exhibits - 28 and 29 are the certified copies of the Order passed by the State Government and the Hon'ble Gauhati High Court.

Kavindra Satishda

24. That in the recent resettlement operation, our Company's name has been mutated in respect of Dag No.502 in K.P. Patta No. 87 by right of purchase in respect of the suit property. Our Company has been in possession of the suit property since the date of purchase on 4.6.1999 by constructing houses and other structures without any interference from any quarter. But the above named defendant No.1 and 2 illegally tried to disposes our Company by executing the decree obtained by them in Title Suit No. 53 of 1999 which is not binding on our Company.

25. That Shri Devendra Pal Das, Bipin Pal Das, Shri Jatindra Pal Das, Shri Satyendra Pal Das and Shri Govindra Pal Das, who were the original Pattadars of

2/2/2

K.P. Patta No. 87 have been impleaded as proforma defendants in the suit.

26. That the Company prays that this Hon'ble Court may be pleased to decree the suit with costs against the defendant No. 1 and 2 by granting all the reliefs prayed for by the Company.

27. That the statements made in paragraphs 1, 2, 5 to 10, 12 to 16, 20 to 25 are true to my knowledge, those made in paragraphs 3, 4, 11, 17 to 19 are true to my knowledge based on records and rests are my humble submission before this Hon'ble Court.

And I sign this affidavit on this 25th day of February, 2005 at Guwahati - 781 001.

Identified by me

Bhupen Sarma

Advocate's Clerk
25/02/05

SANKARDEB & CO. ADVOCATES

Kharindha Talukder
Manager, Guwahati

DEPONENT

solemnly affirmed before me by the deponent who is personally known to me / identified by
Shri / Smt. *B. Sarma Adv. Clerk*
Jyoti Sharma
Sheristadar, 25/2/05
Office of District Judge, Guwahati
Guwahati.

In the court of civil Judge (S.D. Divn) No: 2

P.W.1
T.S 84/03
& Misc 181/03

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Cross-examination of P.W.1 Sri Khanindra Talukdar recorded on 27.7.06 in con. with T.S 84/03 & Misc 181/03

XXXX अथर्व

वर्षी - रकाभानि रकाभ वारिश्च -
आरु प्रभुन अरु रकाभ - आरु -
रुडुव नाम रकाभ अरु रकाभ -

वर्षी - रकाभानि रकाभ किना -
रकाभानि आरु रकाभ वारिश्च -
T.S No 58/99 रकाभ रकाभ रकाभ -
अरु - नकाभानि -

अरु - नकाभ रकाभ आरु रकाभ -
किना रकाभ रकाभ रकाभ -
अरु रकाभ रकाभ रकाभ -
आरु रकाभ -

आरु रकाभ रकाभ रकाभ -
आरु रकाभ रकाभ रकाभ -
रकाभ रकाभ, रकाभ रकाभ रकाभ -
अरु रकाभ रकाभ रकाभ - आरु रकाभ -
रकाभ रकाभ रकाभ रकाभ रकाभ -
रकाभ रकाभ रकाभ रकाभ रकाभ -

contd

Khanindra Talukdar

P. 01 /
T. 5 84 / 03
2 Misc 181 / 03

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ରକ୍ଷାକ୍ରମ ରକ୍ଷା ନୀତି ନାହାନ୍ତି ।
ଏକ ମନୁଷ୍ୟ ରକ୍ଷା ବାକି ପ୍ରତିପାଦକ -
ଅନୁଭବି ଭବିଷ୍ୟତ ରକ୍ଷାକ୍ରମ
ପାଳନ ରକ୍ଷାକ୍ରମ ଆମର ନିଜ -
କାର୍ଯ୍ୟ କାଳୀ ଭବିଷ୍ୟତ ନାହିଁ ।

ରକ୍ଷାକ୍ରମ ଆମର ରକ୍ଷାକ୍ରମ
ନିମ୍ନଲିଖିତ : ରକ୍ଷାକ୍ରମ କାର୍ଯ୍ୟ ଭାବି -
ଆମର ନିଜକାର୍ଯ୍ୟ ଅଧ୍ୟୟନ କରା -
ନାହିଁ । ନିଜର କାର୍ଯ୍ୟକ୍ରମ -
ଭାବି ଭାବି କାର୍ଯ୍ୟକ୍ରମ ରକ୍ଷା -
କ୍ରମର ଅଧ୍ୟୟନ - 20. 1 2 3 4 5 6 7 8 9 10
ଭାରତୀୟ ସମ୍ବି - 6 କର୍ମ 6 ମାତ୍ର -
ନିମ୍ନଲିଖିତ କରା ରକ୍ଷାକ୍ରମ ।

ଉକ୍ତ 6 କର୍ମ 6 ମାତ୍ର ଆମର -
ନିମ୍ନଲିଖିତ ରକ୍ଷାକ୍ରମ ଅଧ୍ୟୟନ ଦିଅନ୍ତୁ -
ଆମର ଆମର ନିଜର ନିଜର ଆମର -
ଫଳାଫଳ ଆମର ନିଜର ନିଜର କରା -
ନିଜର ଭାବି ଫଳାଫଳ ଉକ୍ତ ରକ୍ଷା -
ଆମର ନିଜର ନିଜର କାର୍ଯ୍ୟ ଭାରତୀୟ
କାର୍ଯ୍ୟକ୍ରମ ଆମର ଭାବି ନାହାନ୍ତି ।

contd

Khamraker Tolabari

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T. S 84/03
& Misc 181/03

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विवादा अत्रिन्ना अत्रिन्निभू उक्त -
आपडे. विनिमय. पत्रा सुक्त -
कति दिना पुस्तक. विवरण -
उत्तराकर अत्रिन्नि अत्रिन्नि कथा
कथा विपुत्र अत्रिन्निभू ।

उत्तराकर D.C रथ उक्त आपडे -
विनिमय सुक्त कति दिना पुस्तक नास
कथा कथा उत्रिन्नि आपडे विनिमय -
वत्र विपुत्र २००६ एत उत्र रथ नाडे ।
आपडे आपडे विनिमय अत्रिन्निभू -
रथापुत्रिन्नि आपडे अत्रिन्नि आपडे -
आपडे ।

Khandra Nalabhar

~~उत्तराकर~~ ~~आपडे~~ ~~विनिमय~~
~~अत्रिन्निभू~~ ~~आपडे~~ ~~विनिमय~~
~~उत्तराकर~~ ~~आपडे~~ ~~विनिमय~~

अत्र रथापुत्रिन्नि नास नास विपुत्र -
रथ नास नास रथापुत्रिन्नि आपडे -
पत्रा विनिमय अत्रिन्निभू अत्रिन्निभू -
रथ-आपडे/उत्र अत्रिन्निभू कथा -
कथा - Title Suit No 53/99
cont-d

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& Misc 151/03

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କବିହିନ ଅଧିକାରୀଙ୍କ ନାମାନ୍ତର ।

ଅନ୍ତରାଳ ମଧ୍ୟରେ ଶୁଣାଯାଇଥିବା -
status - quo ଓ order ଉପରେ -
ଆଧାର ଭାବରେ ବିକଳାସ୍ୟ ଭାବରେ -
ରାଜ୍ୟପାଳଙ୍କ ଆଦେଶ ଉପରେ ପ୍ରତିକାର -
ଦିଆଯାଇ ନାହିଁ ।

ଆଧାର ଉପରେ ବିକଳାସ୍ୟ ପ୍ରତିକାର -
କାର୍ଯ୍ୟକାରୀ ଭାବରେ ନିର୍ଦ୍ଧାରିତ -
ନାହିଁ । ଆଜି ଉପରେ ନାହିଁ । ଉପରେ
ବିକଳାସ୍ୟ ପ୍ରତିକାର - ରାଜ୍ୟପାଳଙ୍କ ନାମ ଉପରେ -
ଭାବରେ ବିକଳାସ୍ୟ ପ୍ରତିକାର ଭିନ୍ନ ଭାବରେ
ନାହିଁ । ରାଜ୍ୟପାଳଙ୍କ ନାମ ଉପରେ -
ଏହି ରାଜ୍ୟପାଳଙ୍କ ଆଦେଶ ଉପରେ -
ନାହିଁ ।

ମୁ. ୧ ଭାଗ ୮ ରାଜ୍ୟପାଳଙ୍କ
ନାମରେ attorney କାର୍ଯ୍ୟକାରୀ ରାଜ୍ୟପାଳଙ୍କ
ନାମ ଉପରେ ନାହିଁ ।

ଅନ୍ତରାଳ ମଧ୍ୟରେ ବିକଳାସ୍ୟ -
ଅଧିକାରୀଙ୍କ ଆଦେଶ - ରାଜ୍ୟପାଳଙ୍କ ଆଦେଶ -
Control

Khandu Dasgupta

P.W. / T. 584/03
& Misc 181/03

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ଅଧ୍ୟକ୍ଷଙ୍କୁ ଉପସ୍ଥାପନ କରୁଅଛୁ
ରଞ୍ଜନାବିନ୍ଦ୍ୟ ମାଲ୍ୟ ଶାସକ-ରଞ୍ଜନାବିନ୍ଦ୍ୟ
ମାଲ୍ୟ - ରଞ୍ଜନାବିନ୍ଦ୍ୟ ଉପସ୍ଥାପନ କରୁଅଛୁ
କର୍ମ - ଶାସକ ଶାସକ ବିକ୍ରୀ
ଅଧ୍ୟକ୍ଷଙ୍କୁ ଉପସ୍ଥାପନ କରୁଅଛୁ

ଅଞ୍ଚଳ ନମ୍ବର ରଖା ଟିଲ୍ଡ ନମ୍ବର No,
53/99 ରଞ୍ଜନାବିନ୍ଦ୍ୟ ବିକ୍ରୀ ରଞ୍ଜନାବିନ୍ଦ୍ୟ
ରଞ୍ଜନାବିନ୍ଦ୍ୟ ଶାସକ ବିକ୍ରୀ-ରଞ୍ଜନାବିନ୍ଦ୍ୟ
ଅଧ୍ୟକ୍ଷଙ୍କୁ ଉପସ୍ଥାପନ କରୁଅଛୁ ।

ଅଞ୍ଚଳ ନମ୍ବର ରଖା ରଞ୍ଜନାବିନ୍ଦ୍ୟ
ଶାସକ ଶାସକ ଶାସକ ରଞ୍ଜନାବିନ୍ଦ୍ୟ
ମାଲ୍ୟ - ବିକ୍ରୀ ଶାସକ ଶାସକ
ଅଧ୍ୟକ୍ଷଙ୍କୁ ଉପସ୍ଥାପନ କରୁଅଛୁ-ରଞ୍ଜନାବିନ୍ଦ୍ୟ
ଶାସକ-ଶାସକ ଶାସକ ଶାସକ
ଶାସକ ରଞ୍ଜନାବିନ୍ଦ୍ୟ ଶାସକ
ଅଧ୍ୟକ୍ଷଙ୍କୁ ଉପସ୍ଥାପନ କରୁଅଛୁ-
ଅଧ୍ୟକ୍ଷଙ୍କୁ ଉପସ୍ଥାପନ କରୁଅଛୁ ।

ଶାସକ ବିକ୍ରୀ ଶାସକ 69
ଅଧ୍ୟକ୍ଷଙ୍କୁ - 669 (ଶାସକ)/202 (ଅଧ୍ୟକ୍ଷଙ୍କୁ)

Control

Kamunda Sabdar

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ଧାମସ - । ବିକଳ (ମୃତ୍ୟୁ ବିକଳ) -
ରମାକର ଆର୍ତ୍ତ - ୫୬ ନଂ ମୃତ୍ୟୁ -
୧୦୦ ନଂ ଧାମସ ଆର୍ତ୍ତ - କୃଷି
ସମ୍ପତ୍ତି ଆବିଷ୍କାର ।

ଅତ୍ର ନକ୍ଷତ୍ର ରମ ଆର୍ତ୍ତ
ବିକଳ ମନସ ଉଚ୍ଚ ୧୦୦ ଧାମସ -
ଆର୍ତ୍ତ ପରମ କରଣ ଗାହ୍ୟ ।
ଆର୍ତ୍ତ ବିକଳ ଆର୍ତ୍ତକ ରମ ରକ୍ଷା -
ରକାଳେ ମଧୁରାମକ କର ଆର୍ତ୍ତ -
ବିକଳ ଅଭୟତ ନାକାବିଷ୍କାର ।

ଅତ୍ର ନକ୍ଷତ୍ର ରମ - ଆର୍ତ୍ତକ -
ଓମ୍ ନିକଟ ବିକଳ ରମାକର ଆର୍ତ୍ତ -
ଓମ୍ ବିକଳ ୫୬ ନଂ ମୃତ୍ୟୁ ୧୦୦ ନଂ
ଧାମସ ଆର୍ତ୍ତକ ଓମ୍ ବିକଳ ।

ଅତ୍ର ନକ୍ଷତ୍ର ରମ ବିକଳ ଉଚ୍ଚ
ଓମ୍ ବିକଳ ଓମ୍ ବିକଳ T.S 53/99 ନଂ
ରମାକର ରମାକର ବିକଳ କର -
ରମାକର ବିକଳ ରମାକର ମୃତ -
ଆର୍ତ୍ତ ମୃତ୍ୟୁ ବିକଳ ରକ୍ଷା ବିକଳ ।

R.O. & A.C

024/7/06

Khanduwa Babbar



Civil Judge No-2
Kamrup (Metro) Guwahati

Biswajeet Malla Bujarbaruah

IN THE COURT OF THE CIVIL JUDGE (SENIOR DIVISION) No.2,
GUWAHATI

Title Suit No. 84 of 2003

Sankardev Commercial Private Limited
...Plaintiff

---Versus---

Lakhimi Nagar Mahila Samity and
Others
...Defendants

*Copy for the defendants
enclosed. N/A*

AFFIDAVIT OF THE PLAINTIFF'S WITNESS No. 2 SRI
BISWAJEET MALLA BUJARBARUAH IN LIEU OF EXAMINATION-IN-
CHIEF:

I, Biswajeet Malla Bujarbaruah, son of Sri
Kailash Malla Bujarbaruah, aged about 34 years, by
caste Hindu, by occupation Business, resident of Jyoti
Nagar, Guwahati College Road, Guwahati - 781021, P. S.
- Chandmari, District Kamrup do hereby solemnly affirm
and declare as follows:

*Copy Received
Ranjit Malla
Advocate
12/9/05*

*Accepted
P/14*

1. That I know the plaintiff company and its
Managing Director Sri Khanindra Talukdar.

B 14/11

- 1 -

2. That the plaintiff by means of a registered Deed of Sale dated 4.6.1999 purchased a plot of land measuring 3 Kathas 5 Lechas covered by Dag No. 337 (old)/ 502 (new) of Kheraj Periodic Patta No.87 of village Jatia, Mouza Beltola in the District of Kamrup from Sri Devendra Pal Das for Rs. 4,05,000/- (Rupees Four Lakh Five thousand only). I was one of the witnesses in the aforesaid Sale Deed No. 3527 of 1999 dated 4.6.1999 which was executed in my presence in the office of the sub-registry Guwahati. The sale deed was executed by Sri Gobinda Pal Das who was the power of Attorney holder of Sri Devendra Pal Das.

Soon after, the execution of the Sale Deed Sri Devendra Pal Das delivered possession of the aforesaid suit land to the plaintiff company by measuring the land by a Mandal. Since then the said Company is in possession of the land sold by Sri Devendra Pal Das by constructing boundary walls, houses, etc. The employees of the plaintiff Company reside on those houses with their families. The

W/1111

Birajit Malla Barja Barua

- 3 -

four boundaries of the land purchased are as follows :-

On the North - Sri Nagen Kalita
On the South - Dr. Biren Saikia
On the East - Sri Bhagya Talukdar
On the West - A road of about 21 feet width

Birengjit Malla Brijin Baruah

Exhibit - 5 is the Certified Copy of the aforesaid Sale Deed No. 3527 of 1999 by which the Company purchased the aforesaid land.

3. That before execution of the Sale Deed the pattadar Sri Devendra Pal Das applied and obtained sale permissions from the office of the Deputy Commissioner, Kamrup at Guwahati and from the Gauhati Metropolitan Development Authority, Guwahati. I know about the sale because I saw the sale permissions.

Exhibits - 7 and 8 (proved in Originals) are the aforesaid sale permissions.

[Handwritten signature]

4. That the statements made in paragraphs 1 to 3 are true to my knowledge and rests are my humble submission before this Hon'ble Court.

And I sign this affidavit on this 12th day of April, 2005 at Guwahati - 781 001.

Identified by me *Biswajit Malla Barjora Baruah.*

Sri Bhuvan Kr. Sarma
Advocate's Clerk *12/4/05*

DEPONENT

solemnly affirmed before me by the deponent who is personally known to me by

12/1/05 BK Sarma Adv. Clerk
Jyoti Sharma

Off. Secy District J. & K. Office
Guwahati

12/4/05

cross-examination of P.W 2 Sri Biswajit Malla Barjora Baruah recorded on 27/9/06

XXXX *অপেক্ষিত*

lion Bar & Restaurant এ মত

অফিস *বন্ধি-কাম্বোজিক বিবর্তন(ক) অফিস*
could

বিস্বজিত মল্লা বর্জরা বরুয়া

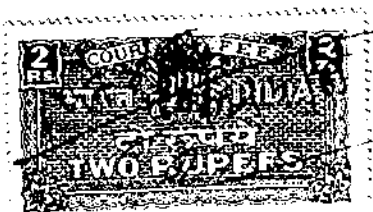
P.02/
T.S 81/03

ଆରକ୍ଷିତ ଅବସ୍ଥାରେ ପ୍ରଥମ ଶିକ୍ଷିତ - ।
 ପ୍ରଥମ ଶିକ୍ଷାରେ ଅବସ୍ଥାରେ ରହୁଥିବା ଲୋକ
 ପାଠ୍ୟ, ଅନୁଷ୍ଠାନିକ ଲୋକ ପାଠ୍ୟ, ମିଳିତ ଗୋଷ୍ଠି
 କର୍ମାଳୟ, ଇତ୍ୟାଦି - ଆରକ୍ଷିତ ଅବସ୍ଥାରେ ।
 ଡାକ୍ତର - ନିରକ୍ଷର ରଖି - ରୋଗୀଙ୍କୁ ଆରକ୍ଷିତ -
 ପ୍ରଥମ ଶିକ୍ଷାରେ ଶିକ୍ଷା ଲୋକ ଆରକ୍ଷିତ -
 କାର୍ଯ୍ୟ - ଆରକ୍ଷିତରେ ବିକାଶିତ ପ୍ରଥମ -
 ଆରକ୍ଷିତ - ।
 ଡାକ୍ତର - ନିରକ୍ଷର ରଖି - ଇତ୍ୟାଦି - ପ୍ରଥମ -
 ଶିକ୍ଷାରେ ଅବସ୍ଥାରେ ଶିକ୍ଷିତ ଆରକ୍ଷିତ - ।
 ରୋଗୀଙ୍କୁ ଆରକ୍ଷିତ - ଶିକ୍ଷିତ - ରକ୍ଷା -
 ଆରକ୍ଷିତ - ଲୋକ ଇତ୍ୟାଦି - ନିରକ୍ଷର ।

ଅଧ୍ୟକ୍ଷ ଶ୍ରୀ ଶ୍ରୀ ଶ୍ରୀ

R.O. & A.C

022/9/06.



IN THE COURT OF THE CIVIL JUDGE (SENIOR DIVISION) No.2,
GUWAHATI

Parimal Kumar Rabha

Title Suit No. 84 of 2003

Sankardev Commercial Private Limited
...Plaintiff

---Versus---

Lakhimi Nagar Mahila Samity and
Others
...Defendants

*Copy for the defendants
enclosed. At Chasra*

AFFIDAVIT OF THE PLAINTIFF'S WITNESS No. 3 SRI PARIMAL
KUMAR RABHA IN LIEU OF EXAMINATION-IN-CHIEF:

I, Sri Parimal Kumar Rabha, son of Sri Jorang
Ram Rabha, aged about 41 years, by caste Hindu, by
occupation Service, resident of Lakhimi Nagar, Vinayak
Path, Hatigaon, Guwahati, P.S. - Dispur, District -
Kamrup do hereby solemnly affirm and declare as
follows:

*Copy Received
Ranjit Mahanta
Advocate
12/1/05.*

*Accepted
9/1/14*

1. That I am an employee of the plaintiff
company. I am working as a driver of the Managing
Director of the plaintiff Company since the year 1999.
The plaintiff company has provided me with a part of

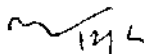
2/1/14

an Assam type house at Lakhimi Nagar, Vinayak Path, Hatigaon. The said residential house stands on a plot of land measuring 3 Kathas 5 Lechas which belongs to the plaintiff company.

Pasimul. Kumar. Padha

2. That I am residing in the said Assam Type house from the date of my appointment i.e. from the year 1999. I reside there along with my family. There are also other employees of the plaintiff company who reside in the said house.

3. That on 16.01.2003 a Zarikarak from this Hon'ble Court along with some ladies and gentlemen went to our residence and asked us to vacate the house as well as the plot of land as the possession of the said plot of land measuring 3 Kathas 5 Lechas had to be handed over to the Secretary of Lakhimi Nagar Mahila Samity by virtue of courts order. The Zarikarak also informed that the execution in respect of the aforesaid 3 Kathas 5 Lechas land has to be carried out against one Gobinda Pal Das.


12/4

- 3 -

4. That I along with my fellow workers opposed the execution and informed the Zarikarak that the said plot of land belongs to the plaintiff company and we are all employees of the said company. I also informed that I couldn't hand over the possession of the land as well as the house without first informing the plaintiff company.

5. That upon being so resisted the Zarikarak and the ladies left the said plot of land. I immediately informed about the incident to the Managing Director of the plaintiff company Sri Khanindra Talukdar.

6. That the statements made in paragraphs 1 to 5 are true to my knowledge and rests are my humble submission before this Hon'ble Court.

And I sign this affidavit on this 12th day of April, 2005 at Guwahati - 781 001.

Identified by me

Sri Bhuvan Kumar Sarma
12/4/05
Advocate's Clerk

Parimal Kumar Rabha

DEPONENT

solemnly affirmed before me by the deponent
 who is personally known to me and is by
 Sd/-/Smti *Dr. Ganesh Ch. Choudhary*

Joseph Choudhary
Office of District Judge Kamrup 12/4/05
Guwahati

f.03/
T.S 84/03
/2 Misc 181/03

- 5 -

34

ଅନୁମୋଦିତ

ଆମର । ଅଧିକାରୀଙ୍କ -
ଅଧିକାରୀଙ୍କ ସହ ସମସ୍ତଙ୍କ -
ଅଧିକାରୀଙ୍କ ସହ ସମସ୍ତଙ୍କ -
ଅଧିକାରୀଙ୍କ ସହ ସମସ୍ତଙ୍କ -
ଅଧିକାରୀଙ୍କ ସହ ସମସ୍ତଙ୍କ -

R.O. & A.C

27/7/06

HIGH COURT FORM No. (J) I

FORM OF HEADING OF DEPOSITION

In the Court of ... at

Case No. Title Suit No 84/03 OF 19

Present: - C.M. Judge (S.D. Div.) No 2

Deposition of witness No. 4 for the Plaintiff taken on

oath/solemn affirmation on the 27.7.06 day of 19

My name Sri Kiran Barmah

Son/wife of late Purna Ch. Barmah My age is years I reside by caste

at Silpukhuri

Police station Chaudhari District Kamrup occupation Service

Handwritten signature and text in Assamese script, including 'Junior Assistant' and 'LLC Case No 101/83'.

Vertical handwritten text: Kiran Sharma 27.7.06

ଅହମଦାବାଦ ମିଲ୍ସ ୨୦/୧/୭୮ ତାରିଖ -

ମିଲ୍ସ ଉତ୍କଳ ସ୍ୱାଧୀନତା ସମିତି ନାମ ।

୩.୭ ଚୋରାଘାଟ ULC Case No 101/83

ତା. 143/83 : ଅପରାଧ ୫/18/୭୭ ତାରିଖ

ମିଲ୍ସ ଉତ୍କଳ ସ୍ୱାଧୀନତା ସମିତି ନାମ ।

୩. ୫ ତା. ୭ ବ ଉତ୍କଳ ସ୍ୱାଧୀନତା ସମିତି -

ଅମ ଅପରାଧ ନାମିତ ମିଲ୍ସ ତା. ୭ -

Xin chuan
27-2-78

~~XXX~~ Nil.

R.O. & A.C.

୦୫୮୮୦୬

(Office) No 2
Uswabati.

[Faint, mostly illegible text in Odia script, possibly a stamp or official communication]

Form Schedule VII Form No. 131

HIGH COURT FORM No. (J) I

FORM OF HEADING OF DEPOSITION

In the Court of _____ at _____

Case No. Title Suit No 84/03 OF 19
& Misc (S) 181/03

Present: --

Civil Judge (Sr Dm) No 2 Kamrup; Guwahati
Deposition of witness No. P. 00 5 for the _____ taken on _____

oath/solemn affirmation on the _____ day of _____ 19____

My name Sri Rameswar Deba

Son/wife of Mr Gopewar My age is 62 years I reside
Deba by caste

at Boragora

Police station Maligaon District Kamrup.

occupation Retd Govt Seward.

স্বাক্ষর

২০০২ চনত অর্ধ-প্রবাসী- আশ্রয়িত -

কার্যক্রম পরিচালনা কাম কমিটি/স্ব। ২২/০২/০২ তারিখে

প্রবাসী-র Civil Judge (Sr Dm) No 2 এর পক্ষ ~~স্বাক্ষর~~

T. Ex Case No 53/02 স্থানীয় পরিচালনা ~~স্বাক্ষর~~

পূর্বোক্ত কার্যক্রম পরিচালনা - নাজির রায় স্বাক্ষর।

উক্ত পূর্বোক্ত কার্যক্রম পরিচালনা -

(১) নাজির রায় স্বাক্ষর (২) সুব্রত

Contd

P.05/
T.S 89/03

-2-

ରାଜି ଭାବ ରାଜ୍ୟର ଭାଗକୁ
ରାଜ୍ୟର ଭାଗ ହେଉ - ।

ଓଡ଼ିଶା ପଞ୍ଚମ (କାର୍ଯ୍ୟକାରୀ) ଅକ୍ଟ
କାର୍ଯ୍ୟକାରୀ - କାର୍ଯ୍ୟକାରୀ 20/10/06
କାର୍ଯ୍ୟକାରୀ ପ୍ରତିଷ୍ଠା ଦିଅଁ । ୨: 28
ଏବଂ ରାଜ୍ୟ ଓଡ଼ିଶା କାର୍ଯ୍ୟକାରୀ - ପ୍ରତିଷ୍ଠା ଦିଅଁ -
ପ୍ରାପ୍ତ ହେଉ ନାହିଁ - ।

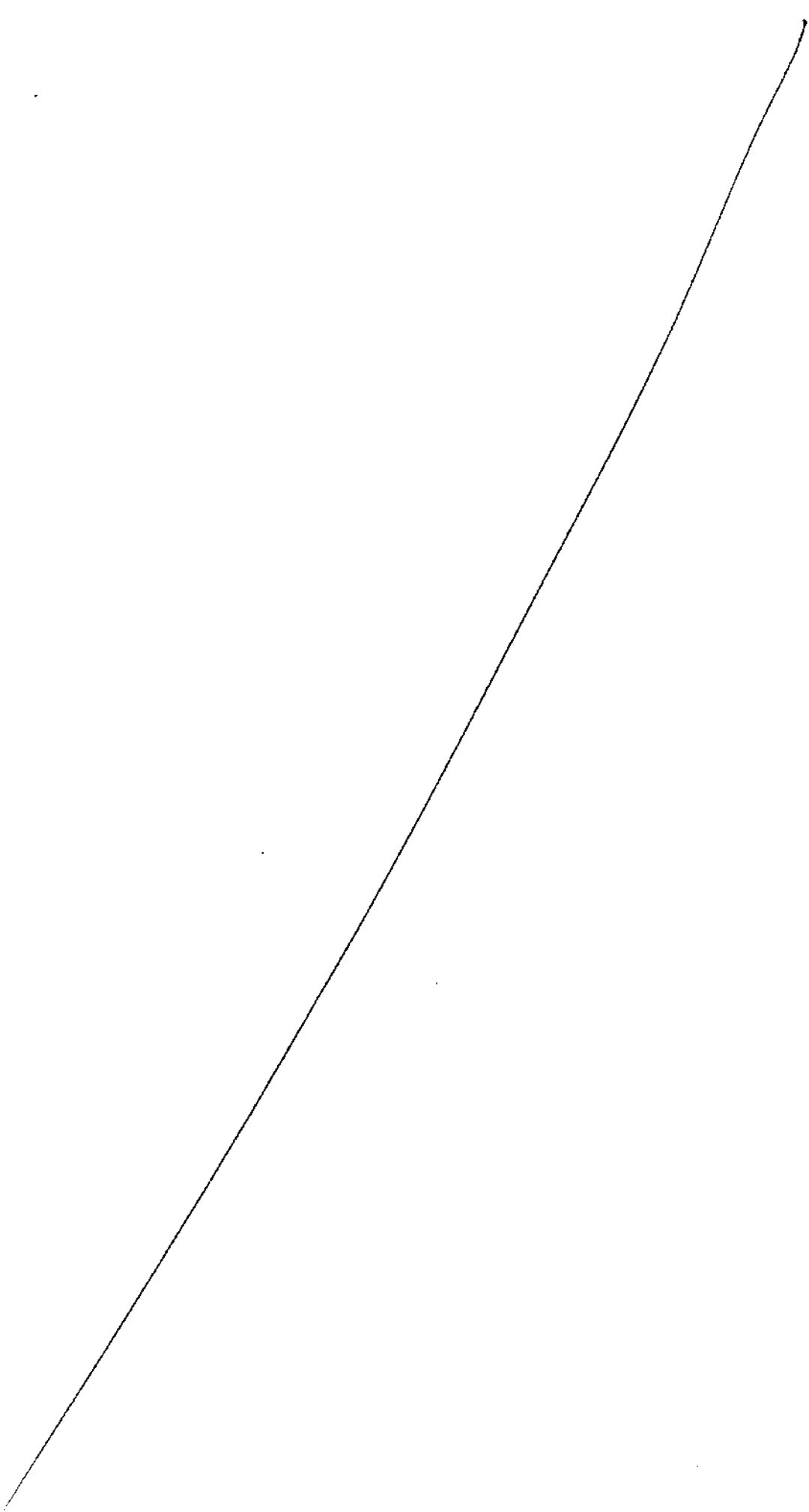
ଓଡ଼ିଶା ଆଇନ ୨: 28
କାର୍ଯ୍ୟକାରୀ ଓଡ଼ିଶା - ପାଖ
ଓଡ଼ିଶା କାର୍ଯ୍ୟକାରୀ ୫୫ । ଓଡ଼ିଶା
ଓଡ଼ିଶା ଆଇନ - ରାଜ୍ୟର ରାଜ୍ୟ -
କାର୍ଯ୍ୟକାରୀ ହେଉ - ।

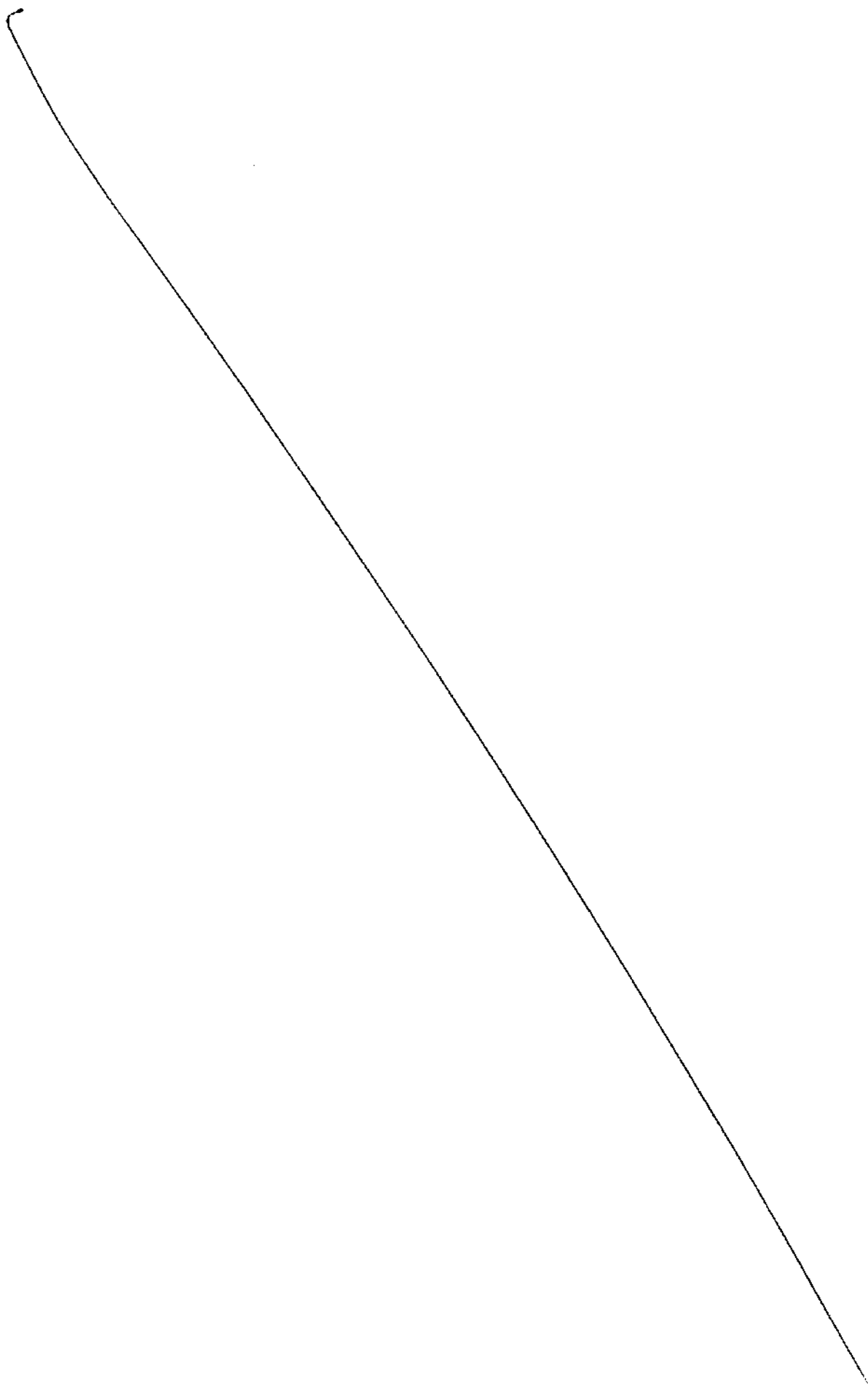
୧୧୧ Nil.

R.O. & A.C

୦୨୮/୧/୦୬
Civil Judge,
(Senior Division) No. 2
Kasim, Cuttack

20/10/06
P.05/03





-2-

P.W.6/T.S.84/03
2 Misc 181/83

ସଂ- ୧ । ଡକ୍ଟର ରଘୁ ରାମଚନ୍ଦ୍ର ୧୦୨ ନଂ
ପାମ୍ପୁଡ଼ା ବନ୍ଧୁ ବିକାଶୀୟ ଉପକ୍ରମଣ ଆଣ୍ଡ
ଅର୍ଡ୍ଡ- ଡକ୍ଟର ପାମ୍ପୁ ଏକ ବାଡ଼ ନିର୍ଦ୍ଦେଶ-
ବନ୍ଧୁ ରାମ ଆମିଷ୍ଟର । ଡକ୍ଟର ୧୦୨ ନଂ
ପାମ୍ପୁଡ଼ା ରାମଚନ୍ଦ୍ର କ୍ରମିକ ମିଡ଼ି ୫୧ ନଂ
ଏ ଅପ୍ରେଣ୍ଡ ।

କ୍ରମିକ - ୧୦୨ ନଂ ପାମ୍ପୁଡ଼ା ରାମଚନ୍ଦ୍ର
କ୍ରମିକ - ମିଡ଼ି ନଂ ୫୫ ଏ ଅପ୍ରେଣ୍ଡ ଉପକ୍ରମ
ସାମ୍ପ - ।

XXXX Reserved nos
R.O.S.A.C

27.7.06.
R.O.S.A.C.
Khandagiri, Cuttack.

Cross-examination of P.W.6 recorded
on 27.9.06

XXXX ଅପ୍ରେଣ୍ଡ

୧୦୨ ନଂ ପାମ୍ପୁ ଆମିଷ୍ଟ- ବିକାଶୀୟ ଆମିଷ୍ଟ-
ଆମିଷ୍ଟ- ବିକାଶୀୟ ବନ୍ଧୁ ବନ୍ଧୁ ଆମିଷ୍ଟ- ଆମିଷ୍ଟ-
ଆମିଷ୍ଟ- ବିକାଶୀୟ ବନ୍ଧୁ ବନ୍ଧୁ ଆମିଷ୍ଟ-

P.W.6/T.S.84/03
2 Misc 181/83

P.W.6/T.S.84/03
2 Misc 181/83

21/1/83

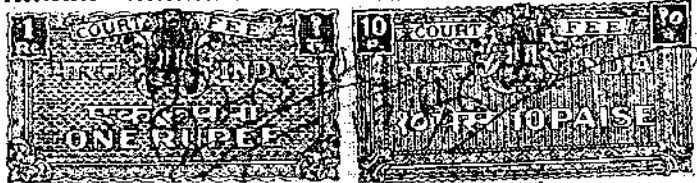
Deputy Commissioner of ...
 ...
 ...
 ...
 ...
 ...

...

...

R.O. & A.C.

21/1/83



Civil Judge No-2
Kamrup (Metro) Guwahati

IN THE COURT OF THE CIVIL JUDGE (SENIOR DIVISION) No.2,
GUWAHATI

Title Suit No. 84 of 2003

Sankardev Commercial Private
Limited

.....Plaintiff

---Versus---

Lakhimi Nagar Mahila Samity and
Others

.....Defendants

AFFIDAVIT OF THE PLAINTIFF'S WITNESS No. 7 SRI
BIREN TALUKDAR IN LIEU OF EXAMINATION-IN-CHIEF:

I, Biren Talukdar, son of Late Prasanna Kumar

aged about 46 years, by caste Hindu,
by occupation College Lecturer, resident of
Vinayak Path, Hatigaon, Guwahati - 781 006, P. S.
Dispur, District - Kamrup (Metro) do hereby
solemnly affirm and declare as follows:

1. That I know the company named Sankardev
Commercial Pvt. Ltd. I also know the Directors of
the company who are Sri Debabrata Talukdar and

Biren Talukdar

*Copy entered
copy received
B. Talukdar
Ad. to court*

*Seen
&
21/1/02*

B 2/1/02

Sri Khanindra Talukdar. They are in possession of a plot of land measuring more than 3 Kathas situated at village Jatia under Mouza Beltola. There is an Assam Type house with C.I. sheets roof upon the said land. There are also 8/10 other ek-chali sheds upon the said plot of land with separate latrine bathroom etc. Those houses and sheds are allowed to be occupied by the employees of 'M/s' Sankardev Commercial Pvt. Ltd. The entire land is surrounded by a brick wall which was constructed about 7/8 years ago by Sri Debabrata Talukdar and Sri Khanindra Talukdar. The Assam Type house was also constructed since about 7/8 years back. The houses belonging to the said company are connected with electricity right from the very beginning. I can say about all these things because my land and houses are situated opposite to the aforesaid land and houses of the company across the Vinayak Path. My land and houses are situated on the western side of the Vinayak Path and the land and houses of Sankardev Commercial Pvt. Ltd. are situated on the eastern side of Vinayak Path. My land

M 21/12

Balendra Talukdar

94

measures 1 Katha ^{3 1/4 Lakhs} covered by Dag no. 511 of Kheraj Periodic Patta No. 86 of village Jatia, Mouza Beltola.

On the eastern boundary of the company's land and houses, the land and houses of Sri Bhagya Talukdar is situated. Dr. Biren Saikia who had his land and houses on the southern boundary of the company's aforesaid land and houses died about 15/16 years back.

The Sankardev Commercial Pvt. Ltd. has been in possession of their land and houses since last 7/8 years. About 3 years back during Magh Bihu in the month of January Smti. Subarnalata Devi who is the Secretary of lakhimi Nagar Mahila Samity wanted to occupy the land and houses of Sankardev Commercial Pvt. Ltd. with the assistance of Court's staff, but she could not as the company's employees resisted. That is why I know about the present civil case which is pending in the Civil Court.

2/29/62

Birendra Kumar

2. That the statements made in paragraph 1 above including its sub-paragraphs are ^{true} to my knowledge.

And I sign this affidavit on this 31st day of ~~October~~ ^{December}, 2006 at Guwahati.

Identified by me

Niloufal Rajkhowa

Advocate

Birucha Talukder

DEPONENT

Niloufal N. Rajkhowa, Advocate
Jinish Chakrabarti
21/12/06
Office of District Judge, Kamrup
Assam

P.W. 8: Svi. Pabitra K. Das,
Late Durgaswar, Des.
of village - Bilyaj Nagar.
Occupation: Govt Employee.

On oath.

I am working as Junior
Asstt. in the Office of Sub-Registrar, Gauhati.
I have come to depose as witness
on receipt of summons As summoned
by the court, I brought the original
Sale deed no. 3527 of 1999. The deed
was executed on 4.6.99 by Svi. Debendra
Das in favour of Senkardar Commercial
Co. Ltd. Exhibit 30 is the sale deed.
Exhibit 30 (1) is the endorsement made
by Svi. Sub-Registrar, Gauhati. Exhibit 30
is kept in our office for the purpose
of copying in the volume. Exhibits
are copy of Exhibit 30. I may be
allowed to take back the documents.
The sale deed was executed by
Govinda Das as attorney of
Debendra Das.

Pabitra K. Das
4.2.07

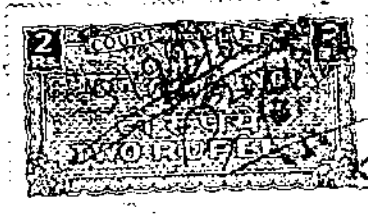
At the time of the sale deed was
the Sub-Registrar. The non-
stamp paper of Exhibit 30 was put
on 23.3.99. Debendra Das,
Govinda Das were witnesses
in the deed. On 1-5-01 no. 110-
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No. 110

9/2/07

In the - Court of - civil Judge. (Sr. div) no. 2
at - Ghy.

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Babu
27/9/06



27/9/06

P.S. - 84/2103

Sankar Dev Commercial Pvt. Ltd. Plaintiff
Dakhin Wajon Karita Sanita. etc. Defendant

Evidence in affidavit of Sri Khagen Bisley
(D. No. 2)

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Afizul Karim
Advocate
27/9/06

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Personally attested before me by the deponent who is personally known to me / identified to me / Smt. D. Goswami

Jurisdictional Officer, 27/1/06

Office of District Judge, Kolar
Kolar

Eni K. K. K. K. K.
S/O K. K. K. K. K.
Dt. 24/03/09.

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Civil Judge No. 2
Kamrup, Guwahati

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

AT GUWAHATI



Subaranalata Devi
Filed by -
Juni Bhargava
Advocate

T.S. 84/03.

M/s. Sankardev Commercial Pvt. Ltd.

... Plaintiff

- Vs -

Lakhimi Nagar Mahila Samiti

... Defendants.

Copy Enclosed
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Municipal Rajkumar
9/12/07

Evidence on affidavit of D.W. 2.

I, Smti Subaranalata Devi, wife of Mr Umesh Sarma, aged about 53 years, resident of Lakhiminagar, Hatigaon, Guwahati in the district of Kamrup, do hereby solemnly affirm and declare as follows :

1. That, I am one of the defendant and General Secretary of Lakhimi Nagar Mahila Samiti and as such I am fully conversant with the facts and circumstances of the case.

2. That, the Lakhimi Nagar Mahila Samiti is a society registered under the societies Registration Act 1860, bearing registration No.2563 of 1990-91 dated 24-10-90.

Contd...2/-

See 1
9/12/07

- 2 -

3. That, the primary object of the samiti amongst other is upliftment of the cause of the women and children of the Lakhimi Nagar area and the residents of the Lakhimi Nagar area are also equally interested for the same cause.

Subcommittee 20/11

4. That, the residents of the Lakhimi Nagar area being in need of a plot of land for construction of a NAAM GHAR in the locality submitted before the Hon'ble Revenue Minister an application dtd. 13-4-98 for allotment of their already occupied land measuring 3 Katha 5 Lechas in that area for establishment of a "BINDODON KENDRA" for the children and also a NAAM GHAR. The Hon'ble Minister endorsed on the body of the petition with his note requesting the Deputy Commissioner, Kamrup to examine and submit a proposal.

5. That, we also submitted another application before the said Minister on 18-4-98 which was also sent by the Hon'ble Minister to the Deputy Commissioner, Kamrup, Guwahati to enquire and report.

6. That, the said land already occupied by the samity measuring 3 Katha 5 Lechas has been shown as vacant land in the ceiling limit under the urban (ceiling

2/9/11 ✓

Contd...3/-

- 3 -

and Regulation) Act, 1976 and subsequently declared as excess vacant land and deemed to have been acquired by the state Govt. we were in occupation of the land prior to the land was acquired by the Govt. under the Ceiling Act and when we were about to obtain settlement of the land the defendant No.7, in collusion with the revenue staff managed to exclude the said land from the ceiling proceeding against which we filed an appeal before the Government and the order of Deputy Commissioner retaining the ceiling land back to the owner was declared illegal by order dtd. 6-2-2003 passed by the Govt.

7. That, the application dtd. 13-4-98 and 18-4-98 mentioned above were sent to the Circle Officer, Dispur Revenue Circle by the office of the Dy. Commissioner (Land Settlement Branch) on 29-4-98 for enquiry and report. In response to the said letter, the Circle Officer, Dispur Revenue Circle, Guwahati vide his letter dtd. 23-11-98 submitted his report wherein he stated that the land for which the settlement is prayed for by the samity is 3K covered by Dag No.511 of vill-Jatia, Mouza Beltola and that the samity has been in possession of the said land, that according to the Assam Gazettee notification the land was acquired in ULC case No. 143/83 and the same was published in the Assam Gazetted dtd. 9-9-98 and for non correction of the revenue records the periodic patta is still in existence in the name of the owner.

[Signature]
Contd...4/-

Sub warrants seen

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8. That, we have been in occupation of the said plot of land measuring 3K 5L in Dag No. 511, K.P.Patta No. 86, Village Jatia, Mouza Beltola since middle of June, 1998 we the members of the samity and the residents of Lakhimi Nagar are improved the land by clearing jungles and earth filling and made the same habitable by spending a good sum of money collected by them from the public with the help of the residents of the locality the samiti constructed a "NAAM GHAR" with CI sheet roof, tarza wall over the land where regular Naam-Prasanga are being held and we also constructed thereon at our own cost a temporary shed with CI sheet roof and tarza wall for our office purpose.

9. That, the defendant No.3 to 7 has no right, title and interest over the suit land yet with a view to illegally grab same the defendants No.3 to 7 started disturbing our peaceful enjoyment and possession of the suit land by taking advantage of the fact that the ~~members~~ members of our samity are all women.

10. That, the defendant No.7 filed an application u/s 144 Cr.P.C. against me and two other members of the samity alleging apprehension of breach of peace with regard to the disputed land and the learned Magistrate by his order dated 3-2-99 has drawn up a proceeding u/s 145 Cr.P.C. and restrained us from entering into the disputed land, if not already occupied. Then I appeared before the court and prayed to vacate the said order and drop the proceeding as the disputed

Contd....5/-

Submanohar Devi

- 5 -

land is different from the land occupied by the samity and the learned Magistrate referred the matter to the Circle Officer, Dispur to ascertain the dag No. 502 of K.P.Patta No. 87 and the Circle Officer, Dispur Revenue Circle by his letter dtd. 16-12-92 submitted his report enclosing a trace map wherein he stated that the disputed land stand in Dag No.511, of K.P Patta No. 86 village Jafa, Mouza Beltola.

Submitta Ben

11. That, in response to our representation, the Deputy Commissioner, Kamrup, vide his letter dtd. 10-2-99 sought report from the Circle Officer, Dispur and the Circle Officer submitted a report regarding the status of the land occupied by the samiti which is in Dag No. 511, K.P.Patta No. 86, vill-Jatia, Mouza-Beltoa, as per land records and that land measuring 8483.54 sq metre of the Dag was acquired under ULC case No. 143/B3 and gazette notification was published on 9-9-98. The report referred to the letter dtd. 23-11-98 wherein it was mentioned that because of non correction of the relevant revenue record the proposal for allotment of the land (suit land) could not be submitted. The report further stated that the samity is in possession of the land but only recently some youth came to the land and started constructing a boundary in a bid to take forcibly possession of the land.

12. That, the defendant No.7 without resorting to the court of law, illegally dispossessed the samity from the suit land on 4-3-99 afternoon by demolishing the house standing thereon.

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Contd...6/-

- 6 -

13. That, the suit land lying vacant so long for years together, the samity occupied it, formally applied to the Govt. for setting the same with the samiti, that too for a common good cause of public in general and children in particular and therefore the samiti could not be ejected therefrom otherwise than in due process of law. The suit land is apparently and virtually settled with the samity and the residents of the locality for the cause of children and for construction of a Naamghar.

14. That, the said patta of village Jatia in Beltola mouza comprises of 7B 2K 19L of land hold jointly by four pattadars and there having no partition between them and that Debendrapal Das (defendant No.3) alone could not sell the said land without the permission and approval of the other three pattadars. Ultimately we filed a title suit being T.S. No.53/99 on 15-3-99 whereas the present plaintiff claims to have purchased the land on 24-5-99 that too without our knowledge.

15. That, when we were about to get the settlement of the land, the defendant No.7 managed to get an order from the revenue authority to exclude some land from the ceiling area and by that order the competent authority changed the Dag number and the boundary of a portion of the acquired land, against which we preferred an appeal before the Govt. of Assam and by order dtd. 6-2-03 the Govt. of Assam was pleased to set aside the order passed by the competent authority in ULC case No.143/83 dtd. 6-4-99 and by that order the land has become ceiling surplus sarkari land.

Contd....7/-

Sankar Malakar Bari

- 7 -

16. That, the defendant No.7 who was the sole defendant in T.S. 53/99 raised a boundary wall by violating the order of injunction passed by the Civil Judge(Jr.Div) No.2, Guwahati dtd. 16-3-99 which was made absolute on 23-3-99, neither in T.S.53/99 not in the injunction case, the sole defendant ever stated about construction of the boundary wall by the present plaintiff and about construction of A.T. house as claimed by them. In fact, there was one ekchali house constructed by the principal defendant of T.S. 53/99 by violating the injunction order dt. 16-3-99 and made absolute on 23-3-99 only to frustrate the execution of the decree two drivers are allowed to occupy two rooms of the said ek-chali house.

17. That, Dag No. 511 originally belonged to Debapal Das (since deceased) and after his death his son Govinda Pal Das became the owner of Dag No. 511 and it is the said Govinda Pal Das who illegally dispossessed us. We filed the T.S. No. 53/99 where the defendant No.7 filed his written statement narrating a story which is quite different to the story narrated by the present plaintiff.

18. That, on the basis of the illegal order passed by the collector the plaintiff managed to get their name mutated in the land record and they accordingly paid land revenue in the year 2003. The plaintiff was never in occupation of the land till the month of September,2002. That only to frustrate the legally obtained decree by us the present plaintiff probably got the said ed-chali assessed in their name as Holding No.2178

Contd...8/-

In the absence of...

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in collusion with G.M.C. staff and to suppress the date of assessment the plaintiff has failed to file the same in the suit.

Ambar Mohanta Sen

19. That, in the Title Execution 53/02 while the officer from the Civil Nazarat went to execute the decree on the basis of the writ issued by the Hon'ble Court, the plaintiff showed the stay order obtained from the executing court and as a result the execution could not be given effect to.

20. That, we filed the T.S. 53/99 when we came to know about the illegal correction and interchange in the numbering of the Dag of the concerned map by the Deputy Commissioner on 6-4-99. We also filed an appeal against the said order before the Governor of Assam and ultimately said appeal was allowed and the impugned order dtd. 6-4-99 passed by the Deputy Commissioner was quashed.

21. That, we did not make the plaintiff or his vendor a party in T.S. 53/99 as the land covered by Dag No. 511 originally belonged to Debapal Das and his son Govindapal Das and we were dispossessed from the said land on Dag No. 511 by Govindapal Das.

22. That, the plaintiff company who have committed fraud by claiming to have been in occupation of the land covered by Dag No. 502 of K.P.Patta No. 87, but infact they have fraudulently occupied the land covered by Dag No. 511 of K.P.Patta No. 86 in respect of which T.S. 53/99 was decreed in our favour.

[Handwritten signature]

Contd...9/-

23. That, the plaintiff is not entitle to any decree and the suit filed by the plaintiff liable to be dismissed with cost.

24. That I have exhibited the following documents .

Ext. *vi* is my evidence deposed in T.S.53/99

Ext. *vi*(1) to *vi* (vi) are my signatures

Ext. *vi* is the written statements filed by the defendant No.7 i.e. Govinda Pal Das in T.S. 53/99.

25. That, the statements made in paragraphs 1 to 24 are true to my knowledge and I sign this affidavit today on 9/2/07 at Guwahati.

Identified by me :

Debasmit Goswami

Advocate .

Inbarnalata

DEPONENT

Solemnly affirmed before me by the deponent who is personally known to me identified by Sri/Smt. *D. Goswami*

Janvish Sheriff/adar
District & Sessions Judge
Kamrup, Guwahati

10

D.W.2

Subarnalata Devi

xxx on oath

I have not produced any document to show that I am the General Secretary of Tekhimi Neger Mahila Samiti. I have not filed the copy of certificate of registration of Tekhimi Neger Mahila Samiti. I have not produced any authority letter to show that I have been authorized by the said Samiti either to take steps in the suit or to defend. I have not produced the Bye Law or Constitution of the Samiti. I have not submitted the list of members of the Samiti. It is not a object of the Samiti to occupy somebody else's land. The statements made by me in the affidavit evidence are true to my knowledge. I have not filed the copy of the application which our Samiti submitted before the Revenue Minister on 13-4-98. I have not stated in the written statement that we applied on 13-4-98 before the Revenue Minister for allotment of 3 Khas S Lechas already under our occupation for establishment of a "Binadon Kendra" for the children and also a "Nangha" etc. It is not stated in our written statement that

Subarnalata Devi

the Revenue Minister, and on the basis of the report with his note requesting the Deputy Commissioner, Kamrup to enquire and report. It is also not stated that we submitted another application before the Revenue Minister, on 18.4.68 which was also sent by the Minister to the Deputy Commissioner, Kamrup to enquire and report in our written statement. The copy of the application dated 18.4.68 was not filed in this suit.

The land occupied by us is about 3 Khas 5 Aches but the dog no. of which is 2149 and the dog no. 28 and the dog no. 511. We got the land measured through a Mandal. It is not stated in my affidavit as to when we occupied the said land. It was since middle of June 68. The boundary of the land under our occupation are -
 On the North - Land and house of Hagar Katita.
 On the South - Land and house of Lora Jirap Sikia.
 On the East - Land and house of Jirap Sikia.
 On the West - Govt. Land. It is not stated in our written statement that the area of 3 Khas 5 Aches under occupation of the said land has been shown as

Subscribed by: John J. M.

(3)

Ceiling Act and subsequently
 declared as excess vacant
 land and deemed to have
 acquired by the Govt. It is
 also not stated in the written
 statement that our Semite has
 been in occupation of the
 said land before it was
 acquired by the Govt. We
 have not ^{filed any} document in this suit
 that settlement was offered
 to us. We have not produced
 any document issued either
 by the Deputy Commissioner,
 the Govt. directing us to
 deposit premium for the land
 under occupation. The original
 pattadar of the land was
 Sri Devi Patil and there
 was no other pattadar. We
 have not filed any copy of
 the order of the Ceiling case
 to show that the land under
 our occupation was declared
 as excess vacant land under
 the Ceiling Act. By defendant
 no. 7, I mean Sri Govinda Patil
 Des. We have not filed any
 copy of object submitted
 before the State Govt. nor we
 have filed the copy of order
 dated 6.2.03 in this suit as
 stated in para 6 of my
 affidavit. The plaintiff has
 filed a case in the High
 Court against the order
 dated 6.2.03 and we have

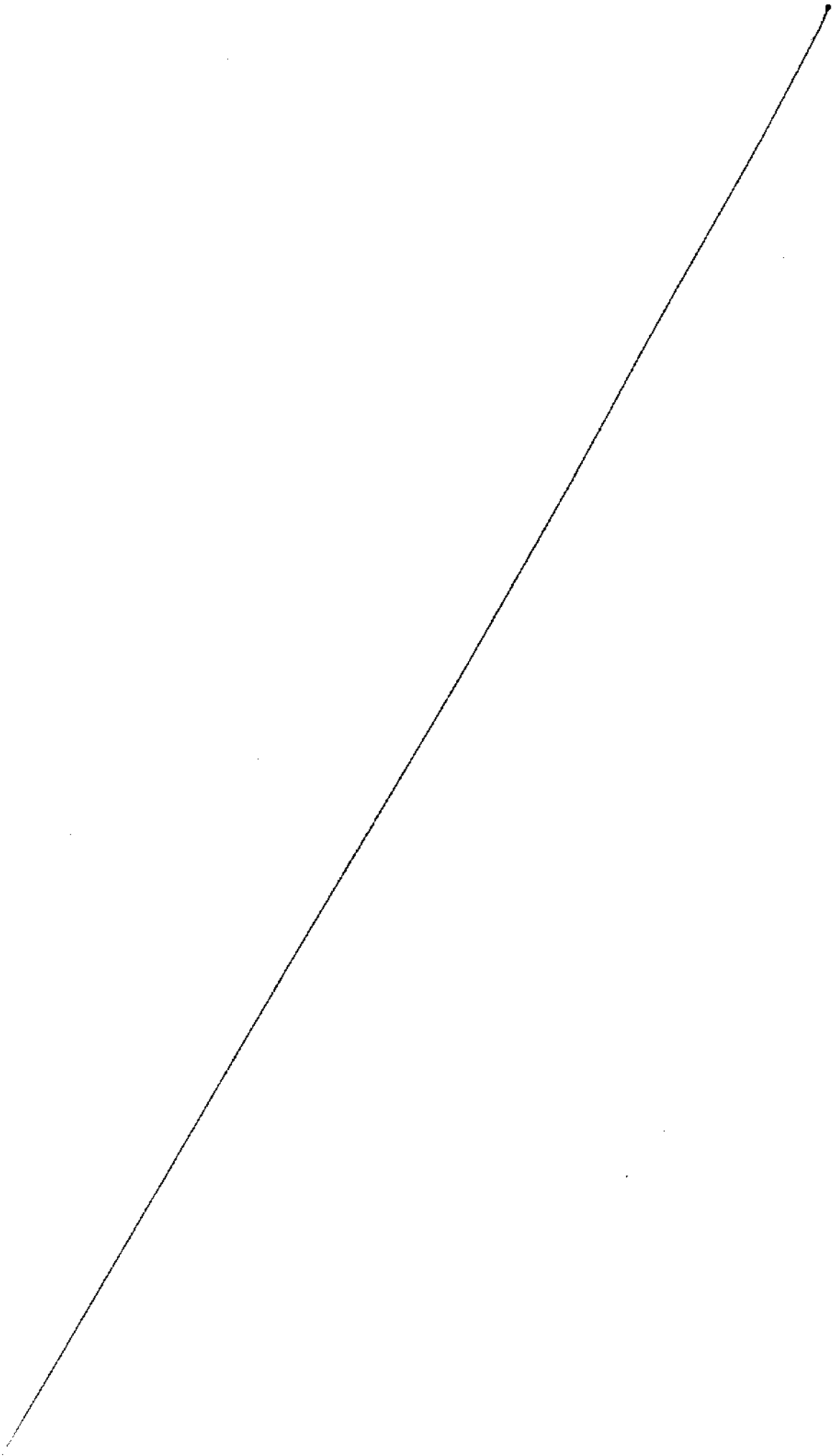
Subarna Lal Desai

4.

engaging Advocate we have received the notice issued by the High Court. But I do not know if the High Court has stayed the operation of the order dated 8-2-03. Exhibit 29 is the stay order passed by the High Court. Till to-day, we have not been settled by the Govt. with the said land. There is no pleading in our written statement that pursuant to an order passed by the Deputy Commissioner (Land Settlement Branch) on 29-4-98, the Circle Officer, Disputa Circle submitted a report about the possession of the land by the Samiti and Gazette notification acquiring the land in the case. I have not filed a copy of the report dated 23-11-98 submitted by the Circle Officer, Disputa Circle as stated in para 7 of my affidavit. We have not submitted the copies of Gazette notification as referred to in my affidavit. We have submitted certified copies of the connected documents and charts in respect of the land under occupation. We have not stated in our written statement that the members of the Samiti and the residents of the village, approved the land by clearing jungles

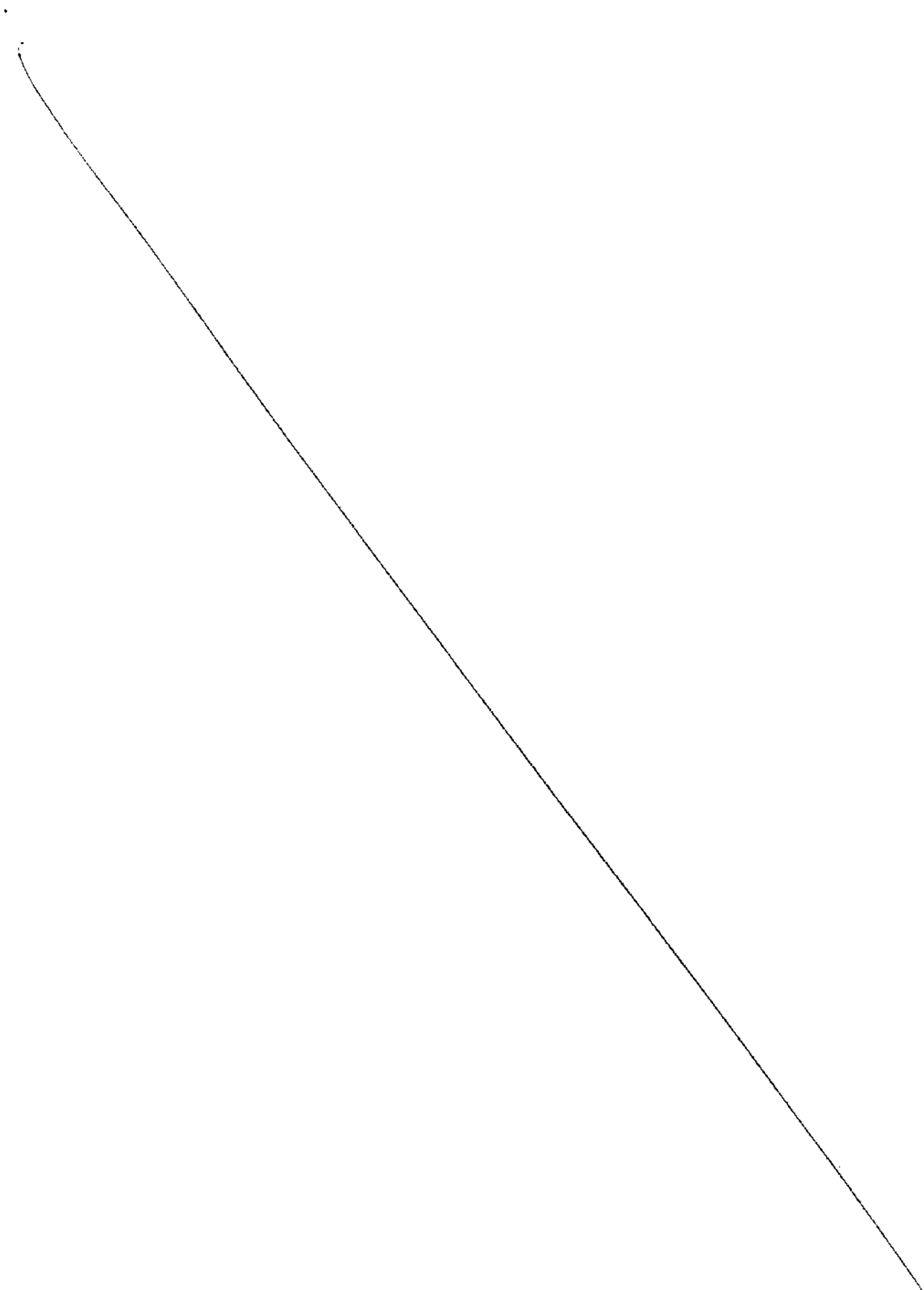
Indira Lakshmi

20/11/03



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and also falling on a road
 the same habitable by
 spending a good sum of
 money as stated in para 8
 of my affidavit. It is nowhere
 mentioned in our written state-
 ment that the members of the
 Samiti constructed a Moon
 Ghori with a T. sheet and
 barje wall over the land
 and that we also constructed
 a temporary shed with a T.
 sheet over food stuffs
 for our office purpose, as stated
 in para 8 of my affidavit.
 We did not file any Civil
 suit against the defendants
 nor B to C is respect of a
 parcel land alleging disturbance
 by them to our peaceful
 possession. I along with
 others lodged an appeal
 before Disputa Tical station
 but we did not alleged anything
 against any named person.
 I do not remember the date
 when the said jobor was
 lodged. However, I have
 not filed the copy of the
 jobor in this case. The job
 no. of the suit land is 11
 and the plot no. is 86,
 situated at village. Jaba
 under mouza. Balabala. The
 land described in the
 schedule of the plaint was
 under possession. We
 do not claim the suit land

Subarnachandra Sen

b.

covered by Dec no 502 of
 J. J. Patta no 87 of village
 Jalia under mouza - Barabati.
 The 'Mem ghos' and the temporary
 shed, which was used as
 our office was never assessed
 as hating under the Gauhati
 Municipal Corporation. Nowhere
 in the written statement, we
 had stated that the defendant
 no. 7 filed an application
 under section 145 C.P.C. against
 me and two other members
 of the committee and the Magistrate
 drew up a proceeding and
 restrained us from entering
 into the disputed land. It is
 also not stated in the written
 statement that upon our
 application, the Magistrate
 directed Circle Officer, Dispur
 to submit a report and
 accordingly, he submitted a
 report, as stated in
 para 10 of my affidavit. We
 have not submitted the copy
 of the report of the Magistrate
 in this suit. Even, we did not
 take any steps to call for
 the record of the C.P.C.
 proceeding. In that proceeding,
 we claimed possession over
 Dec no 511.
 (Further cross-examination
 reserved)

Ambarnalati Ghosh

120
 28/8/02

Further Cross-examination of D.W. 2 Smti Subarnalata Devi recorded on
22/4/08 in connection with Title Suit No. 84/03.

(On Oath)

X X X X X X

I am not aware if the High Court case bearing No. W.P.(C) 8615/2003 has been heard and disposed of by the Hon'ble High Court on 10/3/08. Ext-31 is the certified copy of the order passed in the said High Court case. The statements made in para 11 of my affidavit to the effect that "The Deputy Commissioner, Kamrup, vide his letter dtd. 10/2/99 sought report from the Circle Officer, Dispur and the Circle Officer submitted a report regarding the status of the land" has not been mentioned in the written statement filed by me. That report of Circle Officer is not submitted by me nor it was called for in the present suit and it was also not exhibited. I know defendant No. 7 Shri Gobindopal Das by name who is aged about 50 years. As stated in para 12 of my affidavit that Gobindopal Das dispossessed the Sainity from the suit land on 4/3/99 but said date and manner of dispossession was not mentioned in the written statement. The Sainity has no document to show that the suit land has been settled by the Govt. with the Sainity and this version of paragraph 13 was also not incorporated in the written statement. In patta No. 86 of Jatia Village of Beltola Mauza there are having 4 pattadars namely Debendrapal Das, Davapal Das, Satyapal Das and another person whose name I do not remember. They were the owners of land measuring 7 Bighas 2 Kathas 19 Lechas. We have not instituted any suit for cancellation of sale deed executed by one of the pattadars. The land which we claim is covered by Dag No. 511 of K.P. Patta No. 86. We claim the said land as a piece of Sarkari land. I do not know if the patta No. 86 still continues. The Title Suit No. 53/99 was brought by the Sainity only for possession and not for declaration of right, title and interest. The order dated 6/2/03 passed by the Govt. of Assam on appeal filed by us, as stated in para 15 of my affidavit, was challenged by the plaintiff by filing W.P.(C) No. 8615/03 and the Hon'ble High Court by order dated 10/3/08 has directed the

Subarnalata Devi

Commissioner and Secretary, Govt. of Assam for passing appropriate order taking into view the repeal of the Urban Land (Ceiling and Regulation) Act, 1976. Consequently the order dated 6/2/03 as referred in paragraph 15 of my affidavit stands cancelled/set aside. It is a fact that in the earlier suit i.e. T.S. No. 53/99, none of the pattadars were made parties in that suit and the sole defendant namely Gobindopal Das was not a pattadar. We have not filed in this suit the certified copies of the orders dated 16/3/99 and 23/3/99 passed in T.S. No. 53/99. I admit that the name of the plaintiff has been mutated in respect of the suit land. We have not filed any appeal against said mutation order. The present plaintiff was not a party to the earlier Title Suit No. 53/99 instituted by our Samity. Record reveals that the plaintiff has purchased the suit land from Devendrapal Das who was one of the pattadars and owner of the suit land. In our written statement we have not made any counter-claim in this suit. It may be correct that the plaintiff has obtained mutation of its name in holding No. 2178 of an Ekchali house standing on the suit land and we have not challenged that holding and mutation. We have no claim over any land covered by Dag No. 502 of K.P. Patta No. 87 of village Jatia under Beltola Mauza which has been purchased by the plaintiff. It is not a that the Samity has no right, title and interest over the suit land and for wrongful gain, the Samity is claiming the suit land.

Dictated and corrected by me

Civil Judge No. 2,
Guwahati.

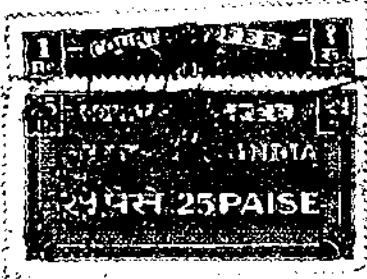
R.O. & A.C.

Civil Judge No. 2,
Guwahati.

Subarna Lakshmi Devi

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

AT GUWAHATI



*Filed by
P. Goswami
Advocate
19/3/07
Bm Chandra Chatterjee*

P.S. 84/03.

M/s, Sankardev Commercial Pvt. Ltd.

... Plaintiff

- Vs -

Lakhimi Nagar Mahila Samiti

... Defendants.

Evidence on affidavit of D.W. 3.

*Copy Entered
Copy received
Chatterjee
19/3/07*

1. Sri Bhabesh Thakur, S/O Late Rohidhar Thakur, 39
aged about 63 years, resident of Lakhimi Nagar, Hatigaon,
Guwahati in the district of Kamrup, do hereby solemnly
affirm and declare as follows :

1. That, I am a resident of Lakhimi Nagar, Hatigaon, Guwahati
and I know the defendant No.1 and 2 of the instant suit.

2. That, the Lakhimi Nagar Mahila Samiti works for upliftment
of the cause of the women and children of the area. The
local residents of the Lakhimi Nagar are also equally involved
in the said cause of the samiti.

3. That, I know the residents of the Lakhimi Nagar area
being in need of a plot of land for construction of a Naamghar
submitted a representation before the Revenue Minister for
allotment of their already occupied land measuring 3K 5L in
that area. In the year 1998.

Contd...2/-

19/3/07 2 19/3

- 2 -

4. That, the Lakhimi Nagar Mahila Samiti has been in occupation of the disputed land since June, 1998. The members of the samiti and the residents of the locality have improved the land by clearing jungles, earth filling and made the same habitable by spending a good sum of money collected by them from the public. The samiti has constructed thereon a Naamghar with C.I. sheet roof, tarza wall where regular Naam Prasanga were being held. The samiti has also constructed a temporary shed with CI sheet roof and tarza wall for their office purpose.

Bhabush Thakur

5. That, Govinda Pal Das along with some other persons, with a view to illegally grab the disputed land had been disturbing the peaceful possession of the Lakhimi Nagar Mahila Samiti over the suit land and ultimately in the year 1999 said Govinda Pal Das illegally dispossessed the samiti from the suit land by demolishing the houses standing thereon.

6. That, I know the samiti filed a title suit against said Govinda Pal Das which was decreed in favour of the samiti.

7. That, I know that the suit land measuring about 3K 5L was lying vacant for many years and the samiti occupied it and formally applied to the Government for setting the same with the samiti.

8. That, the plaintiff company who have committed framed fraud by claiming to have been occupation of the land, infact they have fraudulently occupied the land in respect of which the suit filed by the samiti against Govindia Pal Das was decreed in favour of the samiti.

9/19/3

Contd....3/-

- 3 -

9. That, the statements made above in paragraph-1 to 8 are true to my knowledge.

And I sign this affidavit on this the 19th day of March, 2007 at Guwahati.

Identified by me :

Debjit Goswami
Advocate.

Bhabani Thakur
DEPONENT

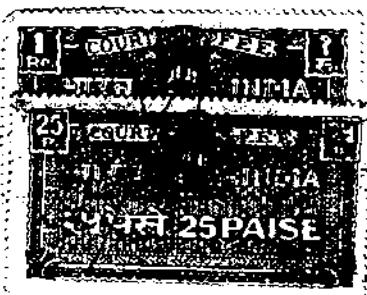
solemnly affirmed before me by the deponent who is personally known to me / identified by

D. Goswami

Jamsh — *Shankar*
Sheristadar 19/3/07
District & Sessions Judge
Kamrup, Guwahati

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

AT GUWAHATI



*Filed by
D. Goswami
Mavocable
19/3/03
Analya Malakar*

T.S. 84/03.

M/s. Sankardev Commercial Pvt. Ltd.

... Plaintiff

- Vs -

Lakhimi Nagar Mahila Samiti

... Defendants.

Evidence on affidavit of D.W. 4.

I, Smti. Analya Malakar, W/O Ihaneswar Malakar,
aged about 60 years, resident of Lakhimi Nagar, Hatigaon,
Guwahati in the district of Kamrup, do hereby solemnly
affirm and declare as follows :

1. That, I am a member of Lakhimi Nagar Mahila Samiti and I know the facts and circumstances of the suit.
2. That, the Lakhimi Nagar Mahila Samiti is a registered Mahila Samiti and the primary object of the samiti is upliftment of the cause of women and children of the Lakhimi Nagar area and the residents of the Lakhimi Nagar area are also equally interested in the said cause. ~~2~~
3. That, the residents of the Lakhimi Nagar area being in need of a plot of land for construction of the Maamghar in the locality prayed before the Hon'ble Revenue Minister for an area of 3 Katha 5 Lecha already occupied by the samiti.

Contd....2/-

*Copy Attached
19/3/04*

*See p.
19/3/04*

2 19/3

- 2 -

4. That, we the members of the samiti submitted a application before the said minister which was sent by the Minister to the Deputy Commissioner, Kamrup, Guwahati for enquiry and report.

5. That, the said land already occupied by the samiti measuring 3K 5L has been shown as ceiling limit and subsequently declared as vacant land and deemed to have been acquired by the Govt. we were in occupation of the land prior to the land was acquired by the government.

6. That, we have been in occupation of the said plot of land measuring about 3K 5L in dag No.511, K.P.Patra No.86, vill-Jatia, Mouza Beltola, since June,1998. We the members of the samiti and the residents of Lakhimi Nagar have improved the land by clearing jungles, earth filling and made the same habitable by spending a good sum of money collected by us from the public with the help of the residents of the locality, we constructed a Naamghar with C.I. sheet roof, tarza wall over the land where regular Naam prasanga were being held and we also constructed thereon at our own cost a temporary shed with C.I. sheet roof and tarza wall for our office purpose.

7. That, Govinda Pal Das along with some other person, with a view to illegally grab the disputed land has been disturbing our peaceful possession over the suit land and ultimately on the afternoon of 4-3-99 said Govinda Pal Das completely dispossessed us from the suit land by demolishing the houses standing thereon.

8. That, the samiti filed a Title suit being No.53/99 against Govinda Pal Das who was the sole defendant in that suit, who raised a boundary wall by violating the order of injunction passed by Civil Judge(Jr.Div) No.2 at Guwahati, and ultimately the suit was decreed in our favour.

Contd...3/-

Abalaya Malakar

1993

9. That, the plaintiff was never in occupation of the land till the month of September, 2002 only to frustrate the legally obtained decree by us in T.S. 53/99 the plaintiff probably got the ekchali assessed in their name in collusion with G.M.C. Staff B.

10. That, in Title execution ^{N.S. 53/99} while the officer from the Civil Nazarat went to execute the decree on the basis of the writ the plaintiff showed the stay order obtained from the executing court and as a result the execution could not be given effect to.

11. That, the plaintiff company who have committed fraud by claiming to have been in occupation of the land covered by dag No. 502 of K.P. Patta No. 87 but in fact they have fraudulently occupied the land covered by dag No. 511 of K.P. Patta No. 86 in respect of which T.S. 53/99 was decreed in our favour.

12. That, the plaintiff is not entitled to any decree and the suit filed by the plaintiff is liable to be dismissed with cost.

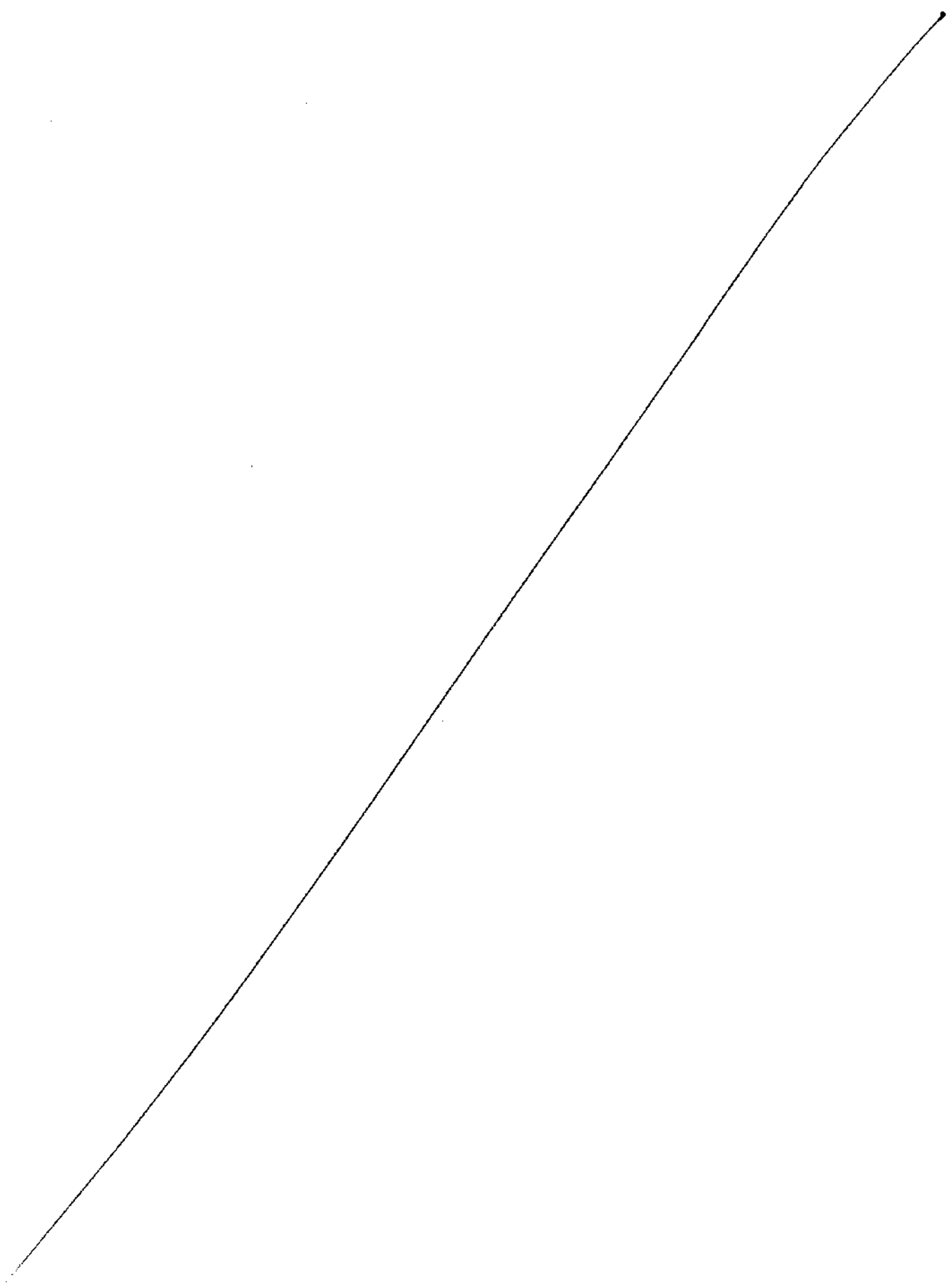
13. That, the statements made above in paragraph 1 to 12 are true to my knowledge and the rest are my humble submission before the Hon'ble Court.

And I sign this affidavit on this the 19th day of March, 2007 at Guwahati.

Identified by
Debojit Goswami
Advocate.

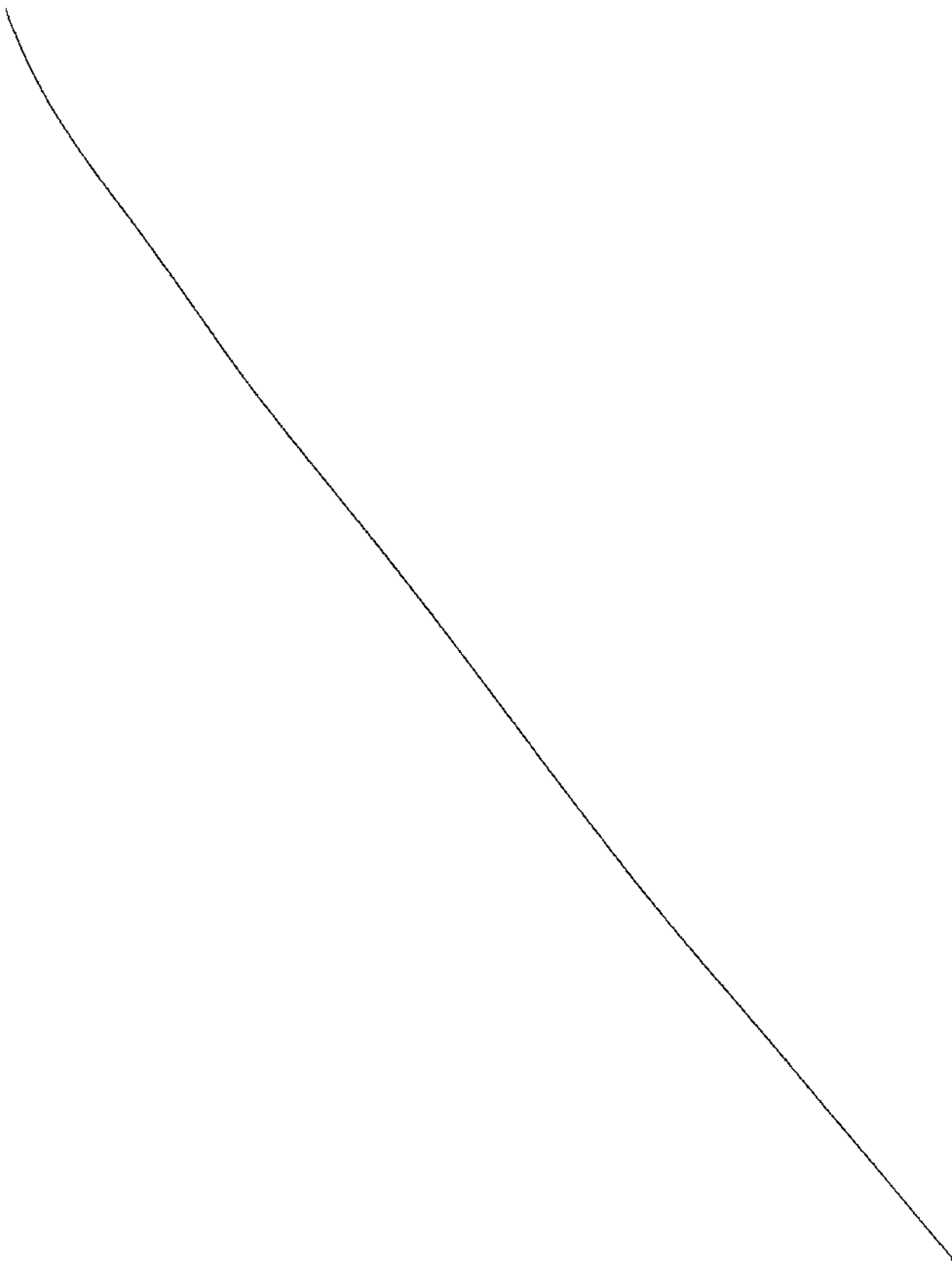
Ahalya Malakar
DEPONENT

Solemnly affirmed before me by the deponent who is personally known to me / identified by *Debojit Goswami Adv.*
James S. Thakur
Sherkadar
District & Sessions Judge
Kamrup, Guwahati
19/3/07



1 2 3

4 5 6



...

...

Cross-examination of D.W. 4 Smti Ahalya Malakar recorded on 30/7/08 in
connection with Title Suit No. 84/03.

(On Oath).

X X X X X

I have filed an affidavit in support of the defendant No. 1 i.e. Lakhmi Nagar Mahila Samity which is in English and I know how to read and write English. My affidavit was prepared in the Court office by my learned counsel. I am a member of the defendant No. 1 since 1997 which was registered in the year 1990-91 and one Smti Subamalata Devi is the Secretary and Smti Anai Prabha Das is the President of the Samity. As member of the Samity, I know about a previous title suit but I did not depose in the previous suit. I do not know whether there was any resolution submitted here authorizing the Secretary to initiate the suit or to defend the suit or not. The land claimed by the defendant No. 1 Samity is covered by Dag No. 511 of patta No. 86. I am not sure as to what was the dag number and patta number of the suit land claimed by the plaintiff in the present suit. The suit land is bounded by pucca boundary wall having a gate and inside the suit land, there is an ekchall house having electric connection as well as another small house with tubewell. The defendant No. 1 Samity is in possession of documents regarding ownership and title over the land claimed by our Samity. I do not know whether that type of documents were submitted by our Secretary in the present suit or not. The land claimed by the Samity is a piece of sarkari land. The Secretary of the defendant No. 1 Samity did not discuss anything with me before filing of the written statement in the present suit and as such, I do not know what was the version stated by the Secretary in the written statement filed on behalf of the defendant No. 1 Samity. I do not know whether any case was initiated in the Court of Executive Magistrate etc. at Guwahati concerning the land claimed by the defendant No. 1 Samity or not. I have no document to show and prove that probably the plaintiff side with collusion with Gauhati Municipal Corporation staff managed to get holding for ekchall house over the suit land. The houses constructed by the plaintiff upon the suit land have been assessed as holdings by the authority of GMC. In my opinion, the Samity has not lodged any separate complaint or instituted any suit or proceeding to cancel the holding numbers obtained by the plaintiff in respect of the suit land. I cannot say when or in which year, the ekchall house was

constructed by the plaintiff over the suit land. But the boundary wall was started in the year 2000. I myself in my individual capacity never enquired about the right of the plaintiff over the suit land. As per my memory, the Samity was first dispossessed from the suit land on 4/3/99 by one Gobinda Pal Das where I was present personally and the earlier suit was initiated by the Samity against said Gobinda Pal Das. In the previous suit, the present plaintiff i.e. M/s Sankardev Commercial Pvt. Ltd. as well as its directors were not the parties. I do not know if the present suit land was purchased by the plaintiff. I do not know whether the present suit land is a different land as stated by me or the Samity covered by Dag No. 211 and patta No. 85. DW 1 Shri Khagen Balshya is a businessman by profession carrying on transportation business having numbers of vehicles owned by him and he is a resident of Lakhminagar, about 1 KM away from the suit land. In my affidavit, I have mentioned that our Samity has submitted an application before the Minister at Dispur for settlement of the land for the Samity which was forwarded by the Minister to the Deputy Commissioner, Kamrup for enquiry and report but I cannot say whether any copy of said petition was submitted here in the present suit or not. Personally I have no document as such in my possession. I have no document to show that the suit land was a ceiling surplus land and it was acquired by the Govt. and previously it was under our possession as stated by me in para 5 of the deposition. I have not seen any resolution taken by the Samity before the land was occupied by our Samity. I have no knowledge that after the previous suit was decreed in our favour and after filing an execution case, whether Civil Nazir was there to execute that decree to deliver possession in our favour or not. It is not a fact that the plaintiff M/s Sankardev Commercial Pvt. Ltd. has proper right, title and interest over the suit land possessed by them and our Samity is in no way connected with the suit land.

সাক্ষরিত
 ডায়েরী
 নং ১৩৫
 ডি. ১৩/১০/১৯

R.O. & A.C.

Dictated and corrected by me

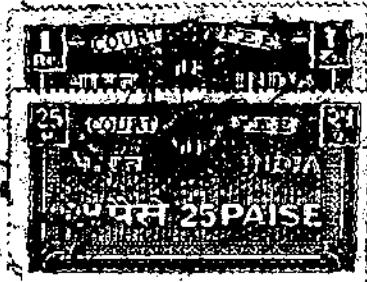
Civil Judge No. 2,
 Guwahati.
 (Signature)
 Do. 2

Civil Judge No. 2,
 Guwahati.
 (Signature)

128

Judge No-2
(Metro) Guwahati

IN THE COURT OF CIVIL JUDGE (SR. DIVISION) NO. 2 (K)
AT GUWAHATI



T.S. 84/03.

M/s. Sankardev Commercial Pvt. Ltd.

... Plaintiff.

- Vs -

Lakhimi Nagar Mahila Samiti

... Defendants.

*Filed by
S. Goswami
20/03/03
Anupama Bhattacharjee*

Evidence-on-affidavit of D.W. 5.

I, Smti. Anupama Bhattacharjee, W/O Siba Prasad Bhattacharjee, aged about 79 years, resident of Lakhimi Nagar, Hatigaon, Guwahati, in the district of Kamrup, do hereby solemnly affirm and declare as follows :

1. That, I am a member of Lakhimi Nagar Mahila Samiti and I know the facts and circumstances of the suit.
2. That, the Lakhimi Nagar Mahila Samiti is a registered Mahila Samiti and the primary object of the samiti is upliftment of the cause of women and children of the Lakhimi Nagar area and the residents of the Lakhimi Nagar area are also equally intrested in the said cause.
3. That, the residents of the Lakhimi Nagar area being in need of a plot of land for construction of the Naamghar in the locality prayed before the Hon'ble Revenue Minister for an area of 3K 5L already occupied by the Samiti.

Contd.....2/-

*Copy enclosed
Copy received
On 17/03/03*

*See
19/3/03*

19/3

4. That, we the members of the samiti submitted an application before the said Minister which was sent by the Minister to the Deputy Commissioner, Kamrup, Guwahati for enquiry and report. *by*

5. That, the said land already occupied by the samiti measuring 3K 5L has been shown as ceiling limit and subsequently declared as vacant land and deemed to have been acquired by the Govt. we were in occupation of the land prior to the land was acquired by the government. *Anushona Chatterjee*

6. That, we have been in occupation of the said plot of land measuring about 3K 5L in dag No.511, K.P.Patta No.86, vill-Jatia, Mouza Beltola, since June, 1998. *Samiti have improved the* we the members of the land by *by* clearing jungles, earth filling and made the same habitable by spending a good sum of money collected by us from the public with the help of the residents of the locality, we constructed a Naamghar with C.I. sheet roof, tarza wall over the land where regular Naam prasanga were being held and we also constructed thereon at our own cost a temporary shed with CI sheet roof and tarza wall for our office purpose.

7. That, Govinda Pal Das along with some other person, with a view to illegally grab the disputed land has been disturbing our peaceful possession over the suit land and ultimately on the afternoon of 4-3-99 said Govinda Pal Das completely dispossessed us from the suit land by demolishing the houses standing thereon.

8. That, the samiti filed a T.S. being No.53/99 against Govinda Pal Das who was the sole defendant in that suit, who raised a boundary wall by violating the order of injunction passed by Civil Judge (Jr. Div) No.2 at Guwahati, and ~~xxx~~ ultimately the suit was decreed in our favour.

Contd.....3/-

1997

9. That, the plaintiff was never in occupation of the land till the month of September, 2002, only to frustrate the legally obtained decree by us in T.S. 53/99 the plaintiff probably got the ekchali assessed in their name in collusion with G.M.C. staff.

10. That, in Title execution ^{no 53/02} while the officer from the Civil Dg, Nazarat went to execute the decree on the basis of the writ the plaintiff showed the stay order obtained from the executing court and as a result the execution could not be given effect to.

11. That, the plaintiff company who have committed fraud by claiming to have been in occupation of the land covered by dag No. 502 of K.P. Patta No. 87 but in fact they have fraudulently occupied the land covered by dag No. 511 of K.P. Patta No. 86 in respect of which T.S. 53/99 was decreed in our favour.

12. That, the plaintiff is not entitled to any decree and the suit filed by the plaintiff is liable to be dismissed with cost.

13. That, the statements made above in paragraph 1 to 12 are true to my knowledge and the rest are my humble submission before the Hon'ble Court, and I sign this affidavit on this the 19th day of March, 2007 at Guwahati.

Identified by

Dipak Baruah
Advocate. 19.3.07.

Anupurna Bhattacharya

DEPONENT

Solemnly affirmed before me by the deponent who is personally known to me, on this 19th day of March, 2007.

Sri/Smt. *D. Baruah*

Jinish
sheristadar
District & Sessions Court
Kamrup, Guwahati
19/3/07

In the Court of Civil Judge No. 2, Kainrup at Guwahati

Assam Schedule VIII, Form No. 93

Title Suit No. 84/09

High Court Criminal Form No. (M)-83

Sankardev Commercial Art Ltd

Lakshmi Nagar Mahila Samity & ors.
 - Plaintiffs
 - Defendants

FORM FOR RECORDING DEPOSITION

Cross-Examination

THE DEPOSITION of Smt. Anupama Bhattacharjee

aged about 82 years taken in oath of solemn affirmation under provision 2 of the Indian Oaths Act, X of 1878, before me

this 20th day of February of 2010

My name is

My father's name is

by caste

Police Station

I reside at present in 'Mauza'

District

My house is at Mauza

District

Police Station

where I am

I am

Cross-Examination of Defendant Witness No.5 Smt. Anupama Bhattacharjee recorded on Commission on 20-2-2010

I have not submitted any document to show as member of Lakshmi Nagar Mahila Samity before this Honible court. I have not submitted any document to show that the Lakshmi Nagar Mahila Samity is a registered Mahila Samity and I also have not filed the bye laws of the Mahila Samity. I do not know the Dug and Patta Nos. of the land occupied by Mahila Samity measuring 3 Kathas 5 Uchhas. and I also do not remember from when Mahila Samity occupied the land. I also do not remember the boundaries of the land occupied by Mahila Samity. I do not remember the date when we approached the Honible Revenue Minister for the land occupied by us. One pal Das was the paltadar of the land occupied by Mahila Samity.

Anupama Bhattacharjee

I don't remember, I do not know and who
instituted the Title Suit No. 53/99. I cannot
say whether violation case has been instituted
against Gobinda Pal Des. in Title Suit No. 53/99.

Anu Karna Bhattacharya

read over and corrected
Partha Choudhury
Advocate - Commissioner
20-2-2010.

PAPER BOOK

(Part II)

TITLE APPEAL NO.: 10/2014

DISTRICT: KAMRUP(METRO)

M/S Sankardev Commercial Pvt. Ltd.....Appellant/ Plaintiff

Vs

Lakhimi Nagar Mahila Samiti and ORS.....Respondent/ Defendant



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THE COMPANIES ACT, 1956

(A COMPANY LIMITED BY SHARES)

Ex-1

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

SANKARDEV COMMERCIAL
PRIVATE LIMITED

GUWAHATI

Company No. 1
Ch. 24/2/05

1/11

EX-1
Case No. T.S. 89/23
Date 25/2/05
Civ. Judge (S. Div.)
GUWAHATI



Ex-1(1)

सरम० आई० आर०

From I. R.

निगमन का प्रमाण पत्र

CERTIFICATE OF INCORPORATION

ता० की० सं०

No. 02 05120 of 1997-98

में एतद्वारा प्रमाणित करना हुआ कि आज

कम्पनी अधिनियम 1956 (1956 का 1) के अधिनियमित की गई है और कम्पनी परिसीमित है।

I hereby certified that SANKARDEV COMMERCIAL PRIVATE LIMITED, is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is limited.

मेरे हस्ताक्षर से आज ता० को दिया गया

Given under my hand at SHILLONG this 15th (Fifteenth) day of July One thousand nine hundred and Ninety-Seven,

Company

dt 25/7/05

(S. R. KOM)

कम्पनियों का रजिस्ट्रार

Register of Companies

Assam, Meghalaya, Manipur, Tripura, Nagaland
Arunachal Pradesh & Mizoram, Shillong.

X 180

EX-1(1)
Case No. 84/03
Date 25/7/05
Civil Judge (Sr. Dist) No-1
BWAHATI

THE COMPANIES ACT, 1956

MEMORANDUM OF ASSOCIATION
OF
SANKARDEV COMMERCIAL PRIVATE LIMITED
(A PRIVATE COMPANY LIMITED BY SHARES)

- I. The name of the Company is SANKARDEV COMMERCIAL PRIVATE LIMITED.
- II. The Registered Office of the Company will be situated in the State of Assam.
- III. The objects for which the Company is established are as follows :
 - A. MAIN OBJECTS TO BE PURSUED ON ITS INCORPORATION ARE :
 1. To purchase, take on lease or licence or in exchange, hire or otherwise acquire any immovable, or movable property, patents, licences, rights or privileges which the Company may think necessary or convenient for any business of the Company and to construct, maintain and alter any immovable or movable property or works necessary or convenient for the purpose of the Company and to pay for the same either in cash or in shares or otherwise and to sell, let, lease or under lease or otherwise dispose of or grant right over any movable or immovable property belonging to the company, if not immediately required for the business of the company.
 2. To carry on the business of order suppliers, merchants and trader, buyers, sellers, exporters and importers of and dealers of merchandise of every description.
 3. To construct, develop, run markets, Hospitals cinema hall etc.
 - B. OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE :
 1. To carry on all kinds of agency business and to take part in the managements, supervision or control of business or operations of any other company, association, firm or person and in connection therewith to appoint and remunerate any directors, accountants and other experts or agents.

2. To employ experts with or without payment to investigate and examine into condition, prospects value, character and circumstances of any business, under taking, person (s) and generally of any assets property or right.
3. To take part in the promotion, formation, supervision and control of the business of the company having similar objects or association and in particular to form, constitute, float and render other financial services.
4. To open current, cash credit, overdraft, loan, deposit or saving accounts with any bank or financial institution and to draw, make, accept endorse, discount, execute and issue, promissory notes, bills or exchange, hundies, bills, of lading, warrants, debentures and such other negotiable or transferable instruments of all types and to buy the same.
5. To pay for preliminary and pre-incorporation expenses of the company.
6. To purchase or other wise acquire, erect, maintain or reconstruct any building, offices, equipments or machinery and other things found necessary for attaining main objects of the company.
7. To enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture, reciprocal concessions or otherwise with any person from or company carrying on or engaged in any business or transaction which this company is authorised to carry on and subject to Sec. 391 to 394 of the Companies Act, 1956, to amalgamate with any part similar to those of the Company.
8. To establish branches offices or agencies any where in India or outside India for the purpose of enabling the company to carry business and to discontinue, if necessary, at any time and reconstitute any such branches, offices or agencies.

- 9. To pay for any property or rights acquired by the company either in cash or by issue of fully or partly paid up shares of the company or partly in one mode and partly in another and generally on such terms as may be determined by the directors.
- 10. To advance money not immediately required by the company or give credit to such persons, firms or companies and on such terms with or without Security as may seem expedient and in particular to customers of and such other having dealing with the company and to give guarantees or securities of any such persons, firms or companies as may appear proper or reasonable provided that the company shall not carry on the business of Banking, within the meaning of Banking Regulation Act, 1949.
- 11. To create any depreciation fund, reserve fund, sinking fund, provident fund, super-annuation fund or any special or other such fund, whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the company or for redemption of redeemable preference shares, workers welfare or for any other such purpose conducive to the interest of the company.
- 12. To institute, conduct, defend, compound or abandon any legal proceedings by or against the company and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demand by or against the company to arbitration and to observe and carry out the terms of the awards.
- 13. To refer to or agree to refer any claims, demands dispute or any other question by or against the company or in which the company is interested or concerned, and whether between the company and the member or members of the company and third parties, to arbitration and to observe and perform and do all acts, matters and things to carry out or enforce the awards.

14. To organise information cell and Data Bank relating to Industrial and other economic activities and to provide information for the development of Industries to entrepreneurs.
15. To under take and execute any trusts the under taking or which may seem desirable, either gratuitously or otherwise, for the attainment of the main objects of the company.
16. To do all other things as may deemed incidental or conducive to that attainment of the above objects or any of them.
17. To undertake, carry out, promote and sponsor any activity for publication of any books, literature, newspapers or organising lectures, conferences or seminars, workshops, training programmes, for giving merit awards, scholarship, loans or academic pursuits or researchers and for establishing assistance to any institution, fund trust.
18. To advance and lend money and assets of all kinds upon such terms as may be arranged.

C. OTHER OBJECTS FOR WHICH THE COMPANY IS ESTABLISHED ARE :

1. To manufacture, process, buy sell, import, export, and otherwise deal in all kinds, of pharmaceuticals, medicinals, chemicals, chemical preparations and compounds, drugs and formulations.
2. To carry on the business as dealers, manufacturers, sellers or otherwise deal in equipments, appliances, accessories, chemicals compounds, consumables of all types and descriptions usually used in colleges, hospitals, dispensaries, laboratories institutions, societies and by persons or other authorities in India or elsewhere.

3. To act as general contractors in any branch of engineering and to act as suppliers of goods and services to any govt., semi-govt. or non-govt. organisations.
4. To engage in the business of real estate developer and to acquire, develop and improve land and hereditaments and to erect and build there on flats, houses and other buildings and to hold, occupy, letout, mortgage, sell or otherwise deal with the same.

IV. The liability of the members is limited.

V. The authorised share capital of the Company is Rs. 5,00,000/- (Rupees Five Lakhs) divided into 5,000 (Five Thousand) equity shares of Rs. 100/- (Rupees One hundred) each with power to increase or reduce the capital of the Company and to divide the shares into several classes, and attach thereto, respectively. Such preferential, differed, qualified or special rights, privileger, considerations as may be determined by or in accordance with the regulations of the Company and to vary, modify or abrogate any such rights privileges and conditions, in such manner as may be permitted by the Companies Act, 1956 or provided by the regulations of the company for the time being.

We the several persons whose names and addresses are subscribed below, are desirous of being formed a Company, in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the company as set opposite our respective names.

Name, Address, Description & occupation of the subscribers	Signature of the subscribers	No. of shares taken by each subscribers	Signature, name, address, description & occupation of witness.
SRI KHANINDRA TALUKDAR S/o. Late Rajen Ch. Talukdar Anil Nagar, Rajgarh Link Road, Guwahati-781007 (Assam) Occ : Business	Sd/- Sri Khanindra Talukdar	100 (One hundred) equity	I witness the signature of all the subscribers of the Memorandum Sd/- Rajendra Kr. Gupta RAJENDRA KUMAR GUPTA' A.C.A. Chartered Accountant G. S. Road, Manipuri Basti Guwahati-781007 (Assam)
SRI DEVABRATA TALUKDAR S/o. Late Rajen Ch Talukdar Anil Nagar, Rajgarh Link Road, Guwahati-781007 (Assam) Occ : Business	Sd/- Sri Devabrata Talukdar	100 (One hundred) equity	
SRI KUSHAL KALITA S/o. Mr. Harilal Kalita Vishnu Rava Nagar Moonmati, Guwahati-781020 Occ : Business	Sd/- Sri Kushal Kalita	100 (One hundred) equity	

Place : GUWAHATI

DATE : 15-7-97

(6)

THE COMPANIES ACT, 1956

ARTICLES OF ASSOCIATION
OF
SANKARDEV COMMERCIAL PRIVATE LIMITED
(A PRIVATE COMPANY LIMITED BY SHARES)

I. PRELIMINARY :

1. The Regulations contained in Table A the Schedule to the Companies Act, 1956 shall apply to the Company except in as far as otherwise expressly incorporated here in after.

II. INTERPRETATION :

2. (i) In these Regulations :

a) "The Act" means The Companies Act, 1956 as amended, from time to time.

b) "The Company" means SANKARDEV COMMERCIAL PRIVATE LIMITED.

c) "The Seal" means the common seal of the Company.

ii) Unless the context otherwise requires, words or expression contained in these Regulations shall bear the same meaning as in the Act, or any statutory modification there of in force. Association and the Articles of Association and the Regulations of the Company.

III. PRIVATE COMPANY :

3. The company is a private company within the meaning of section 3 (1) (iii) of the Companies Act, 1956 and accordingly :

a) No invitation shall be issued to the public to subscribe for any shares in or debentures of the Company.

- b) The number of members of the company shall be limited to fifty (Exclusive of persons who are employees of the company and person who having been formerly in the employment of the company were members of the company while in that employment and have continued to be members after the employment ceased) provided that where two or more persons hold one or more shares in the company jointly, there shall, for the purpose of this articles, be treated as single number , and
- c) The right to transfer the shares of the company is restricted in the manner and to the extent here in after provided.

IV. SHARE CAPITAL AND VARIATION OF RIGHT :

4. a) The authorised share capital of the Company is Rs. 5,00,000 (Rupees Five Lakhs) only divided into 5,000 (Five Thousand equity shares of Rs. 100/- (Rupees one hundred) each with power to increase and reduce the authorised share capital of the company and to divide the share capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or condition of the company and to vary or modify such rights, privileges or conditions in such manner as may for the time being provided by the regulations of the company.
- b) The shares shall be under the control of the Board of Directors, who may allot or otherwise dispose of the same to such persons at and such time and on such terms conditions as they may think fit and proper.
- c) The Directors may issue at par or at a premium the whole or any portion of the share capital of the company for subscription at any time and may reserve any portion thereof for issuing in future as they may think fit.
- d) The Directors may also allot and issue shares of the Company as full payment or part payment for any property sold or transfered, goods or machinery supplied or for services rendered to the Company and shares which may so allotted may be issued as fully or partly paid up shares as the case may be.

- a) The joint holders of the share shall be severally, as well as jointly liable for the payment of the interest on the instalments and calls and interest on the instalments and any calls due in respects of such shares etc. or transferred.
 - b) The company shall not be bound to recognise any equitable contingent, future or partial claims to or interest in such share on the part or any other persons, save as herein provided or save as ordered by some court of competent jurisdiction.
6. The certificate of the title to shares shall be issued under the common seal of the Company and shall be signed in accordance with Companies (issue of share certificate) Rule, 1960.
 7. Every member shall be entitled to one certificate for all shares registered in his name or to several certificates each for one or more such shares.
 8. In respect of any shares held jointly by several persons the Company shall not be bound to issue more than one certificate for a shares and delivery to one several joint holders shall be sufficient delivery to all such holders.
 9. The business of the Company may be commenced as soon as after the incorporation of the Company as the Directors may think fit and notwithstanding that part of the share have been allotted.
 10. Except as required by law no person shall be recognised by the Company and the Company shall not be bounded by or compelled in any way to recognise (even when having notice thereof) any other rights in respect of any shares, except an absolute right to the entirely thereof in the registered holders.
 11. If a certificate is defaced, lost or destroyed it may be replaced on payment of such fee if any, not exceeding two rupees, and of such out of pocket expenses incurred by the Company in investigating evidence as the Directors think fit, subject to Companies (Issue of share certificate Rules, 1960.)

TRANSFER AND TRANSMISSION OF SHARES :

12. Without prejudice to the provision contained in article 20 thereof no share shall be transferred to a person who is not a member of the company so long any person selected by Directors as one whom it is desirable in the interest of the Company to admit to membership is willing to purchase the same at a price agreed upon by a transferor and the Board of Directors or at the value fixed by the Auditors of the Company.
13. Any share may be transferred :
 - a) by a member or other persons entitled to transfer to any member,
 - b) by a member to any or lineal descendant, son-in-law, father, mother, brother, sister, nephew, niece, wife, or husband of such member and
 - c) in case of death of member by his heir, executor, administrator or by the holder of the succession certificate to any child or lineal descendant, son-in-law, father, mother, brother, sister, nephew, niece, widower of such deceased members.
14. The Directors may also without assigning any reason thereof, refuse the registration of any transfer of shares to person not previously approved by them. But these provision shall not apply to a transfer made in pursuance of clauses (a) (b) and (c) of article 20 thereof.
15. If the Directors refuse to register/transfer any share they shall within two months from the date of which the application for transfer was lodged with the Company, sent to the transferee and transferor notice of refusal,
16. Any person becoming entitled to share in consequence of the death or insolvency of member shall upon such evidence being produced as may be required by the Directors, have the right either to be registered as a member in respect to the share or shares or to make such transfer of the share or shares as the deceased or the insolvent member could have made. But in case of share registered in the names of two or more holders, the survivors shall be the only person or persons recognised by the Company as having any title to the share.

17. a) The instrument of transfer of any shares in the Company shall be executed both by the transferor and the transferee,
- b) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the Register of members in respect thereof.
18. Every application for transfer of any share of the Company shall be accompanied by a transfer fee of rupees two and certificate of share to which it relates and such other evidence as the Board of Directors may reasonably require to show the right of the transferee.

VI GENERAL MEETING :

19. All general meeting other than the annual general meeting shall be called extra-ordinary general meetings.
20. The Board may, whenever it think fit, call an extra ordinary general meeting.
21. a) The first annual general meeting of the Company shall be held within eighteen months of its incorporation.
- b) Subject to the provisions of section 166 of the Companies Act, 1956 each annual general meeting after the first annual general meeting of the Company shall be held within six months after the expiry of each financial year of the Company provided that the gap between two annual general meeting shall not be exceeded 15 months.
22. A general meeting including Annual General Meeting may be called after giving a notice of seven days if deemed fit by the Directors.

VII. PROCEEDINGS AT GENERAL MEETING & VOTES :

23. No business shall be transacted at any general meeting unless 2 members at least are present in person at the time when the meeting proceeds to business.
24. The Chairman, as if any of the Board shall preside as Chairman at every general meeting of the Company.

25. If there is no such Chairman as aforesaid or if he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman of the meeting, the Directors present shall elect one of their members to be chairman of the meeting.
26. If at any meeting no Director is willing to act as chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of them to be chairman of the meeting.
27. a) The chairman, may with the consent of any meeting at which a quorum present and shall, if so directed by the meeting adjourn the meeting from time to time and from place to place.
- b) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- c) When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall given as in the case of an original meeting.
- d) Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
28. every question submitted to a meeting shall not unless a poll is demanded under section 179 be decided in the first instance by a show of hands and in the case of equality of votes, both on a show of hands and on a poll, the Chairman of the meeting shall have casting vote in addition to the vote to which may be entitled as a member.
29. Subject to any rights or restrictions for the time being attached to any class of shares :
- a) On a show of hands, every member present in person shall have one vote, and
- b) On a poll, the voting right of members shall be as laid down in section 87 of the Act.
30. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of his shares in the Company have been paid.

31. Votes may be given either personally or by proxy, or in the case of a company by a representative duly authorised by a resolution of power of attorney.
32. In case of joint holders, the vote of senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of other joint holders. For this purpose seniority shall be determined by the order in which the names stand in the register of members.
33. The Directors shall cause minutes to be duly entered in minutes book and any such minutes of any meeting of the Directors or of the Company to be signed by the Chairman of such meeting the name and signature of the Directors present at each meeting to the Company.

OR

Subject to the provisions section 193 of the Companies Act, 1956, minutes of the resolutions and proceedings at any general meeting shall be recorded under the signature of the Chairman of the meeting to which it relates or of the subsequent general meeting shall be conclusive of facts therein stated without further proof.

VIII. BOARD of DIRECTORS :

34. Unless otherwise determined by the Company in the general meeting the number of Directors shall not be less than three and not more than eleven.
35. The following persons shall be the first Directors of Company.
1. SRI KHANINDRA TALUKDAR
 2. SR. DEVABRATA TALUKDAR
 3. SR. KUSHAL KALITA

The remaining Directors shall be appointed by the first Directors.

36. a) The board shall have power at any time, and for time to time appoint a person as an additional Director provided the number together shall not at any exceed the maximum strength fixed for the Board by the Articles.

- b) Such persons shall hold office only up to the date of next annual general meeting of the Company but shall be eligible for appointment by the Company, as a Director at that meeting subject to the provisions of the Act,
37. A casual vacancy occurring in the Board of Directors may be filled up by the remaining directors but the persons so chosen shall hold office upto the time, the director in whose place he has been so appointed have remained in office, if he had not vacated.
38. Subject to the provision of article 55 hereof and section 283 of the companies Act, 1956, a director of the Company shall not be required to vacant his office.
39. The Board may pay all the expenses incurred in setting up and registering the Company.
40. The board may pay all the expenses incurred by promoter, director or any other person, firm or association in relation to acquiring any licenses rights, regulation for the Company and purchase any license, right registration held by and such person either before or after its incorporation and the consideration for the same may be paid in cash or by allotment of shares of the Company or partly in one way and partly in the other.
41. The remuneration of a Director shall from time to time be determined by the board of Directors and the same may be in the form of a monthly allowance or in any other manner and such remuneration may be equal or varying the case of each Director.
42. Unless otherwise determined by the Company in general meeting, every director of the Company by way of sitting fee a sum not exceeding Rs. 150/- for each meeting of the Directors attended by him.
43. In addition to the above remunerations the directors may be paid all travelling, hotel and other expenses incurred by them :
- a) In attending and returning from the meeting of the Board of Director or an committee thereof or the General meeting of the company or
 - b) In execution of their duties as director of Company or in connection with this business of the Company.

44. If any director, being willing, shall be called upon to perform extra services, in going or residing away from his place of residence for any of the purposes of the Company or to give special attention to the business as a member of committee of directors or to hold any office in Company or to work as contractor agent or to perform any purposes of the Company. The Company may remunerate the Director for so doing by paying his/her expenses by a fixed sum or by percentage of profits or by fixing monthly allowance of otherwise as may be determined by the Directors and such remuneration may either by in addition to or in substitution for his shares in the remuneration from time to time provided for directors work as contractor agent or to
45. Any Director may hold any other office in the Company in conjunction with the office of director on such terms as to remuneration and otherwise as may be fixed by the board of directors subject to the provisions section 314 of the Companies Act, 1956.
46. The meeting of the Board of Directors shall be held once at least in every three months as required by section 285 of the Act,
47. Subject to the provisions of section: 262, 292, 293, 316, 372 & 386 of the Companies Act, 1956 a resolution in writing and assented to and by signed the majority of directors shall for all purposes be as effected as a resolution passed at a meeting of the directors duly convened and held. For this purpose a copy of the resolution purposed to be passed will be sent to each of the directors who shall fix his signatures there to as a token of assent or shall in case of his dissent expressly so state and return the same within seven days of the receipt thereof, failing which it shall be deemed to have been assented to.
48. The quorum necessary for the transaction of the business of the directors shall be three or one third of the total strength whichever is higher.
49. At the first meeting of the Board, the directors present shall choose one of themselves to be Chairman and the Directors so chosen shall continue as Chairman until otherwise determined by the Board. If at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the meeting, the other directors present may choose and of their member to be the chairman of the meeting.

50. Subject to the provisions of section 297 of the Companies Act, 1956 directors including managing director, if any shall not be disqualified from contracting with the Company either as vendor/purchaser or otherwise for goods, material, services not any such contract entered into by or on behalf of the Company with a relative of such director or firm in which such director or relative is a partner or with any other partner in such firm or with a private Company of which such or director is a member or director be avoided nor shall any director so contracting or being such member or so interested be liable to account to the Company for any profit realised by such contract by reason of such director holding that office of the fiduciary relation thereby establish.
51. All acts done by meeting of the board or committees thereof or by any person acting as a director shall not with standing that it may be afterwards discovered that there was some defect in the appointment of any one or more of the directors or of any person acting as aforesaid or that they or any of them disqualified, be as valid as if every such directors or such person was duly appointed and was qualified to be director, provided that nothing in these articles shall be deemed to give validity to acts done by a director after his appointment has been shown to the Company as terminated.
52. The Company may, subject to the provisions of section 284 of the Act, by ordinary resolution of which special notice has been given remove any director including the managing director, if any, before the expiry of his/her period of office and may by ordinary resolution of which special notice has been given appoint another person in his/her place if the director so removed was appointed by the Company in general meeting.
53. A Director may resign from office upon giving one month's notice in writing to the Company of his intention to do so and such resignation shall take effect upon the expiration of such notice or on acceptance by the board of directors.

IX. MANAGING DIRECTOR OR WHOLE TIME DIRECTOR :

54. The Board may from time to time subject to provisions of section 197 A of the Companies Act, 1956 appoint one or more of their body of the office of the Managing Director or whole time Director for such period and on such remuneration and other terms, as they think fit and subject to the terms of any agreement entered into in any particular case may revoke such appointment. His appointment will be automatically terminated if he ceases to be a Director.
55. A Managing or whole time Director, may be paid such remuneration (whether by way of salary, commission or participation in profits or partly in other) as the Board of Director may determine.
56. The Board of Directors subject to Section 292 of the Companies Act, 1956 may entrust to and confer upon a Managing or whole time Director any of the powers exercisable by them, upon such terms and conditions and with such restrictions, as they may think fit and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw or alter or vary all or such power.

X. PROCEEDING OF THE BOARD :

57. The quorum necessary for the transaction of the business of Directors shall be two or one third of the total number of Director whichever is higher, subject to section 287 of the Companies Act, 1956.
58. Subject to the provisions of Section 285 of the Act, a meeting of the Board of Directors shall be held atleast once in every three calendar months and atleast four such meetings shall be held in each calendar year. The Directors may meet together for the discharge of the business adjourn and otherwise regulate their meetings and proceedings, as they think fit.
59. Notice of every meeting of the Board of Directors of the Company shall be given in writing to every Director for the time being in India and at his usual address in India to every other Director.

60. A Managing Director or a Director or a Director or a Secretary upon the requisition of Director (s) may at any time convene in or meeting of the Directors.
61. The questions arising at any meeting of the Directors shall be decided by a majority of vote the chairman shall have a second or casting vote.
62. The Directors may elect a Chairman of their meeting and determine a period for which he is hold office. If at any meeting the Chairman is not present within fifteen minutes of time appointed for holding the same or is unwilling to preside, the Directors present may choose one of their members to be the Chairman of such a meeting.
63. Subject to the provision of section 292 of the Act, the Directors may delegate any of powers, other than the power to borrow and to make calls debentures and any other powers which by reason of the provision of the Act can not be delegated to Committees consisting of such members of their body as they may think fit and they may, from time to time revoke and discharge any such Committee either wholly or in part either as to persons or persons. Every Committee so formed in exercise of powers so delegated shall conform to any regulations that may from time to time, be imposed on it by the Directors and all acts done by any such committee, in the conformity with such regulations and in fulfilment of the purpose of their appointment, but not otherwise shall have the like force and effect as if by the Board of Directors.
64. A resolution not being a resolution required by the Act or by Articles to be passed only at a meeting of the Directors may be passed without the meeting of Directors or Committee of Directors, provided that the resolution has been circulated in the draft together with necessary papers, if any, to all the Directors or to all the members to the Committee then in India (not less than the quorum fixed for a meeting of the Board or committee as the may be) and to all other Directors or members at their usual addresses in India, and has been approved by such of the Directors as than in India or by a majority of such of them as are entitled to vote on the resolution.

65. All acts done by a person shall be valid, notwithstanding that it may afterwards discovered that his appointment was invalid by reason of any defect or disqualification or had terminated by virtue of any provision contained in the Act, or these Articles, Provided that this Articles shall not give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.

XI. POWER OF THE DIRECTORS :

66. Subject to the Section 292 of the Act, the Director shall have the right to delegate any of their powers to such managers, agents or other persons as they may deem fit and may their own discretion revoke such powers.
67. The Directors shall have powers for the engagement and dismissal managers, engineers, clerks, workers, and assistant and shall have power of general direction, management and superintendency of the business of the Company with full powers to do all such acts, matters and things deemed necessary, proper or expedient for carrying on the business of the Company, and to make and sign all such contracts and to draw and accept on behalf of the Company all such bill of exchange, hundies, cheques, drafts and other Government papers and instruments that shall be necessary, proper or expedient, for the authority and direction of the Company except only such of them as by the Act or by these presents are expressly directed to be exercised by shareholders in general meeting.

XII. ACCOUNTS :

68. a) The board shall from time to time determine whether and to what extent and at what time and places and under what conditions or regulations, the accounts and books of the Company or any of them shall be open to the inspection of members (excepting in the case of directors).
- b) No member (not being a Directors) shall have any right of inspection any of accounts of books accounts of the Company except as conferred by the law, or authorised by the board or by the Company in general meeting.

69. The Directors shall in respects comply with the provisions of section 209, 215, 176, 215, 176 & 221. of the Companies Act, 1956 so far as they are applicable to a private company and the profit and loss account; Balance Sheet and Auditors Report and every other documents required by law to be annexed or attached as the case may be to the Balance sheet as referred to in section 219 of the above referred Act and a copy of the Balance Sheet to be sent to every member and debenture holder of the Company, and every trustee of the Company at least 7 days before the date of general meeting of the Company at which they are to be laid.

XIII. SECRECY :

70. Every manager, trustee, member of a committee, office, servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Board of Directors, before entering upon the duties, sign a declaration pledging himself to observe strict secrecy respecting all bonafide transactions of the Company with its customers and the state accounts with individuals and in matters relating there to and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do by the Directors or by any general meeting or by the law of the country and except so far may be necessary in order to comply with any of the provisions in these presents and the provisions of the Companies Act, 1956.

XIV. BORROWING OWNERS :

71. Subject to the provision of section 58A and 292 of the Companies Act, 1956, and Regulations made there under and directors issued by R. B. I., the Directors shall have the power, from time to time and at their discretion, to borrow, raise or secure the pay some of money for the purpose of the Company in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or bonds of the Company or by mortgage or charge upon all or any of the properties of the Company both present and future including its uncalled capital for the time being.

XV. OPERATION OF BANKS ACCOUNTS :

72. The Board of Directors shall have power to open bank accounts, to sign cheques on behalf of the Company and to operate all banking accounts of the company and to receive payments, make endorsements, draw and accept negotiable instruments, hundies, and bills or may authorise any other person or persons to exercise such powers :

XVI. INDEMNITY :

73. Subject to provisions of section 201 of the Companies Act, 1956, the Chairman, Directors, Auditors, Managing Directors and other office for the time being of the Company and any trustees for the time being acting in relation to any of the affairs of the Company and their heirs and executors, shall be indemnified out of the assets of the Company from or against all bonafide suits or may incur or sustain by reason of any done or committed in or about the execution of their duties in their respective offices except those done through their willful neglect or default. Any such officer or trustee shall not be answerable for acts, omissions, neglect or defaults of any other officer or trustee,

XVII. WINDING UP :

47. a) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and other sanction required by the Act, divided amongst the members in specie or kind the whole or any part of the assets of the company, whether they shall consist of the same kind or not.
- b) For the purpose of the aforesaid the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- c) The liquidator may with the like sanction, vest the whole or any part of such trust for the benefit of the contributors as the liquidators, with the like sanction, shall think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

XVIII. THE SEAL :

75. a) The Director shall provide a common seal for the purposes of the company and shall from time to time destroy the same and substitute a new seal in lieu thereof and the directors shall provide for the safe custody of the seal.
- b) The seal shall not be affixed to any instrument except by the authority of a resolution on the board and in the presence of at least two directors who shall sign every instrument on which the seal shall be affixed by them.

XIX. BALANCE SHEET AND PROFIT AND LOSS ACCOUNTS :

76. Balance Sheet of the Company shall be appointed by the Board of Directors within one month after its incorporation who shall hold office till the conclusion of first annual general meeting.

XX. AUDIT :

77. The first auditors of the Company shall be appointed by the Board of Directors within one month after its incorporation who shall hold office till the conclusion of first annual general meeting.
78. The directors may fill up any casual vacancy in the office of the auditors.
79. The remuneration of the auditors shall be fixed by the Company in Annual general meeting except that remuneration of the first or any auditors appointed by the directors may be fixed by the Board of Directors.

We the several persons whose names and addresses are subscribed below, are desirous of being formed a Company, in pursuance of this Articles of Association and we respectively agree to take the number of shares in the capital of the company as set opposite to our respective names.

Name, Address, Description & occupation of the subscribers	Signature of the subscribers	No. of shares taken by each subscribers	Signature, name, address, description & occupation of witness.
<p>SRI KHANINDRA TALUKDAR S/o. Late Rajen Ch. Talukdar Anil Nagar, Rajgarh Link Road, Guwahati-781007 (Assam) Occ : Business</p>	<p>Sd/- Sri Khanindra Talukdar</p>	<p>100 (One hundred) equity</p>	<p>I witness the signature of all the subscribers of the Memorandum Sd/- Rajendra Kr. Gupta RAJENDRA KUMAR GUPTA A.C.A. Chartered Accountant G. S. Road, Manipuri Basti, Guwahati-781007 (Assam)</p>
<p>SRI DEVABRATA TALUKDAR S/o. Late Rajen Ch. Talukdar Anil Nagar, Rajgarh Link Road, Guwahati-781007 (Assam) Occ : Business</p>	<p>Sd/- Sri Devabrata Talukdar</p>	<p>100 (One hundred) equity</p>	
<p>SRI KUSHAL KALITA S/o. Mr Herilal Kalita Bishnu Rava Nagar Noonmati, Guwahati-781020 Occ : Business</p>	<p>Sd/- Sri Kushal Kalita</p>	<p>100 (One hundred) equity</p>	

Place : GUWAHATI

DATE : 15-7-97

sankardev commercial private limited

COMPANY ADDRESS
RAHAN GARMENTS (1st Floor)
RAJGARH ROAD, GUWAHATI 3
PHONE # (0361) 231100

EXTRACTS OF THE MINUTES OF THE EXTRAORDINARY GENERAL MEETING OF SANKARDEV COMMERCIAL PRIVATE LIMITED HELD ON 29TH JANUARY 2003 AT 10.00 A.M. AT ITS REGISTERED OFFICE.

"RESOLVED that Sri Khanindra Talukdar, Managing Director of the Company be hereby authorised to file and to do whatever is necessary regarding legal affairs of the company."


Chairman

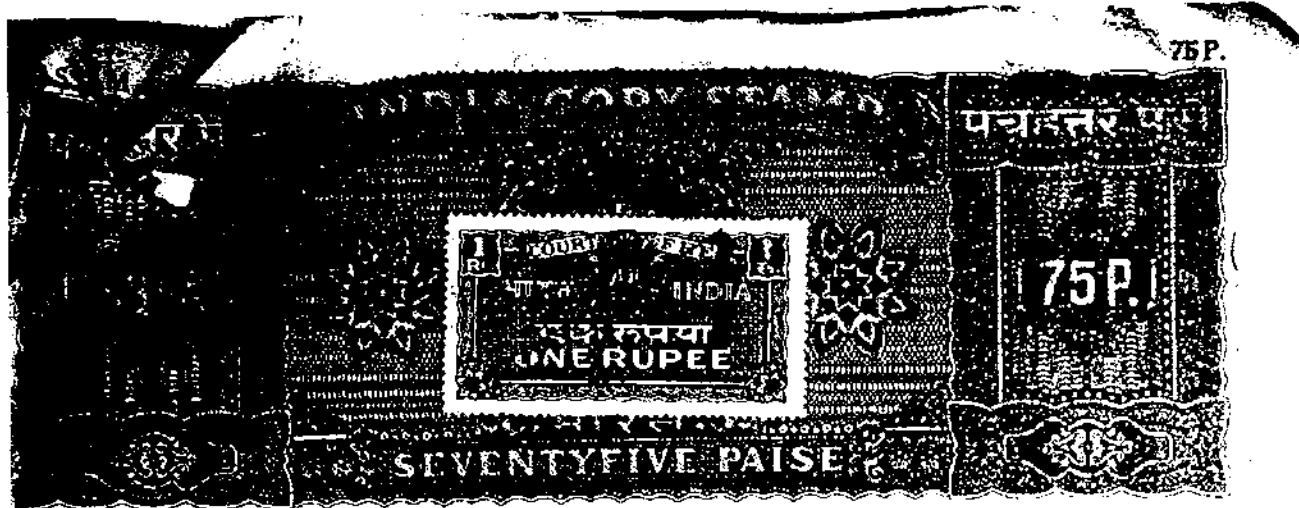
Compared with Original

dt. 25/2/03

No-2
Guwahati

SI - - - - -
Case No. - - - - -
Date - - - - -
Civil Judge (Sr. Divn) No-1
GUWAHATI

SI - - - - -
Case No. TS. 84/03
Date 25/2/03
Civil Judge (Sr. Divn) No-1
GUWAHATI



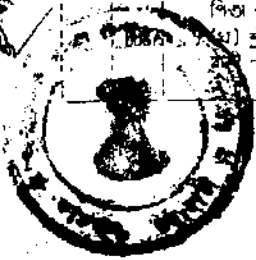
प्रतिनिधि के लिए आवेदन की तारीख Date of application for the copy.	अवश्य और फोलियो की अपेक्षित संख्या सुनिश्चित करने की निर्दिष्ट तारीख Date fixed for notifying the requisite number of stamps and folios.	अपेक्षित स्टाम्प और फोलियो देने की तारीख Date of delivery of the requisite stamps and folios.	तारीख, जबकि देने के लिए प्रतिनिधि तैयार थी Date on which the copy was ready for delivery.	आवेदक को प्रतिनिधि देने की तारीख Date of making over the copy to the applicant.
5/9/08			5/9/08	5/9/08

Assam Schedule XXXVI Form No. 3
Jamabandi For Surveyed Villages
झাৰণি হোৱা গাওঁৰ জমাবান্দি

गाउँ क'ड - 8791858131
गाउँ/ठेका - बर्तमान
छफ - दिशापुर

गाउँ प्रकबर - थेबाल मारु
थोला - बेनठना
जिला - कामरुप

पञ्चाव नं. पूर्वपि नं.	पञ्चावबर नाम अरु पिताबर नाम	प्रतेक्षक दागर		माटिबर		दागेर (ठेका)	जमीन कर (ठेका)	
		नं.	कालि आव	श्रेणी	कालि आव			
1	2	3	4	5	6	7	8	9
8887	1 श्री देवेन्द्र पाल दास पिता - श्री शत्रु पाल	1588	8-4-5	अवधेक	8-4-5	2.22	8.58	
8887	2 श्री विपिन पाल दास पिता - श्री शत्रु पाल	1581	3-8-13	अवधेक	3-8-13	2.33	1.84	
8887	3 श्री बलिन पाल दास पिता - श्री शत्रु पाल	1342	8-2-14	अवधेक	8-2-14	2.35	8.14	
8887	4 श्री सैलेश्वर पाल दास पिता - श्री शत्रु पाल	1582	7-2-19	अवधेक	7-2-19	14.88	3.52	
8887	5 (क) श्री बटुबाम बहा पिता - फादमा	1583	3-3-5	नवा	3-3-5	4.27	1.82	
8887	6 (क) श्री प्रतेक्षर बाउ पिता - फादमा	1352	8-4-14	नवा	8-4-14	1.46	8.26	
8887	7 (ब) श्री श्रीकान्त नन्द शर्मा पिता - मृत कमल नन्द शर्मा	1584	1-4-12	अवधेक	1-4-12	7.22	8.56	
8887	8 (ग) श्री लोचन दास पिता - मृत रंगराज	1585	1-8-4	अवधेक	1-8-4	2.33	8.51	
8887	9 (घ) श्रीमती बेहिनी बाउ ठेका पिता - श्री कुशन चन्द्र ठेका	1586	8-1-8	अवधेक	8-1-8	2.22	8.27	



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NO. 84/08
25/1/05
St. Dir.)

1	2	3	4	5	6	7	8	9
8887	18 (ক) শ্ৰী অমৰ ডেকা পিতা - শ্ৰী বসু কান্ত ডেকা		587	8-1-7	নকা	8-1-7	8.38	8.88
8887	11 (ক) শ্ৰী অমৰ ডেকা পিতা - বাৰুকাৰ ডেকা			1-8-4		1-8-4	8.88	8.88

*** টোকা : পট্টনম্বৰ নামৰ বিপৰীতে XXX - এ বুকুম মতে বাদ পৰা পট্টনম্বৰক বুজাইছে । ***

মন্তব্য :-

29 নং পট্টন শিখা ব্যৱস্থাৰ ক্ষেত্ৰতে পৃথক পট্টা কৰা হ'ল ।
 বাৰু - অশ্বত - তাৰিখ - 31-8-68 ইংকালী ।
 বাৰু - অশ্বত - তাৰিখ - 2-9-68 ইংকালী ।
 (ক) 1972-73 চনৰ 2666 নং বাৰু ফাৰ্মে ক' উৎপত্তি সম্বন্ধে মন্তব্যৰ
 28-9-73 ইংকালী তাৰিখৰ বুকুম মতে বৰিদ্দ সূত্ৰে এই পট্টাৰ 347/587 নং দাগত
 1 কঠা 6 লেজ জমি সন্মত হোৱেৰে নাম লগাবৰ বনত 1 নং পট্টনম্বৰ কৰে
 2. প্ৰতিশৰ কৰেৰ নামজাৰি কৰা হয় ।
 বাৰু - অশ্বত - তাৰিখ - 14-12-76 ইংকালী ।
 বাৰু - অশ্বত - তাৰিখ - 18-12-76 ইংকালী ।
 (খ) 1977-78 চনৰ 289 নং বাৰু ফাৰ্মে ক' উৎপত্তি সম্বন্ধে মন্তব্যৰ
 তাৰিখৰ বুকুম মতে বৰিদ্দ সূত্ৰে পট্টাৰ 348 নং দাগৰ অংশ 1 কঠা 18 লেজ
 জমিত পট্টনম্বৰ বনত শ্ৰী অমৰ ডেকা নামৰ নামজাৰি কৰা হয় ।
 বাৰু - অশ্বত - তাৰিখ - 13-5-81 ইংকালী ।
 বাৰু - অশ্বত - তাৰিখ - 13-5-81 ইংকালী ।
 (গ) 1974-75 চনৰ 1293 নং বাৰু ফাৰ্মে ক' উৎপত্তি সম্বন্ধে মন্তব্যৰ
 ইংকালী তাৰিখৰ বুকুম মতে বাৰু ফাৰ্মে পট্টাৰ 349/586 নং দাগৰ 1 কঠা জমি
 পট্টনম্বৰ বনত শ্ৰী অমৰ ডেকা নামৰ নামজাৰি কৰা হয়
 বাৰু ফাৰ্মে 16-5-81 ইংকালী, বাৰু ফাৰ্মে 16-5-81 ইংকালী ।
 (ঘ) 1982-83 চনৰ 3413 (ক) নং বাৰু ফাৰ্মে ক' উৎপত্তি সম্বন্ধে মন্তব্যৰ
 ইংকালী তাৰিখৰ বুকুম মতে এই পট্টাৰ 348/586 নং দাগৰ অংশ 1 কঠা 4 লেজ
 জমি পট্টনম্বৰ বনত বৰিদ্দ সূত্ৰে শ্ৰীমতী বোৱিনী বান্না ডেকা নামী -
 শ্ৰী কুপাল চন্দ্ৰ ডেকাৰ নামত নামজাৰি কৰা হয় ।
 বাৰু - অশ্বত - তাৰিখ - ।
 (ঙ) কে অৰ 8 303/87 নং মৰিত দিয়া বাৰু ফাৰ্মে ক' উৎপত্তি সম্বন্ধে মন্তব্যৰ
 তাৰিখৰ বুকুম মতে অৰ 1984-85 চনৰ 4852 নং বাৰু ফাৰ্মে ক' উৎপত্তি
 সম্বন্ধে মন্তব্যৰ 5-8-86 ইংকালী তাৰিখৰ বুকুম মতে এই পট্টাৰ 585 নং
 দাগৰ অংশ 1 কঠা 8 লেজ 2 পোকা (এক কঠা চৰে অঠ লেজ) জমি বৰিদ্দ সূত্ৰে
 শ্ৰী অমৰ ডেকা নামত নামজাৰি কৰা হয় ।
 বাৰু ফাৰ্মে 9-7-87 ইংকালী, বাৰু ফাৰ্মে 14-1-87 ইংকালী ।
 (চ) 1984-85 চনৰ 4853 নং বাৰু ফাৰ্মে ক' উৎপত্তি সম্বন্ধে মন্তব্যৰ
 5-8-86 ইংকালী তাৰিখৰ বুকুম মতে এই পট্টাৰ 585 নং দাগৰ অংশ 1 কঠা 8 লেজ
 2 পোকা (এক কঠা চৰে অঠ লেজ) জমিত পট্টনম্বৰ বনত বাৰু ফাৰ্মে শ্ৰী -
 অমৰ ডেকা নামত নামজাৰি কৰা হয় ।
 বাৰু ফাৰ্মে 25-8-88 ইংকালী, বাৰু ফাৰ্মে 25-8-88 ইংকালী ।



সদৰ ক্ৰমাৱদ্ধিৰ সৈতে পৰীক্ষা কৰি চক্ৰ প্ৰেৰণ কৰা হ'ল।

বাৰু :- *[Signature]*

পদবী :- *[Signature]*

তাৰিখ :- *[Signature]*

[Signature]
[Signature]

[Signature]
[Signature]

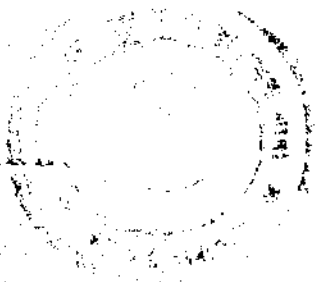


प्रतिलिपि के लिए आवेदन की तारीख Date of Application for the copy.	स्टाम्प और फोलियो की अपेक्षित संख्या स्थित करने की तिथि तारीख Date fixed for pasting the requisite number of stamps and folios.	अपेक्षित स्टाम्प और फोलियो देने की तारीख Date of delivery of the requisite stamps and folios.	तारीख, जबकि देने 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.

अन्वय काठिण्ड-चिन्मि ग्वाचूवत अतएअव्यहतिदिम
 हन्मना नान्महीमा चिन्मि आह्वित १०(३) वातएव
 आवीमृचन प्रकाम काठवत मन्मत्त उक्त ह्मात्
 अह्मादाते ग्वामिब अतए अन्मत्त देमुराई चूडा शु
 आवीमृचन प्रकाम काठ ह्मत्त ।

बेलावा माते विन्मा हेहृ ।
 ग्वा: वि, आत-दाम
 उक्त: उन्मत्त उन्मत्त
 कामकाज, उन्मत्त-
 उन्मत्त

ग्वा: वि, आत-दाम
 उन्मत्त उन्मत्त
 उन्मत्त, कामकाज
 उन्मत्त



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1999
21/5/99

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sd / chinty
4-6-99

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sd / chinty
4-6-99

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पिनकोड - 15501

श्री श्री गणेशाय नमः

RECEIVED AT THE COURT
A. Subramanyam Iyer
MADRAS
29/5/99

178

উত্তর - শ্রীমতঃ কলিতা - 1
সকল - ডা. বীণা মার্কীয়া - 1
দ্বারা - শ্রীমতঃ কলিতা - 1
সকল - 27 ফেব্রুয়ারি - 1999

দলিতঃ লসত বি, এম, বি, এর - লসত/লসত।
শ্রীমতঃ কলিতা সকল - মার্কীয়া মার্কীয়া
লসতঃ লসত - দাঃ - মার্কীয়া মার্কীয়া
কলিতা (Debaratya Taluk, Anilapur)
৭৭-৭ মার্কীয়া মার্কীয়া মার্কীয়া। মার্কীয়া মার্কীয়া
দঃ লিঃ মার্কীয়া মার্কীয়া মার্কীয়া। মার্কীয়া মার্কীয়া
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Case No = 765 to 771 Rs. of Rupees 48,600/-
M. J. Sd. Iyer - 29/5/99



Case No. IS 84/02
Date - 25/2/05
By ... / Sr. Div. 1 ...

RECEIVED AT THE COURT
Date of ...
M. J. Sd. Iyer
29/5/99

Schedule LMI (Part I), Form No. 7

দাখিলকাৰী উক্তভাই দিব নামঃ *শ্ৰীমতী সত্যবতী দেৱী*

ক্ৰমিক নং- 75

পতন নং- 85235

নতুন নং- *6*

নামঃ *শ্ৰীমতী সত্যবতী দেৱী*

পিতা নামঃ *শ্ৰীমতী সত্যবতী দেৱী*

পতন নং- *85235*

নতুন নং- *6*

এই বচন দাখিল কৰিলে মূল উক্তভাইদিয়ে হ'ব

Compared with Original

25/2/05

Secty. (S. O.) No. 7

Kamrup, Assam

বেজিষ্টাৰ কাৰ্য্য সম্পাদন হৈ গলে
 এই মূল তলত লিখা নামৰ নাম নতে
 ডাকত পঠাবৰ কাৰণে
 অস্বীকাৰ কৰা হ'ল :-

বচন বেজিষ্টাৰ ডাঙৰীয়াৰ

নাম

প্ৰাম

পোঃ অঃ

এই নিমিত্তে ডাক পত্ৰ আৰু ডাকত বেজিষ্টাৰী কৰি পঠোৱাত যি খৰচ
 পৰিব তাৰ বাবে
 নাম ইয়াৰ লগত জনা দিয়া হ'ল।

শ্ৰীমতী সত্যবতী দেৱী

তাৰিখ-

দাখিলকাৰী-

6

Case No. *75-84/05*

Date *25/2/05*

Civil Judge (S. O.)

NIWAHATI

২৫/২

GMDA A/98

1976

OFFICE OF THE
GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY
BHANGAGARH GUWAHATI - 5

No. GMDA/LSPI/766/99/12

Dated 28-5-1999



To Shri Gobinda Paul Das
Muzambar
Guwahati

Sub: "No Objection Certificate" for Sale/ Transfer of land (under section 30 (1) read with sec. 32 of the GMDA Act, 1985 as amended.)

Ref: Your application dated 27.5.99

It is to certify that the Guwahati Metropolitan Development Authority has No Objection to transfer the plot of land measuring 3K.54 for the use of Residential purpose by sale/ Gift/ Legal Mortgage to Shri/ Smti Gobinda Paul Das or Shri Bankatdev Corp. Pvt. Ltd. by Shri/ Smti Gobinda Paul Das as described in the schedule below

This plot of land lies within the Bhangagarh, Zone of Master Plan for Guwahati Guwahati-5 GMDA vide Notification No. GMDA/11/21, dated 30th June, 1992. A separate permission is required to be obtained from the Guwahati Metropolitan Development Authority before taking up any development of the plot of land.

SCHEDULE :

Mouza B. 16/1 Village Tatia
Patta No. 87 Dag No. 334/503 Area of the plot 3K.5

DIMENSION OF THE PLOT :

North : 92'-0" ft./ mts.
South : 90'-0" ft./ mts.
East : 104'-0" ft./ mts.
West : 104'-0" ft./ mts.

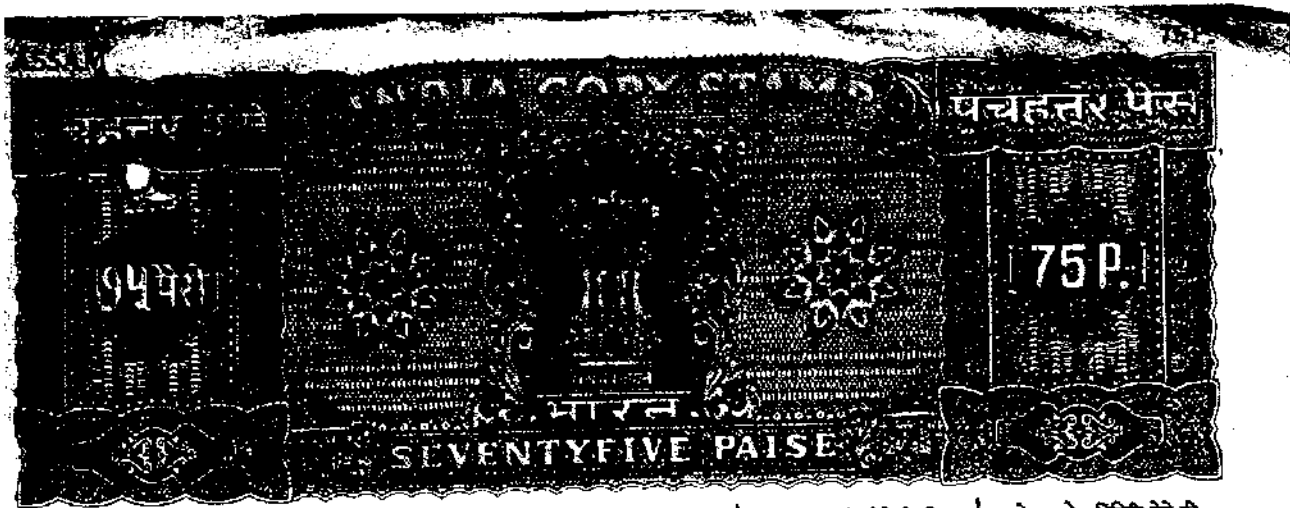
SCHEDULE OF THE PLOT :

North : Nagen Talita
South : BK. Bikon Bunkia
East : Bhagya Talukdar
West : Road 25'-0" wide

Proposed width/ widths of the road/ roads abutted by the plot 28'-0" wide

- Condition : (1) This N.O.C. is only to verify the provisions of the G.M.D.A. Act. It does not certify or confer any right of ownership/ occupation over the land for which this sale permission has been issued.
- (2) Photocopy of this N.O.C. is not to be honoured.

only for Residential Use
Case No. T-2/84/103
Date 25/5/99
Chief Executive Officer
Guwahati Metropolitan Dev. Authority
Bhangagarh, Guwahati - 5



प्रतिलिपि के लिए आवेदन की तारीख Date of application for the copy.	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.

(2)
 आज दिनांक 2023 2023 2023 2023
 द्वारा शिव शिवशिव। अमला दिनांक 2023
 को सुभार जमे से 2023 2023 2023 2023
 दिनांक 2023 2023 2023 2023
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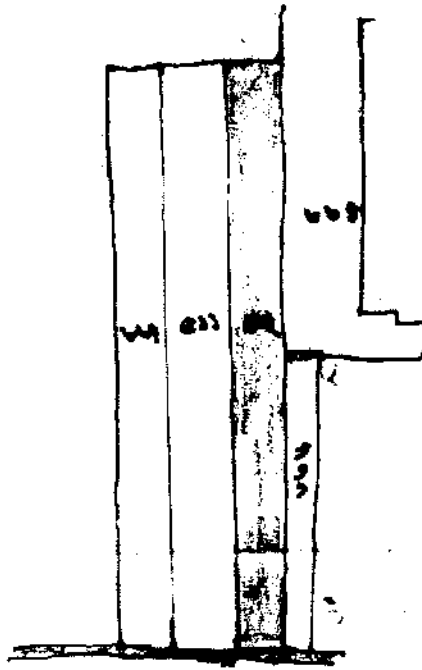
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ମାଟ - ଉତ୍ତୀୟା
 ଚୌକ - ବେଲତଳା
 ଡିଭିଜନ - କାନ୍ଥବଳ
 ମୋଟ - ୨୬" ଉଚ୍ଚତା ।



ଶାସ୍ତ୍ରାଳୟର ଆଗର ଡିଭିଜନ
 ଉପର ଡିଭିଜନ

ଫାଇଲ ନମ୍ବର - ୨୫୫୫/୦୩
 ତାରିଖ - ୨୫/୫/୦୫
 (ଉପର ଡିଭିଜନ)

ଡି. ଡି. ୧୦ (୧)
 ୧୫-୫-୦୫
 ୨୫/୫/୦୫

WARD NO. 59 (PERIODICAL ASSESSMENT)
 LIST OF NEW/IMPROVED HOLDING ASSESSED SECTION UNDER 155 OF G.M.C. ACT 1969 FOR 2nd Qtr. 1999-2000.

No. of Holding	Name of Road	Name of Assessee with Father's /Husband	Whether Self/Rented Residence	Description	Property Tax	Remarks
----------------	--------------	---	-------------------------------	-------------	--------------	---------

H/No. - 2178 Hatigaon Road B/L M/S Sankardev Commercial Pvt. Ltd.
 c/o Sri Khanindra Talukdar

LA = 3 Bigha 5 katha
 D. No. 337/502
 P. No. 87
 H.C.L = 2.59 Lessa
 V/L 62.41 Lessa

A.T. Ekchali
 Y/c = 1998
 Post = Bricks
 Wall = Bricks
 Roof = C.I. Sheet
 Floor = Pucca (Simple)
 4.40 x 7.90 = 34.78 m²
 C/C Rs. 9354.00
 @ Rs. 209.00/m²
 L/V Rs = 1,295.00
 @ Rs. = 10,000.00 PK.
 LBA/ Bst. 10,649.00
 A.R.V. Rs. 596.00
 V/L Rs 1,560.00
 Net A.R.V. Rs. 2,156.00
 Say Rs. = 2,155.00
 Having No. Light

G.T. 52.75
 S.C. 13.45
 W.T. --
 L.T. 5.35

 Total Rs = 72.55
 U.Tax 37.65 PM



CERTIFIED TO BE TRUE COPY

COMPARED BY
[Signature]
 9/7/04

Case No. 11-82/08
 Dated 25/1/04
 Dy. Commissioner (Dispur Zone)
 Guwahati Municipal Corporation

[Signature]
 Dy. Commissioner
 (Dispur Zone)
 Guwahati Municipal Corporation

[Signature]
 Superintendent
 (Dispur Zone)
 Guwahati Municipal Corporation

This is to certify that the above Laws if any in force are as instructed by you and are correct herewith.

Sd/- Illegible
 Commissioner
 Guwahati Municipal Corporation

Guwahati Municipal Corporation

BY ORDER
 Commissioner,
 Guwahati Municipal Corporation.

R.No. 314/50
 9.7.04

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

D B -1B-36/A
 Sri Jyoti
 Lakshmi
 677-1
 CAPITAL ELECT SUPD
 13 NOV 2004
 11 NOV 2004

Particulars of Bill		Meter reading	
From	6.8.04	Present	6276
To	2.10.04	Previous	6131
Meter Supplied By	Board/Consumer	Unit Consumed	145
Transformer Capacity	3.15	L.T. Metering (+)	
Tr. Supplied By	Board/Consumer	H.T. Metering (+)	
Power Factor		Unit Metering (+)	

Details	Rupees	P
(A) Energy Charge	321	00
(i) First Unit @Rs. /unit		
(ii) Next Unit @Rs. /unit		
(iii) Next Unit @Rs. /unit		
(iv) Balance Unit @Rs. /unit		
(B) Fixed charge @Rs. /KVA/month	143	00
(C) = FPA		
(D) Total energy charge/minimum charge	7	25
(E) Electricity duty		
(F) Meter rent		
(G) Power Factor Rebate/penalty (-/+)		
(H) Transformer M.D charge	13	26
(I) Current Sur-charge		
(J) Total current demand	872	92
(K) Arrear amount (i) Principal		
(ii) Sur-charge		
(L) Gross amount	1068	13
(M) Rebate on (D) for timely payment	5	31
(N) Amount payable on or before due date	1065	00

BILL FOR URBAL. DOM. (CEN) NO. CE(M) 2003B
 37
 37

Prepared by Checked by For ASEB

Bill Clerk/JE/AE D A O/A O/A M A M/A/E/S M.R. with seal

*This bill should be presented in full at the time of payment. Please refer notes on overleaf.

13
 Date NO. 15.8.03
 27.2.05

গুৱাহাটী পৌৰ নিগম

(১৯৬৯ চনৰ গুৱাহাটী পৌৰ নিগম আইনৰ ২০০ অনুচ্ছেদ অনুযায়ী)

বটম বহীৰ নম্বৰ 27

কম্বি No.

2632

সাপেক্ষিক নম্বৰ

						245
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শ্রী/শ্রীমতী M/S Sankar das Commercial PVT LTD

গুৱাহাটী পৌৰ নিগম ৫৯ বাৰ্ড Hafsa Qadri

পৰৱৰ্তী 2005

নিৰ্বাচন কৰাৰ বাৰ ৩১৫ চন ০৫

আমাৰ গাই এইমালি চহী কৰি নিলে
(Sankar das)

বিল নম্বৰ U.A- 2003 2004 to U.A 2005

কিৰিৰ নিৰব U.A 2003 2004 to 2005

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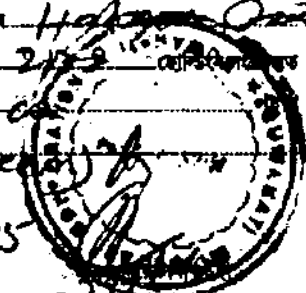
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Original & Original

ok 25/2/05

EX-15
Case No. T.S. 84/05
Date 25/2/05
Civil Judge (St. Divn) Guwahati

গুৱাহাটী পৌৰ বিগম

(১৯৬৩ চনৰ গুৱাহাটী পৌৰ বিগম আইন ১০০ অধ্যক্ষ অনুযায়ী)

কচিৰ নম্বৰ— 6104

কচিৰ No 610312

মাসিক সংখ্যা—

M/S Sankardev Commercial Pvt. Ltd.

গুৱাহাটী পৌৰ বিগম

59

৩০৪৩৭ Hatibagan Rd.

পৰিমাণ

2178

ৱেবছাইট

নিয়ন্ত্ৰিত কৰ বাবে

65

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পইচা

RW ৬৫ Sixty five

আমৰ পাই এই বক্স চহী কৰি দিলা।

কাল মাহ :-

1999-2000

নাম্বা

কিছৰ বিৱৰণ :-

U. Tax Month 2000

ছাৰ্ভিচ



স্বাক্ষৰ কৰ
পঞ্জীয়ন কৰ
কোম্পানী (বেংকভুক্ত) কৰ
নিয়ন্ত্ৰিত কৰ
স্বাক্ষৰ কৰ

65.00

টকা 65.00

কৰ আৱণ্ট হ'ল

টকা

পইচা

কৰ বাবে

65

টকা

পইচা

উপৰোক্ত

টকা

পইচা

কৰ বাবে আদি আৱণ্ট দি বক্স দিলা।

গুৱাহাটী পৌৰ বিগম

Incorporated, Teletel

ছাৰ্ভিচ

Handwritten notes: ah, estp/05

Handwritten notes: 17, TS, 84/03, 25/2/01

গুরাহাটী পৌর বিগম

(১৯৬২ চনৰ গুরাহাটী পৌৰ বিগম আইনৰ ১০০ অধুৰেণ অনুযায়ী)

বচিব বহীৰ নং— 6104

অফিচ নং 610311

সাংগ্ৰহিতৰ সংখ্যা—

M/S. Sanjarday commercial Hatigraha

গুরাহাটী পৌৰ বিগম

59

২১৭৪

পৰিচালিত

নিয়ন্ত্ৰিত কৰণ ব্যৱস্থা

আদায় পাইছে এই বচিব চৰী কৰিছিল।

বিল হৰিমা :-

বিভিন্ন বিৱৰণ :-

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1999-2000

২১৭/১০০

২১৭/১০০



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কৰ আদায় হ'ল

কৰ বাকী

উপবোৰ্ত্ত

কৰৰ ব্যৱস্থা আৰু আদায় হি বচিব পালে।

219

219

টকা পইচা

টকা পইচা

টকা পইচা

Devalendu, Taluk

বচিব

25/10/05

18

2572105

২৫/১০/০৫

Assam Schedule XXIV (Part I) Form No. 15A.

ক্রমিক নং 3246813

কোন চকৰ বাবে ৪৪০০

তাৰিখ ০৬/০২/২০০৪

কাৰ পৰা পোতা হল মংকো হেৰু কামাৰী কামাৰী

কাৰ বাবে পোতা হল শ্ৰী-মহাপিতৃ গুণ্ডাৰী



গাভৰুৰ নাম	পট্টাৰ নম্বৰ		খাজনা	স্থানীয় কৰ	আল প্রকাৰৰ দিবলগীয়া	মিৰাণ	দৈনিক আমদানীৰ ক্রমিক নম্বৰ
	একচনা	মাদী					
কামাৰী		৫৭	২০০০	২-০০	৪২-০০	৪৪০০	

১৯
 Clear No. 5 84103
 Date 25/2/05
 Div. Office (Sec. Divn.)
 Assam

স্বাক্ষৰ: মংকো হেৰু কামাৰী

০৬/০২/২০০৪/২৫০০
 AGENY/15A No. 2/04/04

মোজাদাৰ চহী
 মুখ্য পৰিদেৱ

০৬/০২/২০০৪

Assam Schedule XXIV (Part I) Form No. 15A,

বেলতলা মৌজা

চনমক নং N^o 1443826

কোন চনৰ বাবে ৪৪০ নং

তাৰিখ ২০/০২/২০০৬

কান পৰা পোতা হল লক্ষ্যকৰণ কৰা কামাৰ-দেওয়ান স্যাহাবুল হক

কান বাবে সোৱা হল শ্ৰী. মনিন্দ্র 'তামুজ ৩৭০'।

গাঁওৰ নাম	পট্টাৰ নম্বৰ		খাজনা	স্থানীয় কৰ	আন প্রকাৰৰ দিবলগীয়া	বিভাগ	দৈনিক আইদামাৰ চাহিক নম্বৰ
	একচনা	সাদা					
৪৪০ নং				২০.০০	২.০০	২২.৫০	৪৪০

মুঠ আদবেবে ২২.৫০ টকা সেৱাৰণ নাই

মোকাদাৰ চহী

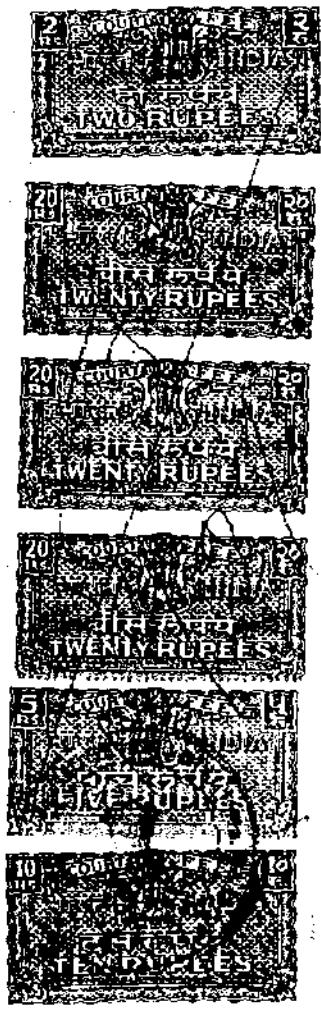
AGP. XXIV (I) F. No. 15A- 2/02-03-23.7.02

কুমাৰ পৰিকীৰ্ত্তন দেৱ

২০
T.S. 84/03
২৪/২/০৬
Sub Judge (Sr. Class) No-1
SIWARHAT.

प्रतिभा के लिए आदेश की तिथि Date of application for the copy.	राम और प्रतिभा के अर्जों का संख्या सूची करने की तिथि Date fixed for notifying the requisite number of stamps and tolls.	वर्ष के समाप्ति की तिथि Date of delivery of the requisite stamp and tolls.	तारीख, जबकि देने के लिए प्रतिभा के लिए Date at which the copy was ready for delivery.	आदेश को प्रतिभा के लिए तैयार करने की तिथि Date of making over the copy to the applicant.
27.1.2003	27.1.2003	27.1.2003	27.1.2003	27.1.2003

IN THE COURT OF THE CIVIL JUDGE (JR. DIVN) NO.1, GUWAHATI.



Case No. T. S. 53 /99

1. Lakhimi Nagar Mahila Samity
2. Smti. Subarnalata Devi
W/o Shri Umesh Sarma
Lakhimi Nagar, Hatigaon,
Mouza - Beltola, Guwahati.

.... Plaintiffs

- Versus -

1. Shri Gobinda Paul Das
s/o late Deva Paul Das
Uzanbazar, Police Station: Lataasil
P.O. : Uzanbazar, Guwahati
District-Kamrup.

.... Defendant

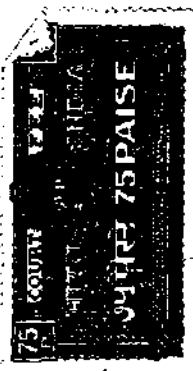
Suit for recovery of possession and Injunction. Suit valued at Rs.500/- for Court fee and Jurisdiction, and for injunction Rs.100/-

The plaintiffs abovenamed respectfully state:

1. That the Lakhimi Nagar Mahila Samity (briefly referred to as the " Samity") is a society, registered under the Societies Registration Act, 1860, bearing

T.S. checked found correct - Rs.78.10 P. Paid in full 15/3/99

Smt. Subarnalata Devi through - P. Paul Das

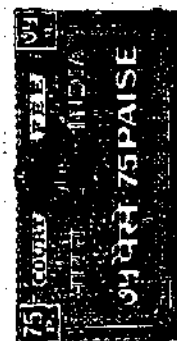


Contd...2

21
Case No - T.S. 54/99
24/2/05
Ch. Div. (C. Div.) No. 4

- 2 -

Registration No.2563 of 1990-91 dated 27.10.90.
 The plaintiff No.2 is the Secretary of the Samity,
 and is fully competent to file this suit and take
 steps therein for and on behalf of the plaintiff
 No.1, which has been so filed in her said capacity.



2. The primary object of the Samity amongst others is upliftment of the cause of the children of Lakhiminagar area. The residents of the Lakhiminagar area are also equally interested for the same cause.

3. That the residents of the locality being in need of a plot of land for construction of a "NAMANGHAR" in the locality submitted before the Hon'ble Revenue Minister the application dated 13.4.98 for allotment of the land measuring OB-3K -5 Lechas in that area for establishment of a "BINODON KENDRA" for the children and also a "NAMANGHAR." The Hon'ble Minister, endorsed on the body of the petition his note requesting the D.C., Kamrup to examine and submit proposal.

Photocopy of the said petition
 is filed as the Document No.1.

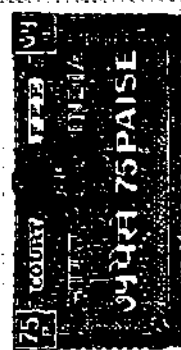
4. That similarly, the Samity also submitted before the said Minister their application dated 18.4.98 and the said application was also sent

Contd...3



- 3 -

by the Hon'ble Minister to the D. C., Kamrup,
Guwahati to enquire and report.



A photocopy of the said application
is filed as the Document No.2

5. That it is relevant to state that the said land measuring 08 -3K - 5 Lechas has been determined as the vacant land in the Ceiling limit under the Urban (Ceiling and Regulation) Act, 1976 (hereinafter referred to as " the Act" and subsequently declared as excess vacant land and deemed to have been acquired by the State Govt. u/s 103 of the Act.

The copies of the relevant Gazetted Notifications dated 21.4.98 and 4.8.98 are filed as Document No. 3 & 4 respectively.

6. That the two applications stated above (Document No.1 and 2) were sent to the Circle Officer, Dispur Revenue Circle by the office of the Deputy Commissioner (Land Settlement Branch) to the Circle Officer, Dispur Circle vide letter No.KRS 273/95/MISC dated 29.4.98 for enquiry and report. In response to the said letter, the Circle Officer, Dispur Revenue Circle, Guwahati vide his letter of Dis.5198(Part-1/3748) dated 23.11.98 submitted his report wherein he

Contd...3



- 4 -

stated that the land for which the settlement prayed for by the plaintiff No.1 Samity and the residents of Lakhimi Nagar is 3 Katha covered by Dag No.511 of village Jatia, Mouza - Beltola, and that the petitioners have possession over the land, that according to the Assam Gazette Notification the land was acquired in ULC Case No.143/83 and the same was published in the Assam Gazette dated 9.9.98, and for non-correction of the records, the Periodic Patta is still in existence and that the proposal for settlement may be submitted after correction of the records.

A copy of the aforesaid letter dated 23.11.98 is filed as Document No.5.

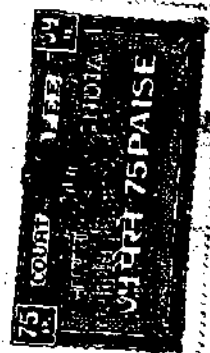
7. That the plaintiff No.1 Samity has been in occupation of the said plot of land measuring 0B -3K - 5L in Dag No.511, K.P. Patta No.06 vill: Jatia, Mouza : Beltola since ~~middle of June 1988~~ ^{middle of June 1988} The plaintiff No.1 and the residents of Lakhimi Nagar improved the land by clearing jungle, by earth filling and made the same habitable by spending a good sum of money collected by them as subscriptions. The residents of the locality and the plaintiff No.1 constructed over the land a "NAMGHAR" with C.I. sheet roof, Torza wall where regular Namn-Prasanga

Contd...5



- 5 -

etc. are held and the plaintiff No.1 Samity also constructed there at their own cost a temporary Shed with C.I.Sheet roof and Torza wall for their office purpose.



The said land measuring 3K-5L is more fully described in the Schedule "A" below and the same is referred to hereinafter as the suit land.

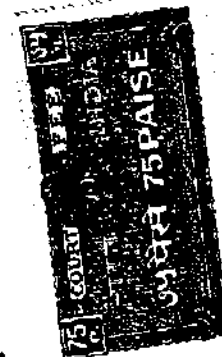
8. That the defendant has no manner of any right, title and interest on the 'Suit land', yet, with a view to illegally grab the same, he has started interfering with and thereby disturbing in the peaceful enjoyment and possession of the 'Suit land' by the plaintiffs, by taking advantage of the fact that the plaintiffs are women. The defendant submitted on 28.1.99 before learned A.D.M., Kamrup, Guwahati, an application u/s 144 Cr.P.C. against the plaintiff No.2 and two other members of the plaintiff No.1 Samity (2nd party) alleging apprehension of breach of peace with regard to the disputed land measuring 3K -5L in Dag No. 337/502, K.P.Patta No.87 vill: Jatia, Mouza-Beltola. The said petition was numbered as 36^m/98. In that case Shri G.K.Sharma, the learned Executive Magistrate by his Order dated 3.2.99 has drawn up a proceeding u/s 144 Cr.P.C. and restrained the 2nd party members from entering into the disputed land if not already

Contd..6

- 6 -

occupied.

A photocopy of the Order dated
3.2.99 is filed as Document No.6.



9. That on receipt of the said order the plaintiff No.2 appeared on 10.2.99 and filed a petition stating inter - alia that on the strength of the Order dated 3.2.99, the defendant has been trying to grab the ' suit-land' illegally which is in occupation of the plaintiffs which is totally different from the disputed land in the proceeding. The plaintiff no.2 prayed to vacate the said order and drop the proceeding whereupon the learned Magistrate by his order dated 10.2.99 referred the matter to the Circle Officer, Dispur Revenue Circle to ascertain the Dag No.502 of K.P.Patta No.87 for execution of the Order dated 3.2.99.

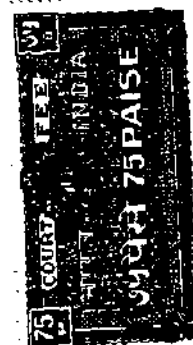
The photocopy of the said Order
dated 10.2.99 is filed as Document No.7.

10. That in pursuance of the aforesaid Order, the Circle Officer, Dispur Revenue Circle by his letter No.DEM 16/98/466 dated 16.2.99 submitted his report enclosing a trace map therewith wherein he stated that the disputed land mentioned in Case No.36 M/99 stands in Dag No. 511 of K.P. Patta No.86 ,village Jatia,Mouza - Beltola.

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- 7 -

The photocopies of the said letter
and the trace map are filed as
Document No. 8 and 8(1) respectively



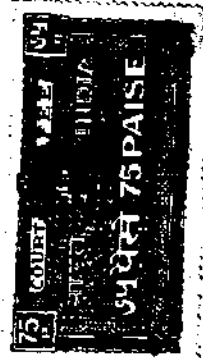
11. That it is relevant to state that herein that in response to the representation of the plaintiff No.1 Samity to the D.C. Kamrup, Guwahati for allotment of the 'suit-land' in their favour, the Deputy Commissioner vide letter Misc. 1/99/94 CA dated 10.2.99 sought reports from the Circle Officer, Dispur Revenue Circle, and in response thereof the Circle Officer vide letter No.DEM 16/98/522 dated 19.2.99 submitted a report regarding status of the land occupied by the Mahila Samity (Plaintiff No.1). In the said letter the Circle Officer inter -alia stated that he made an on the spot enquiry and found that the land occupied by the plaintiff No.1 Samity is covered by Dag No. 511 ,K.P.Patta No.86, village Jatia,Mouza Beltola as per present land records and that land measuring 8483,54 sq.Metres of the Dag was acquired under ULC Case No.143/83 and Gazetted Notification was published on 9.9.98. The report further referred to his letter No.DC 5/98 (PT-1) 3748 dated 23.11.98 (Document No.5) wherein it was mentioned that because of non-correction of the relevant revenue records the proposal for allotment of the land (which is the suit-land) to the plaintiff No.1 could not so far be submitted.

Contd...8



- 8 -

The said report also stated that the plaintiff No.1 has been in possession of the land, but only recently some youth came to the land and started construction of a boundary wall in a bid to take possession of the land (suit-land).



The copy of the said letter dated 19.2.99 is filed as Document No.9

12. That thereafter the learned Magistrate by his order dated 25.2.99 fixed 4.3.99 for local inspection, the local inspection was held, and the Memorandum was prepared by the learned Magistrate regarding the local inspection.

13. That in his Memorandum the learned Magistrate observed some findings which were unwarranted, un-called for, and the same were prejudicial to the plaintiffs, just cause and interest. The Second party therefore filed on 11.3.99 a petition before the learned A.D.M (K) for transfer of the case to some other Court, whereupon the learned A.D.M, called for the case record 36M/99 and the same is pending before him for disposal.

13(*) That during the pendency of the aforesaid Case No.36M/98. the defendant illegally, without resorting to the Court of Law dispossessed the plaintiffs from the 'suit-land' on 4.3.99 afternoon.

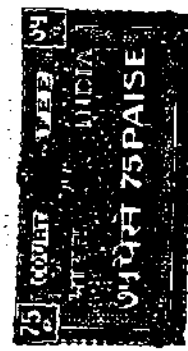
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- 9 -

14. That the suit-land has been acquired by State Govt. under the relevant provisions of law and the same has been notified by publishing in official Gazette, and such lawful action of the Govt. stands and cannot be questioned and /or given good bye by any one, even by the Govt. unless the same are set aside.

15. That the suit-land lying vacant solong for years together, the plaintiff No.1 occupied it, formally applied to the Govt. for setting the same with them, that too for a common good cause of public in general and children in particular, the plaintiff No.1 Samity cannot be evicted therefrom otherwise than in course of law. The suit-land is apparently and virtually settled with the plaintiff No.1 Samity and the residents of the locality for the cause of children and for construction of a " NAAMGHAR", the official formality of settlement by correction of the relevant revenue records only being awaited.

16. That the plaintiffs have been pursuing the matter of settlement with all sincerity, and when the matter was in the final stage of allotment and/or settlement, the plaintiffs are dispossessed from the suit land without their consent otherwise than in course of law. The plaintiffs are therefore legally



-10-

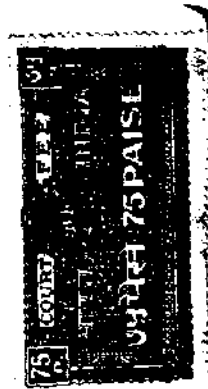
entitled to recovery of possession of the suit-land.

17. That there is every possibility of settling the "suit land" by the Govt. with the plaintiff No.1 without any delay. But if at this stage, the defendant raises any construction over it, the whole purpose of filing this suit shall be frustrated, the plaintiff shall be deprived of enjoying the fruits of the litigation, besides giving rise to multiplicity of the suits and proceedings. The plaintiffs have therefore prayed for permanent injunction and also filed a separate petition for grant of temporary injunction.

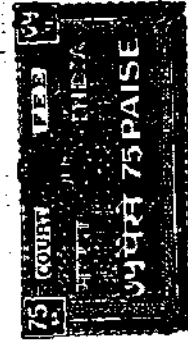
18. That the cause of action for the suit arose on 28.1.99 when the defendant filed before the learned A.D.M.(K) Guwahati the application u /s 144 Cr.P.C. alleging in corrects facts, on 4.3.99 when the plaintiffs were dispossessed from the suit-land. The cause of action arose at village Lakhiminagar, Hatigaon, Mouza Beltola, District Kamrup within the jurisdiction of this court.

19. That the suit is valued at Rs.500/-for jurisdiction and Court fee ^{and of Rs.100/- for Injunction} and Court fee paid on it.

20. That the suit is within time.



-11-



The plaintiffs therefore prayed that the suit may kindly be decreed.

i) A Decree for recovery of possession of the suit-land by evicting the defendant, his men etc. and/or any one claiming under him and put the plaintiffs in possession of the suit-land.

ii) Permanent Injunction restraining the defendant, his men etc. and/or any one claiming under him from interfering with plaintiffs' possession of the suit land.

iii) Full cost of the suit .

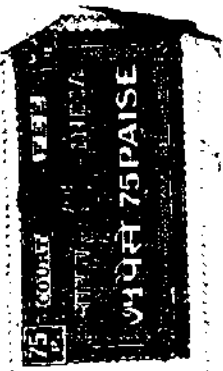
iv) Any other relief/reliefs to which the plaintiffs may be entitled under the Law and Equity may also be granted.

Schedule of Suit -land.

Land measuring 0B-3K-5 Lechas covered by Dag No.511 K.P.Patta No.86,village Jatia Mouza Beltola, Guwahati, District-Kamrup, since having acquired

...12





by the State Govt. under Section 10(3) of the
Urban Land (Ceiling and Regulation) Act 1976
bounded by -

- On the North - Pucca Walla
- on the South - Biren Saikia's land
- on the East - Bhagya Talukdar's land
- the West - Road.

VERIFICATION

I, Smti. Subarnalota Devi, w/o Shri Umesh Sarma,
Lakhimgar, Hatigaon, Mouza-Beltola, P.S. Dispur,
Guwahati-6, District-Kamrup, do hereby state that
and verify that I am the plaintiff No.2, the
Secretary of the plaintiff No.1, acquainted with
the facts and circumstances of the case, and I
am fully competent to prosecute the case for and
on behalf of the plaintiff No.1, and that the
statements made in paras 1, 2, 7, 12, 13, 14, 15, 16
are true to my knowledge, those made in paras 3, 4, 5, 6, 8, 9, 10, 11
are true to my information
derived from records which I believe to be true and
the rests are my submission.

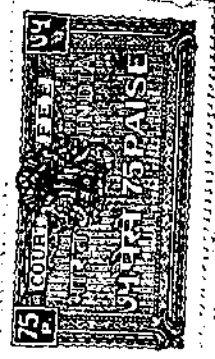
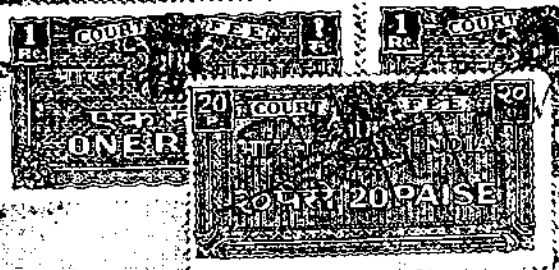
I sign this verification at Guwahati on
this the 17th day of March, 1999.

Subarnalota Devi
নামস্বত্ব
মহিলা সন্থা প্ৰতিষ্ঠান
সচিব



স্বাক্ষৰিত
[Signature]
মহিলা সন্থা প্ৰতিষ্ঠান
সচিব

স্বাক্ষৰিত
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মহিলা সন্থা প্ৰতিষ্ঠান
সচিব



27.1.03 | 27.1.03 | 27.1.03 | 28.1.03 | 28.1.03

HEADING OF JUDGEMENT IN ORIGINAL SUIT /CASE

District-Kamrup

In the court of civil judge (Jr, Divn) No+2, Ghy, Kamrup

present, - M.R. Sarma AJS

Title suit No: 53/99

Lakhimi Nagar Mahila Samity

-vs-

Gobinda pal Das

final hearing on 12-8-02, 19-8-02

Sri S.N. Medhi, Advocate for the plaintiff,
Sri Ananta

Sri M. Lankar, Advocate for the defendant.

J u d g e m e n t

This is a suit for recovery of possession and injunction.

The facts of the case in brief is that, the plaintiff Lakhimi Nagar Mahila samity is a society under the societies Registration Act 1960, and the plaintiff No.2 is the secretary of the samity, authorised to file the suit.

Now, the residents of the Lakhimi Nagar, Hatigaon, Beltola being in need of land for construction of a Namghar submitted an application on 13-4-98 for attornay allotment of a plot of land measuring 3kathas 5lechas, which would also be needed to construct a Bihedan kendra for children. Thereafter on 18-4-98, they also submitted a petition to the ... of 3k 5l was declared as ceiling ... (ceiling and Regulation) Act, 1975





The two application were sent to the cercle officer, Dispur Revenue circle by the Deputy Commissioner (land settlement Branch) vide letter No. KRS273/95/Misc dt. 29-4-98 for enquiry and report. The circle officer Dispur, submitted a report on 23-11-98, showing that, the land prayed for settlement is in the possession of the plaintiff samity, and also that as per Assam gazette Notification the said land was acquired in ULC case No. 143/83, but due to non-connection of the record, periodic patta was still in existence, and settlement will be done after connection of the records.

The plaintiff further states that the plot of land is in their possession since June 1998, and the residents of the Lakhimi Nagar area constructed a Namghar with C.I. sheet roof and tarza wall. The defendant has no right, title interest on the land, and on 28-1-99, filed an application U/s 144 Cr.P.C. which was registered as case No. 36^m/98, and the plaintiff were restrained from entering the land. The plaintiff No. 2 appeared and prayed for vacating the order, where upon the Executive Magistrate sent the matter to circle officer Dispur, who then submitted his report.

The plaintiff filed a representation to the D.C. Kamrup for allotment of the land in their favour, and the Deputy commissioner submitted report regarding status of the land and directed the circle officer to make spot enquiry, and found that the disputed land was





acquired under ULC case No.143/83 and to that effect, gazette notification was made on 9-9-98.

However during the pendency of the proceeding in case No.36^m/98, the defendant illegally, and without resorting to any procedure of law dispossessed the plaintiffs from the suit land on 4-3-99 in the afternoon. The suit land being government land, cannot be the land of the defendant, and the matter of settlement of the land is also going on. Hence this suit has been filed, under sec 6 of the specific Relief Act for recovery of possession of the suit land.

The defendant appeared and filed written statement, averring that the suit is not maintainable, as the identity of the suit land is wrong, and is liable to be dismissed with compensatory costs. The suit land belongs to the defendant, who is the power-of-attorney holder of the original owner Sri Debendra pal Das, and the dag No. of the land is 502, K.P.patta No.87, and not Dag No.511, patta No.86. The plaintiffs are forcibly trying to take the land by misquoting the number. The land has not been acquired by the state government under sec 103 of the urban ceiling and Regulation Act as stated. It is also wrong that the plaintiffs were in possession of the land, and the defendant who, as the power-of-attorney holder is possessing the land. The question of final settlement of the land does not arise at all, as the defendants are in possession of the land. The suit is thus liable to be dismissed with cost.



On the basis of the pleadings, the learned predecessor of mine on 12-10-99, framed as many as 10 issues. The issues are as follows :-

- 1) whether the suit is maintainable in its present form and circumstances ?
- 2) whether there is any cause of action ?
- 3) whether the suit is barred by the specific Relief Act, 1963 ?
- 4) whether the suit is bad for non-joinder of necessary parties and mis-joinder of unnecessary parties ?
- 5) whether the suit land is a ceiling surplus land ?
- 6) whether the suit land is allotted to the plaintiff samity ?
- 7) whether one Debendra pal Das has got right, title and interest over the suit land ?
- 8) whether the plaintiff is entitled to recovery of possession of the suit land ?
- 9) whether the plaintiff is entitled to permanent injunction ?
- 10) what relief/reliefs the parties are entitled to under the law and equity .

Decisions and Reasons

To arrive at a decision, the issues are discussed. I have heard the ld. counsel sri Sallen Medhi and I have perused the entire record.

Issue No.1 and 2 :- The palintiff No.1 is a Mahila samity and No.2 is smti Suharanalata Debi the secretary of the samity. According to the plaintiffs there being a dispute regarding the ownership i.e. right, title of the suit land, they have come before this court for a declaration. More so as they were threatened with forcible dispossession by



-5-

the defendant. Hence there is cause of action for the suit, and the suit is maintainable. There has been a dispute regarding the right, title, interest of both the sides, and the civil court is the forum where the civil rights, are determined.

Hence the suit is maintainable and there is cause of action.

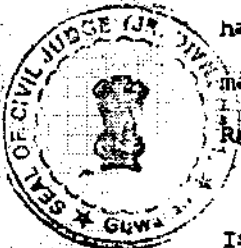
These two issues are decided in favour of plaintiff.

Issue No. 3 :- The suit is said to have been barred under the provisions of specific Relief Act as stated by the defendant. The defendants simply state so in the written statement, but later on did not come forward to cross the plaintiffs witness or produce any evidence. Hence, they have not proved to the contrary that the civil suit is not maintainable, and that there is bar under the specific Relief Act.

This issue is decided in favour of the plaintiff.

Issue No. 4 :- The suit is also not bad for non-joinder of parties and also not bad for misjoinder of unnecessary parties. The defendant Gobendra pal Das has in his written statement stated that he is the power-of-attorney holder of the actual pattadar Sri Debendra pal Das. He looks after the property. So there is no question of misjoinder and non-joinder of parties does not come. This issue is decided in favour of the plaintiff.

Issue No. 5 and 6 :- These two issues being co-related are taken up together. Plaintiff has adduced oral as well as documentary evidence in this regard. The plaintiff's family has, on the land constructed a Namghar, and on 13-4-98 and 18-4-98 had applied to the Minister

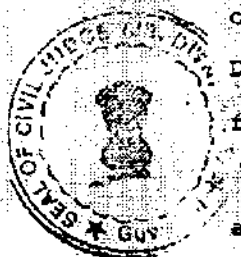


to allot the land in their name. The same was forwarded to the Deputy Commissioner for necessary action. The plaintiff side has also in this regard adduced the evidence of p.w.3 Sri Dilip Das, the circle officer and SDC, Dispur circle, who exhibited the copy of the gazette notification in land Acquisition case No.143/83 as exhibit.1. In the gazette notification patta No.86, Dag No.514,512,511,513 and 515 are under proposed acquisition. The said gazette notification was made on 3rd June 1998. He even showed the letter of the plaintiff committee praying for allotment of the land. He even exhibited, Ext.2, the letter of the Deputy Commissioner dt. 23-11-98 seeking clarification from the government.

Further in ULC Case No.143/83 the matter of acquisition under sec 10 of the land Acquisition Act is mentioned.

The defendant has stated in his written statement that the land is not acquired and belongs to him. But no evidence has been led in this regard. Under the circumstances, the plaintiff has proved their case. In this regard p.w.4 the senior Assistant of the Deputy Commissioners court Kamrup has also adduced his evidence. He states that the land has been acquired in 1998 by notification dt.21-4-98. Ext.1,2,3 are also in full support of the case of the plaintiff.

Hence issue No.5 and 6 have been decided in favour of the plaintiff.





Issue No.7 :- The defendant Debendra pal Das has no right, title or interest over the suit land, as were statement in the written statement without any supporting evidence, is not sufficient proof.

This issue is decided in favour of the plaintiff and against the defendant.

Issue No.8,9 :- In view of the discussions made in the foregoing issues, the plaintiff No.1 and 2 are entitled to recovery of possession of the suit land and also to a permanent injunction restraining the defendants from interfering with the possession of the plaintiff. Lakhimi Nagar Mehila samity. This issue is decided accordingly.



Issue No.10 :- The plaintiff is entitled to a decree as prayed for in the prayer i,ii,(iii) of the plaint in respect of the schedule of the plaint.

O R D E R

The suit is decreed on contest with cost.

Judgement delivered on this 4th day of sept under my hand and seal of this court.

prepare a decree accordingly.

Sd/- M. R. Sarma
Civil Judge (Jr. Divn) No. 2,
Guwahati
4/9/02

স্বাক্ষরিত দ্বারা

(Signature)
24/9/02

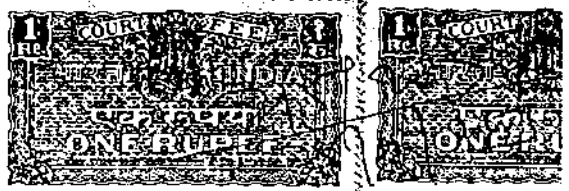
মহা কনিষ্ঠ দেওয়ানী আদালত
গুৱাহাটী

প্রমাণিত দ্বারা

(Signature)
24/9/02

স্বাক্ষরিত দ্বারা
মহা কনিষ্ঠ দেওয়ানী
আদালত

স্বাক্ষরিত দ্বারা
(Signature)
24/9/02
মহা কনিষ্ঠ দেওয়ানী আদালত
গুৱাহাটী



27.1.03 | 27.1.03 | 27.1.03 | 28.1.03 | 28.1.03

-1-

DECREE IN ORIGINAL SUIT

District-kamrup

In the court of civil judge (Jr.Divn) No.2, Guwahati

Title suit No.53/99

- 1. Lakhimi Nagar Mahila Samity
- 2. Smt. Subarnalata Devi
w/o Sri Umesh Sarma
Lakhmi Nagar, Hatigaon, Mouza, Beltola,
Guwahati,

-vs-

- 1. Sri Gobinda Paul Das
S/o Late Deva Paul Das
Uzenbazar, police station Latesil
P.O. Uzenbazar, Guwahati, Dist-Kamrup.

CLAIM for suit for recovery of possession and injunction suit valued at Rs.500/- for court fee and jurisdiction and for injunction.

This suit coming on this day for final disposal before snti M.R.Sarma, civil judge (Jr.Divn) No.2, Ghy

in the presence of

Sri S.N.Medhi
Sri A. Dutta, Advocata for the plaintiff

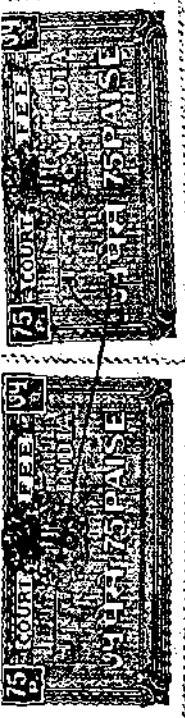
and of

Sri M.Lahkar, Advocate for the defendant

it is ordered and decreed that the suit is decreed on contest with cost. The plaintiff is entitled to a decree as prayed.

(i) A decree for recovery of possession of the suit land by evicting the defendant, his men etc. and/or any one claiming under him and put the plaintiffs in possession of the suit land.

(ii) permanent injunction restraining the defendant his men etc and/or any one claiming under him from interfering with plaintiffs possession of the suit land.



Handwritten notes and signatures at the bottom left, including 'Sri M.Lahkar' and '25/1/03'.



- (iii) Full cost of the suit
- (iv) Any other relief/reliefs to which the plaintiffs may be entitled under the law and equity may also be granted.

SCHEDULE OF SUIT LAND

Land measuring OB-3K-5 Lechas covered by Dag No. 511 K.P. patts No. 86, village jatia mouza- Beltola Guwahati Dist- Kahrup since having acquired by the state Govt under section 10(3) of the urband land

(celling and Regulation) Act, 1976 bounded by on the

- North - pucca walls
- on the South - Biren saikias land
- on the East - Bhagya Talukdars land
- on the West - Road.

and that the sum of Rs. 670.00 be paid by the defendant

to the plaintiff.

Given under my hand and the seal of this court, this 4th day of Sept, 2002.

Sd/- M.R. Sarma
Civil Judge (Jr, Divn) No. 2,
Guwahati
13/9/02



Cost of suit

<u>Plaintiff</u>		<u>Defendant</u>	
1. Stamp for plaint	78.10	1. Stamp for power	1.10
2. Stamp for power	1.10	2. Stamp for petitions	
3. Stamp for petitions		and affidavits	10.90
and affidavits	27.70	3. pleader's fee	
4. pleader's rfee on		Rs. 500/-	500.00
Rs. 500/-	500.00	4. Demi-paper	10.00
5. process fees	4.00		
6. Demi-paper	10.00		
7. Adjournment			
costs	50.00		
<u>Total Rs.</u>	<u>670.00</u>	<u>Total Rs.</u>	<u>522.00</u>



Sd/- M. R. Sarma

Civil Judge (Jr. Divn) No. 2,
Guwahati
13-9-02

অভিলিখিত
 M. R. Sarma
 ১৩/৯/০২
 কাম কনিষ্ঠ দেওয়ানী সিনিয়র কাম
 জজ

স্বাক্ষরিত
 ১৩/৯/০২
 কাম কনিষ্ঠ দেওয়ানী
 জজ

স্বাক্ষরিত
 ১৩/৯/০২
 কাম কনিষ্ঠ দেওয়ানী
 জজ

प्रतिवेदन के लिए आवेदन की तिथि Date of application for the copy.	आप और कोर्टों को अधिसूचना देना चाहिए की तिथि Date fixed for notifying the requisite number of stamps and folios.	अधीन आप और कोर्टों को देने की तिथि Date of delivery of the requisite stamps and folios.	तारीख, जबकि इसे के लिए प्रतिवेदन किया है Date on which the copy was ready for delivery.	अवेदन को प्रतिवेदन देने की तिथि Date of making copy to the court.
27.1.2003	27.1.2003	27.1.2003	27.1.2003	27.1.2003

75 PAISE

जमी आदिष्ठ दमन द्विब बार आदालत व
 प्रति पाठोवना
 (Order of Rule 35 C.P.C.)
 आकाश सुवशी - डिडिम जज निम्न वर्ग 2 नु आदालत
 T. Ex. Case No. 53 / 02.

NO 517 of 11-12-02
 Court
 Civil Judge (Jr. Divn) No. 2
 Government

1) मेमित्री नगर महिला समिति
 2) श्रीमती सुवन-पता देवी-
 सुशी श्री सुवन मन्ना-
 आः मेमित्री नगर, नतीगठ सुवशी
 - बाम - डिमिदाव
 श्री मोकिद पाल दम-
 पिता सुत देव पाल दाम-
 आः उजान बरुव आना पतामिन सुवशी
 - देदाव

आदालत व कोर्ट व प्रति-
 नम 11 22-1-03

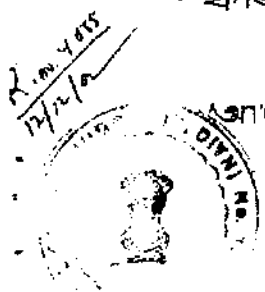
मि देवुके उपाय आकाश सुवन आकाश सुवन
 डि. नु नु 06/02 बादी/ डिमिदाव मेमित्री नगर महिला समिति
 समस्तक डिमिदाव दिमा देव। नतिके आलोनाक ईशवदावा प्रुव
 दिमा नति ये आनुमि निम्न उपायित वरिठ जमी डिमिदाव
 देवशीम मठ देवदाव सकलो प्रकाश आकाश आना माल
 आः डिडिम, दुषिष्ट कवि तत डिमिदाव मठ देवम उपाय
 दिव एवः नई डिमिदावा वरु मि कोना आनुके तत
 देवम दिमा उपाय उपाय देवलोका ताव पवा प्रुवठि
 वरि तत देवम उपाय देव।

आदिः 23 11-12-02 तमिने आत ही 3-
 आदालत व कोर्ट व प्रति दिमा नति।

डिडिम जज निम्न वर्ग 2 नु आदालत-
 सुवशी

Schedule

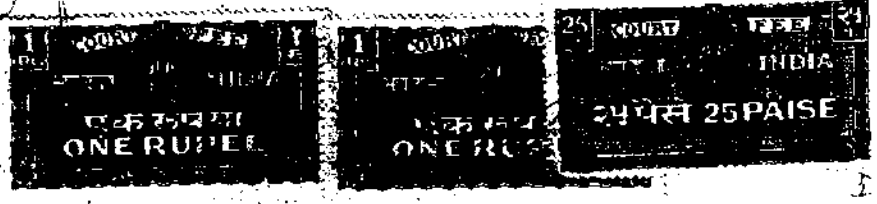
Land measuring 0.5-0.5-5 Lechas Covered by dep No. 511, K.P. Patta No. 86 village - Juhar Mouza, Beldola, Guwahati Dist. Kamrup. Since having acquired by the State Govt. under section 10(3) of the Urban Land (Ceiling and Regulation) Act 1962. bounded by:- NORTH:- Pucca Walla, South:- Biran Sarika's Land East:- Bhogya Talukdev's Land West:- Road.



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 25/1/03
 25/1/03

M...
 11/12/02

5.7.04	12.7.04	12.7.04	12.7.04	12.7.04
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Filed by
 Koushik Debbarh
 Managing Director
 Through
 Jayanta Kumar Dasgupta
 Advocate for the Plaintiff
 1/02/04

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

Mu. (G) 26/03

TITLE EXECUTION CASE NO. 53 of 2002.

Not. etc. 20-2-04

Recd. No. 17/03
 1/2/03



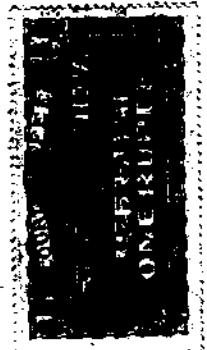
Lakhimi Nagar Mahila Samity and another,

... DECREE HOLDERS.

-Versus-

Shri Gobinda Pal Das,

... JUDGMENT DEBTOR.



IN THE MATTER OF :

An application under Order 21
 Rule 97 read with Section 151 of the
 Code of Civil Procedure.

-AND-

IN THE MATTER OF :

Sankardev Commercial Private Ltd.,
 a Company registered under the
 Companies Act, 1956 and having its
 registered office at Anil Nagar,
 Rajgarh Link Road, Guwahati- 781007,
 P. S. Beeta Nagar, Mouza Beltola,
 District : Kamrup.

26-2-03
 Case No. 75 of 03
 25/2/03
 1-2-03

Registrar
 Kamrup
 1-2-03

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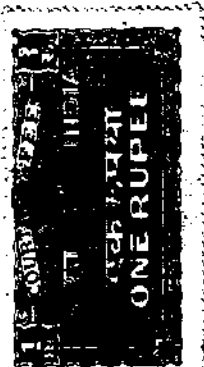
- 2 -

represented by its Managing Director,
Shri Khanindra Talukdar,

... PETITIONER.

-VS-

1. Lakhimi Nagar Mahila Samity,
2. Smti. Subarnaleta Devi,
wife of Shri Umesh Sarma,
Lakhimi Nagar, Hatigaon, mouza Beltola,
Guwahati.

... OPP. PARTIES.

The abovenamed humble petitioner -

MOST RESPECTIFULLY SHEWETH :

1. That the petitioner M/s. Sankardev Commercial Pvt. Ltd., is a company registered under the Companies Act, 1956 having its registered office at Anil Nagar, Rajgarh Link Road, Gauhati- 781007, P.S. Geeta Nagar Mouza Beltola in the district of Kamrup. In this application the petitioner company is duly represented by its Managing Director, Shri Khanindra Talukdar, son of Late Rajen Chandra Talukdar, resident of Anil Nagar, Rajgarh Link Road, P.S. Geetanagar in the district of Kamrup, Assam.

2. That land measuring 7 bighas 2 kathas 12 lechas covered by Deg No. 337(old)/502(new) of Kheraj periodic Patta No. 87 situated at village Jatia under Beltola mouza

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- 3 -

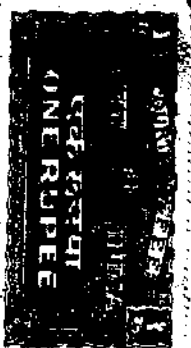
originally belonged jointly to Shri Debendra Pal Das, Bipin Pal Das, Jatindra Pal Das and Satyendra Pal Das all sons of Late Santa Pal Das.

3. That there was a proceeding under the Urban Land (Ceiling and Regulation) Act, 1976 in respect of the land covered by Dag No. 337(old)/502(new) of K.P. Patta No. 87 situated at village Jatia under Beltola mouze. However, by an order dated 20.5.98 passed by the Competent Authority under the aforesaid Act, in ULC Case No. 101 of 1983 land measuring 3(three) Kathas 5(five) lechas covered by the aforesaid dag and Patta No. were excluded from the ceiling proceeding and allowed to be retained by the pattadar Sri Debendra Pal Das.

4. That by a registered deed of sale bearing No. 3527 of 1999 executed on 4.6.99, the abovenamed Pattadar Sri Debendra Pal Das sold and delivered possession of the aforesaid 3 Kathas 5 lechas of land covered by Dag No. 337(old)/502(new) of Kheraj Periodic patta No. 87 situated at village Jatia, mouze Beltola to the petitioner company for valuable consideration of Rs. 4,05,000/- (Rupees four lacs five thousand) only by metes and bounds. Soon after the execution of the aforesaid sale deed the vendor Sri Debendra Pal Das delivered possession of the aforesaid land to the petitioner. It is pertinent to state here that before execution of the registered sale deed the vendor obtained sale

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- 4 -

permission from the competent authority bearing Sale permission NO. KR.1/99/462 dated 24.5.99. The description of the land which the petitioner company has been possessing since the date of purchase i. e. 4.6.99 has been given in Schedule below.

3. That there was a partition case amongst the petitioner's Vendor Sri Debendra Pal Das and the other Pattadars in which the respective shares of the individual pattadars were allotted. In the final allotment of shares there was a mistake committed in respect of Dag Nos. in the concerned map of village Jatia. The said mistake upon being detected, the Deputy Commissioner, Kamrup-cum- Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 upon hearing the Pattadars and on perusal of the connected records, by order dated 6.4.99 passed in ULC Case Nos. 143/83 and 101/83 directed the Settlement Officer, Kamrup, Gauhati to correct the map by interchanging the Dag Nos. 502 and 511 and accordingly the map and other land Revenue Record of village Jatia mouza Beltala were duly corrected by inter-changing the Dag Nos. in the map of Jatia village keeping the patia Nos. intact.



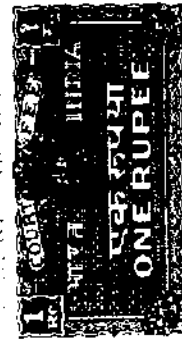
6. ^{purchase of} That/the aforesaid plot of land described in the Schedule below, the petitioner company in the year 1999 raised an Assam type house consisting of two rooms with C. I. sheet roof with brick walls. The said house is connected with the electricity from the Assam State Electricity Board and the said house is being used

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- 5 -

as a quarters of the employee of the petitioner company and the said land is well demarcated by boundary brick walls.



7. That during the current Re-settlement operation of Gauhati the aforesaid 3 kathas 5 lechas of land has been included in Dag No. 1683(new) of Kheraj periodic patta No. 739(new) and the name of the petitioner company has been duly recorded in the Revenue Records by right of purchase and possession. The petitioner company has also paid up-to-date land revenue in respect of the land described in the Schedule below.

8. That the aforesaid land and house of the petitioner company has been duly assessed as Holding No. 2178 of Ward No. 59 of the Gauhati Municipal Corporation. The petitioner has also paid up-to-date Municipal taxes in respect of the aforesaid holding.

9. That while the petitioner has been in peaceful possession of the aforesaid land and house described in the Schedule below, on 16.1.2003 in purported execution of the writ of delivery of possession issued in the abovenoted Title Execution Case a Process Server from the Civil Nazarat of this Hon'ble Court being accompanied by the abovenamed Opposite parties and some other persons went to the petitioner's land and house described in the Schedule below and wanted to take forcible possession of the petitioner's land and house by evicting the petitioner's employee and his family

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- 6 -

member and they offered resistance to execution.

10. That the petitioner company was shocked and surprised on hearing of the attempted execution of a decree as never at any time there was any suit instituted against the petitioner company by anybody not to speak of to the land and house described in the Schedule below. The petitioner company through its Managing Director made a thorough enquiry in the office of the Hon'ble Court and during the course of such enquiry the petitioner company came to know that the abovenamed, opp. parties as joint plaintiffs instituted a Title Suit bearing No. 53 of 1999 against one Sri Gobinda Pal Das seeking a decree of recovery of possession by evicting the defendant, permanent injunction restraining the said Gobinda Pal Das, his men etc. and also for other reliefs. The petitioner company also came to know that in the said Title Suit No. 53 of 1999, the abovenamed Opp. parties had shown the scheduled land belonging to the petitioner company as the suit land of the aforesaid Title Suit No. 53 of 1999 by deliberately changing the Dag No. and the patte no. The land which the opposite parties had shown as the suit land in Title Suit 53 of 1999 is as follows :

"Land measuring OB-3K-5L covered by Dag No. 511, K.P. Patte No.86, village Jatla, mouza Beltola, Gauhati, District Kamrup since having acquired by the State Govt. under Section 10(3)

[Signature]
contd...



- 7 -

of the Urban Land(Ceiling and Regulation)
Act, 1976.

Bounded by :

On the North : Pucca Wall,

On the South : Biren Saikia's land,

On the East : Bhagya Talukdar's land,

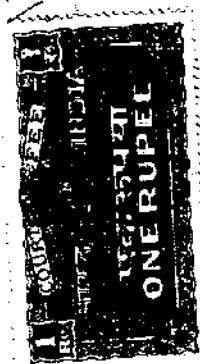
On the West : Road. "

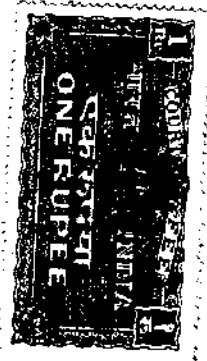
It would be evident from the above description that the abovenamed opposite parties who were aware about the inter-change in the dag no. and correction of the concerned map of village Jatia pursuant to the order dated 6.4.99 passed by the Deputy Commissioner, Kamrup-
cum- Competent Authority in U.L.C. Case Nos, 143/83 and 101/83 deliberately quoted the wrong dag no. and patta No. in respect of the suit land so as to falsely claim the suit land to have been acquired by the Govt. under the Urban Land (Ceiling and Regulation) Act, 1976. "



11. That the petitioner company obtained certified copies of the plaint and connected documents of the aforesaid Title Suit No. 53 of 1999. It appears from the statements made in the plaint that the Opp. parties claimed the aforesaid suit land to be covered by Dag No. 511 which they claimed to have been acquired by the Govt. under the ULC Case No.143 of 1983. It is also revealed from the statements made in the plaint that the same contained false and misleading statements. However, in the said Title Suit neither the petitioner company nor its vendor Sri Debendra Pal Das was made a defendant.

Dr. M. X.





12. That the abovenamed Opp. parties as joint plaintiffs of the Title Suit No. 53 of 1999 practised fraud upon this Hon'ble Court not only by making deliberate false and misleading statements in the plaint as well as in their depositions given before this Hon'ble Court but also avoided the petitioner company and its vendor Sri Debendzz Pal Das from being impleaded as defendant in the aforesaid suit and by giving different dag no. and patta no. and also by practising such fraud, the abovenamed opp. parties obtained a fraudulent decree from this Hon'ble Court in Title Suit No. 53 of 1999 and by filing Title Execution Case No. 53 of 2002 before this Hon'ble Court the abovenoted opposite parties have sought to evict the petitioner company from their own land and house described in the Schedule below of which the petitioner company has been in occupation on the strength of its own right, title and possession.



13. That the land described in the Schedule below is under the exclusive right, title and possession of the petitioner company and the same was never acquired by the Govt. under the Urban Land (Ceiling and Regulation) Act, 1976 or under any other law.

14. That the boundary which have been shown in the decretal land is covered by Dag No. 502(new) of K.P.patta No. 87 of village Jatia and the same exclusively belongs to the petitioner company and the abovenamed opp. parties have illegally tried to disposses the

M/12/17

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- 9 -

petitioner company in purported execution of a decree fraudulently obtained by them in Title Suit No. 53 of 1999. Therefore, the execution of the said fraudulent decree in the aforesaid execution case has been objected to, lawfully resisted and obstructed by the petitioner company under Order 21 rule 97 C.P.C. and it is submitted that this Hon'ble Court may be pleased to adjudicate the dispute on merit in accordance with law before executing the writ of delivery of possession.

Schedule

(Description of the land and house belonging to the petitioner company)

Land measuring 3 Kathas 5 lachas covered by Dag No. 337(old)/502(new) of K.P. Patta No.87 of village Jatia under Beltola mouza P.S. Dispur Dist. Kamrup together with an Assam type house consisting of two rooms with G.I. sheet roof with brick walls. The land is surrounded by a boundary brick wall bounded by :

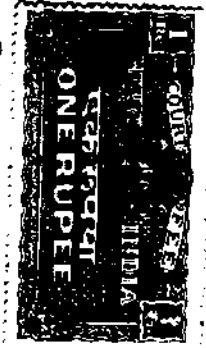
North : Nagen Kalita,
 South : Dr. Dhiren Saikia,
 East : Bhagya Talukdar,
 West : 21' wide Road,

It is, therefore, prayed that Your honour would be pleased to admit this application under Order 21 Rule 97 C.P.C.

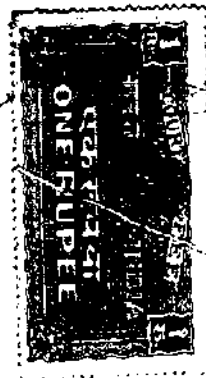
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P. 121X



- 10 -



issue notice to the Opp. parties to show cause and be pleased to adjudicate upon the right, title and interest of the petitioner over the land and house described in the Schedule and declare that the decree passed in Title Suit No. 53 of 1999 is not executable in respect of the petitioner's land and house and further be pleased to reject the abovenoted Title Execution Case and/or be pleased to pass any such order or further order as to the hon'ble court may deem fit and proper ;



It is further prayed that pending adjudication of the petitioner's right, title and interest over the land and house described in the Schedule, all further proceeding of the abovenoted Title Execution may kindly be stayed and the writ of delivery of possession, if issued, may kindly be recalled ;

And for this the petitioner as in duty bound shall ever pray.

M. J. 1917

...Affidavit.

- 11 -

AFFIDAVIT

I Bhannindra Talukdar, son of Late Rajen Choudra Talukdar, aged about 32 years by Caste Hindu by occupation business, resident of Anil Nagar, Rajwarh Link Road, Gauhati- 781007 in the district Kamrup do hereby solemnly affirm and declare as follows :-

1. That I am the Managing Director of the petitioner company and as such competent to swear this Affidavit. I am also acquainted with the facts and circumstances of the same.

This is true to my knowledge.

2. That the statements made in para 1, 4, 6, 8 and 13 are true to my knowledge those in paras 2, 3, 5, 7, 9 and 14 are true to my knowledge derived from records and rests are my humble submission before this Hon'ble Court.

Sign this Affidavit on this 11th day of January, 2003 at Gauhati.

Identified by
Bhupen Sarma
Advocate's Clerk 11/02/03

SANKARDEV COMMERCIAL (P) LTD.
Bhannindra Talukdar
Managing Director
Deponent

অস্বীকার্য সত্যকে স্বীকার করি।
আমি *Bhannindra Talukdar* সঙ্কার্বেণ কমার্শিয়াল (প) লিমিটেডের
ম্যানেজিং ডিরেক্টর।
এই আবেদনকারীকে স্বীকার করি যে
উক্ত আবেদনকারীকে স্বীকার করি।
A/c

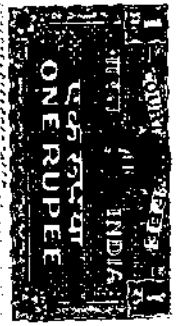
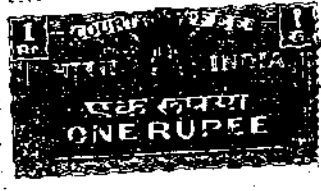
[Signature]
12/7/04
Sheristaffar,
District & Sessions Judge
Kamrup, Guwahati



Comparing Assistant
12.7.04
District & Sessions Judge
Kamrup, Guwahati

Certified True Copy,
12.7.04
District & Sessions Judge,
Kamrup, Guwahati.

प्रतिवेदन के दिनांक की तारीख Date of application for the copy.	रकम और कोटिंग के अतिरिक्त तैयार मुद्रित करने की तिथि की तारीख Date fixed for notifying the requisite number of stamps and tolls.	अवधि रकम और फीस को देने की तारीख Date of delivery of the requisite stamps and tolls.	तारीख, जबकि इसे के लिए प्रतिवेदन तैयार थी Date on which the copy was ready for delivery.	अवेदन को प्रतिवेदन देने की तारीख Date of making over the copy to the applicant.
25.2.05	25.2.05	25.2.05	25.2.05	25.2.05



Rule VII, Form No. 143.
HIGH COURT FORM No. (J) 13: A
Form of Order Sheet.

Dr. **OT**
GOVT OF
Present— **Smt. M. R. Sarda**

Case No. **SUIT/CASE No. 26 OF 2003**
Sankardev Commercial Pvt. Ltd. vs. Lakshmi Nagar Mahila Samity

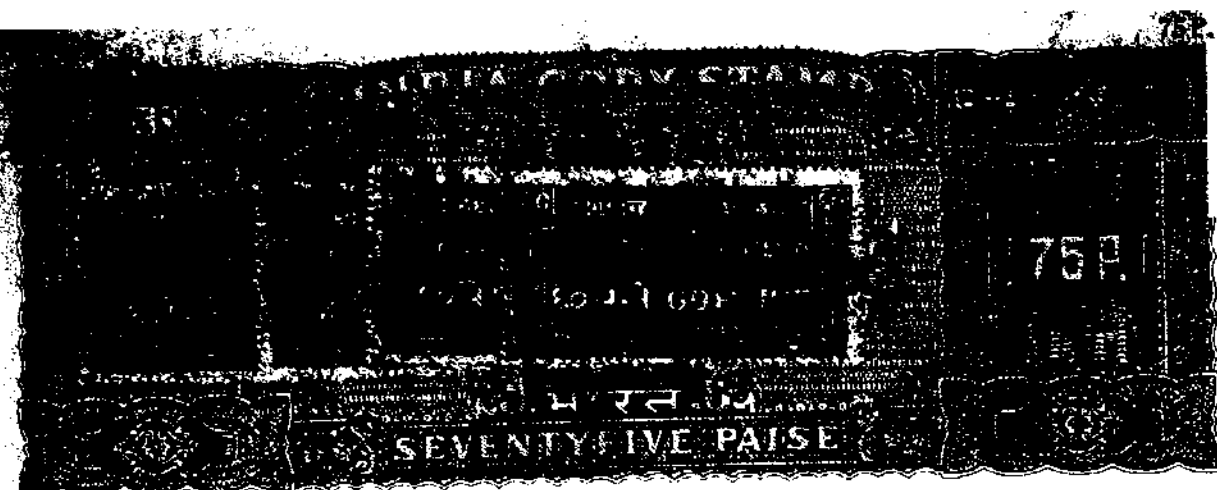
Serial No.	Date of Order or Proceeding	Order or other Proceeding	Signature of Court	Office action taken on order, with date and dated signatures of pleaders or parties when necessary
1	1-2-03	This writ case arises out of a petition No 171/03 under Order 21 Rule 97 read with Sec. 151 CPC praying for allowing the petitioners to confer the rent as they are the right title holders. The petition is supported by an affidavit. Heard by Counsel. Issue notice to the Deans Holders. In the meantime the writ for execution is also recalled. Petitioners will take steps for 20-2-03 for C.A.		



27
Case No. **J.S. 84/03**
Date **25/2/05**
Dist. Judge (S. Div.)
GUWAHATI

Comparing Assistant
District & Sessions Judge
Kamrup, Guwahati

Certified True Copy
25/2/05
District & Sessions Judge
Kamrup, Guwahati



प्रतिलिपि के लिए आवेदन की तारीख Date of application for the copy.	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.

GOVERNMENT OF ASSAM
REVENUE (REFORMS) DEPARTMENT DISPUR

ORDERS BY THE GOVERNOR OF ASSAM

DATED DISPUR, THE 6TH FEB/03.

READ : Petition dated 7-5-99 filed by the secretary of lakhimi nagar mohila samity hatigaon, mouza- Beltola, against the order of the Deputy Commissioner, Kamrup also the Competent Authority under UL (C&R) Act dated 6-4-99 in ULC Case No. 143/83.

READ ALSO: The reports and records furnished by the Deputy Commissioner, Kamrup also the Competent Authority UL (C&R) Act vide his letters No. ULC.143/172/538, dated 14-7-99 and No. ULC. 143/83/174/905 dated 16-9-99.

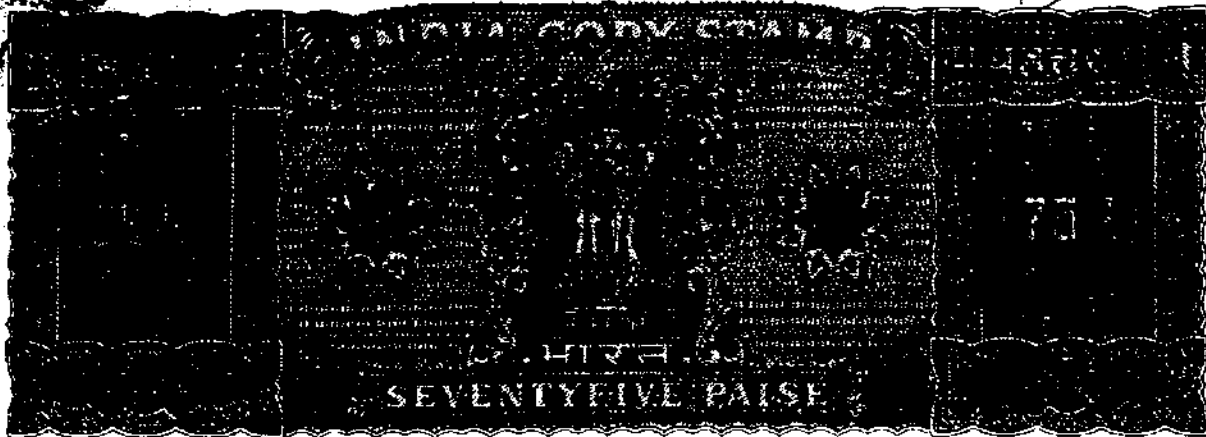
O R D E R

On perusal of the petition submitted by the Secretary, Lakhimi Nagar, Mohila Samity, it reveals that the Mohila Samity had occupied an area of 3K--5Ls from the

cont/-... p.2

28-2-03
Case No. - TS. 24/03
Date - 25/2/03
Civil Judge (S. Divn) Dispur
MUNSHI

15.3.03



प्रतिलिपि के लिए आवेदन की तारीख Date of application for the copy.	स्टाम्प और फोलियो की अपेक्षित संख्या सूचित करने की दिनांक 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.

--2--

total acquired land of 17976.96 Sq.Mtr. under UL (C&R) Act under K.P. Patka No. 86 of Jatiya village of Beltola Mouza.

The contention of the petitioner is that while the prayer of the petitioner for settlement of the said land was under process the Competent Authority has re-opens the already disposed of case and reviewed the earlier order. By that order the Competent Authority had changed the Dag Nos and Boundaries of a portion of acquired land.

The petitioner party filed a title suit for recovery of their possession over the land in the Court of Civil Judge (Jr.Division) at Guwahati which is not yet disposed of. The contention of the petitioner party is to get allotment / settlement of the occupied land.

15.3.05

ASSAM

75P.



प्रतिनिधि के लिए आवेदन की तारीख Date of application for the copy.	छाप और फोलियो की जपेखित संख्या सूचित करने की निश्चित तारीख Date fixed for notifying the requisite number of stamps and folios.	अवशित छाप और फोलियो देने की तारीख Date of delivery of the requisite stamps and folios.	तारीख, जबकि देने के लिए प्रतिनिधि तैयार हो Date on which the copy was ready for delivery.	आवेदक को प्रतिनिधि देने की तारीख Date of making over the copy to the applicant.

- 3 -

On perusal of the reports and records submitted by the Deputy Commissioner, Kamrup and the Competent Authority under Urban Land (Ceiling and Regulation) Act it is seen that the Competent Authority had actually respond the case and passed orders on 6-4-99 and modified the original order which amounts to review of his own order. Under Urban Land (Ceiling and Regulation) Act once a case is finalised by the Competent Authority the review authority lies with the Government U/S 34.

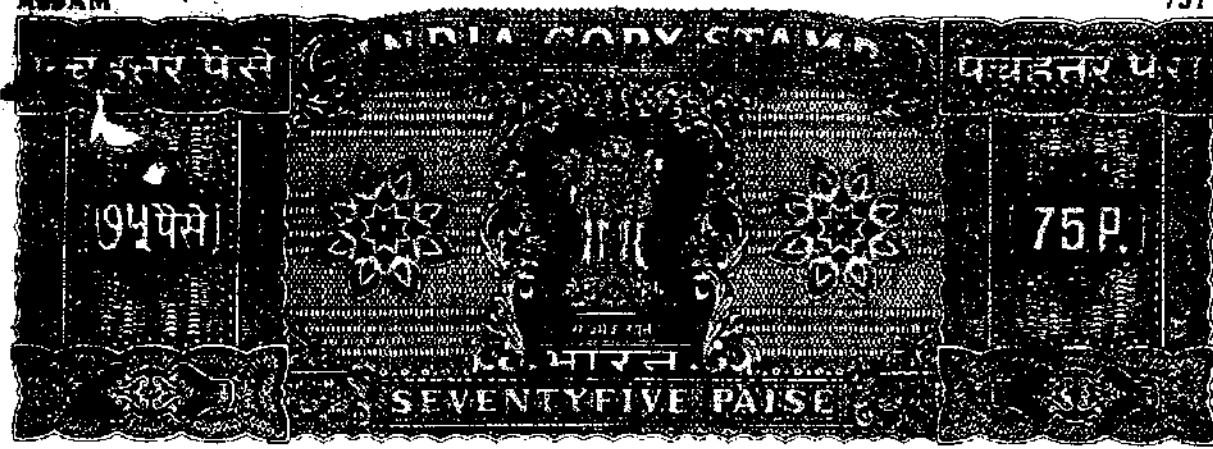
As such the petition is disposed of by setting ~~it~~ aside the order of the Competent Authority dated 6-4-99.

Stay order if any vacated.

Send back the case records.

Sd/-
(SHRI M.K. BAROOAH, IAS)
COMMISSIONER & SECRETARY TO THE GOVERNMENT OF ASSAM, REVENUE DEPARTMENT

cont/-... p.4



प्रतिनिधि के लिए आवेदन की तारीख Date of application for the copy.	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 प्रतिनिधि तैयार थी Date on which the copy was ready for delivery.	आवेदक को प्रतिनिधि देने की तारीख Date of making over the copy to the applicant.

-4-

Memo No. RRT.40/99/66-A, Dated Dispur, the 6th Feb/03.
 Copy to:-

1. The Deputy Commissioner, Kamrup, also the Competent Authority under Urban Land (C & R) Act for information and necessary action. The case records No. 143/83 had already been sent to Deputy Commissioner, Kamrup vide Govt. letter No. RRT. 40/99/63 dtd. 6-5-02 which may please be referred to.
2. Secretary, Lakhimi Nagar Mohila Samity, Hatigaon, Kamrup.
3. Guard file.

Type by
 J.D.M.
 15.2.03
 Compered by
 P.V.
 15/3/03

By order etc.,

JOINT SECY. TO THE GOVT. OF ASSAM,
 REVENUE (REFORMS) DEPARTMENT.

Certified to be true.

[Signature]
 15.3.03
 Joint Secretary

<p>आपने को प्रमाणित करने की तिथि</p> <p>Date fixed for notifying the requisite number of stamps and folios.</p>	<p>आपको स्टाम्प और फोलियो देने की तारीख</p> <p>Date of delivery of the requisite stamps and folios.</p>	<p>आपको प्रमाणित करने की तिथि</p> <p>Date on which the copy was ready for delivery.</p>	<p>आपको प्रमाणित करने की तिथि</p> <p>Date of making over the copy to the applicant.</p>
<p>21/11/03</p>	<p>10/11/03</p>	<p>10/11/03</p>	<p>10/11/03</p>

IN THE GAUHATI HIGH COURT

(High Court of Assam, Nagaland, Meghalaya, Manipur, Tripura, Mizoram & Arunachal Pradesh)

CIVIL APPELLATE SIDE

- 25 -

173

Appeal from

Civil Rule

W.P.C.

No.

8615

of 1003

Appellant

Petitioner

M/S Sankander Commercial Pvt. Ltd.

Versus

The State of Assam & Ors.

Respondent

Opposite Party

Mr. C. K. Sarma Baruah.

Mr. J. K. Parajuli

Mr. N. Rajkumar High Court

Opposite Party

GT Assam

Case No. JS 84/03

Date 25/2/05

Gauhati High Court

GAUHATI

M/S Sankardev Commercial Private
Limited, a company registered under the

Companies Act, 1956 and having its

Registered Office at Anil Nagar,
Gauhati High Court

Rajgarh Link Road, Guwahati-781007 in

the District of Kamrup, Assam

represented by Managing Director

Sri Khamindra Talukder.

Handwritten: 2/10/11

.....PETITIONER

-VS-

4

1. The State of Assam,
represented by its Commissioner and
Secretary, to the Government of Assam,
Revenue (Reforms) Department,
Dispur, Assam.
2. The Commissioner and Secretary,
to the Government of Assam, Revenue
(Reform) Department, Dispur,
Guwahati-781006, Kamrup.
3. The Deputy Commissioner,
Kamrup at Guwahati
Guwahati High Court
4. The Settlement Officer,
Gauhati Settlement,
Ulubari, Guwahati.
5. Lakhimi Nagar Mahila Samity,
a Society registered under the Societies
Registration Act having its registered
Office at Lakhimi Nagar, Dispur,
Guwahati-781005, District Kamrup and
represented by Smti. Subarnalata Devi.
6. Smti. Subarnalata Devi,
wife of Sri Omesh Samra;

-28-

5

resident of Lakhimi Nagar, Hatigaon,
Guwahati, District Kamrup.

7. Sri Debendra Pal Das,

son of late Santa Pal Das,
resident of Kahilipara Road, Jatia,
Guwahati-781006, District Kamrup.

8. Sri Bipin Pal Das,

son of late Santa Pal Das,
resident of Kahilipara Road, Jatia,
Guwahati-781006, District Kamrup.

9. Sri Jangra Pal Das,

son of late Santa Pal Das,
resident of Kahilipara Road, Jatia,
Guwahati-781006, District Kamrup.

10. Sri Satyendra Pal Das,

son of late Santa Pal Das,
resident of Kahilipara Road, Jatia,
Guwahati-781006, District Kamrup.

11. Sri Gopinath Pal Das,

son of late Santa Pal Das,
resident of Kahilipara Road, Jatia,
Guwahati-781006, District Kamrup.

Handwritten signature/initials

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. 8615 of 2002

M/S Sankander Commercial Pvt. Ltd.

Appellant
 Petitioner

Versus

The State of Assam & others

Respondent
 Opposite Party

Appellant *Mr. C.K. Sarma Baruah.*
 For Petitioner *Mr. J.K. Paasjuli*
 Respondent *Mr. N. Rajkhowa.*
 For Opposite Party *Mr. Anand...*

Nothing by Officer or Advocate	Serial No.	Date	Office notes, reports, orders or proceedings with signature
	2	1.10.03	<p>BEFORE, HON'BLE MR JUSTICE B. LAMARCA</p> <p>heard Mr CK Sarma Baruah, learned Sr. counsel for the petitioner.</p> <p>Admit the petition. Call for the records. Issue notice. Notice is made returnable in 6 weeks.</p> <p>Learned State counsel takes notice on behalf all the respondents, Petitioner, to supply copy writ petition to the learned G.A. within one week in the interim, it is directed that the order 266.2.03 (Annexure-14) passed by the Commissioner and Secretary, Govt. of Assam, Deptt. Assam, shall remain stayed until further order. List the case after 6 weeks.</p>

*Call for records
 returned the records
 in 18/10/03
 G.A. Mr. ...
 8/10/03*

[Signature]

प्रतिनिधि के लिए आवेदन की तारीख Date of application for the copy	आप्य और प्रतिनिधि को अपेक्षित दिनांक पर सूचना देने की तिथि Date fixed for notifying the rec. site number of and follow.	अपेक्षित स्टाम्प और फोटोको देने की तारीख Date of deliver. of the requisite stamps and photo.	तारीख, जबकि देने के लिए प्रतिनिधि तैयार थी Date on which the copy was ready for delivery.	आवेदन को प्रतिनिधि देने की तारीख Date of making over the copy to the applicant.
31-3-08	31-3-08	31-3-08	1-4-08	1-4-08

(High Court of Assam, Nagaland, Meghalaya, Tripura, Mizoram & Arunachal Pradesh)

CIVIL APPELLATE SIDE

Appeal from

Civil Rule

W.P.C

No.

8615

of 2003

M/S Sankander Commercial Pvt. Ltd.

Appellant

Petitioner

Versus

The state of Assam and ors.

Respondent

Opposite Party

Appellant

For Petitioner

Mr. C.K. Sarma Baruah.

Mr. J.K. Parajuli

Mr. N. Rajkhowa.

Respondent

For Opposite Party

G.A. Assam.

31
 T.S. 84/03
 22/4/2008
 24/1/08

- 2 -

IN THE MATTER OF:

M/S Sankardev Commercial Private Limited, a company registered under the Companies Act, 1956 and having its Registered Office at Anil Nagar, Rajgarh Link Road, Guwahati-781007 in the District of Kamrup, Assam represented by its Managing Director Sri Khanindra Talukdar.

.....**PETITIONER**

-VS-

[Handwritten signature]

[Handwritten mark]

.....**DEBTOR**

[Handwritten signature]

A-3-

1 The State of Assam.

represented by its Commissioner and
Secretary, to the Government of Assam,
Revenue (Reforms) Department,
Dispur, Assam.

2. The Commissioner and Secretary,

to the Government of Assam, Revenue
(Reform) Department, Dispur,
Guwahati-781006, Kamrup.

3. The Deputy Commissioner,

Kamrup at Guwahati.

4. The Settlement Officer,

Gauhati Re-Settlement,
Uluberi, Guwahati.

5. Lakhimi Nagar Mahila Samity,

a Society registered under the Societies
Registration Act having its registered
Office at Lakhimi Nagar, Dispur,
Guwahati-781005, District Kamrup and
represented by Smt. Subamalata Devi.

6. Smt. Subamalata Devi,

wife of Sri Umesh Sarma.

B-4-

resident of Lakhimi Nagar, Hatigeon,
Guwahati, District Kamrup.

7. Sri Debendra Pal Das,

son of late Santa Pal Das,
resident of Kahilpara Road, Jatia,
Guwahati-781006, District Kamrup.

8. Sri Bipin Pal Das,

son of late Santa Pal Das,
resident of Kahilpara Road, Jatia,
Guwahati-78100, District Kamrup.

9. Sri Jatindra Pal Das,

son of late Santa Pal Das,
resident of Kahilpara Road, Jatia,
Guwahati-781006, District Kamrup.

10. Sri Satyendra Pal Das,

son of late Santa Pal Das,
resident of Kahilpara Road, Jatia,
Guwahati-781006, District Kamrup.

11. Sri Gobinda Pal Das,

son of late Debapal Das,
resident of Uzanbazar,
Guwahati-781003, District Kamrup.

.....RESPONDENTS

x. struck-off vide
Hon'ble Court's order
dated 12.6.07.

22/11/07
[Signature]

[Signature]
Commissioner of
District Kamrup

Noting by Officer or Advocate	Serial No.	Date	Office notes, reports, orders or proceedings with signature
1	2	3	4 W. P. (C) 8615/2003

BEFORE

THE HON'BLE MR. JUSTICE H. N. SARMA

10.3.2008

Heard learned counsel for the petitioner.

The challenge made in this petition is an order dated 6-2-2003 passed by the Commissioner and Secretary, Government of Assam, Revenue Department.

By the impugned order, the respondent authorities set aside the order dated 6-4-1994 passed by the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976. The Competent Authority found that the Commissioner and Secretary, Government of Assam, Revenue Department, by passing the impugned order dated 6-2-2003, has violated the provisions of Section 34 of the Urban Land (Ceiling and Regulation) Act, 1976.

During the pendency of this petition, the Urban Land (Ceiling and Regulation Act, 1976) has been repealed.

In view of repeal of the order, no action having been taken under the aforesaid Act, the matter is remanded back to the Commissioner

Noting by Officer or Advocate	Serial No.	Date	Office notes, reports, orders or proceedings with signature
1	2	3	4
<p>and Secretary, Government of Assam for passing appropriate order in view of the repeal of the Act under which the order was passed.</p> <p>With the aforesaid directions, this writ petition stands disposed of.</p>			

Sd/- H.N. Sarma
Judge

SL-93791
dt-31-3-08

CERTIFIED TO BE TRUE COPY
Kereng Kam Lason
 Dt: *4/4/08*
Superintendent (Copying Section)
Gauhati High Court.
 Authorised U/S 76, Act 1, 1872

Sd/-
T-4-08

68 0 20

THE GAUHATI HIGH COURT

(The High Court of Assam, Nagaland, Mizoram and Arunachal Pradesh)

Main Written Examination for direct recruitment to Grade-I of Assam Judicial Service, 2022

Total Marks: 50 (Fifty)
Date: 11.12.2022 (Sunday)

Duration: 2 hours
Time: 1 p.m. to 3 p.m.

PAPER- IV

১. তলৰ শব্দ কেইটিৰ বিপৰীত শব্দ লিখক-

0.5x6=3

- ক) তৱৈ খ) মখনা গ) ঘঁৰিয়াল ঘ) বিয়ে
ঙ) ৰাজকুমাৰ চ) ননদ

২. বন্ধনীৰ ভিতৰত দিয়া শব্দৰ পৰা তলত দিয়া শব্দবোৰৰ সুদ্ধ সমানৰ্থক বাছি লিখক-

0.5x6=3

(হতাশন, ৰসনা, দ্বিপ, ভানু, ডাৱৰ, নিলয়)

- ক) ঘৰ খ) হাতী গ) জুই ঘ) জিভা ঙ) মেঘ চ) অৰুণ

৩. তলৰ শব্দকেইটিৰ সন্ধি ভাঙক-

0.5x6=3

- ক) হিমালয় খ) বিবেকানন্দ গ) মেঘালয় ঘ) শতাব্দ ঙ) কাৰাগাৰ চ) উমানন্দ

৪. অৰ্থ লিখি বাক্য ৰচনা কৰক-

1.5x4=6

- ক) অজীণ পাতকী খ) খামি ডাঠ গ) পানীৰ মিঠে ঘ) নলে-গলে লগা

৫. তলৰ শব্দকেইটিৰ অসমীয়া পৰিভাষা লিখক-

1x5=5

- ক) Attorney General খ) Advocate General গ) Public Prosecutor ঘ) Approver ঙ) Code

৬. তলৰ যিকোনো এটাৰ ভাৱ সম্প্ৰসাৰণ কৰক-

5

ক) স্বদেশ আৰু স্বজাতিৰ উন্নতিৰ মংগল মন্দিৰৰ সিংহ দুৱাৰ হৈছে মাতৃভাষা। -

লক্ষ্মীনাথ বেজবৰুৱা

খ) উদ্যোগী পুৰুষ সিংহই কেবল লক্ষ্মীকেই লাভ কৰে এনে নহয়; সবস্বতীকো লাভ কৰে।-

কবিগুৰু ৰবীন্দ্ৰনাথ ঠাকুৰ

৭. কবি হিৰেন ভট্টাচাৰ্য দেৱে লিখা “মোৰ দেশ” নামৰ কবিতাটিৰ তলত দিয়া পংক্তিটো প্ৰসংগ সংগতি লগাই বাখ্যা কৰক- 2+3=5

“এনে বহু যাত্ৰাৰ শেষ মোৰ দেশ। যাৰ বুকুৰ উমে মোক

দিছে ভালপোৱাৰ আনন্দ যৌৱন প্ৰাচুৰ্য। জীৱনৰ নতুন অৰ্থ।
এই দেশৰ প্ৰতিটো পুৱাই মোলৈ লুকাই আনে ঐশ্বৰ্যৰ বিপুল সম্ভাৰ।
প্ৰতিটো সন্ধিয়াই বৈ আনে স্নিগ্ধ ফুলৰ সুবাস। প্ৰতিটো ঋতুৱে
মোক দি যায় জীৱনৰ আশীৰ্বাদ।”

৮. জিলা আৰু সত্ৰ ন্যায়ধিৰ কাৰ্যালয়ৰ চিৰষ্টদাৰে দিয়া তলৰ টোকাটো পঢ়ক আৰু ইয়াৰ ওপৰত বিহিত প্ৰশাসনীয় হুকুম এটা লিখক। 5

“মহাশয়, আমাৰ কাৰ্যালয়ৰ চতুৰ্থ বৰ্গৰ কৰ্মচাৰী ‘ক’ য়ে যোৱা ৭ দিন ধৰি কোনো খবৰ নিদিয়াকৈ কাৰ্যালয়ত অনুপস্থিত আছে। বিশেষ সূত্ৰৰ পৰা গম পোৱা গৈছে যে তেওঁৰ মাকৰ অসুখৰ বাবে হাস্পাতালত আছে। আমাৰ কাৰ্যালয়ৰ নথি মতে দেখা যায় যে তেওঁৰ ২ দিন নৈমিত্তিক চুটি মজুত আছে।

মহোদয়ৰ ওচৰত বিহিত হুকুমৰ বাবে এই টোকা প্ৰস্তুত কৰা হল।”

৯. যোৱা নিশা আপোনাৰ অঞ্চলত এজন লোকৰ মৃতদেহ ৰাস্তাৰ দাঁতিত পৰি থকা দেখা গৈছে। ঘটনাৰ বিষয়ে সবিশেষ জনাই আপোনাৰ ওচৰৰ আৰক্ষী নিবেশৰ প্ৰভাৰী বিষয়াক জনাই এখন এজাহাৰ লিখক।

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১০. তলত উল্লেখ কৰা অসমীয়া ভাষাৰ সাহিত্যিক দুগৰাকীৰ ভিতৰত যিকোনো এগৰাকীৰ কৰ্মৰাজীৰ ওপৰত আলোকপাত কৰক-

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(ক) লক্ষ্মীনাথ বেজবৰুৱা।

(খ) নিৰ্মলপ্ৰভা বৰদলৈ।

১১. তলৰ অনুচ্ছেদটো অসমীয়া অনুবাদ কৰক -

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By destroying nature, environment, man is committing matricide, having in a way killed Mother Earth. Technological excellence, growth of industries, economical gains have led to depletion of natural resources irreversibly. Indifference to the grave consequences, lack of concern and foresight have contributed in large measures to the alarming position. In the case at hand, the alleged victim is the flora and fauna in and around Kudremukh National Park, a part of the western Ghats. The forests in the area are among 18 internationally recognized "hotspots" for biodiversity conservation in the world.

T.N. Godavarman Thirumulpal

Vs.

Union of India & Ors.

