

IN THE COURT OF THE SENIOR CIVIL JUDGE, KHORDA

PRESENT :-

Sri Raj Kishore Lenka  
Senior Civil Judge, Khurda.

**Dated this the 07<sup>th</sup> day of March, 2s014**

**C.S. 241/ 2009**

Sadananda Jena, aged about 32 years, S/o- Bhagirathi Jena,  
Vill.- Deulipatna (Aranga), P.O.- Olasingh, P.S.- Jankia, Dist- Khordha.

..... Plaintiff.

-Versus-

1. Ashamani Jena, aged about 73 years, W/o- Bhagirathi Jena, At- Deuli Patna (Aranga) P.O.- Olasingh, P.S.- Jankia, Dist- Khordha.  
At present C/o- Santha Jena, Vill.- Gunthuni, P.O.- Golabai, P.S.- Jankia, Dist- Khordha.
2. Anatha Biswal, aged about 45 years, S/o- Late Maheswar Biswal, Vill.- Deulipatna (Aranga), P.O.- Olasingh, P.S.- Jankia, Dist- Khordha.
3. Bhagirathi Jena, aged about 81 years, S/o- Late Maheswar Jena, Vill.- Deulipatna (Aranga), P.O.- Olasingh, P.S.- Jankia, Dist- Khordha.

.....Defendant

Counsel for Plaintiff ... Sri A. K. Pattnaik and associates,  
Advocates, Khordha

Counsel for defendants ... Sri P.K. Dalabehera and associates,  
Advocates, Khordha

.....  
Date of Argument – 03.03.2014

Date of Judgment – 07.03.2014  
.....

## JUDGMENT

This is a suit for declaration, permanent injunction and other consequential reliefs.

02. The plaintiff is the son of defendant No. 1 and proforma defendant No. 3, his mother and father respectively. Defendant No. 2 is the natural brother of plaintiff, who has been adopted by his maternal grandfather namely Maheswar Biswal. The plaintiff has two other brothers namely Dillip Jena and Santha Jena, who are not made as parties in this case. The plaintiffs case is that the properties recorded under khata No. 20 of mouza "Ogalpur" measuring Ac. 0.705 decimals (schedule A property), was purchased by his father (proforma defendant No. 3) in the name of his mother (D-1) through a registered sale deed bearing No. 5168 dated 20.05.1974 out of their joint family nucleus and as such schedule A property is their joint family property. Similarly, the properties recorded under khata No. 16 of mouza Ogalpur under plot No. 957 measuring Ac. 0.270 decimals (Schedule B property) is the ancestral property of defendant No. 1, which was previously stands recorded in the name of Maheswar Biswal, who is the adoptive father of defendant No. 1 (Schedule A and B properties herein after called as suit property). Since, Maheswar Biswal has no male heirs, he adopted defendant No. 2 as his son and as such schedule-B property remained in joint possession of plaintiff and proforma defendant No. 3. It is the further case of the plaintiff that defendant No. 2 is a greedy person. He chock out a plan to take some valuable properties belonged to the

plaintiff, defendant No. 1 and proforma defendant No. 3. Therefore he took defendant No. 1 to his house and during her stay, defendant No. 2 by misguiding defendant No. 1 managed to obtain a sale deed in his favour vide sale deed No. 2405 dated 10.07.2009, wherein the suit property has been sold away by defendant No. 1 to the defendant No. 2. On the above transaction, the plaintiff has to say that the sale of the suit property by defendant No. 1 to defendant No. 2 is void ab-initio and confers no title to the defendant No. 2. There was no necessity for defendant No. 1 to sale the suit property while proforma defendant No. 3 is the KARTA of the family and managing the whole financial affairs and also taking care of the defendant No-1. In the plaint the plaintiff assigned the cause of action to be 10.07.2009, the date of execution of the sale deed vide Ext-D. The plaintiff sought for the relief of declaring the sale deed bearing No. 2405 dated 10.07.2009 to be null and void, confirmation of possession of himself and proforma defendant No-3 over the suit property and to restrained defendant No. 2 from entering upon the suit land as well as from creating any disturbance over the same. The defendant No. 1 & 2 submitted their joint written statement, whereas defendant No. 3 has submitted his own.

03. Defendant No-3 in his written statement has supported the whole claim of the plaintiff and specifically contended that he is the manager and KARTA of his family. He was a government employee and after his retirement he is getting pension and also looking after the agriculture work. Defendant No. 1 and plaintiff are residing together in a separate mess. Defendant No-1 had no occasion to

borrow any hand loan for her treatment. By supporting the other claims of the plaintiff the defendant No. 3 has to say that the suit of the plaintiff shall be decreed in his favour.

Defendants No. 1 & 2 submitted their joint written statement by saying that the suit is not maintainable both in law and fact. There is no cause of action and also barred for non-joinder of necessary parties. The above defendants firstly contended that the brothers of the plaintiff such as Dillip and Santha are necessary parties to the suit, who have not been impleaded in this case. It is specifically contended by the defendant that the suit properties are the exclusive personal property of defendant No. 1, who purchased the same from late Maheswar Biswal, out of her 'STRIDHAN' and money gifted by her father and other in laws. Defendant No. 2 has been adopted by Maheswar Biswal and he has been in exclusive possession of the suit property after purchasing the same from defendant No. 1. The suit properties being the exclusive property of defendant No. 1, she had every right to sale the same to others and accordingly the execution of sale deed by defendant No. 1 in respect of the suit property is effective one and proper. She has sold it for her legal necessity. The plaintiff and defendant No. 3 are not taking care of defendant No-1, who obtained loan from her medical expenses and to meet such expenses she sold the suit property to defendant NO. 2. In those circumstances, the suit of the plaintiff is not maintainable and liable to be dismissed with cost.

04. Giving emphasis on the factual disputes between the parties, the following issues have been settled for a purposeful adjudication.

**I S S U E S.**

1. Whether the suit is maintainable?
  2. Whether there is cause of action to bring such a suit against the defendant Nos. 1 & 2?
  3. Whether the properties mentioned in schedule are exclusive property of the defendant No. 1?
  4. Whether the plaintiff is entitled to bring such a suit when the Manager and KARTA of his family have been arrayed as the defendant No. 3?
  5. Whether the plaintiff and proforma defendant No. 3 are maintaining the defendant No. 1?
  6. Whether the sale of suit land by defendant No. 1 for her legal necessity is genuine?
  7. Whether the suit land is under possession of defendant No. 2 since the day of his purchase having, right, title and interest over the suit land?
05. In order to prove its case, four witnesses have been examined on behalf of the plaintiff including the plaintiff himself as P.W. 1. Five following documents have been relied upon and admitted in the evidence from the side of the plaintiff.

The certified copy of the ROR under khata No. 16 of mouza Ogalpur is marked as Ext. 1, Certified copy of ROR under khata No. 20 of mouza Ogalpur as as Ext. 2, registered sale deed No. 5168 dated 20.05.1974 as Ext. 3, Certified copy of RSD No. 2405 dated 10.07.2009 as Ext. 4 and a sets of rent receipts to be Ext. 5 to Ext. 5/L respectively.

Similarly, eight witnesses have been examined on behalf of the defendants including proforma defendant No. 3 as D.W. 3 and defendant No. 1 as D.W. 6.

One rent receipt has been marked on behalf of proforma defendant No. 3 (D.W. - 3) as Ext. A. The other documents such as the ROR under khata No. 20 of mouza Ogalpur and ROR under khata No. 16 of mouza Ogalpur are marked as Ext. B & C respectively. The sale deed bearing No. 2405 dated 10.07.2009 is marked as Ext. D.

### FINDINGS.

#### **Issue Nos. 3, 5, 6 & 7.**

06. This case has been filed by the son against his natural mother and another brother, who are the defendants No-1 and 2 respectively. His father has been citing as the proforma defendant No-3, who is supporting his case. It is the admitted case of both the parties that defendant No. 2 has been adopted by one Maheswar Biswal. But the dispute arose between the parties after execution of the sale deed vide document No 2405 dated 10.07.2009 by defendant No. 1 in favour of defendant No. 2 by alienating the suit property in his favour. In this context the

plaintiff has to say that there was no legal necessity for the defendant No. 1 to alienate the properties recorded in her name. It is further advanced by the plaintiff that the suit property is the joint family property and as such defendant No-1 has no exclusive right to sale it to others.

Basing on such claim of the plaintiff, one of the issues has been settled to assert whether the defendant No. 1 had any necessity to sale the suit property. Coming to the evidence, P.W. 1 and 4 in their evidence in chief have specifically stated that plaintiff, proforma defendant No. 3 and defendant No. 1 have been residing together. They have no manner of hand loan and they have been leading their family happily and peacefully.

Now coming to the cross-examination, P.W. 1 has stated in para 9 that last one to one half year, the defendant and her husband are residing separately. He means that defendant No. 1 and proforma defendant No. 3 have been residing separately. The said fact has been clarified by P.W. 4, who is the plaintiff himself. He in his cross-examination in para 29 has stated that his father (D-3) and mother (D-1) have been residing separately because of their internal dispute. Now his mother (D-1) is staying with his elder brother Anatha Bandhu Biswal (D-2). He stated that his mother is staying with his brother since last 3 years. He again stated in his cross-examination in para 35 that a case is pending at the family court Khorda between his parents. After all it has been well asserted from the evidence of the above witnesses that defendant No. 1 has not been residing with her husband and plaintiff. The plaintiff himself has stated that from last three years his mother (D-1)

has been staying separately with defendant No. 2. P.W-4 deposed his evidence on 25.07.2013. If, his evidence is taken into consideration the separation of his parents took place in the year 2008 or prior to it. Now it is wise to go to the evidence of defendant No. 1 herself, who has been examined as D.W. 7. She has stated that her husband (D-3) has not been maintaining her for last 6 years as she has been driven out by her husband six years back. Due to her old age and ailment she spent huge money for her treatment and to meet the expenses she sold the land to defendant No. 2. This fact remains unchallenged throughout the cross-examination. In the above circumstances, the most vital and crucial admission has been made by the proforma defendant No. 3, who examined himself as D.W. 3. He is a supporting witness to the plaintiff. He in his cross-examination in para 14 has admitted that his wife (D-1) is not living with him since the year 2006-07. In view of such admission, there should not be any confusion that since 2006-07, defendant No. 1 has been staying separately. Therefore, the claim of the plaintiff that defendant No. 1 was a member of the joint family with himself and proforma defendant No 3, proved to be abundantly false. However, for the sake of discussion of other issues, it may again be clarified that at the time of execution of sale deed by defendant No. 1 in favour of defendant No. 2 vide sale deed No. 2405 dated 10.07.2009, the defendant No. 1 was leading her life being separated from her husband and the plaintiff.

07. Lets now proceed to the most crucial question regarding genuineness of the sale deed executed by the defendant No. 1 in favour of defendant No. 2 vide registered sale deed No. 2405 dated 10.07.2009 vide Ext. D. The vendor and the



vendee of the sale deed are alive and made as parties. In view of the forgoing discussions, now the onus lies on the plaintiff to prove that the sale deed is ineffective one.

First of all, the execution of the sale deed on its technicality has not been disputed by the plaintiff. He has only disputed that by the nature of the suit property, the vendor (D-1) is disabled to transfer the same to others. The plaintiff's specific case is that, defendant No. 1 has no right to alienate the suit property as the same is not her exclusive property and the plaintiff and defendant No. 3 having their respective interest and possession over the same. In this way the plaintiff has to say that the sale deed to that effect is void one and cannot convey any right, title, interest and possession to the vendee who is defendant No-2 in this case.

In support of his case the plaintiff relied upon three judgments of the Hon'ble High Court of Orissa, reported in 2000 (II) OLR – 150, 2006 (I) CLR – 220 & 2006 (II) CLR – 218. Out of which the observation of the Hon'ble Court reported in 2000 (II) OLR – 150 may be surfaced in order to reciprocate the claim of the plaintiff.

“1. Hindu Law – Joint family property or separate property – Property acquired in the name of one person which is challenged as joint family property – There is no material to show that there was sufficient income of joint family for purchasing the same – No material evidence on record to show excess income out of which the property could be acquired – The person who claimed to be his exclusive property belonging to him upheld. ”

Coming to the above question, so far as the nature of execution and legality within is concerned, no evidence has been adduced from the side of the plaintiff to dispute the same. The vendor of the sale deed is defendant No. 1 herself, who has been examined in this case from the side of the defendant. She admitted the sale deed vide document No-2405/09 as Ext. D. The vendee to the sale deed is examined as D.W-8. He admitted his signature on Ext. D as Ext-D/1 as well as the signature of the scribe as Ext. D/2 without any objection. This court find no infirmities particularly on the legal aspect of execution of the sale deed as no infirmity has been pointed by the plaintiff over such document, which has been registered before a public officer. Now the question is whether the defendant No. 1 is capable enough to alienate the suit property, which is the subject matter to the sale deed. In order to adjudicate the matter, it is quite important for the court to go through the pleading of both the parties as well as the nature and character of the properties alienated therein.

08. Coming to the schedule A property the plaintiff has to say that the said property has been purchased by his father in the name of his mother. The said fact has been corroborated by his father, who is examined as D.W. 3. Plaintiff and proforma defendant in their respective evidence have stated that schedule A property has been purchased out of the joint family nucleus and as such schedule A property is the joint family property of the parties and the defendant No. 1, herself owes no right to execute the same. The sale deed wherein schedule A property has been purchased is marked as Ext. 3 and the same was executed in the year 1974.

The plaintiff admitted that he has no personal knowledge about execution of such sale deed as he was not in existence by that time. The other witnesses who have stated that the schedule-A property has been purchased by proforma defendant No. 3 in the name of defendant No. 1, is hard enough to receive by this court as none of them having any personal knowledge about the execution of the said document. Coming to the evidence of defendant No. 3, he in his cross-examination has stated that as he was serving in the government, to avoid the government procedure he purchased the suit land (Schedule A land) in the name of his wife out of his savings. He again stated that he does not have any document to show that the consideration amount of the suit property has been paid by him. D.W. 3 is the most vital witness with regards to the claim of the plaintiff to the effect that schedules A land has been purchased by defendant No. 3 out of their joint family nucleus. But, in face of the admission by defendant No. 3 that he paid the consideration amount from his own saving, completely thrown out the plea of the plaintiff that it was purchased out of joint family nucleus. Very surprising fact is that the plaintiff is unable to say as to who were the persons constituting a joint family by 1974 as because neither plaintiff nor his brother and sisters were in a position to earn anything to make any input to the joint family income. Similarly plaintiff has to substantiate the income of the family in detail and the surplus against which the property has been purchased. But, the admission of the defendant No. 3 certainly makes the plaintiff helpless in all fronts to substantiate his own case. Now it is the right place to see the legal application to such a pleading.

Section 14 of the Hindu succession Act provides as follows:-

“Section 14. Property of a Female Hindu to be her absolute property.- (1) Any property possessed by a female Hindu, whether acquired before or after the commencement of the Act, shall be held by her as full owner thereof and not as a limited owner.

*Explanation.-* In the sub section ‘property’ includes both movable and immovable property acquired by a female Hindu by inheritance or devise, or at partition, or in lieu of maintenance or arrears of maintenance, or by gift from any person, whether a relative or not, before, at or after her marriage, or by her own skill or exertion, or by purchase or by prescription, or in any other manner whatsoever, and also any such property held by her as *stridhan* immediately before the commencement of this act”.

The forgoing discussion is enough to hold that schedule A property is the exclusive property of the defendant No. 1. The same has been muted in her favour vide Ext. B and being the rightful owner she owes all right to alienate the said property to anybody else. The reason assigned by defendant No-1 for alienation of the said property is reasonable and proper. In this way the defendants No. 1 & 2 have succeeded to prove that the suit property as acquired by the defendant No. 1 is not the joint family property or purchased out of joint family nucleus.

09. So far as the schedule B property is concerned, after going through the document and evidence from both the sides it came to the light that the pleading of the plaintiff with regards to schedule B property is not only ill-defined, the same is

highly confusing one. The plaintiff has specifically noted that schedule B property is the ancestral property of defendant No. 1, which was previously stands recorded in the name of Maheswar Biswal, who was the father of defendant No. 1. Firstly, there is nothing in the evidence of the plaintiff to prove that schedule B property is the ancestral property of defendant No. 1. Not a scrap of paper has been submitted to that effect. The real confusion created by the plaintiff by saying that Maheswar Biswal is the father of defendant No. 1. But in fact Maheswar Biswal is the brother of the father of defendant NO. 1. That means Maheswar Biswal is the paternal uncle (BADA BAPA) of defendant No. 1. The said fact has been asserted by this court from the evidence of others including defendant No. 1, who specifically stated that she is the daughter of Udayanath Biswal. Defendant No. 2 has been adopted by his paternal uncle (BADA BAPA).

That apart, it is the admitted case of the plaintiff that the same stands recorded in the name of Maheswar Biswal, the adoptive father of defendant No. 2. The said fact has not also challenged by the defendants. If the plaintiff's case be accepted, except the oral evidence not a scrap of paper has been submitted to prove that schedule B property was ever recorded in the name of Maheswar Biswal. On the other hand, both the parties submitted the Hal ROR in respect of the schedule B property vide Ext. 1 & Ext. C respectively. Both the RORs reveal that schedule B properties consisting upon four plots, are jointly recorded in the name of defendant Nos. 1 & 2. In the present case only Ac. 0.270 decimals out of plot No. 957 has been mentioned to be schedule B property. In face of the above document

as recorded in the name of defendant Nos. 1 & 2 jointly and in case the sale deed vide Ext. D is accepted, one of the recorded tenant only transferred a share to another recorded tenant, which is permissible in the eye of law.

10. The status of the schedule B property has been elaborately discussed. If the same belongs to Maheswar Biswal, the plaintiff and proforma defendant No. 3 having no manner of right, title, interest over the said property as the property of Maheswar Biswal, after his death shall devolve upon his son, who is the defendant No. 2 in this case. Schedule B property is a part of property out of total measuring Ac. 5.100 decimals. Schedule B property being distinct from schedule A property by its nature and character, the plaintiff cannot reciprocate the same by claiming his possession with others along with other properties without any specific pleading to that effect. Therefore, claiming a part of land out of a particular revenue compact area without any identification of such land is not maintainable. There is also no identification of schedule B property in the plaint. The plaintiff fail to establish his possession along with defendant No. 3 over schedule B property and the defendant No. 1 being the rightful owner of the schedule B property as well as schedule A property, has duly executed the sale deed in favour of defendant No. 2. This court finds no infirmity in Ext. C and as such the same needs no interference of the court.

10. The plaintiff also claims possession over the entire suit property with proforma defendant No-3, where as the defendants No-1 and 2 denied the same. Coming to the case of plaintiff, apparently he has not come with the case claiming

title over the suit property basing on possession. If that would be their case, the matter may be different. Here they have to say that the suit property was in joint possession. Still it is not clear as to who are in joint possession with the plaintiff and from which date they acquired the possession of the suit property. Schedule A property originally belongs to defendant No-1. The plaintiff being the son and proforma defendant No-3 being the husband of defendant No-1, it is open to them to look after the properties and the cultivation affairs. This does not amount to exclusive or joint possession as because they might have been managing the suit property on behalf of the real owner of it. So far as the schedule B property is concerned, the rent receipts as relied upon by the plaintiff vide Ext. 5 to Ext. 5/L respectively do not create a title to the plaintiff and defendant No-3 nor establish their joint or individual possession over it. The possession must be real one and if a person desired to make his possession adverse, it is upon him to establish the same. Here in this case, the nature and character of schedule A and B property are different. Therefore it is upon the plaintiff to make it specific as to how his possession over both the property is exclusive or real one.

11. The case of the defendant No. 2 is that after purchase he has been in possession of the entire suit property. To that effect he has relied upon the sale deed and Ext. D as well as the rent receipts vide Ext. A. It is well asserted from the foregoing discussion that the schedule-A property exclusively belongs to the defendant No. 1 and she alienated the same to defendant No. 2 and as such the right, title and interest was transferred to defendant No. 2. The witness examined on

behalf of the defendants also stated that the defendant No. 2 is in possession over the suit property. Defendant No. 2 in the cross-examination has mentioned that till the land was purchased by defendant No. 2, the same was in possession of the plaintiff and defendant No. 3. The other witnesses are also supporting that the suit land was earlier in possession of the plaintiff and defendant No. 3. The nature of such possession whatsoever by plaintiff and defendant No. 3, as already been discussed elaborately in the above paragraphs, which neither creates any title in favour of plaintiff and proferma defendant No-3 nor dis-entitled the defendant Nos. 1 & 2 to exercise their right over the property. The defendant No. 1 was the rightful owner of the property and after alienation of the suit property to defendant No. 2, he became the rightful owner and as such the plaintiff and defendant No. 3, cannot claim their right, title, interest or possession over the same.

**Issue Nos. 1, 2 & 4.**

12. The above issues are basically involved with the question of maintainability. But, before coming to the question of maintainability it would be proper to look at the issue No. 4 wherein a question has been cropped up to the extend that whether a member of a joint family can alone come to the court to sue against other members or outsiders by ignoring the KARTA of the family or even making the KARTA as a party? At this juncture law is well settled that each and every individual has a right to preserve and protect his property as well as to agitate his legitimate right over the property. The concept of joint family property and the



role of KARTA has been well defined in the law involving with property matters. But, it is not necessary that in all civil disputes KARTA will be the plaintiff. There is no wrong for bringing the suit by the plaintiff in his individual capacity by making the KARTA as a defendant.

13. Now the above two issues such as issue Nos. 1 & 2 have been invited on the crucial question involving with maintainability. Basically the defendants challenged the plaintiff's case on the question of non-joinder of necessary parties. The defendants case is that the other brother and sisters are the necessary parties, who have not been pleaded in this case.

Coming to the pleading, the plaintiff in his plaint has stated that he has two other brothers namely Dilip Jena and Santha Jena who are residing in a distance place and as such he himself, defendant No. 1 and defendant No. 3 being staying in one mess are made as parties. This being a peculiar stand of the plaintiff by defining the concept of joint family, now it would be wise to proceed to the next aspect. Plaintiffs further case is that schedule A property is the joint family property of all the parties as because the same has been purchased in the name of his mother, defendant No. 1 by his father, proforma defendant No. 3. Similarly, schedule B property is in joint possession of plaintiff and proforma defendant No. 3. The whole case is based on the joint interest over the property. If schedule B property be kept out of discussion for a moment, the schedule A property has been claimed to be the property of all the family members as purchased out of joint family nucleus. Therefore, as per the law, if the property is claimed to be the joint family

property and purchased out of joint family nucleus, all the family members having their respective interest over the property. If the said case of the plaintiff is accepted in toto, all the brothers and sisters including their parents having a respective interest over the schedule A property. But, all of them are not made as parties. The other family members are the necessary parties to the present suit in whose absence an proper adjudication is not possible. Apart from that it is again asserted from the evidence of P.W. 1, that the plaintiffs are four brothers and one sister. The proforma defendant No. 3 in his cross-examination has also admitted that he has four sons and one daughter. He for the first time disclosed that he has a daughter. The said fact has been suppressed by the plaintiff throughout his pleading as well as in his evidence. It is true that a party can prevent or preserve his right over the suit property and in those cases impleading the other co-owners may not be necessary, but here in this case wherein the plaintiff is otherwise claiming interest over the suit property on the ground that the same is the property of all his family members as purchase out of joint family nucleus, every family member such as his brothers and sister having a subsisting interest over the same. Therefore, all the brothers and sister of plaintiff are also necessary parties to the suit. They are not been impleaded and as such the suit is barred for non-joinder of necessary parties. In view of the cause and reason as discussed elaborately in the forgoing paragraphs, the plaintiff is not entitled for any relief. Hence it is order.

**ORDER**

The suit of the plaintiff be and the same is hereby dismissed on contest against the defendants, but in the circumstances without any cost.

Advocate's fee at contested scale.

Sr. Civil Judge, Khurda.

Transcribed to my dictation, corrected and signed by me and pronounced in the open court this the 07<sup>th</sup> day of March, 2014.

Sr. Civil Judge, Khurda.

List of witnesses examined on behalf of Plaintiff :-

P.W. 1	Laxman Pradhan.
P.W. 2	Birabar Baliarsingh.
P.W. 3	Ratnakar Baliarsingh.
P.W. 4	Sadananda Jena.

List of witnesses examined on behalf of Defendants :-

D.W. 1	Sanatan Nayak.
D.W. 2	Subas Biswal.
D.W. 3	Bhagirathi Jena.
D.W. 4	Dambarudhar Palai.
D.W. 5	Agadhu Biswal.
D.W. 6	Santha charan Jena.
D.W. 7	Ashamani Jena.
D.W. 8	Anatha Biswal.

List of documents admitted on behalf of the Plaintiff :-

Ext. 1	Certified copy of ROR of khata No. 16 of mouza Ogalpada.
Ext. 2	Certified copy of ROR of khata No. 20 of mouza Ogalpada.

- Ext. 3                      Regd. Sale deed No. 5168 dated 20.05.1974 executed by Maheswar Biswal.
- Ext. 4                      Certified copy of RSD No. 2405 dt. 10.07.09 executed by Ashamani Jena.
- Ext. 5 to 5/L              Rent receipts.

List of documents admitted on behalf of Defendants :-

- Ext. A                      Rent Receipts.
- Ext. B                      ROR under khata No. 20 of mouza Ogalpur.
- Ext. C                      ROR under khata No. 16 of mouza Ogalpur.
- Ext. D                      Regd. Sale deed No. 2405 dt. 10.07.09 executed by D.W. 6.
- Ext. D/1                     Signature of D.W. 8 on Ext. 6.
- Ext. D/2                     Signature of scribe Kelu Bholā on Ext. C.

Sr. Civil Judge, Khurda.