



## JUDGEMENT

1. The plaintiff has filed this suit with a prayer for declaration of right, title, interest of the suit property along with permanently injunctioning the defendants from creating any sort of disturbances in the peaceful possession of the plaintiff from over the suit property.

02. The plaintiff's case in short is that;

The Homestead landed properties i.e the suit land measuring Ac. 0.044 decimals from Ac. 0.071 decimals comes under *khata No. 368/141*. Originally the suit property was owned and possessed by *Loka Behera*, who had the right, title, interest and possession over the same. For his legal necessity he transferred the suit plot by way of sale to one *Panu Sahoo*. After purchasing the suit property *Panu Sahoo* used to possess the suit land as his GHARABARI land and had constructed a residential house over it. Previously the suit property was in the hands of defendants, who were enjoying the same. After death of *Panu Sahoo* both the defendants being the legal heirs of *Panu* started to possess the same. The plaintiff is the son in law of the defendants. During 2000, both the defendants were required to clear of their debt when they incurred loan from *Co-operative Bank* and there was also further requirement of money for house hold expenditure. The plaintiff at that time was in search of a piece of homestead land and accordingly agreed to the proposal of defendants for a consideration money of amount Rs. 44,000/-. On 30.09.2000, the defendant executed a registered sale deed before Sub-Registrar, Tangi in view of the plaintiff. The said deal was scribed by *Khageswar Mansingh*. The defendant as vendor received the consideration

money and thereafter gave delivery of possession to the plaintiff. Since then the plaintiff has right, title, interest and exclusive possession over the suit land. The plaintiff is a resident of Village Lathipada and used to supply medicines and also had a medicine shop. Due to severe work load and his touring job the plaintiff in good faith gave the responsibility to the defendants to look after the suit property. The defendants without having any right, title, interest or possession since the execution of registered sale deed dt. 30.09.2000 are forcibly trying to possess the suit land. The cause of action in this suit arose on 16.08.2012, when the defendant disclosed that the plaintiff is not the owner of the suit land and that they will not allow the plaintiff to possess the suit property.

03. The defendants have appeared and have filed their written statement denying all the claims of the plaintiff and have stated that the suit land is in exclusive possession of the defendants and that the defendants have raised a boundary wall of nearly 5 feet and are residing over the suit land. The defendants have been enjoying the suit land since the date of purchase. Both the defendants had also constructed a room with asbestos roof and pucca structure over the suit land. They have also dug a pucca well on the opposite of the said latrine and a room inside the suit land. The defendants have only one passage towards the BADI side. The suit land never belonged to *Loka Behera*, nor did the said *Loka Behera* had ever sold the suit land to one *Panu Sahoo* for his legal necessity. At present the defendants are now basing the entire Ac. 0.071 decimals and have been paying the rent to the government. The plaintiff raised his case on the basis of a registered sale deed bearing No. 818 dt. 30.09.2000. The said registered sale deed was not accompanied by any passing of consideration and delivery of possession as such the

defendants vide registered cancellation deed No. 334 dt. 05.04.2006 canceled the same with due intimation to the plaintiff. The alleged sale was done owing to the relation of the parties but there was no passing of consideration and delivery of possession. The defendants never had any debt to clear from any co-operative bank. In fact defendant No. 2 only availed a loan which he was regularly repaying and that there was no necessity to sell the suit land. The plaintiff without having possession, and without passing of consideration or delivery of possession is trying to forcibly enter into the suit land.

04. From the rival claims of the plaintiff and defendants, the following issues have been drawn up for consideration.

**ISSUES :-**

- (i) Whether the plaintiff has any cause of action to file the suit?
- (ii) Whether the suit is maintainable according to law?
- (iii) Whether there has been delivery of possession and basing of consideration by the parties?
- (iv) Whether the sale deed was prepared fraudulently?
- (v) Whether the cancellation deed is valid?
- (vi) Whether the plaintiff is in possession over the suit land?
- (vii) To what other reliefs, is the plaintiff entitled?

05. In order to prove its case the plaintiff has examined four witnesses and has exhibited nine documents. Ext.1 is the Affidavit evidence

of P.W. 1. Ext. 1/1 & 1/2 is the Signatures of P.W. 1 on Ext. 1. Ext. 2 is the Affidavit evidence of P.W. 2. Ext. 2/1 & 2/2 are the Signatures of P.W. 2 on Ext. 2. Ext. 3 is the Affidavit evidence of P.W. 3. Ext. 3/1 & 3/2 is the Signatures of P.W. 3 on Ext. 3. Ext. 4 is the RSD NO. 818 dt. 30.09.2000. Ext. 4/1 to 4/9 is the Signature of P.W. 3 on Ext. 4. Ext. 4/10 is the Signature of P.W. 4 on Ext. 4. Ext. 4/11 to 4/28 is the Signatures of D.W. 2 on Ext. 4. Ext. 4/29 to 4/37 is the Signatures of D.W. 3 on Ext. 4. Ext. 5/1 to 5/3 are the Signatures of P.W. 4 on Ext. 5. Ext. 6 & 6/1 are the Rent receipts. Ext. 7 is the Notice issued by Asst. RegistrarCooperative society, Khordha in E.P. No. 120/94-95. Ext. 8 is the Notice issued by Asst. Registrar Co-operative Society, Khordha in E.P. No. 8/95-96. Ext. 9 & 9/1 is the Money receipt pertaining to E.P. Case No. 8/95-96. While in order to disprove the averments of the plaintiff the defendants have adduced three witnesses. The defendants have exhibited ten documents. Ext. A is the Affidavit evidence of D.W. 1. Ext. A/1 & A/2 are Signatures of D.W. 1 on Ext. A. Ext. B is the Affidavit evidence of D.W. 2. Ext. B/1 to B/5 are Signatures of D.W. 2 on Ext. B. Ext. C is the Certified copy of order passed by Tahasildar, Tangi in Mutation case No. 307/06 (six sheets). Ext. D is the Certified copy of Mutation ROR of khata No. 368/11 of mouza Tangi. Ext. E is the RSD No. 2576 dt. 23.11.1977. Ext. F to F/2 are the Rent receipts. Ext. G is the Certified copy of Registered deed of cancelation bearing No. 334 dt. 05.04.2006. Ext. H is the Affidavit evidence of D.W. 3. Ext. H/1 to H/3 are Signatures of D.W. 3 on Ext. H. Ext. J to J/12 are the Receipts issued by House Building co-operative ociety, Khordha . Ext. K is the Clearance certificate issued by the society.

### **FINDINGS**

*Issue Nos. iii, iv & v.*

06. These issues being the most important and being inter-linked are taken up together for consideration. Let us now discuss the evidence adduced by both the parties with respect to the above issues.

P.W. 1 has in his evidence stated that he knows both the parties and that he had seen the suit land since his childhood. The suit property measures 205 GUNTHAS of land. The plaintiff is in possession over the suit property since 12 to 13 years. The plaintiff has constructed an asbestos roof over the suit land and also has kept two meters of late-rite stone for identification. The defendant are not in possession over the suit property since 12 to 13 years. In his cross-examination he has stated that the suit land situates at mouza Balarampur and the distance between his house and the suit land is around half kilometer. He could not say the day, date, month and year when the suit land was sold to the plaintiff. He could not say about the khata number, plot number or area of the suit land. The suit land is about 100 feet in length and 40 feet in width. He has got a pond at a distance of about 60 feet from the suit land. He does not remember the khata number, plot number and area of such land.

P.W. 2 has in his evidence stated that he knows both the parties as he is their co-villager and that the plaintiff is in possession of the suit land since 12 to 13 years and that the plaintiff has put two layer of late-rite stones on its boundary line. In his cross-examination he has stated that Dukhishyam Patra is in no way related to him. Around 4 days ago the plaintiff had asked him to depose as a witness in this case. His house is present over the suit land

and the distance between the suit land and his house is around half kilometer. There was a dispute between Trinath and Ratnakar relating to the suit land, which had taken place around 2 and half year ago. The plaintiff is a resident of Vill- Lathipada, which is about 65 kilometer from the suit land. The length of the suit land is about 100 to 150 feet, whereas its breadth is around 35 to 40 feet. He could not say the length and breadth of the house that situates over the suit land. He has not mentioned anything about any fence relating to the suit land vide his evidence in affidavit. A wall is present over the suit land and there are asbestos roofed room available inside the suit land.

P.W. 3 has in his evidence stated that on 30.09.2000, an area of about Ac. 0.044 decimals was given by Trinath and Gopinath through a registered sale deed for a consideration of Rs. 44,000/- to the plaintiff. He was present as a witness to the sale deed. In his cross-examination he has stated that the plaintiff had asked him to depose as a witness in a case and as per the request he was deposing as a witness. The distance between his house and the house of Ratnakar is 35 kilometer. He does not remember the date of 2013 when the DASAHERA festival was observed. Trinath & Gopinath had asked him to be an attesting witness in the said deed. He knows about the contents of Ext. 4. He was told by Trinath that owing to some difficulties and necessities, he and Gopinath wanted to sell the suit land. In his further cross-examination he has stated that the distance between his house and the house of defendants is 500 meters. The distance between his shop and Sub-Registrar Office is about 50 meters. Ratnakar had purchased stamp paper, wherein Ext. 4 was scribed. He could not say as to from whom and for what consideration the stamp paper was purchased. Ratnakar is the son in law of Trinath. He knows Trinath and through him he came to know about Ratnakar. He does not

remember the date of execution of the deed, but it was probably on 30.09.2000 as per English Calender. The length, breadth, direction and area etc. of the transacted land was mentioned in the deed. One Khageswar Mansingh had scribed the deed. All the parties, signatories etc. left the Sub-Registrar Office at 2.30 P.M. after execution of the deed.

P.W. 4, who is the plaintiff in this case has corroborated his plaint and has in his cross-examination stated that the payment of rent was never done for Trinath Sahoo and others. He has admitted that Ext. 8 shows that in favour of Gopinath Sahoo, the rent was being paid and that the name of Gopinath Sahoo as owner mentioned in Ext. 6 & 7. The spot verification report was filed in the mutation case. The Tahsildar had ultimately rejected the mutation application on the ground of jurisdiction and power. He could not say as to when such order of rejection was passed. He has averred that as per the orders of Tahsildar on the mutation case Ext. 4 was canceled. He is aware that Ext. 4 is canceled vide registered cancellation deed No. 334 dt. 05.04.2006. He came to know about the cancellation of deed during pendency of the mutation case. As Trinath is his father in law he believed upon him and continued to possess the same without filing any case. In his further cross-examination he states that he had made payment through Trinath and Gopinath. The money had been paid out of his pocket only. The land obtained by Trinath and Gopinath was taken jointly. He had paid installments for repayment of the loan incurred by the defendants. He had paid such installments as part of the consideration for execution of sale deed. A well, which is around 20 to 25 years old is in existence over the suit land. He had paid a sum of Rs. 1,15,000/- to Trinath and Gopinath. Though the factum of payment through installments towards repayment of loan was mentioned in

Ext. 4, but the total payment of Rs. 1,15,000 was not mentioned therein. He had not cited as to who were the earlier neighbors and present neighbors of the suit land.

07. D.W. 1, who is one of the defendant witness has in his evidence stated that the defendants are his co-villagers. He had seen the purchase of an area of Ac. 0.071 decimals by the defendants from one Naba Behera about 35 to 37 years ago. After purchase the defendants had constructed their residential house over the same. The said house was about the entrances. The entire area of Ac. 0.071 decimals is bounded by a wall on all sides with five feet height constructed over 30 years. He has never seen the plaintiff or any one possessing the suit plot or any portion thereof at any point of time. The defendants are the owner in possession of the entire Ac. 0.071 decimals. In his cross-examination he has stated that this case has been filed by the son in law of Trinath. This case has been filed for about Ac. 0.071 decimals of land. The suit is of a quadrangular shape. The said suit earlier belonged to one Naba Behera. A wash room and toilet, a well and some trees are in existence over the suit plot. He was told by Trinath that the plaintiff had obtained his signatures on document by influencing him. The defendants were residing at Balarampur before purchasing the suit plot and residing therein.

D.W. 2 has in his evidence stated that he is the defendant No. 1 in this present suit and that he along with his brother had purchased an area of Ac. 0.071 decimals from one Naba Behera. D.W. 2 has corroborated the entire written statement in his examination in chief. In his cross-examination he has stated that around 16 years ago the plaintiff had obtained his signature on the paper, but he had not executed such deed in favour of the plaintiff.

Around 5 to 6 years ago the plaintiff had filed a mutation case in respect of the suit land. The plaintiff is the son in law, but since the last 5 to 6 years the plaintiff and his daughter did not visit them any more. The suit land has been purchased by him. Prior to purchasing the suit land there was delivery at Balarampur. Defendant No. 2 was residing in Tangi even prior to purchasing the suit land. He has no paternal properties left in his village Balarampur. Soon after purchasing the said plot they constructed their house there over. They had not incurred any loan for construction of the house. Since the date of construction, they both brothers have been residing on the said house along with their family. The said house of theirs has a common entrance and one common back door. The suit plot is the joint property of his brother and himself. Only some portions are present on the eastern portion of the suit plot. The said house comprises of four rooms with R.C.C Roof. He does not know if his brother had incurred any loan from the co-operative society. The plaintiff had once asked him to sign on a document. In good faith he obliged him, but later on received of a notice of a mutation case, he came to know that the plaintiff had managed to get his signature on the same. He accordingly executed Ext. G without any deal. Till receipt of the notice of the mutation case he had got no knowledge about the existence of a sale deed executed by him. The plaintiff had asked him to sign on a paper without disclosing as to what type of a document the said paper was. He had signed on the document near the signature of advocates Clerk. He could not say as to whether his brother Gopinath signed on such document or not. He had put around 3 to 4 signatures. But, he could not remember as to whether he had put his LTI at any place or not. He is not acquainted with the signatures of his brothers. The plaintiff had not told him as to on what type of document he was to sign. He executed Ext. G after receipt of notice of the mutation case.

He had appeared in the mutation case filed by the plaintiff. R.I., Tangi and other officials had visited the suit land in connection with such case. He had however not issued any notice to him prior to visiting the suit land. The plaintiff was not present, when the R.I. and his other associates visited the suit land. Public roads are present on the adjacent west and south of the suit plot. They two brothers are residing jointly but in separate mess. The suit plot continuous to be a joint property. Apart from the suit plot the rest properties have been partitioned among them. He has got 8 MANAS of land while the other defendants has also got 8 MANAS of land. He could not produced any document with respect to such partition.

D.W. 3 has in his evidence corroborated his entire written statement and in his cross-examination stated that he along with his brother Trinath had jointly purchased the suit land and were in joint possession over the same. In 1999, he had incurred loan from Khordha Central co-operative Bank for the purpose of his business. He had all alone filed the application for such a loan. No other joint application was present with him. He had alone applied for such loan in the year 1999 for the purpose of his business. He had mortgaged the suit plot before the bank for obtaining such loan. He had however not obtained the consent of his brother before incurring such loan and before mortgaging the suit plot he had submitted the ROR and sale deed appertaining to the suit plot before the Bank for obtaining such loan. He had incurred a loan of Rs. 38,000/- and that he got the loan after about one year. A case was initiated against him by the Bank as he could not repay the loan amount in time. He has filed the receipt of final payment made by him pursuant to initiation of such case. Ratnakar had not repaid any portion of such loan amount. He had not executed any sale deed in favour of Ratnakar

appertaining to the suit land. However, his signature are present in the document marked as Ext. 4. the plaintiff had asked him to sign on Ext. 4 near an abandon house at Tangi in presence of a deed writer and he had obliged. He had given his signature on a blank paper. He does not know any one with the name of Krushna Chandra Kalasa, and Debendra Pattanaik. By the time he had given his signatures on Ext. 4. Signatures of Trinath were already available on the same. He had never asked the plaintiff after giving signatures as to why their signatures were taken. Tahsildar, R.I., Amin and Tahsil Peon has visited the suit land in connection with a mutation case. Before visiting the suit land they had issued a notice to them in that regard. They had however not obtained their signatures on any document after spot verification at the suit land. He has not filed the written notice given to them by revenue officials during their spot visit.

Sec. 54 of Transfer of Property Act states that

*“Sale is a transfer of ownership in exchange for price paid or promise or part paid and part promise.*

*Such transfer in the case of tangible immovable property of the value of 100 rupees and a part or in the case of reversion or other intangible thing can be made only by registered instrument.*

*In case of tangible immovable property of a value less than 100 rupees, such transfer may be made either by registered instrument or by them of the party. Delivery of tangible immovable property takes place when the similar places the buyer or such person as he directs, in possession of the property.*

*A contract for the sale of immovable property is the contract that a sale of such property was take place on terms settled between the parties.It does not of itself create any interest in or change on, such property.”*

08. The two essentials of a valid sale are transfer of ownership and consideration of money. Ownership is an absolute interest in the property, therefore in a sale there is a transfer of all the rights in the property sold, no rights in respect of the property are left without transferee, i.e. if the sale is valid. So when ownership is transferred there is transfer of all the rights and property by transferer to the transferee. In other words nothing less than ownership of absolute interest can be transferred by way of sale. Money in exchange of ownership is also one of the most essential ingredient of sale, i.e. the transferer must received some money from the transferee in return of the transfer of ownership of his property. However, in a valid sale the amount of money is an irrelevant factom. In *Baktabar Ram Vrs. State* 1997 (1920) 55 IC 659, It has been held that registration is the prima-facie the intention of seller that he wanted to transfer the ownership on the date of execution. But, when some condition has been laid in the deed that the title shall not pass on to him until that condition is fulfilled. In view of *Sec. 8 of T.P. Act* a title passes upon the registration of the deed to the transferee with all the interest, which the transferer has been capable of passing in the property, unless different intention is expressly or necessarily implied. In *Chandar Singh Vrs. Jamuna Singh* AIR 1958 Patna 193, It was held that “In case of sale where registration is compulsory the sale is not complete until registration, but once registration is made, it will relate back to the date of execution and title could be deemed to have passed on that date. Registration does not create a new title, but only

affirm the title which was created by the sale deed”

09. In this case Ext. 4, which is the sale deed clearly shows that both Trinath Sahoo and Gopinath Sahoo had executed a sale deed over the suit land for consideration of Rs. 44,000/- in favour of the plaintiff and the same was a registered sale deed. The said sale deed also shows that for a consideration Rs. 44,000/-, which was paid, the possession was delivered to the plaintiff thereof. All the witnesses adduced by the plaintiff have also categorically admitted to the delivery of possession and passing of consideration. It can be clearly said that the sale deed was made as per the provision of Sec. 54 of T.P. Act and is a valid document, i.e. registration was made along with consideration being paid and delivery of possession being done. The question which now arises is that as to whether the said sale deed was fraudulently made, i.e. whether the signatures of the defendants were fraudulently taken or not ? The defendants have in their evidence clearly stated that the signatures of them in the sale deed were fraudulently taken without stating them that their signatures were being taken for sale of the suit land. However, the cancellation deed filed by the defendants shows that the cancellation was done as the plaintiff failed to pay the consideration amount. No where in the cancellation deed the defendants have stated about forgery or fraud being practiced in the registered sale deed. In fact they have clearly stated that the registration deed was canceled only because no consideration was paid to them. On perusing the registered sale deed it is quite clear that on the recitals of the same it has been mentioned that consideration has been paid by the plaintiff and taken by the defendants. Hence on the above analysis the registered cancellation deed filed by the defendants does not hold much ground as they did not have the title basically on three grounds. Firstly as per

the recitals of the sale deed consideration was paid and secondly delivery of possession was made and thirdly the recitals of cancellation deed nowhere states about forgery. Hence in the above scenario it can be quite clearly said that the defendants have failed to prove that any fraud was practiced for preparation of the registered sale deed and that the registered cancellation deed is an invalid piece of document and that there has been delivery of possession and passing of consideration.

**Issue No. vi.**

10. The plaintiff has clearly stated that he is in possession over the suit land. All the evidence adduced by the plaintiff clearly states that the plaintiff is in possession over the suit land. The suit land is a part of a big plot of Ac. 0.071 decimals. The suit land comprises of Ac. 0.044 decimals. The defendants have stated that the plaintiff is not in possession over the suit land. The defendants have also relied on the order sheet in mutation case No. 307/06 in which Tahasildar had held that the petitioner admitted that he was not in possession over the suit land. In view of any inquiry being done by the Tahasildar, in the mutation case regarding possession and only taking into account the admission of the plaintiff, the report submitted by him with respect to the possession cannot be taken into account, when the plaintiff at present was denying to the said report and stated that he is in possession of the suit land. All the defendants' witnesses have denied that the plaintiff is not in possession over the suit land. In view of the admission by the plaintiff and the plaintiff being able to prove the registered sale deed it is quite clear that the plaintiff is in possession over the suit land and if not then he is entitled to delivery of possession also over the same.

**Issue No. i.**

11. The plaintiff has stated that the cause of action to file the suit arose on 16.08.2012 when the defendants disclosed that the plaintiff is not the owner of the suit land and that they will not allow the plaintiff to possess the suit property any more. The defendants have stated that the plaintiff has got no right, title, interest over the suit land and that they in fact are in possession over the same. Cause of action is a bundle of rights asserted by one party and denied by another. In this case both the parties have differed with respect to the cause of action, hence it can be said that the plaintiff has got cause of action to file this suit.

**Issue Nos. ii & vii.**

12. As no specific prayer has been made in this regard, hence ordered;

**ORDER.**

The suit be and the same is decreed on contest against the defendants, but without cost. The plaintiff's right, title and interest is hereby declared in his favour over the suit land and his possession is also confirmed. The defendants are permanently injuncted from creating any sort of disturbance in the peaceful possession of the plaintiff over the suit property.

Advocate's fee at uncontested scale.

(ABHILASH SENAPATI)  
CIVIL JUDGE, KHURDA.

Transcribed to my dictation, corrected and signed by me and pronounced in the open court this the 15<sup>th</sup> day of March, 2014.

(ABHILASH SENAPATI)  
CIVIL JUDGE, KHURDA.

**List of witnesses examined on behalf of Plaintiff :-**

P.W.1	Jaminikanta Patra.
P.W. 2	Babula Patra.
P.W. 3	Krushna Chandra Kalash.
P.W. 4	Ratnakar Sahoo.

**List of witnesses examined on behalf of Defendants :-**

D.W. 1	Duryodhan Sandha.
D.W. 2	Trinath Sahoo.
D.W. 3	Gopinath Sahoo.

**List of documents proved on behalf of the Plaintiff :-**

Ext.1	Affidavit evidence of P.W. 1.
Ext. 1/1 & ½	Signatures of P.W. 1 on Ext. 1.
Ext. 2	Affidavit evidence of P.W. 2.
Ext. 2/1 & 2/2	Signatures of P.W. 2 on Ext. 2.

Ext. 3	Affidavit evidence of P.W. 3.
Ext. 3/1 & 3/2	Signatures of P.W. 3 on Ext. 3.
Ext. 4	RSD NO. 818 dt. 30.09.2000.
Ext. 4/1 to 4/9	Signature of P.W. 3 on Ext. 4.
Ext. 4/10	Signature of P.W. 4 on Ext. 4.
Ext. 4/11 to 4/28	Signatures of D.W. 2 on Ext. 4.
Ext. 4/29 to 4/37	Signatures of D.W. 3 on Ext. 4.
Ext. 5	Affidavit evidence of P.W. 4.
Ext. 5/1 to 5/3	Signatures of P.W. 4 on Ext. 5.
Ext. 6 & 6/1	Rent receipts.
Ext. 7	Notice issued by Asst. RegistrarCooperative society, Khordha in E.P. No. 120/94-95.
Ext. 8	Notice issued by Asst. Registrar Co-operative Society, Khordha in E.P. No. 8/95-96.
Ext. 9 & 9/1	Money receipt pertaining to E.P. Case No. 8/95-96.

**List of documents proved on behalf of the Defendant :-**

Ext. A	Affidavit evidence of D.W. 1.
Ext. A/1 & A/2	Signatures of D.W. 1 on Ext. A.
Ext. B	Affidavit evidence of D.W. 2.
Ext. B/1 to B/5	Signatures of D.W. 2 on Ext. B.
Ext. C	Certified copy of order passed by Tahasildar, Tangi in Mutation case No. 307/06 (six sheets).
Ext. D	Certified copy of Mutation ROR of khata No. 368/11 of mouza Tangi.
Ext. E	RSD No. 2576 dt. 23.11.1977.

Ext. F to F/2	Rent receipts.
Ext. G bearing No.	Certified copy of Registered deed of cancelation 334 dt. 05.04.2006.
Ext. H	Affidavit evidence of D.W. 3.
Ext. H/1 to H/3	Signatures of D.W. 3 on Ext. H.
Ext. J to J/12 Society,	Receipts issued by House Building co-operative Khordha.
Ext. K	Clearance certificate issued by the society.

(ABHILASH SENAPATI)  
CIVIL JUDGE, KHURDA.