

HEADING OF DECISION IN CIVIL SUITS
IN THE COURT OF 1st ADDL.SENIOR CIVIL JUDGE, BHUBANESWAR

*Present :- Pranab Kumar Routray, LL.,M,
1st Addl. Senior Civil Judge,
Bhubaneswar.*

C.S. No.39/1505 of 2013/2010

1. Annapurna Jena, aged about 78 years,
W/o. Late Golakh Behari Jena,
resident of Madhipur, P.O.Kuha,
P.S.Airfield, Bhubaneswar, Dist.Khurda.
2. Prasant Kumar Jena, aged about 46 years,
S/o. Late Golakh Behari Jena,
resident of Madhipur, P.O.Kuha,
P.S.Airfield, Bhubaneswar, Dist.Khurda.
3. Binod Behari Jena, aged about 38 years,
S/o. Late Golakh Behari Jena,
resident of Madhipur, P.O.Kuha,
P.S.Airfield, Bhubaneswar, Dist.Khurda.
At present staying at Kathagada Sahi,
P.O.Buxi Bazar, P.S.Purighat, Dist.Cuttack.

... **Plaintiffs**

-Versus-

1. Janaki Jena, aged about 70 years,
W/o. Late Debaraj Jena,
resident of Madhipur, P.O.Kuha,
P.S.Airfield, Bhubaneswar, Dist.Khurda.
2. Manasi Jena, aged about 43 years,
W/o.Rabinarayan Naik,
R/o Santhapura, P.O.Kusiapala,
P.S./Dist.Kendrapara.

...

Defendants.

COUNSEL APPEARED

For Plaintiffs : Sri T.K. Mohanty and associates

For Defendants : Md. J. Raheman and associates

Date Of Conclusion Of Argument : **20-11-2014**

Date Of Judgment : **26-11-2014**

J U D G M E N T

This is a suit for declaration of the sale deed executed by plaintiff no.1 in favour of defendant no.1 is void on the ground of practising fraud, misrepresentation and undue influence and declaration of sale deed executed by defendant no.1 in favour of defendant no.2 as void and defendant no.1 has no right, title, interest over the suit land; partition of the suit land among the plaintiffs declaring each have 1/3rd share and for permanent injunction against the defendants and with cost.

2. The case of the plaintiffs in brief is as follows :

The plaintiff nos.2 and 3 are sons of plaintiff no.1. The father of plaintiff no.2 & 3 namely Golakh died leaving behind the three plaintiffs as his legal heirs and successors. Golakh has two brothers namely Debraj and Lingaraj. They had some ancestral properties besides their self acquired properties. After death of Golakh, there was a partition by metes and bounds between Annapurna (defendant no.1), Debraj and Lingaraj and a registered deed of partition was executed on 15-05-1985. The schedule of

property as described in the plaint appertaining to Khata no.26, Chhaka no.72, Plot no.81, measuring an area of Ac.0.104 decimals in Mouza Orakol, P.S.Bhubaneswar hereinafter referred to as suit land is the self acquired property of Golakh and after his death the plaintiffs inherited the same each having 1/3rd interest. After death of Golakh in 1978, plaintiff no.1 was maintaining herself and her sons out of income derived from agricultural land and plaintiff nos.2 and 3 started earning after attaining majority. Lingaraj, the younger brother of Golakh died and, hence, Debaraj being the elder male member well conversant with the property and documents was looking after the same on behalf of all. The plaintiff no.1 is an old, simple, illiterate and pardanashin lady. Her sons plaintiff nos.2 and 3 requested Debraj to look after their mother in their absence as they were staying outside. So plaintiff no.1 has faith and reliance over Debraj and his wife Janaki, the defendant no.1. It is the further case of the plaintiffs that in the month of February 2010, defendant no.2 interfered with the peaceful possession of the plaintiffs over the suit land claiming herself as the recorded owner of the same and she has purchased the said land from defendant no.1. So, plaintiff no.1 called her sons to come to the village and thereafter made necessary enquiry and came to know that defendant no.1 on the false pretext of further partition of some left out properties took her to the office of Sub-Registrar and managed to get execute a sale deed in her favour on 12-04-2005 without her knowledge about the real nature of transaction by practising fraud on her.

She knows nothing about the sale deed except putting thumb impression on a paper. In fact possession of the suit land was not delivered nor it was mutated in the name of defendant no.1. She and her family members apprehending future complications sold out the suit land in favour of defendant no.2, their distant relation on 07-10-2006. It is also pleaded that there was no legal necessity for the family of the plaintiffs to sell the suit land without the consent of plaintiff nos.2 and 3. Plaintiffs issued legal notice to the defendants on 02-08-2010 to take steps for cancellation of the alleged sale deed but to no effect. Hence, the plaintiffs have approached this Court praying for declaration of the sale deeds executed in favour of defendant no.1 and thereafter by defendant no.1 in favour of defendant no.2 as void alongwith prayer for partition of the suit land among them declaring each have 1/3rd share and for permanent injunction against the defendants and with cost.

3. Defendant no.1 filed a written statement and challenged the suit on its maintainability, limitation, valuation and on other grounds. She admitted about the relationship of the husband of plaintiff no.1 and her husband and partition of ancestral properties and execution of one registered partition deed in the year 1985. She denied about looking after all the ancestral properties by her husband rather pleaded that after death of Golakh in 1978, his wife, plaintiff no.1 is looking after her property and was managing day to day affairs of her family and plaintiff no.2 is all along staying with her in village whereas plaintiff no.3 after becoming major is doing private service at

Cuttack. Regarding allegation of execution of the sale deed by committing fraud on plaintiff no.1, it is pleaded that the plaintiff no.1 was unable to maintain her family as she had no source of income for which on many occasions she had borrowed money from her and therefore the sale made to her is to meet legal necessity. It is further averred that sale of the suit land by plaintiff no.1 was within the knowledge of plaintiff nos.2 and 3 and that it was not done with pretext of execution of one partition deed and that contents of the sale deed was read over and explained to plaintiff no.1 and that she executed the deed after understanding about the transaction and that she has received consideration and also handed over possession from the date of registration i.e. from 12-04-2005. Defendant no.1 was in possession since then till she sold the suit land to defendant no.2 on 07-10-2006. She denied plaintiffs' possession over the suit land and also denied that plaintiffs have ever asked her to cancel the sale deed. With these averments it is prayed for dismissal of the suit.

4. Defendant no.2 filed a separate written statement prior to filing of written statement by defendant no.1. Besides challenging the suit on its maintainability, valuation and limitation, she stated that execution of sale deed on the pretext of further execution of partition deed is a concocted story as there was no property left for partition after the partition effected in 1985. She has taken a plea that after death of Golakh, the father of plaintiff nos.2 and 3, they all were residing jointly with Debraj and Lingaraj and all their properties were

kept joint and therefore question of maintenance of plaintiffs by themselves by earning independently does not arise. She further took the plea that since the sons of plaintiff no.1 were not giving financial help to her, she incurred loan from Debraj to meet her necessity for which she asked Debraj to purchase the suit land. Accordingly, Debraj agreed and purchased the suit land on 12-04-2005 on due payment of consideration and thereafter defendant no.1 remained in possession over the same. She has admitted about purchase of the suit land from defendant no.1 in 2006 and claimed possession over the same since the date of purchase and has mutated her name and received R.O.R and is also paying rent regularly. Lastly it is averred that in the meanwhile since the land valuation in the suit locality has increased, plaintiff nos.2 and 3 asked her to pay some money and on being refused they have come to this Court with fabricated story. Hence, prayed for dismissal of the suit.

5. With the aforesaid pleadings on record following issues have been settled :

ISSUES

1. Whether the suit is maintainable ?
2. Whether there is cause of action to file the suit ?
3. Whether the suit is under valued ?
4. Whether the suit is hit by law of limitation ?
5. Whether the sale deed executed by plaintiff no.1 in favour of defendant no.1 vide no.1057 dtd.12-04-2005 was within the full knowledge of

the plaintiff and whether the said document is legal and valid and whether defendant no.1 acquire right, title & interest over the suit land ?

6. Whether the sale deed executed by defendant no.1 in favour of defendant no.2 vide no.2592 dtd.07-10-2006 is legal and valid ?
7. Whether the suit land is joint family property of the plaintiffs and liable for partition and each of the plaintiffs are entitled to 1/3rd share ?
8. Whether the plaintiffs are entitled for an order of permanent injunction against the defendants ?

6. Plaintiff nos.1, 2 & 3 are examined as P.W.2, P.W.3 and P.W.1 respectively and one of their co-villagers is examined as P.W.4. They have produced and proved some documents list of which is appended at the foot of the judgment. On the other hand, defendant no.1 examined herself as D.W.1 and defendant no.2 examined herself as D.W.2. Some documents have also been marked as exhibits from their side, list of which is appended at the foot of the judgment.

With the aforesaid evidence on record the issues as framed are to be answered.

FINDINGS

Issue no.5

7. This being the principal issue is taken up first for consideration. The plaintiffs are claiming that defendant no.1

managed to get execute a sale deed in her favour by committing fraud on the plaintiff no.1 whereas defendant no.1 is claiming that the sale deed is not a fraudulent one rather it has been executed by plaintiff no.1 for her legal necessity and within the knowledge of plaintiff nos.2 and 3 and that the contents of sale deed was read over & explained and she understood its contents.

8. Before delving into the evidence on record, it is pertinent to mention that the plaintiff is to prove its case on its own leg and cannot take advantage of the weakness of the defendants and in case of allegation of fraud, it is to be specifically pleaded and proved like a criminal charge. But this case is an exception to the aforesaid principle on the ground that the sale deed has been executed by plaintiff no.1, an illiterate lady. So learned counsel for the plaintiffs advanced his argument that there are plethora of decisions from the time of Privy Council to the present era that it is settled law that the burden of proof always rests upon a person who seeks to sustain a transaction entered into with a pardanashin or an illiterate lady to establish that the said document was executed by her after clearly understanding the nature of transaction. It is further submitted that it should be established that it was not only physical act but also her mental act. The burden can be discharged not only by providing that the document was explained to her and that she understood it but also by other evidence, direct and circumstantial.

8(a) On this point, he relied on decision reported

in AIR 1963 SC 1203 between Mst. Kharbuja Kuer-Vs.-Jangbahadur Rai wherein it was adjudged that the burden of proof was always upon the person who sought to sustain a transaction entered into with a pardanashin lady to establish that the document was executed by her after clearly understanding the nature of the transaction.

8(b) Another decision relied on him is reported in 1993(II) OLR 568 between Kuma Dei-Vs.-Md. Abdul Latif wherein it is held by the Hon'ble High Court of Orissa that *“Evidence Act, 1872 – Section 111- Execution of document by illiterate person or pardanashin lady- Burden lies on the person who relies on the document to prove conclusively that not only it was executed but also it was explained and after clearly understanding the nature of transaction execution was done.”* In the said decision it is also held that the position has to be accepted as well as settled that the requirement of law in case of a pardanashin lady also extends to an illiterate lady.

8(c) In the case of Narayan Mishra and ors.-Vs.-Champa Dibya (Dead) and ors., AIR 1986 Orissa 53 a Division Bench construing Section 111 of the Evidence Act held that *“ In the case of execution of a deed by a pardanashin or illiterate lady, the law protects her by demanding that the burden of proof shall in such cases rest not with those who attack, but with those who rely on it ; that it must be proved affirmatively and conclusively that the deed was not only executed by, but was explained to and really understood by the grantor ; that ordinarily, the Courts insist on proof that the lady had*

independent legal advice although this may be an absolute and invaluable rule and there may be exceptions when the lady is shown to have business capacity and strength of will and the deed is shown to be in the circumstances not an unnatural disposition of her property”.

9. Learned counsel for the defendants argued that in the present case defendant no.1 is also an illiterate lady and therefore onus is not on her to prove that the sale deed is not executed by committing fraud. It is also argued that plaintiff no.1 was managing the affairs of her family and she had independent advice of her sons who are living with her and executed the sale deed after clearly understanding the nature of the transaction.

10. So far as the argument of learned counsel for the defendants that defendant no.1 being an illiterate lady, onus cannot shift on her to prove that fraud has not been committed on plaintiff no.1 seems to be not sustainable because there is no authority of law that in case of execution of a sale deed by an illiterate lady in favour of an illiterate lady the burden is on the vendor to prove that fraud is committed on her. This apart, in the present case, defendant no.1 being beneficiary of the transaction and in view of the aforesaid principles of law, onus is on her to prove that fraud has not been committed on plaintiff no.1. If defendant no.1 succeeds in her endeavour then onus will shift to plaintiff no.1 to rebut the same. Hence, now it is required to examine the evidence on record with the touchstone of the aforesaid principles and to find out whether defendant

no.1 has discharged her onus that the sale deed has been properly executed by plaintiff no.1 and plaintiff no.1 comes under the category of exceptions even though she is illiterate.

11. Defendant no.1 as D.W.1 has deposed that at the time of death of husband of plaintiff no.1, her elder son (plaintiff no.2) was aged about 17 to 18 years and her younger son (plaintiff no.3) was 3 to 4 years old and they had no source of income and that the income from agricultural source was insufficient for their survival for which on many occasions she used to help them financially and also provide food to them. Regarding income of plaintiff nos.2 and 3, she deposed that plaintiff no.2 was doing nothing till 3 to 4 years back when he joined in a private service and plaintiff no.3 has been serving in a photography shop after he became major. It is further deposed by her that plaintiff no.1 was looking after her property as well as managing her day to day affairs of her family independently. Due to financial crisis plaintiff no.1 wanted to sale the suit land, negotiated with her with the knowledge of both her sons and accordingly she executed a registered sale deed in her favour on dtd.12-04-2005 and delivered possession to her. It is deposed in para 10 of her examination-in-chief that after writing the sale deed, the deed writer read over the same and after explaining the contents of the deed, plaintiff no.1 put her thumb impression. She further deposed that there was no ancestral property left after registered partition deed in the year 1985 and hence it is not correct to say that plaintiff no.1 had gone to Sub-Registrar Office for partitioning certain ancestral

properties. She also deposed that she asked both the sons of plaintiff no.1 to come with their mother for registration which they refused. She was subjected to lengthy cross-examination and in her cross-examination she answered that after partition, each branch has got 1^{1/2} acre of land and admitted in para 25 that she used to get usufructs from her land to meet the necessity for an year and Annapurna (plaintiff no.1) also gets same quantity of usufructs. She further admitted that her husband engages people to cultivate the land of Annapurna after death of her husband. Her husband was also in service by the year 2005. The land revenue of the land of plaintiff no.1 was being paid by Debraj and Lingaraj. In the same para she further answered that plaintiff no.1 used to borrow money from her but she doesn't asks her to repay.

12. It is found that defendant no.1 tries to give different answers at different times and wants to establish that plaintiff no.1 was able to manage her affairs particularly the ancestral property which fell to the share of her husband. But on careful appreciation of the evidence there is no doubt that by the time husband of plaintiff no.1 died, the brothers of the husband of plaintiff no.1 were looking after her landed property and defendant no.1 has influence over plaintiff no.1.

13. So far as execution of the sale deed by plaintiff no.1 is concerned, D.W.1 could not say the correct amount of consideration paid to plaintiff no.1 as seen from her answer in para 21 of her evidence. She could not say as to who purchased the stamp papers and who scribed the deed. She

only stated that one person namely Injan was there in the Sub-Registrar office prior to their arrival and the said Injan has gone there at the instance of plaintiff no.1. Her answer further reveals that plaintiff no.1 was only asked to put LTI and nothing was told to her after she put her signature and plaintiff no.1 put her LTI. They both came back by auto rickshaw. Such evidence of D.W.1 clearly reveals that the contents of the sale deed was not read over or explained to plaintiff no.1. Therefore, question of understanding the contents of the sale deed or the nature of transaction by plaintiff no.1 doesn't arise.

14. On further careful perusal of evidence on record it is also found that none of the sons of plaintiff no.1 have accompanied her to the Sub-Registrar Office on the date of registration. It is on record as admitted by D.W.1 that the younger son of plaintiff stays at Cuttack and at the relevant period he was also staying there. It is only disputed that the elder son of plaintiff no.1 whether stays with her or outside. Considering the whole evidence on record it is gathered that there was no independent advice rendered to plaintiff no.1 to enter into such a transaction. Another circumstance goes against defendant no.1 that she sold the suit land in favour of defendant no.2 just after one year of purchase of the same. When defendant no.1 is claiming that she was extending financial support to plaintiff no.1 and her husband was in service by the year 2005 then suspicion arose that under what compelling circumstances and for what urgent necessity she sold the suit land within a year to defendant no.2. The sale deed

executed by defendant no.1 in favour of defendant no.2 is Ext.3. Surprisingly, the consideration amount in Ext.3 is also same as that of Ext.2. On comparison of both the sale deeds it is also found that the scribe is same and the legal necessity mentioned in both the sale deeds are also same. When scribe of both the sale deeds is one person, the defendant no.1 should have examined the scribe to throw some light on the genuine execution of the document. It is taken a plea that the witness to the sale deed namely Ranjan Kumar Jena is related to plaintiff no.1. But P.W.3 during his cross-examination, in para 24 has admitted that the said witness is his co-villager and is related to him as nephew as per village courtesy. He could not say whether the said Ranjan Kumar Jena is now residing in their village or not. On this point, it may be said that the said Ranjan Kumar Jena being a co-villager of plaintiff no.1 is also a co-villager of defendant no.1 and must be related as nephew of son of defendant no.1. So the defendant no.1 should have examined the witness Ranjan Kumar Jena in order to throw some light on the genuineness of the sale deed. This apart, there is another witness to the sale deed namely Duryodhan Behera and there is no evidence that he is related to plaintiff no.1. Defendant no.1 could have examined him in support of her stand but she has not done so. It is seen from the sale deed executed in favour of defendant no.2 that son of defendant no.1 is a witness. But defendant no.1 did not choose any of the sons of plaintiff no.1 as a witness to the sale deed executed in her favour and is taking plea that sons of plaintiff no.1 refused to

come to office of Sub-Registrar.

15. So far as the claim of defendant no.1 that the plaintiff no.1 comes under the exceptional category, she endeavoured to prove that plaintiff no.1 is capable of managing her family affairs and particularly managing her agricultural land. The entire evidence of plaintiff need not require to be reflected. But on careful perusal of her evidence it is found that plaintiff no.1 as P.W.2 could not be able to say in which college her elder son was studying and for how many years as deposed in para 20 of her cross-examination. She also doesn't know the date of birth of her younger son. As seen from her cross-examination, she is not aware that when last settlement was done in the suit locality. Para 23 of her cross examination reveals that she could not say the extent of joint family property. Her evidence further reveals that she is unable to say the khata number, plot number, area of the suit land or even when this suit is filed. Hence, from her evidence it appears that she has imperfect knowledge of the world. She appears to be rustic and is practically excluded from social intercourse and communion with the outside world. Hence, plaintiff no.1 doesn't come under the category of exceptions that she has business capacity and strength of will.

16. D.W.2 is defendant no.2 who purchased the suit land from defendant no.1. Certainly she has no direct knowledge whether the contents of sale deed executed in favour of defendant no.1 was read over and explained to the plaintiff no.1 and whether she understood the same.

17. Another point needs to be taken into consideration. Admittedly the suit land was the exclusive property of Golakh, the husband of plaintiff no.1. Hence, after death of Golakh, the same has been devolved upon all the plaintiffs. It is the stand of the defendant no.1 that plaintiff no.1 being the manager of the family has sold away the property for her legal necessity and for benefit of both of her children. But law does not permit a Hindu woman to be manager of joint Hindu family in presence of adult male member. Hence, title in respect of the whole suit land will certainly not pass to the purchaser even by execution of a genuine sale deed by plaintiff no.1.

18. Considered from angles it is held that defendant no.1 has not discharged her burden by proving that the document Ext.2 was explained to the plaintiff and that she understood it and she knew the nature of the transaction. Hence, irresistible conclusion is drawn that the sale deed executed by plaintiff no.1 in favour of defendant no.1 vide R.S.D. no.1057 dtd.12-04-2005 has been executed by committing fraud on plaintiff no.1 and therefore, it not a valid and legal document. Hence, defendant no.1 doesn't acquire right, title, interest over the suit land. P.Ws.1 and 3 i.e. plaintiff nos.2 and 3 respectively have no role to prove fraud on plaintiff no.1. But the evidence from the side of plaintiffs need not require to be scrutinised as defendant no.1 has failed to discharge the onus on her. This issue is answered accordingly.

Issue no.6

19. It is already held under issue no.5 that the sale deed executed in favour of defendant no.1 in respect of the suit land as unlawful and invalid. So, defendant no.1 does not acquire right, title, interest over the suit land. Accordingly the subsequent sale of the suit land by her in favour of defendant no.2 is invalid. This issue is accordingly answered.

Issue no.7

20. This issue relates to partition of the suit land among the plaintiffs allotting 1/3rd share to each of them. There is no dispute that the suit land is the self acquired property of husband of plaintiff no.1. Plaintiff nos.2 and 3 are sons of plaintiff no.1. So after death of husband of the plaintiff no.1, the suit property devolved upon the plaintiffs equally. But the plaint does not reveal any demand for partition by either of the plaintiffs to other plaintiffs nor there is any evidence to that effect. Hence, there is no reason to make partition of the suit land. Accordingly, this issue is answered in negative and against the plaintiffs.

Issue no.8

21. This issue relates to the relief for permanent injunction against the defendants. Both parties are claiming possession over the suit land. In support of possession, defendant no.2 has filed a rent receipt vide Ext.D showing payment of rent for consecutive three years for the properties recorded under the suit khata. She has also filed Mutation R.O.R vide Ext.B showing recording of her name in the R.O.R. and conversion of the suit land to Gharabari Kissam.

When it is already held that the sale deed executed in favour of defendant no.2 is an invalid document, the mutation and conversion of the suit land to Gharabari is of no consequence. So payment of rent by defendant no.2 on the basis of preparation of R.O.R in mutation and conversion and filing of rent receipt is inconsequential. On the other hand, plaintiffs have filed three numbers of rent receipts vide Exts.4, 4/a and 4/b showing payment of rent for the properties recorded under the suit khata. Since the plaintiffs are the owners of the suit land, have paid and obtained rent receipts. Besides this, P.W.4, a co-villager of the plaintiffs as well as defendant no.1 has deposed that the plaintiffs are in possession over the suit land. Hence, possession of plaintiffs being the lawful owner of the land should not be interfered. Accordingly the defendants are restrained not to interfere with the possession of the plaintiffs over the suit land This issue is answered in favour of the plaintiffs.

Issue nos.3 and 4

22. These two issues relate to valuation of the suit and limitation for filing of the same. The pleadings of the defendants on valuation and limitation are evasive in nature. As per Article 59 of Limitation Act a suit to cancel or set aside an instrument should be instituted within three years from the time when the facts entitled the plaintiff to have the instrument cancelled or set aside first became known to him / her. There is material on record that in the month of February of 2010 it came to the knowledge of the plaintiffs about execution of such a

fraudulent sale deed. The suit is filed on 27-08-2010 i.e. within a period of three years. So, the suit is well within the period of limitation. Hence, these two issues are answered affirmatively and in favour of the plaintiff.

Issue nos.1 and 2

23. In view of findings under the above issues and considering the pleadings of the plaintiffs it is found that there is cause of action to file the suit and the suit so filed is maintainable. These two issues are answered accordingly.

Hence, it is ordered.

ORDER

The suit be and the same is decreed in part on contest against the defendants with cost. It is hereby declared that the sale deed executed by plaintiff no.1 in favour of defendant no.1 vide no.1057 dtd.12-04-2005 in respect of the suit land is void and defendant no.1 has no right, title and interest over the suit land. It is further declared that the sale deed executed by defendant no.1 in favour of defendant no.2 vide no.2592 dtd.07-10-2006 is also void. The defendants are permanently restrained not to interfere with the possession of the plaintiffs over the suit land.

1st. Addl. Senior Civil

Judge,

Bhubaneswar

The judgment is typed to my dictation by the typist attached to this Court directly on the computer provided under E-Court Project, corrected and pronounced by me in the open Court today i.e. on the 26th day of November, 2014 under my seal and signature.

***1st. Addl. Senior Civil
Judge,
Bhubaneswar***

List of Witnesses examined for the Plaintiffs:

- P.W.1 : Binod Behari Jena
- P.W.2 : Smt. Annapurna Jena
- P.W.3 : Prasant Kumar Jena
- P.W.4 : Santosh Kumar Gajendra

List of Witnesses examined for the Defendants :

- D.W.1 : Smt. Janaki Jena
- D.W.2 : Smt. Manasi Jena

List of Documents marked as Exhibits for the Plaintiffs:

- Ext.1: R.O.R of Khata no.26, Chaka no.72, Plot no.81,
area of Ac.0.104 decimals of the suit plot ;
- Ext.2: Certified copy of the sale deed no.1057 dtd.12-04-

2005

executed by Annapurna Jena (Plaintiff no.1) in favour of Janaki Jena (Defendant no.1) ;

Ext.3: Certified copy of sale deed no.2592 dtd.07-10-2006 executed by Janaki Jena in favour of Manasi Jena (defendant no.2);

Exts.4, 4/a & 4/b : Rent receipts in respect of the suit land for

the year 2010-11, 2011-12 and 2012-

13 ;

Ext.5 : Certified copy of the registered partition deed of dtd.15-05-1985 between plaintiff no.1(Annapurna Jena)

and two brothers of husband of plaintiff no.1 ;

Ext.6 : Copy of the pleader notice sent by plaintiff nos.2 & 3 to the defendants on 02-08-2010 ;

Ext.7 : E.C. dtd.10-08-2010 in respect of the suit land ;

List of Documents marked as Exhibits for the Defendants :

Ext.A : Sale deed vide no.2592 dtd.07-10-2006 ;

Ext.A/1 : Signature of D.W.2 on Ext.A ;

Ext.A/2 : Signature of D.W.1 on Ext.A ;

Ext.B : Mutation conversion R.O.R. ;

Ext.C & C/1 : Conversion premium receipts ;

Ext.D : Rent receipt for the year 2010-11.

*1st. Addl. Senior Civil Judge,
Bhubaneswar*