

HEADINGS OF DECISION IN CIVIL SUITS

**IN THE COURT OF 1ST. ADDL. SENIOR CIVIL JUDGE,
BHUBANESWAR, DISTRICT-KHURDA.**

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

T.S.402/1996

**Kumari Ritanjali Sahoo, aged about 29 years,
D/o Radhanath Sahoo,
A/P.O. Jayadev Vihar, P.S.Chandrasekharpur,
Bhubaneswar, Dist.Khurda.**

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Plaintiff.

-Versus-

- 1. Smt. Banaja Kumari Panda, aged 51 years,
Wife of Ganesh Chandra Panda,
At/P.O. Makalpur, P.S./Dist. Balasore,
At present Qrs No.D-16,
Jayadev Vihar, P.S.Chandrasekharpur,
Bhubaneswar, Dist.Khurda.**
- 2. Bidhu Bhusan Tripathy,
Son of Pandava Tripathy,
Plot No. 275, Jayadev Vihar,
P.O. Regional Research Laboratory,
P.S.Chandrasekharpur, Dist.Khurda.**
- 3. Manas Ranjan Swain, aged about 50 years,
Son of Late Gokulananda Swain,
Plot No.3349, Jayadev Vihar,
P.S. Saheed Nagar, Bhubaneswar,
Dist.Khurda.**

4. Radhanath Sahoo, aged about 54 years,
Son of Muralidhar Sahoo,
Vill. Tentola, P.S. Patakura,
Dist.Cuttack, P.S. Chandrasekharpur,
Bhubaneswar, Dist.Khurda.
 5. Kumari Gitanjali Sahoo, aged about 17 years,
Minor represented through her next friend
Mother guardian Smt. Bharati Sahoo
W/o Radhanath Sahoo,
whose interest is not adverse to the interest of the
minor At/P.O.Jayadev Vihar, P.S.Chandrasekharpur,
Bhubaneswar, Dist.Khurda.
 6. Sri Bhikari Behera, aged 81 years,
Son of Late Chema Behera,
At/P.O. Nayapalli, P.S.Chandrasekharpur
Hal: Nayapalli, Dist. Khurda (dead)
 - 6(a). Jagabandhu Behere, aged 38 years,
Son of Late Bhikari Behera,
At/P.O. Nayapalli, P.S. Nayapalli,
Bhubaneswar,Dist.Khurda
- Defendants.

COUNSEL APPEARED

For the Plaintiff : Sri R.P. Nanda &
Associates.

For Defendants no.1,4,5 and 6(a): Exparte

For Defendants no.2 and 3 : Sri K.C. Kar & Associates

DATE OF ARGUMENT : 13.12.2013
DATE OF JUDGMENT : 28.12.2013

J U D G M E N T

This is a suit for declaration of right, title, interest of the plaintiff over the suit land appended in Schedule of the plaint with other ancillary reliefs such as cancellation of

the sale deed No.9110 dtd.18.11.95, recovery of possession and for permanent injunction and with cost.

2. The case of plaintiff in nut-shell is that when she was minor and aged about 5 years, on or behalf, her father purchased the schedule property out of consideration money provided by her maternal uncle from the recorded owner Ainthi Bewa and her co-owners through registered sale deed No.4647 dtd.18.05.83 and she got delivery of possession of the said land. Just one year prior to filing of this suit the plaintiff attained the age of majority and discretion. She came to know on dtd. 04.07.96 for the first time that defendant no.1, 2 and 3 have clandestinely and illegally by prevailing upon her father got executed a sham sale deed on dtd.18.11.85 when on the said date the said defendants made an attempt to construct a road on the suit land by saying that they have purchased it. On enquiry, she learnt about such sham sale deed which was executed without prior sanction or permission from District Judge, Puri as required u/s.8 of Hindu

Minority and Guardianship Act. She also came to learn that defendant No.1 to 3 have not paid consideration of sale. Therefore, title of the land never passed to the so-called vendee. The original sale deed bearing No.9110 dtd.18.11.85 could not be released from the office of Sub-Registrar, Bhubaneswar and the same was kept as unclaimed in the record room of District Sub-Registrar, Bhubaneswar and after lapse of statutory period the original sale deed was destroyed as per the provisions of Indian Registration Acts and Rules. At the time of execution of the aforesaid sale deed the valuation of the suit land was more than Rs.15,000/- but the defendants clandestinely mentioned the valuation at Rs.4500/-. It is also averred that her father had no legal necessity to alienate the suit land nor there is recital in the sale deed that the impugned sale was then necessary for her benefit. It is also averred that defendant No.1 to 3 have not acquired with right, title and interest over the suit land under the impugned sale deed and she is the absolute owner of the suit land and she has absolute right to avoid the said sale deed as the said transaction is void ab initio. She has no claim against defendant no.4 to 6 and 6(a) but impleaded them as parties as their names are placed in the said impugned sale deed.

3. Defendant no.1, 4, 5 and 6(a) have been set ex parte.

4. The contesting defendants no.2 and 3 filed a written statement jointly challenging maintainability, cause of action, on the point of limitation, non-joinder of necessary

parties, on the point of res judicata etc. They denied to have obtained the impugned sale deed clandestinely and illegally rather the father of the plaintiff for the legal necessity and welfare of the plaintiff sold the suit property to them and therefore no sanction or permission was necessary from District Judge as the Hindu Minority and Guardians Act does not affect or alter the rights of natural guardians under the Hindu Law. It is further averred that the minor's trust, welfare and custody was vested with the father at the time of execution of sale deed and therefore the plaintiff is now not competent to challenge the said transaction claiming it as void ab-initio as per settled provision of Hindu Law. They have paid the consideration money on later date of execution of sale deed but the father of the plaintiff with ulterior motive did not release the original sale deed though he assured to hand over the original sale deed after obtaining it from office of Sub-Registrar and therefore they had no option than to agree with him as he had not endorsed the ticket in favour of them at the time of execution. Under such circumstances they could not obtain the original sale deed. It is further pleaded that it is the vendor i.e. the father of the plaintiff to decide the consideration amount and they had no role to play for deciding the amount. It is alternatively claimed that title can pass even without payment of consideration money and the plaintiff is only entitled to realise the consideration amount.

They claim that they have acquired right, title and interest over the suit land being in possession since the date of this purchase. There was no necessity to dispossess the

plaintiff from the suit land as she was never in possession thereon since the date of execution of sale deed. They have also not made any attempt to construct a road over the suit land on 04.07.96 as the said road is in existence since the time of their vendor and their vendor sold his property as well as this road which can be ascertained from the sale deed executed in their favour. Accordingly, Bhubaneswar Development Authority (in short BDA) has approved their building plans and they have constructed their buildings and the alleged road used by them as the only passage to their house. According to the contesting defendants, the plaintiff's father (defendant no.4) is a shrewd man and at his behest the present suit is filed taking advantage of wrong record of right.

It is averred that the father of the plaintiff who is a land broker sold the suit land to them being fully aware about the existence of the road. He being a litigant and shrewd person, taking advantage of the recorded owners having not transferred the land used as road in favour of Municipality and influencing the said owners purchased the alleged area in favour of his minor daughters and tried to dispossess these defendants and blocked their passage for which at different times FIRs were lodged in police station. In order to avoid further dispute for all times they alongwith other purchasers have purchased the land which is used as their road measuring Ac.0.048 decimals from the plaintiff through the alleged sale deed and the plaintiff has abandoned her claim over the said road. It is further pleaded that during Hal settlement operation

the defendants could not produce the alleged sale deed before the Settlement Authority for recording the purchased land as their road and taking this advantage, the father of the plaintiff managed to record the said area of Ac. 0.048 decimals in the name of his daughters and therefore the Hal R.O.R is wrong and a void document which is not binding on them. Such wrong preparation of R.O.R and map in respect of the suit land creates cloud over the title and interest of them in respect of their road. Besides this, it is pleaded that the plaintiff through her father-guardian had filed a suit bearing No.171/96 in the Court of Civil Judge, (Jr. Division), Bhubaneswar wherein she and her sister have admitted the above transfer in favour of these defendants. Accordingly, it is prayed for dismissal of the suit with cost.

4. Considering the aforesaid rival pleadings of the parties, the following issues have been framed.

- 1) Is the suit maintainable?
- 2) Is there any cause of action to file the suit ?
- 3) Is the suit hit by law of limitation ?
- 4) Whether the sale deed bearing No.9110 dtd.18.11.85 is void and illegal document ?
- 5) Whether the plaintiff has right, title and interest over the suit land and she is in possession ?
- 6) Whether the plaintiff is entitled for recovery of possession ?

5. In order to prove its case the plaintiff has examined herself as P.W.1 and one Khirod Prasad Sahoo, her

maternal uncle as P.W.2 and brought some 3 into evidence. Ext.1 is the sale deed No.4647 dtd.18.05.83 ; Ext.2 is the sale deed in question bearing No.9110 dtd.18.11.85 alongwith sketch map; Ext.3 is the certified copy of Mutation Case No.7741 of 1995 in the Court of Tahasildar, Bhubaneswar.

On the other hand defendant No.2 is examined as D.W.1; Defendant No.3 is examined as D.W.2 and one Prakash Chandra Mohapatra is examined as D.W.3 from the side of defendants. Besides oral evidence the defendants have brought some documents into evidence. Ext.A is HAL R.O.R. of Plot No.274/3371; Ext.B is HAL R.O.R of Plot No.274 ; Ext.C is the certified copy of R.O.R of the suit land; Ext.D is the certified copy of R.O.R of Plot No.275; Ext.E is the certified copy of the plaint of T.S.171/96; Ext.E/1 is counter claim of the said case; E/2 is the written statement to the counter claim of the said case and E/3 is the certified copy of order dtd.01.3.07 of the said case; Ext.F is the certified copy of R.S.D No.4982 dtd.30.5.83 alongwith the sketch map ; Ext.G (with objection)is the original building approval plan in respect of the suit land issued by B.D.A; Ext.H(with objection) is R.S.D No.3787 dtd.25.4.83 alongwith sketch map; Ext.J (with objection) is building plan of defendant No.2 approved by BDA; Ext.K (with objection) is the original revenue village map of the suit Mouza; Ext.L (with objection) the order dtd.23.08.12 passed in C.M.C. 992 of 2012 by Executive Magistrate, Bhubaneswar and L/1(with objection) is the order dtd.23.8.12

of the said case.

FINDINGS

6. **Issue No.4**

This issue being the principal issue is taken up first for decision. According to the plaintiff the suit land was purchased by her father out of the consideration paid by her maternal uncle and she was in possession through her father. The further case of the plaintiff is that on 04.07.96 the defendant nos. 1, 2 and 3 made an attempt to construct a road over the suit land forcibly. She came to know on enquiry that they managed to obtain a sale deed from her father illegally without paying consideration. She further came to know that the original sale deed was destroyed as kept unclaimed and she obtained certified copy of the sale deed.

7. The contesting defendants on the other hand asserted that the father of the plaintiff (Defendant No.4) sold the suit land for legal necessity and for benefit of the plaintiff herself. They further claimed that they had paid the consideration to the father of the plaintiff after execution of the sale deed and he assured to hand over the original sale deed to them obtaining the same from office of Sub-Registrar. However, the plaintiff's father playing hide and seek did not hand over the sale deed, the ticket of which was in his name and they are never responsible for destruction of sale deed. The claim of the plaintiff that the suit land was purchased in her name by her father from out of consideration paid by her maternal uncle is not denied by the contesting defendants.

It is a settled position of law that in a suit for declaration plaintiff will succeed or fail according to evidence adduced by him/her and he or she cannot take advantage of the weakness of the other side. The plaintiff's claim that the sale deed executed by her father in respect of the suit land is void ab-initio. Learned counsel for the plaintiff relying on a decision reported in AIR 1991 SC 1256 between Amitham Kudumbah v. Sarnam Kudumbau forcefully contended that transfer of minors property by natural guardian of minor without permission of Court and without legal necessity will not vest title on the transferee. In the aforesaid decision it is held by Hon'ble Apex Court that *“Transfer of Property Act, Section 6(e) – Transfer of property by natural guardian of minor – Transfer made without permission of court and without legal necessity- Purchaser of property from minor within three years after he attained majority – Can file suit to set aside sale by by minor's guardian guardian within 3 years after minor attained majority. Hindu Minority and Guardianship Act, Sections 8(3), 5(b).- Where the suit property of the minor was sold by his father as his natural guardian to a person without the permission of the court for such sale as required by Section 8 of Hindu Minority and Guardianship act and the sale was not for legal necessity, a purchaser of the property from the minor within three years after the minor attained majority, would be entitled to file a suit for setting aside the sale by the guardian of the minor within three years after the minor attained majority. The transfer made by the father during his son's minority was avoidable at the*

instance of his son who was the real owner, and any person purchasing such property from the natural guardian obtained only a defeasible title. The minor retained a right in the property to defeat existing adverse claims, and such right is assignable right.”

Let me now find out whether the said execution is valid or not with reference to Section 8 of Hindu Minority and Guardianship Act which is extracted below for reference:-

“8. Powers of natural guardian-(1) The natural guardian of a Hindu minor has power, subject to the provisions of this section, to do all acts which are necessary or reasonable and proper for the benefit of the minor or for the realization, protection or benefit of the minor's estate; but the guardian can in no case bind the minor by a personal covenant.

(2) The natural guardian shall not, without the previous permission of the Court,-

(a) mortgage or charge, or transfer by sale, gift, exchange or otherwise, any part of the immovable property of the minor; or

(b) lease any part of such property for a term exceeding five years or for a term extending more than one year beyond the date on which the minor will attain majority.

(3) Any disposal of immovable property by a natural guardian, in contravention of sub-section (1) or sub-section (2), is voidable at the instance of the minor or any person claiming under him.

(4) No Court shall grant permission to the natural guardian to do any of the acts mentioned in sub-section (2) except in case of necessity or for an evident advantage to the minor.

(5) The Guardians and Wards Act, 1890 (8 of 1890), shall apply to and in respect of an application for obtaining the permission of the Court under sub-section (2) in all respects as if it were an application for obtaining the permission of the Court under section 29 of that Act, and in particular-

(a) proceedings in connection with the application shall be deemed to be proceedings under that Act within the meaning of section 4-A thereof;

(b) the Court shall observe the procedure and have the powers specified in sub-sections (2), (3) and (4) of section 31 of that Act, and

(c) an appeal shall lie from an order of the Court refusing permission to the natural guardian to do any of the acts mentioned in sub-section (2) of this section to the Court to which appeals ordinarily lie from the decisions of that Court.

(6) In this section, "Court" means the City Civil Court or a District Court or a Court empowered under section 4-A of the Guardians and Wards Act, 1890 (8 of 1890), within the local limits of whose jurisdiction the immovable property in respect of which the application is made is situate, and where the immovable property is situate within the jurisdiction of more than one such Court, means the Court within the local limits of whose jurisdiction any portion of the property is situate."

As per Section 8 of Hindu Minority and Guardianship Act a transfer of minor's property by his/her natural guardian without permission of Court and for legal necessity is therefore voidable and not void ab-initio. Admittedly no permission of the Court was obtained by father of the plaintiff (defendant no.4) before he executed the sale deed. Ext.2 is the certified copy of the sale deed which is the subject matter of challenge in this suit. The recital of the sale deed shows that the suit land alongwith other land were sold for consideration of Rs.4,500/-. There is no recital found on Ext.2 that the sale was made for the benefit of the plaintiff who was then minor. There is no pleading that defendant no.1 to 3 before purchase made enquiry that the sale was necessary or the consideration was utilised for the benefit of the minor. When no permission was obtained before sale and the sale was not further benefit of the minor, it is to be held that the sale deed no.9910 dtd.18.11.85 executed by father of the plaintiff in favour of defendant no.1 to 4 is not binding to the plaintiff. Thus, the ratio of the decision relied by the learned counsel for the plaintiff is applicable to this case.

Under Ext.2, it is seen that altogether Ac.0.048 decimals of land has been sold i.e. Ac.0.036 decimals of land from plot no.806 and Ac.0.012 decimals of land from Plot no.817. It is further seen and extent of Ac.0.036 decimals of land has been sold from Plot no.806 by Bhikari Behera (defendant no.6) to defendant no.1 to 4 and such sale has not

been challenged in the present suit. Therefore, the sale of such extent of land in favour of defendant no.1 to 4 is genuine and valid. So far as the extent of area Ac.0.012 decimals of land sold by the father of the plaintiff from out of Plot no.817, I have already my finding that such sale is not binding to the plaintiff as she filed the suit within three years of attaining her majority to set aside such sale.

8. Learned counsel for the defendants pointed out that there is evidence on record that the suit land is the only ingress to the house of defendant no.2 and 3. It is vehemently argued that the suit land has been used as road by the said defendants as their ingress and egress to the public road since the time of their purchase and even by their vendor. It is further submitted that except that road there is no passage in order to come to the public road. The defendants have produced the approved plan granted by the B.D.A vide Ext.H, the building plan of defendant no.2 approved by B.D.A vide Ext.K which shows that the plan was approved taking into consideration the approach road. It is also argued that the defendants have adduced oral evidence showing that they are in possession over the suit land supported by mutation R.O.R vide Ext.C. Be that as it may, the defendants have not filed any cross suit to declare their right of easement over the suit land. Therefore, it would not be just and proper to give a finding if defendant no.2 and 3 have otherwise acquired right of easement over the suit land. I make it clear that the finding in this suit will not operate as res judicata to bring a fresh suit by the said

defendants to declare any other relief as would be available to them.

9. Learned counsel for the defendants invited attention of this Court to Ext.E, certified copy of the plaint in C.S.171/96 of the Court of Civil Judge (Jr. Division), Bhubaneswar and contended that Ext.E reveals that the plaintiff and her father had filed a suit jointly admitting that the father of the plaintiff (defendant no.4) had sold some property out of the property which he purchased in the name of the plaintiff. He submitted that ascertains of the plaintiff in the said plaint is an admission. It is also submitted that Ext.E/1, the order sheet of T.S.171/96 shows that the suit was dismissed for default of the plaintiff. Basing on these documents it was contended that this plaintiff is estopped to say that the impugned sale is invalid and the plaintiff is also debarred to bring this suit after dismissal of the suit bearing T.S.171/96 because cause of action of that suit and the present suit are same. In support of his contention he relied on decision reported in Volume 38 (1972) CLT 110 between Ujali Pradhani vrs. Rushi Patra and others wherein it is held by Hon'ble High Court of Orissa that "*Evidence Act, 1872-Sections 17, 18 and 21-Admission-Nature of admission of adverse party if becomes the best piece of evidence-Admission in written statement if can be tendered as substantive evidence in subsequent litigation.*"

A party in a litigation may reply on the admission of his adverse party as the best piece of evidence in proof of facts admitted. It is well-known that an admission in a written

statement in another litigation may be tendered as substantive evidence in any subsequent litigation even though the party whose admissions are proved may not be confronted with them. The law is also equally well settled that the adverse party against whom an admission is proved may show that such admission was not true and was made under circumstances to serve an ulterior purpose.”

The other decision relied by learned counsel is between Ram Awadh and another vrs. Deputy Director of Consolidation and another reported in AIR 1986 Allahabad 167 wherein it is held that “*Civil Procedure Code, Section 11- Dismissal of suit in default – Dismissal would not operate as res judicata between parties – Only bar against plaintiff in such suit would be that he would not able to bring another suit on same cause of action.*”

10. On the other hand learned counsel for the plaintiff forcefully submitted that admission by a party in pleading in one suit is not binding on him in other suit and on this point he relied on a decision reported in AIR 1941 Bombay 144 between Ramabai Shrinivas Nadgir v. Government of Bombay wherein it is held that “(a) *Evidence Act (1872), Section 21- Admission by party in pleading in one suit is not binding on him in other suit. A party is not bound by an admission in his pleading except for the purposes of the suit in which the pleading is delivered. It frequently happens that a party is prepared in a particular ground and to make with the case on a particular ground and to make an admission, but that*

admission is not binding in any other suit, and certainly not for all time.”

On careful perusal of Ext.E it is found that the plaintiff had averred that they have transferred a piece of land to her father and others (in para 4 of the plaint) but nowhere she has admitted about sale of this suit land which is made under Ext.2. The decision relied by learned counsel for the defendants itself reveals that admission in pleading of other suit is decisive though not conclusive. That suit was filed for the relief of permanent injunction i.e. for other reliefs. The suit schedule property of that case and the present case are different. The cause of action in both the cases also found to be different. Hence, considering the guidelines of the aforesaid cases cited supra and considering the facts and circumstances of the present case the grounds taken by the defendants does not stand on good footing. Besides this, in the present case, a vital question on the point of law is involved i.e. the effect of sub-section (3) of Section 8 of Guardianship Act in case of disposal of immovable property by a natural guardian otherwise than for the benefit of the minor or without obtaining the previous permission of the Court.

11. In view of the discussion made in the preceding paragraphs, I am to hold that Ext.2 is not binding to the plaintiff so far it relates to the suit land. Accordingly, this issue is answered.

12. **Issue Nos.5 and 6**

These two issues are taken together being

interlinked for convenience. According to the plaintiff she has got right, title and interest over the suit land and she is in possession. Alternatively she claims that if she is found to have been dispossessed from the suit land then recovery of possession be delivered to her. The contesting defendants on the other hand asserts that they are in possession over the suit land using the same as their road since the date of their purchase.

13. In Issue no.4 I have already given finding that the sale deed bearing no.9110 dtd.18.11.85 (Ext.2) executed by the father of the plaintiff for the suit land in favour of the defendants is not binding to the plaintiff. There is no claim that the defendants no.2 and 3 have acquired title over the suit land by any alternative mode including adverse possession. Therefore, the plaintiff is entitled to recovery of possession of the suit land. Accordingly, these two issues are answered in favour of the plaintiff.

14. **Issue Nos.1 and 2**

The defendants claim that the suit is not maintainable and there is no cause of action to bring this suit as a previous instituted suit filed by the plaintiff on the same cause of action was dismissed for default. On these matters it is elaborately discussed in the above paragraphs under issue no.4. In view of my findings in issue no.4, there is cause of action to file the suit and the suit so filed is maintainable. Accordingly, these two issues are answered in favour of the plaintiff.

15. **Issue No.3**

The defendants claim that the suit is barred

by limitation. The plaintiff challenges the sale deed in respect of the suit land executed by her father. The limitation to file such suit is three years from the date the plaintiff became major. The plaintiff in fact has filed this suit within three years from attaining her majority. Therefore, the suit is not barred by limitation.

Hence ordered.

ORDER

The suit be and the same is decreed on contest against the defendant nos.2 and 3 and ex parte against the other defendants but under the circumstances without cost. It is hereby declared that the sale deed executed by the father of the plaintiff (Ext.2) in favour of defendant no.1 to 3 is not binding to the plaintiff. The plaintiff is entitled for recovery of possession of the suit land from defendant no.1 to 3. The said defendants are directed to give vacate possession of the suit land to the plaintiff within a period of three months from the date the decree is drawn up. In the event of failure, the plaintiff may put the decree to execution for recovery of possession.

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

The judgment is typed to my dictation by the Typist attached to this Court directly on my Official Laptop provided under E-Court Project, corrected and pronounced by me in the open Court today on the 28th day of December, 2013 under my seal and signature.

Judge,
1st. Addl. Senior Civil
Bhubaneswar

List of Witnesses examined for the Plaintiff:

P.W. 1: Smt. Ritanjali Sahoo

P.W. 2: Sri Khirod Prasad Sahoo

List of Documents marked as Exhibits for the Plaintiff:

Ext. 1 : RSD No. 4647 dt.18.5.83

Ext. 2: Certified copy of R.S.D. No.9110 dtd.18.11.85

List of Witnesses examined for the Defendants:

D.W.1: Sri Bidhu Bhusan Tripathy

D.W.2: Sri Manas Ranjan Swain

D.W.3: Sri Prakash Chandra Mahapatra

List of Documents marked as Exhibits for the Defendants :

- Ext. A: ROR under Khata No.79 Mouza Jayadev Vihar
published in the year 1989;
- Ext. B: ROR under Khata no.1;
- Ext. C: Certified copy of ROR under Khata no.453/2000;
- Ext. D: Hal Mutation ROR Khata no.453/188;
- Ext. E: Certified copy of plaint in T.S.171/1996;
- Ext.E/1: Certified copy of Counter claim;
- Ext.E/2: Certified copy of W.S. in T.S.171/96;
- Ext.E/3: Certified copy of order dt.1.3.03 in T.S.171/96;
- Ext.F : Certified copy of R.S.D no.4982 dtd.30.5.83
alongwith the sketch map ;
- Ext.G
(with objection): Original building approval plan in
respect of the suit land issued by B.D.A;
- Ext.H
(with objection): R.S.D No.3787 dtd.25.4.83 alongwith
sketch map;
- Ext.J
(with objection): Building plan of defendant No.2 approved by
BDA;
- Ext.K

(with objection): Original revenue village map of the suit
Mouza;

Ext.L

(with objection): Order dtd.23.08.12 passed in C.M.C. 992 of
2012 by Executive Magistrate,

Bhubaneswar; L/1

(with objection): Order dtd.23.8.12 of the said case.

Judge,

1st. Addl. Senior Civil

Bhubaneswar.