District Judge's Court Copying Dept. Alipore, South 24 Parganas

Dist. Judge's Court, Copying Dept. (S) Alipore, 24 Pgs.
READY ON
20 MAR 2021

Certified to be True Copy
Gautam Chandra Dey
Head Comparing Clerk
Copying Department, Alipore
District Judge's Court,
Accepted u/s 19 Act. 1 of 1800
Date-20-03-2021.

Examined and found to be a true copy and correctly stamped.
Kamala Sarkar
Alipore
Date 20/03/2021
Comparing Clerk
Dist. Judge's Court

(x) - 5'-0"

1503' sft - 2K-1ch - 18 sft.

Value @ Rs. 4000/- per Kottah - Rs. 8,349.90 p

Rear belt

(i) - 110'-6"

(j) - 14'-6"

125 sft. - 0K -2Ch -35 sft

Value @ Rs. 3000/- -520.60P-

Rs. 8,870.50P

Construction & ists value

(9) - Pucca room(electric) - Rs. 3150.00

(10) shed with pucca floor Rs. 296 .00

(10) Tiled shed Rs. 518.40

(11) Pucca room Rs. 1540 .00

Rs. 5,504.40 paisa

Rs. 5504 .40 P

Rs. 14,374.90 P

Total area of land

Front belt
2K -1Ch-18 sft

Rear belt
0k- 2Ch-35 sft

2K -4Ch -8 sft.

In Lot C land & constructions worth Rs. 14.374.90 paisa allotted to Defendant no.5 in her 1th share.

Typed by:- Sankar Das
20 . 03 . 2021

(12)	Tiled shed	Rs. 384 . 00
(13)	"	Rs. 118 . 00
(14)	Pucca room	Rs. 328 . 00
(15)	Tin shed	Rs. 607 . 00
(16)	Pucca room	Rs.1657 . 50
(17)	Tin rooted Pucca Room	Rs.1274 . 00
(18)	Lat & Bath	Rs. 360 . 00
(19)	Pucca room	Rs.10,520. 00
(19(a)	"	Rs. 500 . 00
20)	Latrine	Rs. 100 . 00
		Rs. 15,849 .10 paisa

Total value of land Rs. 27,203 .61 P.

" of Construction Rs. 15,849 .10P.

Rs. 43,052.71 P.

In Lot B land & Constructions worth Rs. 43,052.71 Paisa allotted to Defendants 1, 3 & 4 in their 3/7th share.

Allotment To Defendant no.5.

Lot - C

Land

Front belt

(n) - 1353'-0"

(o) - 104 -6"

(p) - 40-6"

(k) - - - 1497'-5"

(l) --- 61'-6"

(m) - - - 66'-8"

1625'-7" sft. - 2K -4Ch -6 sft.

Value @ 4000/- per Kottah - Rs. 9,033.05 P.

Rear Belt

(g) -- 4014'-0

(h) -- 452-0

4466'

Less

(i) - - 110'-6"

(j) -- 14'-6"

125' (Allotted to Defendant5)

4341 ' - 6K -0- 41sft.

Value @ Rs. 3000/- per Kottah Rs. 18,170.56 P.

Rs. 27,203.61P

Total area of land in both belts

2K -4Cj-6 sft.

6K -0- 41sft.

8K -5Ch- 2sft.

Allotment To Defendant 1, 3 and 4

Construction in Lot B and its value:-

Allotment to plaintiff

Constructions in Lot A and its value

(1)	~~Titled~~ Tiled shed	— Rs.	756.00
(2)	Bath room Tin Shed	— Rs.	216.00
(3)	Latrine Pucca	— Rs.	226.50
(4)	Room Pucca	— Rs.	3700.00
(5)	Room Pucca	— Rs.	3200.00
(6)	Room Pucca	— Rs.	5750.00
(7)	Coal Room	— Rs.	450.00
(8)	Store & Kitchen room	— Rs.	720.00
(21)	Pucca room	— Rs.	891.00
(22)	Kitchen	— Rs.	180 .00
	Total	Rs.	16,125.50 paisa

Total value of land - Rs. 26, 830.97 P.

Total value of construction Rs. 16,125.50 P.

Rs. 42,956.47 P

In ~~the~~ Lot A land and construction worth Rs.42.956.47 paisa allotted to plaintiff in her $\frac{3}{7}$ th share.

Allotment To Defendant 1, 3 & 4.

Lot-B

Land

Front belt

Rupees Thirty Seven thousand and four hundred + seventy nine only.

Allotment to Plaintiff

Lot -A

Land

Front belt

(a) 48 sft.

(b) 77 sft

(c) 2968 sft

(d) 88! 6"

-Less 3181-6"

(x) 5' (Area attached to Defendant 5)

(y) 24' (Area covered by latried)

29

3152 sft. - 4K - 6ch - 2 sft.

Value @ Rs- 4000/- per Kottah - Rs.17510.85

Rear Belt

(e) -- 1161'- 0"

(f) - - 1076 -0"

2237 sft - 3K -1Ch-32 sft.

Value @ Rs. 3000/- per Kottah - Rs. 9,320.12

Rs. 26,830.97 paisa

Total area of land

in both belt - 4 K - 6Ch - 2 Sft.

3K - 1 ch -32sft.

7K - 7CH- 34 Sft.

25

(19) Pucca room
A.V. Length 37'-7" X Breadth 28' = 1052'-4"
= 1052 sft.
@ 20/- per sft. -21.040

depreciation @ 50% -10,520.00

(19a) (a) Do 10'-4" X 9'-8" = 100'-4" = 100 sft.

@ Rs. 10/-per sft 1000/-

depreciation 50% = 500.00

(20) Latrin 4'-6" X 9'-0" = 40'-6" = 40 sft.

@ 5 per sft. - 200/-

depreciation 50% = 100.00

(21) Pucca room
9' X22'-6" ~~xx6'x6"~~ 198)sft.

@ Rs. 15/- per sft - -2970/-

depreciation 70% = 891.00

(22) Kitchen
9' X 6'-6" = 60'-6" = 60 sft.

@ Rs. 10/- per sft = 600/-

depreciation 70% = 180.00

13, 825.00

Total value of construction 5

1st page - 15,054.50

2nd page - 8,599.50

3rd page - 13,825.00

37,479/-

(12) Tiled shed
19' 6" X 12'-4" = 240'-6" @ Rs.4/-per sft. = 960/-

depreciation 60% = 384.00

(13) - Do - 8' X 9'-6" = 76 sft. @ Rs.4/- per sft. = 296/-

depreciation 60% = 118.40

(14) Pucca Room

10' X 8'-2" = 81' 8"- 82 sft. @ Rs. 8/- =656/-

depreciation 50% = 328-00

(15) Tin Shed
21'-9" X 11'-2 " = 242'-10"

8'-3" X 1 '-3" = 10'-3"

253'-1" @ Rs 6/- per sqft = 1518/-

depreciation 60% = 607.20

(16) Pucca room
21'-9" X 10'-2" = 221'-1" @Rs. 15/-per sft. =3315/-

depreciation 50% = 1657.50

8599.50

Tin rooted

(17) Pucca room
26'-6" X 13'-9" = 364'-4" = 364 sft

@ Rs- 10/- per sft. =3640/-

depreciation 65% = 1274.00

(18) Latrine -Bath
9'- 6" X 9'-6" = 90' 3" = 90 sft.

@ Rs.8/- per sft. = 720/-

depreciation 50% = 360.00

(50)

(8' 9" X 6'-6") - 56-~~4~~ 10"

160'-4"

@ 11-25 per sqft = 1800/-

depreciation 60% = 720.00

Rs. 15,057.50 paisa

(9) Pucca room (Electric) ~~Rd~~ A.V. length 26'-0" X Breadth

A.V. length. *14' 3" = 370'-6"

10'-0 X 5' = 50'

420"-6"

420 sft

@ Rs.15 per sq.ft. = 6300/-

Depreciation 50% p.c. = 3150.00

Shed with pucca floor

16'-5" X 6' - 98' 6' @ Rs.6 per sft -592/-

depreciation 50% = 296.00

(10) Tiled shed

1 X 17' X 23' = 195
2

25' X 9 ~~1~~ ~~5~~ '' = 237-6"

432'-6" @ Rs. 3/- per sft. -1296/-

depreciation 60% = 578.40

(11) Pucca room

17'-3'' X 22" -4" = 385'-3" @ Rs. 10/- per sft. -3850/-

depreciation 60% = 1540.00

(20)

(1) Tiled shed(Doctor Chamber)

18' X 14' - 252 sft.
@ Rs. 6/- per Sq. ft. = 1512/-

depreciation @ 50% = 756.00

(2) Bathroom (Tin shed)

6'-6" X 8'-4" = 54 sft. @ Rs.8/ per Sft -432/-

depreciation @ 50% = 216.00

(3) Latrine(Pucca)

10'X 7' = 70 sft. @ Rs. 7.50 per sft. = 525/-

depreciation @ 50% = 62.50

(4) Room (Pucca)

21'-9" X 17' = 370 Sft. @ 20 per Sft. =7400/-
depreciation @ 50% = 3700.00

(5) Room(Pucca)

20'X16' =320 Sft @ 20 per Sq.ft. =6400/-
depreciation 50% = 3200.00

(6) Room(Pucca)

23' X 25' = 575 Sft @ 20 per sft. = 11,500/-
Depreciation 50% = 5750-00

(7) Coal room(7'-9" X 7'-9") = 60 Sft. @ 15 per Sft =900/-
depreciation 50% = 450.00

(8) Store & Kitchen room

Area lenght(9'X11'-6') =103'-6"

(j) 3'-3" X 4'-6" = 14'- 6"

125' - 0- 2Ch - 35sft.

Total of rear-9K-5Ch-18 sft.

or 2nd belt.

Area of drain on the east fallen in rear belt left out as desired by parties.

Total area of both belts.

Front belt = 8K - 11Ch - 26 sft.

Rear belt = 9K - 5Ch - 18 sft.

18K -1 Ch - 23 sft.

Area of latrine 24' sft. on the Western side and entire area of Municipal drain on the eastern side are excluded as desired by all the parties.

Valuation of land

Front belt
8K 11Ch - 26 sft.

@ Rs. 4000/- per Kottah = Rs. 34,893 .80 paisa

Rear belt
9K - 5Ch - 18 sft.

@ Rs. 3000/- per Kottah = Rs. 28,011.28 paisa

Rs. 62,905.08 paisa

Total land value :- Rupees Sixty two Thousand nine hundred and five and eight paisa only.

Valuation of Construction in the premises.

(m) 20'-0" X 3'-4" = 66'- 8"

1625'-7" sft.

(n) 61'-6" X 22'-0" = 1353'-0"

(o) 41'-6" X 2'-6" = 104'-6"

(p) 18-0 X 2'-3" = 40'- 6"

+ Area of X 1'-0 X 5' = 5"

1503' sqft. = 2K - 1ch - 18 sft.

Area coveredby latrine & those of Municipal drain in this belt on the east left out as desired by the parties.

total area of 1st belt = 8K -11 Ch- 26 sft.

Area of rear belt.

(e) 27'-0" X 43'-0 = 1161'- 0"

(f) 35'-0 X 30'-9" = 1076'- 0"

2237 sft = 3K- 1ch - 32 sft.

(g) 61'-9" X 64'-9" = 4014'-0"

(h) 34'-9" X 13'-0" = 452'-0"

4466'

-Less

(i) 6'-6" X 17'-0" = 110'-6"

(j) 3'-3" X 4'-6" = 14'-6"

Area allottedto Defendant No.5.

125'

4341'-0" = 6K - 0 - 41 sft.

(l) 6'- 6" X 17'-0" = 110'-6"

In the 3rd Court of the Sub-Judge at Alipore.

T.S. 88 of 62

Manjilat Ara Begum.....Plaintiff.

-Versus-

Maqbul Alam & Others.....Defendants.

Area and Valuation of the suit property premises No.4 Prince Anwar Road.

Property divided in two belts -front belt road side land and Rear Belt back side portion.

Area of Front belt

(a) $\frac{1}{2}$ X 2'-0X 48 ' = 48'-0"

(b) 14 ' X 5' 6" = 77 '- 0"

(c) 61'-10" x 48' = 2968 '-0"

(d) 44'-3" x 2'-0' = 88'-6"

3181'-6"

(-) Less

(X) 1'-0" X 5'-0" - 5'-0"(Area allotted to Defendant 5)

(X) 2'-0" X 12'-0"- 24"(Area covered by Latrine deducted as descri

29' ed by parties)

3152 Sft. = 4K- 6Ch-2 Sq.ft.

(k) 61'9" X 24'-3" = 1497'-5"

(L) 61'-6" X 1'-0" = 61'-6"

(m) 20'-0" X 3'-4" = 66'-8" = 2K- 4CH - 6sft.

District Judge's Court
Alipore, South 24 Parganas

Dist. Judge's Court, Copying Deptt.
READY ON
20 MAR 2021
Alipore, 24 Parganas (S)

Certified to be True Copy
Head Comparing Clerk
Copying Department, Alipore
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Kamala Sarkar
Alipore
Date 20/03/2021
Comparing Clerk
Dist. Judge's Court

(5)

Constructions:-	15, 849.10 P.	43.052.71 P
	43,052.71 P.	43.021.74P.
		Rs. 30.97
		more by Rs. 30.97 P. only.

Allot. to Defendant5 in her 1/7th share	Defendant5 entitled in her share property worth
Land :- 8,870 . 50	Rs. 14,340.58 P.
construction:- 5504.40	Rs. 14,374.90 P.
14,374.90	14-340.58 P
	Rs. 34.32 P
	more by Rs. 34.32P only.

Sd/- Illigible

Pleader comm.

Typed by:- Sankar Das
20 . 03 . 2021

(22)

In the 3rd Court of the Sub- Judge At Alipore.

Re:- T. S. 88 of 62.

Manjilat Ara Begum.....Plaintiff.

-Versus-

Maqbul Alam & Others.....Defendants.

Summory of Valuation and Allotment.

Total value of land :- Rs. 62,905.08 paisa

Total value of contructions:- Rs. 37,479.00 paisa

Total value of property -Rs. 1,00,384.08 paisa

divisible amounts the

parties.

In 1/7 th share - 100.384.08 ÷ 7 - Rs. 14.340.58 paisa.

In 3/7th share - 3 X14.340.58 - Rs. 43,021.74 paisa.

Allotment to plff in her 3/7th share		PLFF. entitled property worth	
Constructions:-	16,125.50 P		Rs. 43,021.74 P
Land :-	26,830.97 P	allowed	Rs. 42,956.47 P
	Rs. 42,956.47		Rs. 65.27

Less by Rs. 65.27 paisa only.

Allotment to Defendant to 1, 3 & 4 in their 3/7th share		Defendant 1, 3 &4 entitled property worth
Land :-	27,203 .61 p	Rs. 43.021.74 p.

District Judge's Court
Alipore, South 24 Parganas

Dist. Judge's Court, Copying Deptt.
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20 MAR 2021
Alipore, 24 Parga. (S)

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Soumitra Chandra Dey
Head Comparing Clerk
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Alipore
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Comparing Clerk
Dist. Judge's Court

allotment sheets to the respective parties both of land and constructions and they also also will form parts of my report.

I have prepared a case map to 10' - 1 inch scale and have shown therein the position of structures in their exact poition. The area allotted to plaintiff has been marked as Lot "A", those of defendants 1, 3 and 4 as Lot "B" and that of defendant No.5 as Lot "C" and the area and constructions allotted to respective parties are shwon by different colour on the boundaries of each allotment.

The casemap, field book, valuation statements both of total land and constructions and the allotment sheets made to respettive parties both of land and constructions will also form parts of my report.

My Bill comes upto Rs. 465.50 paisa and which is filed here with.

I, therefore, pray that your Honour will be pleased enough to accept my report and pass my bill and allow me to draw the amount.

Yours most obediently,

Dated:- the 11 th December, 1969.

Sd/- Illigible

Pleader Commissioner.

Typed by :- Sankar Das
20.03.2021

(88)

Thus by the allotment made, the plaintiff in her 3/7th share is allowed property worth as noted below.

Land :-	1st belt :- 4 K - 6 Ch - 2 Sft..	value ..	Rs. 17510.85 P.
	2nd belt :- 3 K - 1 Ch - 32Sft ..	value ..	Rs. 9320.12 P.
Construction worth :-		...	Rs. 16, 125.50P.
		Total	Rs. 42,956.47P.

Defendants 1, 3 and 4 in their 3/7th share :-

Land :-	1st belt - 2k - 4ch - 6sft ..	value ...	Rs. 9,033.05 P
	2nd belt - 6K - 0 - 41sft. ..	value ...	Rs. 18,170.56 P.
		Total	Rs. 27, 203 . 61P
		Construction worth:-	Rs. 15 ,849 . 10P
		Total	Rs. 43, 052 .71P

Defendant No.5 in her 1/7th share:-

Land :-	1st belt :- 2K - 1ch - 18sft. ..	Value ..	Rs. 8,349. 90P
	2nd belt :- 0 - 2Ch - 35sft. ..	value ..	Rs. 520 .60P
			Rs. 8,870 .50P
		Construction worth:-	Rs. 5,504 .40P
		Total....	Rs. 14,374.90P.

I have prepared table showing total value of the area of land and also of constructions there on and also separate allot sheets

value of 1st belt (8K - 11Ch - 26Sqft) @ Rs. 4000/- per cottah -Rs. 34, 893 . 80 P.

Value of 2nd valt (9K - £ch - 18sqft) @ Rs. 3000/- per cottah - Rs. 28, 011 . 28 P.

Rs. 62,905 . 08 P

C O N S T R U C T I O N S.

Parties suggested that construction cost of building area should be ascertained @ Rs. .15 per sqft. and depreciation @ 70% or 75% P. C. is to be allowed as structures are very old. In the ~~ioas~~ locale besides building area, there are titled roofed pucca-walled r rooms and tiled verandah, tin roofed sheds and privy, bath room etc., I have thus calculated the various structures according to existing conditions and allowed depreciation which varies from 50 to 65 P.C. The valuation of structures as made by me are shown to the parties and they have accepted it. Thus calculating on the above basis, the total value of construction comes upto Rs. 34,479/- only.

Then property worth divisible are :-

Land.....Rs. 62,905 .08 P

Constructions -....Rs. 34, 479/-

Rs. 1,00. 384 -08P only.

A L L O T M E N T.

I have made the allotment to respective parties as agreed upon by them.

As the difference in allotment is negligible and neither party is agreeable to pay owelty money and all the parties agreed to the allotment as made and signed my proceedings (vide proceedings dated 12-9-69). As agreed upon by all the parties I have made the final allotment s accordingly and have finally prepared my case map and the allotment table showing the value of the area of land and constructions separately made to the respective parties. I shall now discuss about valuation of land and structures as made by me and the allotment made to the ~~xxxxxxx~~ respective parties.

V A L U A T I O N.

L A N D.

As desired by the parties I have divided the area in two belts almost half and half and have valued the lands of 1st belt @ Rs. 4000/- per cottah and those of 2nd belt @ 3000/- per cottah. Thus calculating found the total area of land to be :-

	K.	Ch.	sq. ft.
Excluding the Municipaldrain .. .. on the east.	18	1	23
Leaving aside the area covered by old latrine.	-	-	34
Total area for partition	18 cotta	0 -	44 sq ft.

Area of 1st belt .. 8 k - 11 Ch - 26 Sqft-

Area of 2nd Belt. 9 k - 5 ch - 18 sqft.

18 K - 0 - 44 sqft.

(30)

District Judge's Court

next sitting date.

I held the sitting on 12th September as notified previously and during the interval I calculated the area of the suit property, value of land as agreed upon by all the parties and valuation of constructions with in the area, and the allotment to be made to the respective parties as suggested by the parties in the last sitting in the locale. In this sitting, plaintiff's husband, Defendant no.1 and the the learned lawyer of Defendant no.6 and son of Defendant No.5 were present. I placed my plan before the parties and showed them the respective area with construction there on falling to the respective share and the total amount of worth of property (land and constructions) as allotted to each party. As per ~~xxxxxx~~ calculation the total value of property both land and constructions comes up to Rs. 100,384.08 paise only . Plaintiff in her 3/7th share is entitled to get property worth Rs. 43,021,74 P, Defendants 1,3 and 4 in their 3/7th share- the same amount and Defendant no.5 in her 1/7th share is entitled to property worth Rs. 14,340.58P only.

By the allotment as made by me as per agreed suggestion of the parties, plaintiff is allowed property worth Rs. 42,956.47 P, ~~Rs~~ Defendants 1, 3 and 4 property worth Rs. 43,052.71 P and Defendant no.5 property worth Rs. 14,374.90 i.e. plaintiff gets less by Rs. 65.27 P and Defendants 1,3 and 4 more by Rs. 30.97P and Defendant No. 5more by Rs. 34.37 P, only.

and all the parties signed it. So, in extract the area of the suit ~~pxx~~ property, I ~~x~~ take into consideration the area as found in the locale Leavingaside the area covered by Municipal drain on the east and the area of old latrine on the west.

After verification of mycase map I asked the parties as to their suggestion about allotment to be made to the respective parties. After some discussion all the parties agreed that allotment should be made in the following manner.

From the western limit of the premises upto eastern wall of Backery house area on the front side and adjacent back side area covering 3/7th share be alloted to plaintiff, then, the area covered by two ~~xxxxx~~ electric shops on the front and adjacent back portion covering 1/7th sha e be allotted to Defendant no.5 and the remaining cfront ~~portii~~ portion area and the back side portion be allotted to Defendants 1.3 and 4 in their 3/7th share.

In making the allotment the position of structures and possession of tenants are to be maintained as far as possible. After making allotment on the ~~xxxx~~ above basis and then calculating the value of land and constructions alling to the respective shares, another date is to be fixed for final approval of the parties . Thus completing the work and noting all these points in my proceedings duly signed by the parties I left the locale fixing 12th September next as the next

informed the parties that I would visit the locale again on 23.8.69 i for verification of my case- map and directed that in that sitting parties should give me their suggestion as to allotment on that day in the locale,. All these were noted in my proceedings and it was duly signed by the parties and the lawyers.

As notified I went to the locale on 23rd August 1969 along with the learned lawyer of Defendant no.5 from Alipore Court. In the locale plaintiff's husband, Defendant No.1 and son of Defendant no.5 were also present. During my field work plaintiff side supplied me with the certified copy of the plan of premises No.4 prince Anwar Shah Road wherein the boundaries of the premises are delineated by red lines asmentioned in the plaint. Now after plotting my field book and verifying the same with the plan, I find some discrepancy as to the measurement both on the northern side (east to west) which is less by 1 ft. 9 iches and eastern side (north to south) by 4 ft.more. I verified my case map with the locale and pointed out the discrepancy as found with the plan. Further an area of 24 sq. ft. of the holding is covered by an old latrine on the west as well . After discussion on the point all the parties agreed that area asfound in the locale should be taken into consideration in working out the total area of the suit property and furtherthe area covered by the old latrine on the west and the area of Municipal drain on the east which has since lon g been acquired by the corporation should be excluded. Imade a note of this in m proceedings and

In that sitting, I fixed the next sitting date in the locale on 26.6.69 and accordingly on that day and also on 1-7-69, 8-7-69, 15-7 69 and 23.7.69 I held sitting in the locale, measured the land and took the positions of structures standing thereon and noted them in my field book. On all these days, plff's husband, Defendant, Defendant No.1 and son of Defdt. No.5 were all along present. I made notes of my field work on every day in my proceedings and my proceeding was duly signed by all the parties on each day. After completing my field measurement, I directed the parties to file valuation statement both of land and structures separately and fixed 6th August 1969 for the next sitting in my chamber at Alipore Court. In that sitting plaintiff's husband, Defendant no.1 and shri Prasun Kumar Mukherjee advocate for defendant no.5 appeared before me. Plaintiff filed the valuation statement and the ld. Advocate for the Defendant no.5 suggested the value of land and structures. Defendant no.1 made no statement and rather expressed that he would not say anything. All the parties present suggested that the land should be divided in two belts- half and half front belt area lying by the side of prince Anwar Shah Road and the back- side portion, the 2nd belt and valuation of land will be Rs. 4000/- per cottah of the land of the front belt and @ Rs. 3000/- per cottah of the rear belt. As to structures, they suggested that construction cost of the building should be taken at Rs. 15/- per sq. ft. and 75% depreciation should be allowed as the structures are more than 100 years old. In that sitting I also info.

The preliminary Decree runs as follows :-

" It is ordered that the suit be and the same is decreed in the preliminary form on contest with costs. It is declared that the plaintiff has three- seventh share and each of the Defendants Nos. 1, 3, 4 and 5 have one- seventh share in the suit properties described in the schedule to the ~~plaintk~~ plaint. The parties are allowed two month's time to partition the property amicably failing which a commissioner will be appointed to partition the plff's share by metes and bounds".

Parties having failed to partition the property amicably as directed, on the application of the plaintiff, this commission is issued to me to effect the partition of the property in terms of the preliminary decree passed on 26th June 1968.

Thus to effect partition I first went to the locale on 22-6-69 after serving due notice upon all the parties. In the locale, plff's husband Anisur Rahaman, Defendant No.1 Moqbul Alam and Syed Golam Mohammad Shah S/O Sultan Ara Begum Defendant no.5 were present. I first of all went through plaint and decree and then on identification of the parties inspected the suit premises No.4, prince Anwar Shah Road. In that sitting Defendant no.6 wanted that her 1/7th share as declared in the preliminary decree be separately allotted. I directed her to apply before the Court and to secure an order of the court to that effect. Subsequently, Defendant no.5 moved the court and order was passed directing me to allot a separate Saham to Defendant no.5 as well.

Khaspur along with undivided one seventh share in the old one storeyed building standing there on at present known and numbered as No. 4, Prince Anwar Shah Road, Police Station- Tollygunge, District 24. parganas, Sub- Registration Office- Alipore within the Municipal limits of Calcutta Corporation as delineated with red mark boundary lines in the map annexed herewith.

The plaintiff's case is that the suit property originally belonged to her grand mother Sahajadi Anjumanara Begum and that she by a Deed of Gift transferred the property to her 5 sons and two daughters each getting 1/7th (one seventh) share in the property. plaintiff being one of the daughters got 1/7th (one seventh) share on the basis of the said Deed of gift and that she purchased one seventh share from another Co-sharer Shaibjada Sarahayar Alam by a conveyance dated 20-1-1959. Subsequently, during the pendency of the suit, plff. purchased one seventh share of defendant No.2 Md. Sayad Nuralam. Thus the plaintiff has become the owner of a total of three-seventh share of the suit property. That an amicable partition was arranged amongst the parties and that a deed was also prepared on stamp papers. But subsequently, two of the Co- sharers having decided not to join the aforesaid Deed, the plff has brought this suit for partition and separate possession.

The suit is contested by Defendants Nos. 1, 3. 4 and 5 and ultimately it has been decreed on contest against the defendants in pre;iminary form.

//1 //

In the Third Court of the Subordinate Judge at Alipore.

District 24 -Parganas.

Re :- T. S. No. 88 of 1962.

Manjilat Ara Begum.....Plaintiff.

-Versus-

Md. Maqubul Alam & Others .....Defendants.

F IN A L R E P O R T.

To,

the presiding Judge of the above court.

Made part of the decree
Sd/ Illegible
Sub-Judge
14.7.73

Sir,

Being appointed Commissioner in the above mentioned suit to effect partition in terms of the preliminar Decree passed by this cour on the 26th day of June, 1968, I beg to submit my final report embodying the result of my enquiry as follows :-

copy

The property to be partitioned as described in the schedule to the plaint is as follows :-

"All that piece and parcel of one seventh undivided share measuring about 2 cottah 11 chittaks out of ~~an~~ revenue redeemed land measuring 18 cottahs 13 chittaks and 20 sft. being part and parcel of whole land of No.1, prince Anwar Shah Road in plot No.B appertaining to the Municipal Holding at Touzi No. 2833 Dihi panchannagram Division, Sub-Division "S" Mouza Kankulia Village Tollygunge Pargana Khaspur

District Judge's Court, Alipore, South 24 Parganas

Dist. Judge's Court, Copying Dept.
READY ON
20 MAR 2021
Alipore, 24 Pargs. (S)

Examined and found to be a true copy and correctly stamped.
Kamala Sarkar
Alipore
Date 20/03/2021
Comparing Clerk
Dist. Judge's Court

Certified to be True Copy
Head Comparing Clerk
Copying Department, Alipore
District Judge's Court,
Accepted u/s 19 Act. 1 of 1800

Rs. 5.87 P(-Do-)

Plaintiff's Net due from defendant No.1, 3 & 4 = Rs 452 . 16 P

Plaintiff's Net due from defendant No.5 = Rs. 98 .37 P

Defendant No.5's Net due from Defendant No.1, 3 & 4 = Rs. 43.23 P.

Sd/- Illigible

Subordinate Judge, 3rd Court

Alipore.

24.7.73

Typed by:- Sankar Das

20 . 03 . 2021

Plaintiff	Rs. P.	Defendant No.5	Rs. P.
Commission fee	338 . 50	Commission fee	100 . 00
Petn.	. 75	Petn.	. 75
Power	1 . 00	Power	1 . 00
Pleader's fee	10 . 00	Pleader's fee	10 . 00
Stamp for final Decree	690 . 00	Stamp for Final Decree	- .
	1040 . 25		111 . 7

$\frac{3}{7}$ of the Comm. fee of Rs. 438 . 50 P = Rs. 187.92 P

$\frac{1}{7}$ of the Comm. fee of Rs. 438 . 50 P. = Rs. 62.64 P

Plaintiffs due for Comm. fee from defdt. No. 1, 3 & 4 = Rs. 150.58 P (Rs. 338 .50 P - Rs. 187.92 P)

Defendant No.5's due for Comm. fee. from defdt. No. 1, 3 & 4 =Rs. 37. 36 P (Rs. 100.00 p- Rs. 62.64 P)

Plaintiff due for Final Decree's stamp from Defdts 1, 3 & 4 =Rs. 295. 71 P.(i.e. $\frac{3}{7}$ of Rs. 690/-)

Plaintiff due for Final Decree's stamp from ~~defdant~~ defendant No.5 - Rs. 98.57/- (i.e. $\frac{1}{7}$ of Rs. 690/-)

Plaintiff's due for other costs from defendant No. 1, 3 & 4 = Rs. 5. 87 P(i.e. $\frac{1}{2}$ of Rs. 11.25p)

Defendant No.5's due for other costs from defendant No. 1,3 & 4- Rs.

(38)

No. "B" appurtaining to the Municipal holding at Touzi No. 2833 Dihi panchannagram Division 'C' Sub-Division 'S' Mouza Kankulia Village Toll ygunge parganas Khaspur along ith undivided one- seventh share in the old one-storeyed building standing thereon at present known and numbered as No.4, Prince Anwar Shah Road, Police Station- Tollygunge, District 24 parganas, Sub -Registration office Alipore, within the Municipal limits of Calcutta Corporation as delineated with the road mark, boundary lines in the map annexed herewith bated and bounded as follows:-

North : Tank

South : Prince Anwar Shah Road.

West : No.2, Prince Anwar Shah Road.

East : Municipal drain.

This suit coming on this day for final disposal before Sri R. L. Mukherjee Subordinate Judge, 3rd Court, Alipore in the presence of Sri Sk. Farhad Hossain Advocate for the Plaintiff.

and of None for the defendants

It is ordered and decreed that the suit be decreed finally in terms of the commissioner's report. The case map, field book and the report of the commissioner do form part of the decree.

Given under my hand and seal of the court, this 1st day of September 1970.

Cost of the Commission borns by the parties:-

Schedule of cost of this copy

Application	.....
Folio	60.00
Auth	5.00
Exp	65.00
Sea	.....
Trac.	.....
Other	.....

20.02.21 09.03.21 09.03.21 20.03.21 25.03.21

(283)

Final Decree

District 24 Parganas.

In the Third Court of Subordinate Judge Alipore.

Title Suit No. 88 of 1962.

Manjilat Ara Begum wife of Anisur Rohaman, by faith Muslim by occupation-House holder, residing at No.2 prince Anwar saha Road, P.S. Tollygunge at present 49/B, Sumsul Huda Road P.S. Karaya Cal-17 District- 24 Parganas. .....Plaintiff.

-Versus-

1. Md. Maqbul Alam 2. ~~Md. S. Mir Alam~~ expunged V/o No. 18 dt.25.7.63. 3. S. Mohammad Sayed Alam 4. S. Mohammad Sardar Alam 5. Sultanat Ara Begum. All sons and daughters of late Sahaibzada Mohammad Munir Alam, by faith Muslim, by occupation- landholders, residing at No. 2, Prince Anwar Shah Road, P.S. Tollyginge, District 24 Parganas . .....Defendants.

Suit for partion:- Valued at Rs. 1000/-.

Schedule of the property

All that piece and parcel of one seventh individed share measuring about 2 cottahs 11 chitaks out of revenue redeemed land measuring about 18 cottahs 15 chitaks and 20 sq.ft. being the part and parcel of whole land of No.1, Prince Anwar saha Road , in plot No.

District Judge's Court South 24 Parganas

Dist. Judge's Court, Copying Dept. (S) Alipore, 24 Pgs.
READY ON
20 MAR 2021

Certified to be True Copy
Goutam Chandra Dey
Head Comparing Clerk
Copying Department, Alipore
District Judge's Court,
Accepted u/s 19 Act. 1 of 1800
Date-20-03-2021.

Examined and found to be a true copy and correctly stamped.
Kamala Sarkar
Alipore
Date 20/03/2021
Comparing Clerk
Dist. Judge's Court

11.	Adjournement costs not paid in ~~cash~~ cash (to be deducted or added as the case may be)	- . -
	Total	480 . 37

Typed by:- Somkar Das
20 . 03 . 2021

6.	Subsistence and travelling allowances of witnesses (including those of party, if allowed by Judge)	- . -
7.	Process fees	4 . 50
8.	Commissioners' fees	0 . 00
9.	Demi Paper	1 . 37
10.	Cost of transmission of records	- - -
11.	Other costs allowed under the Code and Civil Rules and Orders	- . -
12.	Adjournment costs and not paid in cash(to be added or deducted as the case may be)	- . -
	Total	501 .87

Defendants 1,3,4 -5		Rs. P.
1.	Stamp for power	1 . 00
2.	Stamp for petitions and affidavits	3 . 25
3.	Cost of exhibits including copies made under the Bankers' Books' Evidence Act, 1891	- . -
4.	Pleaders' fee	475 . 00
5.	Subsistence and travelling allowances of witnesses (including those of party, if allowed by Judge)	- . -
6.	Process fees	- . -
7.	Commissioners' fees	- . -
8.	Demi paper	1 . 12
9.	Cost of transmission of records	- . -
10.	Other costs allowed under the Code and Civil Rules and Orders	- .-

and that the sum of Rs. 501.8) P. (Rupees five hundred and one and eighty seven paisa) only

be paid by the Defendant Nos 1, 3, 4 and 5 to the plaintiff.

on account of the costs of this suit.

Given under my hand and the seal of this court, this 26th day of June 1968.

The addresses given above are the addresses filed by the parties for service.

Sd/- Illigible

Sd/- A. Bhattacharji

Sub-Judge

3.7.68

Typed by

Costs of suit

Plaintiff		Rs. P.
1.	Stamp for plaint	15 . 00
2.	Stamp for power	1 . 00
3.	Stamp for petitions and affidavits	5 . 00
4.	Cost of exhibits including copies made under the Bankers' Books' Evidence Act, 1891	- . -
5.	Pleaders' fee on Rs. 10,000/-	475 . 00
6.	Subsistance and travelling allowances of witnesses(including those of party, if allowed by Judge)	- . -

measuring about 2 cottahs 11 chitaks out of revenue redeemed land measuring about 18 cottahs 15 chittaks and 20 sq. ft. being the part and parcel of whole land of No.1, Prince Anwar Shah Road, in plot No.'B' appertaining to the Municipal holding at Tou zi No.2833 Dihi Panchannagram Division 'O' Subdivision 'S' Mouza Kankulia village Tollygunge Parganas Khaspur along with undivided one-seventh share in the old onestoreyed building standing there on at present known andnumbered as No.4, Prince Anwar Shah Road, Police station Tollygunge District 24 parganas, Sub Registration office Alipore, within the Municipal limits of Calcutta Corporation as delineated with the road mark boundary lines in the map annexed here with butted and bounded as follows

This suit coming on this day for final disposal before- sri A. K. Bhattacharji Subordinate Judge 3rd Court at alipore in the presence of Sri mati Sikharini Dutta, Advocate.....for the Plaintiff. and of Sri Ashoka Kumar Ganguly.....Advocate for the defendants.

It is ordered that the suit be and the same is decreed in the preliminary form on contest with costs. It be declared that the plaintiff has three seventh share and each of defendants nos 1, 3, 4 and 5 have one seventh share in the suit property described in the schedule to the plaint. The parties are allowed two month's time to partition the property amicably failing which a commissioner will be appointed to partition the plaintiffs sha e by metes and bounds. The costs of the commission will be borne by the parties according to their respective shares.

Schedule of [illegible] copy

Applicati[illegible]	10.00
Fe[illegible]	5.00
Au[illegible]	15.00
Ex[illegible]	
Se[illegible]	
Trac[illegible]	
Other [illegible]	

District Judge's Court [illegible]
Alipore, South 24 Parganas

20.02.21 09.03.21 09.03.21 20.03.21 25.03.21

(282)

HIGH COURT FORM NO.(J) 25.

DECREE IN PARTITION SUIT

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

District 24 Parganas.

In the Third Court of Sub-Judge at Alipore.

Title Suit No. 88 of 1962(Filed on 30.08.62)

Manjilat Ara Begum wife of Anisur Rohaman residing at No.2, Prince Anwar Shah Road, P.S. Tollygunge at present 49/B, Samsul Huda Road, P.S Karaya, Calcutta- 17, District 24 Parganas.....Plaintiff.

-Versus-

1. Md. Maghul Alam 2. Md. S. Nur Alam Expunged u/o No.18 dt. 25.7.63. 3. S, Mohammad Sayed Alam 4. S. Mohammad Sardar Alam 5. Sultanat Ara Begum.

All sons and daughters of Late Sahaibzada Mohammad Munir Alam residing at No.2, Prince Anwar shah Road, P.S. Tollygunge, District 24 Parganas. .....Defendant.

Claim for :- Suit for partition by metes and bounds inrespect of plaintiffs $\frac{3}{7}$ th share in the prpperties in suit by appointing a pleader Commissioner from the court.

Valued at Rs. 10,000/- only.

Schedule of the property

All that piece and parcel of one- seventh undivided share measur-

District Judge's Court, Alipore, South 24 Parganas

Dist. Judge's Court, Copying Dept. (S) Alipore, 24 Pgs. (S)
READY ON
20 MAR 2021

Certified to be True Copy
Head Comparing Clerk
Copying Department, Alipore
District Judge's Court,
Accepted u/s 19 Act. 1 of 1800
Date 20-03-2021.

Examined and found to be a true copy and correctly stamped.
Kamala Sarkar
Alipore Comparing Clerk
Date 20/03/2021 Dist. Judge's Court

(15)

by purchase. There should, therefore, be a decreefor partition for the aforesaid share of the plaintiff.

Court-fees paid on the plaint is sufficient.

Hence.

O R D E R E D

that the suit be and the same is decreed in the ~~par~~ preliminary form on contest with costs. It be declared that the plaintiff has three-seventh share and each of defendants nos. 1, 3, 4 and 5 have one-seventh share in the suit property described in the schedule to the plaint. The parties are allowed two months time to partition the property ~~sim~~ amicably falining which a commissioner will be appointed to partition the plaintiff's shae by metes and bounds. The costs of the commission will be borne by the parties according to their respective sharers.

Sd/- A. Bhattacharji

Subordinats Judge, 3rd Court,

Alipore, 26.06.68

Dictated and corrected by me

Sd/- A. Bhattacharji

S.J.

Typed by:- Sankar Das

20 . 03 . 2021

the plaintiff exercised undue influence upon him and that she purchased the property with out consideration. so the objection regarding the non- examination of any of the attesting witnesses does not stand at all.

Another objection has been raised regarding the maintainability of the suit on the ground of non-joinder of parties. Taking hint from the deposition of P.W.1 that the consideration money paid was his own money- The learned lawyer for the defendants argues that the property was actually purchased by P.W.1 Anisur Rohaman and that as such he is a co-sharer of that property. This is also not a serious argument and I do not think that the husband of the plaintiff should be made a party on account of this statment.

Another objection was raised at the time of trial that Nur Alam was insane from his boyhood. There was no such allegation in the written statement and on the basis of the evidences adduced in this case and I hold that this allegation is wholly baseless.

Evidently a partition deed was prepared and three of the co-sharers jointed the deed as would be evident from Ext.P. But in as much as all the co-sharers did not join it. It cannot be held that there was conclusive partition on the basis of the deed. The plaintiff is, therefore, entitled to a total of three- seventh share in the property. One- seventh share being allotted to her on the bais of the Deed of Gift and two-seventh share being acquired by

being without consideration. The plaintiff's husband P.W.1 Anisur Mohaman proves the Deed. He also proves the payment of consideration. There is no substance in the objection raised by the defendants about the validity of the Deed on the ground that sahibzada surahyer Alam was a pakistani citizen. The vendor himself does not come to challenge the deed and I overrule the objection raised by the defendants regarding the validity of the deed on this account. Regarding the ~~sq~~ conveyance made by sayad Md. Nur Alam, this deed is also proved by P.W.1 and he also proves the passing of consideration. There is nothing to show that no consideration was paid against this deed. The learned lawyer for the defence, however, raises an objection that in a much as no ~~attest~~ attesting witness was examined in this case, there was no proper proof of the deeds. Under proviso to section 68 of the Evidence Act, it is not necessary to call an attesting witness in proof of the execution of any document not being a will which as been registered in accordance with the provisions of the Indian Registration Act, unless its execution by the person by whom it ~~pur~~ purports to have been executed is specifically denied. In the written statement the execution of these two deeds by the respective vendors has not been speficially denied. As regards the deed executed by sarahyer Alam it has been stated in the written statement that the deed is void as it is without consideration and as the vendor have no right to sell away the share without the previous permission of the Govt. of India. As regards the deed executed by Sayad Nur Alam, it has been stated that t

3. Has the plaintiff acquired one- seventh share in the suit property by virtue of her purchase from Saryer Alam ?

4. Has the plaintiff acquired the one- seventh interest in the suit land from S. Nur Alam on the basis of purchase ?

5. Was there any amicable partition of thesuit property as alleged ?

6. Is the plaintiff entitled to any partition of the suit property ? If so, what are the respective shares of the parties ?

7. To what relief, if, any, is the plaintiff entitled. ?

Issue No.1 :-

This issue has already been decided in favour of the plaintiff under Order no.23 dated 21.12.64.

Issues Nos:- 2 to 7:-

All these issues are taken up together for the sake of convenience. As alrady stated, the plaintiff's one-seventh share is admitted. The dispute is regarding the remaining two-seventh shares. The plaintiff has filed the two Deeds of conveyance showing the purchase of one-seventh share each from sahibzada Surahyer Alam and Sayad Md. Nur Alam. These two deeds have been marked Exts. 1 and 1(a). The objection against the deed of Surahyer Alam is that He was a pakistani citizen and that the deed was void for being

(30)

the on the basis of the said Deed of Gift and tht she purchased one-seventh share from another co-sharer ~~xxx~~ Shaibzada Surahyer Alam by a Conveyance dated 29.1.59. Subsequently, during the pendency of the suit the plaintiff purchased one-seventh share of the defendant no.2 Md. Sayad Nur Alam. The plaintiff thus became owner of a total of three -seventh share of the suit property and the name of the defendant no.2 was expunged by an Order of the Gouri dated 25.7.63. That an amicable partition was arranged among with parties and that a Deed was also prepared on stamp papers. But, subsequently, two of the co-sharers having decided not to join the aforesaid Deed, the plaintiff has brought the suit for partition and separate possession.

The suit is contested by defendants nos. 1, 3, 4, & 5 . They admit the plaintiff's one-seventh share on the basis of the Deed of Gift, but they contend that Sahubzada Surahyer Alam having migrated to Pakistan he has no authority to sell the property. They also challenge the aforesaid sale Deed as void being without any consideration. They also attacked the sale deed executed by Sayad Nur Alam in favour of the plaintiff on the ground that the latter exercised undue influence on him and that the sale was without any consideration.

Parties went to the trial on the followsing issues:-

1. Is the suit property valued ?

2. Is the suit maintainable as framed ?

Schedule	of the copy
Applic	5.02
Fo	12.00
A	5.00
E	355.00
Se Duty 300 200 50	550.00
Tracing	
Other Fees	927.02

(281)

20.02.21 09.03.21 09.03.21 20.03.21 25.03.21

ER- 132/21. // 1 //

District 24 Parganas(South).

In the Court of Ld. 3rd Civil Judge(Sr. Divn.) at Alipore.

Case No. T.S. 88/62.

MRN Manjilat Ara Begum.....PLAINTIFF

-VS-

Maqbul Alam & Others.....DEFENDANTS.

HIGH COURT FORM NO.(J) 2.

HEADING OF JUDGEMENT IN ORIGINAL SUIT

Present:- Sri A. K. Bhattacharji.

Wednes day the 26th day of June 1968

1. Manjilat Ara Begum.....Versus.....1, Md. Maqbul Alam 2. S. Mohammad Sayed Alam & Ors.

THissuit/case coming on for final hearing on 18.6.68 "torn" in the presence of

Sm. Sikharani Dutta "torn" "torn"

and

Sri Asoka Kumar Ganguly.....Advocate for Defendant

and having stood for consideration to this day, the court delivered the following judgement:- This is a suit for partition of the property described in the schedule to the plaint. The plaintiff's case is that the suit property originally belonged to her grand- mother Sahebjadi Anjunanara Begum and that she by a deed of gift transferred the same to the parties to the suit. The plaintiff got one-seventh share of the