

O/C  
16-01-18

District: North 24-Parganas

N.D-22-6-18

Before the Civil Judge (Jr. Division) 1<sup>st</sup> Court at Barasat

Title Suit No. 37 of 2018

**MOSTAFA MOLLA**, son of Late  
Sajat Ali Molla, residing at  
Kalikapur, P.S. Rajarhat, District :  
North 24-Parganas.

.... Plaintiff

-versus-

**RISHINOX BUILDCON LLP**, a  
proprietorship firm, being  
represented by its proprietor Sri Anil  
Agarwal, son of Sri Mahabir Prasad  
Agarwal, having its registered office  
at DLF Galleria, Unit No.306, AA-  
1B, Premises No.02 0124, PIN -  
700156, P.S. New Town.

.... Defendant

**Suit for Declaration and for Permanent Injunction**  
valued at Rs.                    + Rs.            = Rs.            only.

**The plaintiff above named states as follows :**

1. That all the piece and parcel of lands within P.S. Rajarhat, Mouza - Kalikapur, JL No.40, Touzi No.173, Hal Touzi No.10, within L.R. Khatian no.37, being R.S.Plot No.1082 containing an area of 03 sataks of land including its easementary right belonged to Azibar Rahaman. While such Azibur Rahaman was in so exclusive possession his name was so recorded in L.R.Settlement Record of Rights being L.R.Settlement Khatian No.37, being <sup>L.R.</sup> Dag No.1082 of <sub>A</sub> Mouza Kalikapur, District : North 24-Parganas.

For showing the bonafidies of such statement the plaintiff craves leave to refer the copy of Information Slip showing the recording the name of Azibar Rahaman at the time of trial of the suit.

2. That while said Azibar Rahaman was in so exclusive possession in respect of the same Azibar Rahaman died leaving behind widow Amena Bibi and two sons Saukat Middey and Ohid Middey as his legal heirs and successors and by virtue of inheritance while such Amena Bibi, Saukat Middey and Ohid Middey were in so joint possession in respect of the same they executed and registered a power of attorney in favour of Abedin Middey dated 22.01.2006

and by virtue of such power of attorney Abedin Middey became the power of attorney holder and used to look after the property on behalf of the owners.

For showing the bonafities of such statement the plaintiff craves leave to refer the Power of Attorney executed on 22.01.2006 appointing Abedin Middey as the power of attorney holder of Amena Bibi and two others at the time of trial of the suit.

3. Thereafter, Amena Bibi and two others intended to sell out their property jointly and the plaintiff intended to purchase the same at the then highest market price and on receipt of such consideration amounting to Rs.80,000/- from the plaintiff the said Abedin Middey for and on behalf of said Amena Bibi and two others caused execution and registration of the Deed of sale on 09.06.2010 in favour of the plaintiff and delivered vacant and peaceful possession thereof in favour of the plaintiff.

The plaintiff craves leave to refer the said deed of sale dated 09.06.2010 as executed and registered by Abedin Middey for and on behalf of Amena Bibi, Saukat Middey and Ohid Middey at the time of trial of the suit.

4. That the defendant has no iota of title in respect of the properties as referred above and the defendant is doing the business for making construction of multi-storeyed building and practically involved in the land speculation and promotion business. The defendant gave proposal to the vendor of the plaintiff to sell out the properties as referred above in its favour so that it would be convenient for the defendant company to raise the construction of multi-storeyed building and at the relevant point of time it had been disclosed by the plaintiff that he already purchased the property as referred above from Amena Bibi & 2 others through their Power Of Attorney Holder Abedin Middey by virtue of registered Deed of Sale dated 09.06.2010 and on hearing the same the defendant also gave proposal to the plaintiff to enter into joint venture agreement with the defendant with a view to making construction of multi-storeyed building within such L.R. Dag No.1082 of mouza Kalikapur. But, as the plaintiff acquired such property for the purpose of construction of his residential unit, for such reason, he specifically told the defendant that he would not make transfer of the same or he will <sup>not</sup> enter into any such joint venture agreement with the defendant and on refusal to do so by the plaintiff, the defendant became furious and specifically told the plaintiff that the defendant will not allow the plaintiff to

the properties as referred above which are more specifically described in Schedule - A of this plaint and the defendant threatened the plaintiff that the defendant will somehow dispossess the plaintiff from the same so that the plaintiff will under compelling circumstances transfer the said property in favour of the defendant or to enter into any agreement of joint venture with the defendant. The A schedule properties are the subject matter of the instant suit.

5. That the plaintiff submits that as the plaintiff is still now in exclusive possession in respect of the A schedule property and for the purpose of dispossessing the plaintiff from the A schedule property the defendant already engaged some anti-socials and also with a view to raising some temporary structure already stored some building materials in front of the A schedule property and the defendant along with its antisocial are now threatening the plaintiff that they will somehow erect the temporary structure over the A schedule property by dispossessing the plaintiff's peaceful possession over the same and will change the nature and character of the same. It is needless to mention here that the A schedule property is still now vacant land and the plaintiff is still now in possession in respect of the same.

6. That the aforesaid acts threatening at the end of the defendant and engaged antisocial clouds the plaintiff's civil right to property, for such reason, the plaintiff, under compelling circumstances file the instant suit for the reliefs as sought for.
7. That the plaintiff submits that the plaintiff is a law abiding citizen of India and is living from hand to mouth and on the other hand the defendant is a big promoter and have some antisocial elements in its clutch. Taking advantage of such position if the defendant with an ulterior motive and intention be able to disturb the plaintiff's peaceful possession over the A schedule property and/or if the defendant be able to raise any temporary construction over the A schedule property by dispossessing the plaintiff from the same and/or if the defendant be able to change the nature and character of the same, in such situation, the plaintiff will suffer irreparable loss and injury which cannot be compensated by money value and in that case the plaintiff's civil right to property will be infringed and jeopardized and multiplicity of suits will arise.
8. That the cause of action of this suit arose on 07.01.2018 i.e. on the day of threatening by the defendant at mouza : Kalikapur, within P.S. Rajarhat, District : North 24-Parganas and as such this court

has ample power and jurisdiction to try and adjudicate the instant suit.

9. That for the purpose of jurisdiction and court fees the suit is valued at Rs.                      for declaration and Rs.                      for permanent injunction and court fees are paid under Section 7(iv)b of the Court Fees Act.

The plaintiff therefore prays :

- (a) A decree of declaration of plaintiff's right, title and interest over the suit properties.
- (b) An order of permanent injunction may be passed against the defendant and/or its men and agents from restraining the defendant and/or its men and agents from disturbing the plaintiff's peaceful possession and/or from dispossessing the plaintiff from the same and/or from erecting any kancha structure over the suit property by changing its nature and character.
- (c) For all costs of the suit

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(d) For all other relief/reliefs as the plaintiff,  
in law and equity is entitled to get.

**SCHEDULE 'A' Above referred to**

**(Suit Property)**

That all the piece and parcel of lands within P.S. Rajarhat, Mouza -  
Kalikapur, JL No.40, Touzi No.173, Hal Touzi No.10, being C.S. Khatian  
No.37, being R.S. <sup>and L.R</sup> Plot No.1082 being L.R. Settlement Khatian No.37  
containing an area of 03 sataks of land including its easement and  
appurtenances thereto which are butted and bounded as follows :

On the North	-	Golam Rasul Dhali (Dag No - 1083)
On the South	-	Portion of Dag No.1082
On the East	-	8 ft. Panchayat Road
On the West	-	Hal R.S. Plot No.1080

**VERIFICATION**

I, MOSTAFA MOLLA, the plaintiff herein, do hereby verify that the  
statements made herein above are true to the best of my knowledge and I  
sign this verification on \_\_\_\_\_ before this Ld. Court.



AFFIDAVIT

I, **MOSTAFA MOLLA**, son of Late Sajat Ali Molla, residing at Kalikapur,  
 P.S. Rajarhat, District : North 24-Parganas, aged about 58 years,  
 by faith - Muslim, by occupation - Business, do hereby solemnly  
 affirm and state as follows :-

1. That I am the plaintiff of the instant suit
2. That I am well conversant to the facts and circumstances of the case and as such I am competent to affirm this affidavit.
3. That the statements made in paragraphs 1 to of the plaint are true to my knowledge and rest thereof is my respectful submissions before this Learned Court.

Prepared in my office

Advocate

Deponent  
 Known to me and identified by me

Advocate's clerk