

16.03.2021
Ct. No.9
S/L No.3
KS

**S.A. 410 of 2016
With
IA No.CAN 4 of 2020
+
IA No. CAN 5 of 2020**

**Dhirendranath Das
Vs.
Labu Dasi (since deceased) represented by Naru Das &
Ors.
(Via Video Conference)**

Mr. Chittapriya Ghosh
Ms. KomalSingh

.....For the Appellant

Ms. Priyanka Saha

.....For the Respondents

IA No.CAN 5 of 2020

This is an application for urgent hearing and the application being, IA No.CAN 5 of 2020 is disposed of by taking up IA No. CAN 4 of 2020 for urgent hearing and consideration.

IA No.CAN 4 of 2020

This is an application for recording compromise.

The brief facts as it emerged from the application is that the predecessor-in-interest of the applicant nos.2 and 3 namely, Smt. Labu Dasi, since deceased, as the plaintiff

had filed a suit for declaration of title and permanent injunction in the Court of the Civil Judge, Junior Division at Suri, Birbhum registered as Title Suit No.100 of 2006 and the said suit was dismissed by a judgment and decree dated 29.08.2012.

Being aggrieved, the plaintiff preferred an appeal being, Title Appeal No.5 of 2013 in the Court of learned Civil Judge, Senior Division, Suri, Birbhum and the Appeal Court below was pleased to set aside the judgment of the Trial Court by its judgment dated 28.01.2015 declaring the plaintiffs right, title and interest in respect of the suit property and restraining the respondents from dispossessing the plaintiff from the suit property by a decree of permanent injunction. The applicant no.1/the defendant no.1 being aggrieved by and dissatisfied with the said appellate judgment and decree preferred the instant appeal being, S.A. 410 of 2016. The appeal was admitted on formulation of substantial questions of law for its hearing.

Now, at this stage, with the well wishers and of common friends, the applicants have amicably settled their disputes in respect of the suit property.

It has been categorically admitted that the entire suit properties i.e. Schedule – ‘A’ and Schedule – ‘B’ property belonged to one, Kalo Bayan, since deceased, who had gifted the entire suit property to her daughter, Labu Dasi, the original plaintiff by a Deed of Gift being no.8770 of 1988. The parties have admitted that the said Labu Dasi, the predecessor-in-interest of the applicant nos.2 and 3 by virtue of a Deed of Gift being no.704 of 1990 transferred half share of the suit properties i.e. Schedule – ‘A’ and Schedule – ‘B’ in favour of the applicant no.1/defendant no.1. The applicants no.2 and 3 admit and declare that said deed of gift being no.704 of 1990 registered with the Additional District Sub-Registrar, Suri, Birbhum is valid and binding upon the parties to the suit.

The parties have further admitted that the said Labu Dasi by another deed of sale being no.3324 of 2002 transferred rest half share in Suit Plot No.904 of 1984 in favour of the defendant no.1/appellant no.1 and the said deed is being admitted by the plaintiff/appellant nos.2 and 3 as valid and binding upon the parties to the suit.

Accordingly, the applicants have admitted and acknowledged that by virtue of the aforesaid deeds, the

applicant no.1 becomes the lawful owner and possessor of the entire suit plot no.904 measuring about 8 decimals and plot no.1984 measuring about 3 decimals and the applicants no.2 and 3 have no right, title and interest over the said plot of land. In regard to plot no.1797 measuring about 12 decimals and plot no.2080 measuring about 15 decimals out of 29 decimals situated at Mouza – Purandarpur, J. L. No.63, L. R. Khatian No.1440 and Part 'B' Schedule property in view of the deed of gift being No.704 of 1990 are jointly owned and possessed by the applicant no.1 having half share and the applicant nos.2 and 3 jointly having half share therein. Thus, the parties to the suit have admitted that the defendant no.1/applicant no.1 by virtue of a registered deed of sale dated 29.01.2002 transferred his half share in the suit plot no.1797 in favour of the original plaintiff namely, Labu Dasi being the predecessor-in-interest of applicant nos.2 and 3. Accordingly, the applicant namely, 2 and 3 become the absolute owner of the entire plot of 1793 measuring about 21 decimals appertaining to J.L. No.63, L.R. Khatian No.1440 of Mouza Purandarpur and the applicant no.1 has no right, title, interest and possession over the same.

The defendant no.1/applicant no.1 categorically admitted and declared that such deed of sale dated 29.01.2002 is valid and binding upon the parties to the suit. It is also categorically admitted by the applicants that the Plot No.2075 measuring about 2 decimals out of 17 decimals situated at Mouja – Purandarpur, J. L. No.63, L. R. Khatian No.1440 and part of 'B' Schedule property was sold to the wife of Tulshi Sadhu jointly by the applicant no.1 and the predecessor in interest of the applicant no.2 and 3 namely, Labu Dasi, since deceased by registered deed of sale dated 29.01.2002 and relinquished their right, title and interest over the said plot of land. The parties to the suit categorically admitted and declared such deed of sale is valid and binding upon the parties.

Accordingly, the applicants being the parties to this appeal have prayed for a decree in terms of compromise arrived by and between them in respect of properties more specifically mentioned in paragraph 19 of the application.

Having heard learned advocate for the parties and in consideration of the terms of settlement as discussed above and the terms being sufficient, legal and valid,

the instant appeal being SA/410/2016 (*Dhirendranath Das Vs Labu Dasi & Ors.*) is allowed and decreed in terms of compromise and the application being IA No.CAN 4 of 2020 be made part of the decree.

Thus, the appeal being SA 410 of 2016 is disposed of. The applications being, IA No.CAN 4 of 2020 and IA No.CAN 5 of 2020 stand disposed of accordingly.

Parties to bear their respective costs.

Certified website copies of the judgment, if applied for, be made available to the parties, subject to compliance with all requisite formalities.

(SHIVAKANT PRASAD, J.)