

IN THE HIGH COURT OF JUDICATURE AT PATNA
SECOND APPEAL No.248 of 2017

(Against the judgment and Decree dated 19-04-2017 passed by the 1st Additional District Judge, Naugachia in Title Appeal No.85 of 2014 allowing the appeal and setting aside the Judgment and decree dated 11.03.2014 passed by the Sub Judge -1st Naugachia in Title Suit No.39 of 2008.)

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- 1.1. Putul Devi, Wife of late Subas Chandra Sah@ Subhash Chandra Sah,
Resident of Village- Amarpur, Post Office- Amarpur, Police Station- Bihpur,
District-Bhagalpur.
- 1.2. Neeraj Kumar Sah, Son of late Subas Chandra Sah@ Subhash Chandra Sah,
Resident of Village- Amarpur, Post Office- Amarpur, Police Station- Bihpur,
District-Bhagalpur.
- 1.3. Ravi Kumar Sah, Son of late Subas Chandra Sah@ Subhash Chandra Sah,
Resident of Village- Amarpur, Post Office- Amarpur, Police Station- Bihpur,
District-Bhagalpur.
- 1.4. Mohit Kumar Sah, Son of late Subas Chandra Sah@ Subhash Chandra Sah,
Resident of Village- Amarpur, Post Office- Amarpur, Police Station- Bihpur,
District-Bhagalpur.

... .. Appellant/s

Versus

Bimal Kumar Sah son of Late Dewal Sah, resident of Village- Athania, Post
Office and Police Station- Kharik, District- Bhagalpur.

... .. Respondent/s

Appearance :

For the Appellant/s : Mr. Waliur Rahman, Advocate

Mr.Rajesh Kumar, Advocate

For the Respondent/s : Mr. Nand Kishore Prasad Sinha, Advocate

CORAM: HONOURABLE MR. JUSTICE KHATIM REZA
CAV JUDGMENT

Date : 24-11-2025

Heard Mr. Waliur Rahman, learned counsel assisted by
Mr. Rajesh Kumar, learned counsel for the appellants and Mr.
Nand Kishore Prasad Sinha, learned counsel for the respondent.



2. This Second Appeal has been preferred by the defendant-appellant against the judgment and decree dated 19.04.2017 passed in Title Appeal No. 85 of 2014 by the Court of the learned 1st Additional District Judge, Naugachia (Bhagalpur), whereby the judgment and decree dated 11.03.2014 passed in Title Suit No. 39 of 2008 by the learned Sub Judge 1st, Naugachia (Bhagalpur), has been reversed.

3. At the time of admission of the present appeal under Order *XLI Rule 11* of the Code of Civil Procedure, the following substantial question(s) of law were formulated for determination:-

“(I) Whether the judgment and decree of learned lower appellate court is legally sustainable in view of the fact that the plaintiff himself stated in his plaint that after unregistered agreement for sale dated 02.11.2007, also delivery the possession of suit land to him?

II. Whether the suit of the plaintiff is not hit by the provisions of section 53-A of the TP Act and Section 17(1-A) of the Registration Act?

III. Whether unregistered agreement for sale dated 02.11.2007 executed along with delivery of possession is mandatory to register under Section 17(1-A) of the Indian Registration Act for the purpose of Section 53-A of the T.P. Act would



be enforced before the Court of law?

IV. Whether the learned lower appellate court has an authority to deviate from the case as made out by the plaintiff in his plaint where as no averment is there that the sale deed dated 21.10.2002, is not only a sale deed, but also taken to be the registered agreement for sale for remaining land of the defendant, and unregistered agreement for sale deed is only the extension of the date for Execution of sale deed in pursuant to sale deed dated 21.10.2002?"

4. The respondent herein was the plaintiff before the learned Trial Court, whereas, the original appellant was the defendant in the proceedings before the Trial Court.

5. The case of the plaintiff-respondent, in brief, is that on 28.10.2007, the defendant-appellant represented to the plaintiff as owner in possession of a piece of land measuring 1 acre 53 decimals, appertaining to Khata No. 34 (new)/ Khata No. 18 (old), Plot No. 27 (new)/ Plot No. 35 (old), situated in Mouza-Karimchak, Thana No. 112 and he has full right and title to transfer the same, as detailed in Schedule 'A' of the plaint, having definite boundaries. It was further pleaded that the total area of land under old Khata No. 18 / new Khata No. 34 and old Plot No. 35 / new Plot No. 27 measured 2 acres 40 decimals, out of which the plaintiff had previously purchased 87 decimals



from the defendant-appellant by a registered sale deed executed on 21.10.2002 upon payment of full consideration amount. Subsequently, on 02.11.2007, an agreement for sale was entered into between the plaintiff and the defendant for purchase of the suit land for a total consideration of Rs. 75,000/-. The defendant-appellant executed a deed of agreement after receiving Rs. 65,000/- in cash towards part consideration and delivered possession of the suit land to the plaintiff. It was agreed that the balance consideration amount of Rs. 10,000/- would be paid at the time of execution and registration of the sale deed. The agreement further stipulated that the defendant would execute and register the sale deed in favour of the plaintiff on or before 28.02.2008, upon receipt of the balance amount. It was stipulated that if the defendant fails to execute the sale deed, the plaintiff would be entitled to have the sale deed executed through the process of the Court. The plaintiff has stated that he has always been and still ready and willing to perform his part of the contract, including payment of the balance sum of Rs. 10,000/-. The plaintiff approached the defendant several times in February 2008, requesting execution of the sale deed, but the defendant kept him in dark on one pretext or the other and ultimately, on 28.02.2008, the defendant



refused to execute the sale deed. Thereafter, the plaintiff sent a pleader's notice dated 01.03.2008 to the defendant in respect of the sale deed, but the defendant did not reply. Hence, the plaintiff instituted the aforesaid Title Suit for declaration that the agreement for sale dated 02.11.2007 executed by the defendant is valid and genuine document and for a further direction to the defendant to execute and register the sale deed in favour of the plaintiff after receiving the balance consideration of Rs. 10,000/- failing which the sale deed be executed through the process of the Court.

6. On summons, the defendant appeared and filed his written statement and contested the suit. Apart from the ornamental objections, the defendant vehemently challenged the maintainability of the suit, contending that it is barred under the provisions of the Registration Act, 1908 (for short 'the Act') as the plaintiff has claimed possession on the basis of an unregistered agreement to sell. It was asserted that such an unregistered agreement, being compulsorily registrable, attracts the bar under Section 53A of the Transfer of Property Act (for short ' the T.P.Act'), and therefore, the suit is not maintainable in law. The defendant further denied the allegation that on 28.10.2007 he represented to the plaintiff that he was the owner



and in possession of 1.35 acres of land and has full right and title to transfer the same, as described in Schedule 'A' of the plaint. It was, however, pleaded that within Mouza- Karimchak, the defendant is the owner and in possession of land measuring 2.40 acres, appertaining to Old Khata No. 18 / New Khata No. 34, Old Plot No. 35 / New Plot No. 27, which he had acquired through a registered sale deed dated 10.12.2001. The defendant claims to have absolute right, title and possession over the said 2.40 acres of land, out of which 87 decimals has been sold to the plaintiff for a consideration of Rs. 40,000/- by a registered sale deed dated 21.10.2002. The defendant categorically denied that any agreement for sale was entered into between the parties on 02.11.2007 for a consideration of Rs. 75,000/- or that he had received Rs. 65,000/- in cash and delivered possession of the suit land, or agreed to receive the balance amount of Rs. 10,000/- at the time of execution of the sale deed. All such assertions of the plaintiff were specifically denied as false and fabricated.

7. The defendant's further case is that the plaintiff's claim, being based on an unregistered agreement to sell is untenable in law. It is contended that the alleged agreement under which the plaintiff claims to have obtained possession of



the suit land, falls within the ambit of Section 53A of the T.P Act, and therefore requires compulsory registration under Section 17(1-A) of the Act. It is further pleaded that in absence of registration, such a document has no legal effect and is inadmissible in evidence. The defendant asserts that the plaintiff's alleged possession on the basis of the said agreement to sell is legally untenable. The defendant categorically denies the existence of any agreement for sale between the parties and consequently, disputes the plaintiff's plea regarding his readiness and willingness to pay the balance amount of Rs. 10,000/-. It is further contended that when no such agreement ever existed, the question of the plaintiff having approached the defendant to execute a sale deed by 28.02.2008 does not arise. The defendant, thus, submits that the plaintiff has no cause of action for filing the present suit and is not entitled to any relief whatsoever.

8. The learned Trial Court, on the basis of the pleadings of the parties, framed issues for determination of the suit. After hearing the parties and considering the materials on record, the learned Trial Court dismissed the plaintiff-respondent's suit holding that the agreement to sell, in question, was not a valid or genuine document and has no legal



effect in view of the provisions of Section 53A of the T.P Act as well as Section 17(1-A) of the Act. The Court further held that the plaintiff had no valid cause of action for filing the instant suit and that the suit, as framed, was not maintainable.

9. Being aggrieved by the judgment and decree of the learned Trial Court, the plaintiff-respondent preferred Title Appeal No. 85 of 2014 before the 1st Additional District Judge, Naugachia (Bhagalpur). The learned First Appellate Court, after hearing the parties as well as considering the materials on record, decreed the suit and set aside the judgment and decree of the learned Trial Court and, accordingly, allowed the appeal of the plaintiff-respondent.

10. The learned First Appellate Court, while deciding the appeal held that there was no violation of Section 17(1-A) of the Act or Section 53A of the T.P. Act. It further held that the said provisions were not attracted in the present case. The Court observed that Ext. 1 sale deed dated 21-10-2002 was not merely a sale deed but can also be considered as a registered agreement for sale of the remaining land of the vendor (defendant). In pursuance of the registered sale deed, the unregistered agreement for sale between the parties was executed only with a view to extend the date of registration of the sale deed.



Therefore, it could not be said that the agreement for sale was an unregistered document, rather, it was merely for extension of the date of execution. The Court further observed that on the basis of unregistered agreement for sale the Land Possession Certificate dated 29-03-2008 (Ext. 5) was granted by the Circle Officer, Kharik, which proved that the plaintiff-appellant is in possession of the entire land measuring 2 acres and 40 decimals and had paid rent up to the year 2007-2008.

11. On the basis of above findings, the learned First Appellate Court held that the plaintiff has been in possession of the entire land of Khata No. 34, Khesra No. 27, measuring 2 acres and 40 decimals since the execution of the registered sale deed dated 21.10.2002. This sale deed remained unchallenged. The Court further observed that the plaintiff-appellant has always been ready and willing to perform his part of the contract including payment of the remaining balance consideration to the defendant-respondent. However, the defendant-respondent failed to produce any authentic documents to negate the plaintiff's case. The learned Trial Court did not properly appreciate the evidence submitted by the plaintiff-appellant and erred in dismissing the suit. Consequently, the judgment and decree of the Trial Court could



not be sustained. The First Appellate Court, therefore, set aside the judgment and decree dated 11.03.2014 and allowed the plaintiff's appeal. The plaintiff's suit was decreed with costs.

12. Accordingly, the suit of the plaintiff was decreed with costs and it was declared that the agreement for sale dated 02.11.2007 entered into pursuant to the terms of the registered sale deed dated 21.10.2002 (wrongly mentioned as 02.11.2007) is a valid and genuine document. The defendant-respondent was directed to execute the sale deed after receiving the remaining consideration amount of Rs. 10,000/- from the plaintiff-appellant within two months from the date of judgment. In the event of default, the plaintiff shall be at liberty to get the sale deed executed through the process of the Court.

13. Aggrieved by the judgment and decree of the learned First Appellate Court dated 19.04.2017 in Title Appeal No. 85 of 2014, the defendant-respondent-appellant has filed the present Second Appeal.

14. Learned counsel for the appellants submitted that the learned First Appellate Court failed to consider and appreciate that the original defendant, namely Subas Chandra Sah @ Subhash Chandra Sah, had denied execution of the agreement to sell. It was, therefore, the bounden duty of the



plaintiff to prove the execution beyond all doubt, which he failed to do. The learned First Appellate Court erred in not appreciating this fact. Learned counsel further argued on the first substantial question of law and submitted that on 02.11.2007, the plaintiff and defendant entered into a contract for the purchase of the suit land for a total consideration of Rs. 75,000/-. An unregistered deed of agreement was executed by the defendant after receiving Rs. 65,000/- and the possession of the suit land was delivered to the plaintiff. The balance consideration of Rs. 10,000/- was to be paid at the time of execution of the registered sale deed. It was further submitted that from bare perusal of paragraph 3 of the plaint reveals that the plaintiff himself admitted that after the execution of the agreement to sell (Ext. 2), possession of the suit land was delivered. Therefore, Ext. 2 ought to have been registered. In view of a conjoint reading of Section 53-A of the T.P. Act read with Section 17(1-A) of the Act, its registration was necessary. The finding of the learned First Appellate Court that the agreement to sell (Ext. 2) is merely an extension of Ext. 1 (the registered sale deed dated 21.10.2002) is unsustainable. By overlooking Section 53-A of the T.P. Act and Section 17(1-A) of the Act, the learned First Appellate Court erroneously conferred



a benefit that is not supported by law.

15. Learned counsel for the appellants advanced his arguments on the substantial questions of law Nos. (II) and (III) and submitted that the suit has been filed only on the basis of the agreement to sell dated 02.11.2007 followed by delivery of possession. As per the admitted case of the plaintiff, the suit is clearly hit by Section 53-A of the T.P. Act read with Section 17(1-A) of the Act. It is further argued on the substantial question of law No. (IV) that the plaintiff's case is based only on Ext. 2 (unregistered document) dated 02.11.2007. There is no pleading in the plaint suggesting that Ext. 1 dated 21.10.2002 was extended by Ext. 2. It is evident from paragraphs 2 and 3 of the plaint that the plaintiff entered into a fresh unregistered agreement dated 02.11.2007, which was followed by delivery of possession. There is not a single statement indicating that Ext. 2 is an extension of Ext. 1. Despite this, the learned First Appellate Court, while reversing the judgment of the Trial Court held that Ext. 2 dated 02.11.2007 is an extension of Ext. 1 dated 21.10.2002, which goes beyond the case set up by the plaintiff. Learned counsel for the appellants further submitted that the learned First Appellate Court erred in holding that Ext. 1 not only amounts to a registered sale deed,



but also includes a registered agreement to sell of the remaining land of the vendor/defendant. The learned First Appellate Court failed to take into consideration that Ext. 1 mentions 31.12.2003 as the date for performance of the execution of the sale deed. In view of Article 54 of the Limitation Act, the period of limitation expired on 31.12.2006, whereas the suit was filed on 29.04.2008. Ext. 2 which was executed on 02.11.2007, bears no resemblance to Ext. 1, and if Ext. 1 alone is considered, the suit is barred by limitation. Learned counsel further submitted that the learned Trial Court specifically held that the signatures on Ext. 1 (registered sale deed) and Ext. 2 (unregistered agreement to sell dated 02.11.2007) are different. The genuineness of Ext. 2 is, therefore, in doubt, making the very foundation of the suit doubtful. Despite this, the learned First Appellate Court reversed the Trial Court's judgment without any cogent evidence contrary to the provisions of Order XLI Rule 31 of the Code of Civil Procedure. The onus to prove that Ext. 2 dated 02.11.2007 is genuine lies on the plaintiff, who completely failed to discharge this burden.

16. *Per contra*, learned counsel for the plaintiff-respondent submitted that the defendant-appellant has not challenged the registered sale deed dated 21.10.2002 (Ext.1) till



date. On perusal of the recitals of Ext.1, it appears that after selling a portion of the land to the plaintiff-respondent for a consideration of Rs. 40,000/-, the defendant-appellant admitted that 87 decimals of land out of 2 acres 40 decimals, measured from the eastern side, were transferred to the vendee. Ext.1 further records that the remaining land of the vendor in the said Khata and Khesra was agreed to be sold to the vendee (plaintiff-respondent) by 31.12.2003 through a registered sale deed. It is, therefore, evident that Ext.1 not only operates as a sale deed but also consists a registered agreement to sell the remaining land of the defendant-appellant. The unregistered agreement for sale (Ext.2) executed subsequently was entered into merely to extend the date for registration of the remaining sale. Consequently, Ext.2 cannot be treated as an unregistered document in isolation; it is mere an extension of the date. Accordingly, there is no violation of Sections 17(1-A) of the Act and 53(1-A) of the T.P. Act. Learned counsel further submitted that perusal of Ext.5, the Land Possession Certificate, which has not been denied by the defendant-appellant, shows that the plaintiff is in possession of the entire 2 acres 40 decimals as per the sale deed dated 21.10.2002. This sale deed is not only a sale deed but can also taken to be the registered



document of sale of the remaining land of the defendant-appellant, and the agreement to sell is only an extension of the date of execution of sale pursuant to the registered sale deed dated 21.10.2002. Hence, Section 53-A of the T.P. Act and Section 17(1-A) of the Act are not attracted in this case.

17. It is also accepted that a non-registered document of sale of immovable property can validly form the basis for specific performance of an agreement of sale, even though not registered, by virtue of the explanation to Section 17(2) and the proviso to Section 49 of the Act. Reliance has been placed in the case of ***Radha Krishna Prasad versus Ram Bilas Prasad***, reported in **2024 (4) PLJR 672**. In the said judgment, this Court has relied upon a decision of the Hon'ble Apex Court in the case of ***R. Hemlata vs. Kashturi***, reported in **2023 SCC OnLine SC 381**, wherein the Hon'ble Apex Court held that "*the unregistered agreement to sell in question shall be admissible in evidence in a suit for specific performance and the proviso is an exception to the first part of Section 49*". In ***K.B. Saha and Sons Pvt. Limited vs. Development Consultant Limited***, reported in **(2008) 8 SCC 564**, the Hon'ble Supreme Court has held "*that a document is required to be registered, but if unregistered can still be admitted in evidence of a contract in a*



suit for specific performance”.

18. Learned counsel for the plaintiff-respondent submitted that during the pendency of the appeal, a *status quo* order was passed on 26.09.2004 to maintain the *status quo* by both the parties. It is also mentioned that during the pendency of the appeal, the defendant-appellant executed two sale deeds on 25.03.2023 and 01.07.2023 with respect to 4 decimals and 8 decimals of land respectively without the permission of this Court, and that those sale deeds be declared to be *lis pendens* by passing a judicial order. Thus, the learned First Appellate Court rightly decreed the suit in favour of the plaintiff-respondent.

19. Having considered the submissions advanced on behalf of the parties and having perused the impugned judgment as well as the substantial questions of law framed by this Court in the present appeal, it becomes necessary before deciding the said substantial question of law to examine the two documents; the first is the registered sale deed dated 21.10.2002 (Exhibit-1) executed by the defendant-appellant in favour of the plaintiff-respondent with respect to 87 decimals of land bearing Khata No. 34, Plot No. 27 and the second is Exhibit-2, an agreement to sell dated 02.11.2007 with respect to 1 acre 53 decimals of land of the same khata and plot.



20. Firstly, I would examine the Ext. 1, the registered sale deed dated 21.10. 2002. From perusal of Exhibit-1, it would appear that Column No. 5 of the sale deed describes the property sold is 87 decimals. The recital further mentions that after receiving of the consideration amount, 87 decimals of land were sold and possession was delivered to the vendee. The last portion of the recital states that the vendor was in possession of 2 acres 40 decimals of land out of which 87 decimals situated on the western side were being sold to the vendee. On the eastern side, the vendor's residential house, together with the cattle-shed, manger and a *Mahaveer Mandir* are situated. It was further stated that excluding these structures, the vendor agreed to sell the remaining portion of the plot at the same rate as on the date of the sale deed and that the vendee would get the sale executed by 30.12.2003. It is, thus, clear from Exhibit-1 that possession was delivered only with respect to 87 decimals and not the entire 2 acres 40 decimals. It is also evident that no advance money was paid for the remaining portion of the land, which was to be executed by 31.12.2003. Moreover, no specific area or boundaries of the remaining land (excluding the residential and cattle-shed area) were mentioned in Exhibit-1.

21. So far as the Ext. 2 dated 02.11.2007 is



concerned, it is an agreement to sell with respect to 1 acre 53 decimals of land of Khata No. 34 (new)/Khata No. 18 (old), Plot No. 27 (new)/ Plot No. 35 (old), with definite boundaries. Column No.4 of the said Exts. specifies the consideration amount of Rs. 65,000/- whereas, the recital of the said Ext. states the consideration amount as Rs. 75,000/- out of which Rs. 65,000/- was received by the vendor at the time of execution of the agreement and the balance amount of Rs. 10,000/- was to be paid at the time of execution of the registered sale deed. The last date for payment of balance amount of Rs. 10,000/- was fixed as 28.02.2008. From perusal of the recital of Exhibit-2, it appears that there is no mention about the sale deed executed in favour of plaintiff-respondent (Exhibit-1), neither any discussion about agreement of the suit land nor about the delivery of possession of the land in question. Thus, Exhibit-2 is a fresh agreement with regard to the suit land distinct from Ext. 1. The plaintiff-respondent's case that Exhibit-2 is part of Exhibit-1 is untenable. Neither Exhibit-1 nor Exhibit-2 establishes delivery of possession of the suit land (1 acre 53 decimals). Exhibit-1 conveyed possession only with respect to 87 decimals of land. There is no mention of delivery of possession of the remaining 1 acre 53 decimals in Exhibit-1,



and Exhibit-2, likewise, contains no recital of possession. The two documents (Exhibits-1 and 2) are entirely distinct with different terms. Exhibit-2 cannot be treated as a mere extension of time for executing the sale deed as held by the First Appellate Court, rather, Exhibit-2 is a fresh agreement executed after the expiry of the earlier arrangement as mentioned in Ext.1. However, the terms and conditions of a registered document can only be varied or altered by another registered document only. This view has been reiterated in the case of ***Dr. Arun Kumar Singh & Anr. vs. Smt. Radha Devi*** reported in ***2015(3)PLJR 407***. Since Exhibit-2 is an unregistered agreement, the plaintiff-respondent cannot validly base any claim of possession on it. Moreover, Exhibit-2 does not even recite that possession was given, so the plaintiff-respondent's claimed possession of the suit land and any consequential relief for possession is legally unsustainable. Further, the agreement to sell contained in Exhibit-1 expired on 31.12.2003, and Exhibit-2 which was executed later, forms a fresh agreement with entirely new terms with respect to 1 acre 53 decimals of land. Accordingly, any claim of possession based on Exhibit-1 is not legally maintainable. Further, the Trial Court after examining the evidence held that Exhibit-2 is not valid or



genuine. The learned Trial Court compared the defendant's signature on Exhibit-2 with other admitted documents and found that the signature on Exhibit B (family settlement dated 12.11.1986), on Exhibits C and C-1 (progress reports), and on Exhibits C/4 and C/5, differ materially from the signature on Exhibit-2. In the same way, the signature on Exhibit E (sale deed) differs from that on the agreement to sell (Ext. 2). On the basis of both the oral and documentary evidence, the learned Trial Court concluded that Exhibit-2 is neither valid nor genuine. On the contrary, the learned First Appellate Court upheld Exhibit-2 as a valid and genuine document despite the Trial Court's contrary findings without giving any cogent reasons to justify such a reversal. The Appellate Court did not satisfactorily explain how the disputed signatures could be the same as those on the admitted documents. Therefore, its finding on the genuineness of Exhibit-2 is legally untenable.

22. The agreement to sell (Exhibit 2) does not mention that possession of the land was given at the time the agreement was executed. However, in paragraph 3 of the plaint, the plaintiff claimed that the defendant signed an agreement after taking Rs.65,000 in cash and also handed over possession of the land. This claim cannot be accepted as legally valid



because there is no registered document to support it. Exhibit 2 is a fresh agreement and since it does not relate to giving possession, the document in itself is not affected by Section 53A of the T. P. Act or Section 17(1-A) of the Act and it affects the possession. It is also not an agreement meant to extend the date for executing a sale deed. The First Appellate Court's view was misconceived. The plaintiff failed to prove that he paid Rs. 65,000 as advance when Exhibit 2 was signed and he also failed to prove that Exhibit 2 is a genuine document. The learned Trial Court found that the defendant's signature on Exhibit 2 did not tally with his admitted signatures and, therefore, this finding was upheld. Since Exhibit 2 is neither genuine nor valid, the Trial Court had correctly held that the suit, as filed, is not maintainable and decided the case against the plaintiff.

23. In view of the above discussion, it is established that the discretion has been exercised by the learned Appellate Court perversely, arbitrarily and against the judicial principle and, therefore, the judgment of the learned First Appellate Court deserves to be set aside.

24. In the facts and circumstances of the case, the substantial questions of law Nos. (I), (II), (III) and (IV) formulated is answered in favour of the appellants. Accordingly



the impugned judgment and decree dated 19-04-2017 passed by the 1st Additional District Judge, Naugachia, Bhagalpur in Title Appeal No. 85 of 2014 is hereby set aside and the judgment and decree dated 11.03.2014 passed by the Sub Judge -1st Naughchia, Bhagalpur is hereby affirmed. The suit of the plaintiff-respondent is hereby dismissed.

25. In the result, this Second Appeal is allowed.

26. Pending interlocutory applications, if any, shall be disposed of.

(Khatim Reza, J)

shyambihari/-

AFR/NAFR	AFR
CAV DATE	21-08-2025
Uploading Date	27-11-2025
Transmission Date	

