

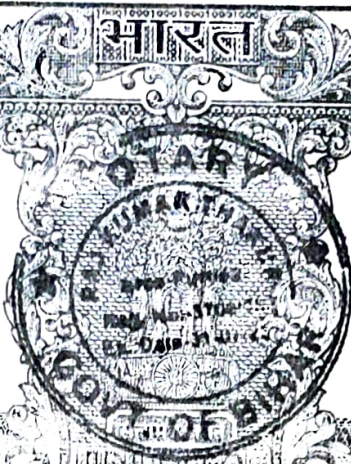
भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु. 1000

ONE THOUSAND RUPEES

Rs. 1000



बिहार BIHAR

पूणियाँ कोषागार वजगृह
निर्गत तिथि:-

06 OCT 2017

प्राधिकृत पदाधिकारी

Arjun Kumar Gaudwal 870 Lake Bishwanath
Choudhary of Narayan hats

As. K. L. R. former to function firm
Bureaus

N 775393

30/10/17

10000-1/10007
Reg. No. - 18634/2019

बैटवारानामा

प्रथम पक्ष - श्रीमति सुधा देवी पति-स्व० बिश्वनाथ चौधरी,
निवासी-मकान सं०-म/22, हाउसिंग कॉलोनी, थाना-बरियातु,
पो०-बरियातु, जिला-राँची (झारखंड), जिसमें हम प्रथम पक्ष व
हमारे उत्तराधिकारीगण सम्मिलित हैं।

द्वितीय पक्ष - श्री कृष्ण कुमार चौधरी पिता-स्व० बिश्वनाथ चौधरी
निवासी-मकान सं०-म/22, हाउसिंग कॉलोनी, थाना-बरियातु,
पो०-बरियातु, जिला-राँची (झारखंड) जिसमें हम द्वितीय पक्ष व
हमारे उत्तराधिकारीगण सम्मिलित हैं।

तृतीय पक्ष- श्री राज कुमार चौधरी पिता-स्व० बिश्वनाथ चौधरी
निवासी-मकान सं०-म/22, हाउसिंग कॉलोनी, थाना-बरियातु,
पो०-बरियातु, जिला-राँची (झारखंड) जिसमें हम तृतीय पक्ष व
हमारे उत्तराधिकारीगण सम्मिलित हैं।

प्रथम पक्ष
श्रीमति सुधा देवी
02/09/2019

द्वितीय पक्ष
श्री कृष्ण कुमार चौधरी
02/09/2019

तृतीय पक्ष
श्री राज कुमार चौधरी
02/09/2019



चतुर्थ पक्ष - श्री पवन कुमार चौधरी, पिता-स्व० बिश्वनाथ चौधरी
निवासी-नवरतन हटा, थाना-खजांचीहाट सहायक, पो०-पूर्णियाँ, जिला-
पूर्णियाँ (बिहार) जिसमें हम चतुर्थ पक्ष व हमारे उत्तराधिकारीगण
सम्मिलित हैं।

प्रथम पक्ष
22/09/2019

पंचम पक्ष - श्री अरुण कुमार जायसवाल पिता-स्व० बिश्वनाथ चौधरी
निवासी-नवरतन हटा, थाना-खजांचीहाट सहायक, पो०-पूर्णियाँ, जिला-
पूर्णियाँ, हाल निवास-महादेवी निवास, युरोपियन कॉलोनी, इन्दिरा गाँधी
स्टेडियम के सामने, थाना-खजांचीहाट, पो०-पूर्णियाँ, जिला-पूर्णियाँ (बिहार),
जिसमें हम पंचम पक्ष व हमारे उत्तराधिकारीगण सम्मिलित हैं।

द्वितीय पक्ष
22/09/2019

निम्नवर्णित सभी शिद्दयुल में निम्नांकित वर्णित सम्पत्ति
यथा जमीन, मकान आदि हम प्रथम पक्ष के पति एवं द्वितीय,
तृतीय, चतुर्थ एवं पंचम पक्षगणों के पिता द्वारा अपने तथा अपने
बड़े पुत्रों के नाम से खरीदी गई थी। उनकी मृत्यु होने के उपरान्त
हम सभी पक्षगण उक्त इजमाल लेख्य सम्पत्ति आपसी सहमति
के आधार पर बिना किसी दबाव व धमकाव के आपस में बँटवारा
कर रहे हैं जो सभी पक्षगण को मान्य होगा।

तृतीय पक्ष
22/09/2019

चतुर्थ पक्ष
22/09/2019

हम पक्षगण अपने-अपने कार्यों में काफी व्यस्त रहते हैं
तथा राँची एवं पूर्णियाँ में रहते हैं जिसमें सम्पत्ति की उचित
देखभाल नहीं हो पाती है अतः निम्नांकित सूची के आधार पर
आपसी सहमति से बँटवारा कर रहे हैं, जिससे कि भविष्य में हम

पंचम पक्ष
22/09/2019



पक्षकारों व हमारे उत्तराधिकारियों के बीच किसी प्रकार का क्लेश,
झंझट व विवाद उत्पन्न न हो सके तथा सभी पक्षगण शांतिपूर्वक
रह सके।

✓ 1. सिड्युल-‘क’

द्वितीय पक्ष श्री कृष्ण कुमार चौधरी पिता-स्व० बिश्वनाथ चौधरी,
निवासी-मकान सं०-म/२२, होल्डिंग नं०-२१५४/२२ वार्ड
नं०-०८, हाउसिंग कॉलोनी, थाना-बरियातु, पो०-बरियातु, जिला-रौंछी
(झारखंड), स्थित मकान के पश्चिमी आधे हिस्से में अपने पूर्ण
स्वामित्व के साथ दखलकार होंगे तथा उक्त हिस्से पर उनका तथा
उनके पुत्र-पोत्रादि का हक बना रहेगा।

✓ 2. सिड्युल-‘ख’

तृतीय पक्ष श्री राज कुमार चौधरी पिता-स्व० बिश्वनाथ चौधरी,
निवासी-मकान सं०-म/२२, होल्डिंग नं०-२१५४/२२ वार्ड
नं०-०८, हाउसिंग कॉलोनी, थाना-बरियातु, पो०-बरियातु, जिला-रौंछी
(झारखंड), स्थित मकान के पूर्वी आधे हिस्से में अपने पूर्ण
स्वामित्व के साथ दखलकार होंगे तथा उक्त हिस्से पर उनका तथा
उनके पुत्र-पोत्रादि का हक बना रहेगा।

प्रथम पक्ष
सुप्रीम
02/09/2019

द्वितीय पक्ष
श्री कृष्ण कुमार चौधरी
02/09/2019

तृतीय पक्ष
श्री राज कुमार चौधरी
02/09/2019

चतुर्थ पक्ष
श्री राज कुमार चौधरी
02/09/2019

पंचम पक्ष
श्री राज कुमार चौधरी
02/09/2019



✓ 3. सिड्युल-‘ग’

चतुर्थ पक्ष श्री पवन कुमार चौधरी पिता-स्व० बिश्वनाथ चौधरी, निवासी-नवरतन हाता, थाना-खजांचीहाट सहायक, पो०-पूर्णियाँ, जिला- पूर्णियाँ (बिहार) के हिस्से में पूर्णियाँ नगरपालिका वार्ड सं०-13, मौजा-मधुबनी, खाता नं०-174, खेसरा नं०-72, 81 एवं 80/2167, रकबा-06 हे० 44 एयर 45 प्वाइंट पर पूर्ण स्वामित्व के साथ दखलकार होंगे तथा उक्त हिस्से पर उनका तथा उनके पुत्र-पोत्रादि का हक बना रहेगा।

प्रथम पक्ष

23/4/2019
02/09/2019

द्वितीय पक्ष

23/4/2019
02/09/2019

✓ 4. सिड्युल-‘घ’

पंचम पक्ष श्री अरुण कुमार जायसवाल पिता-स्व० बिश्वनाथ चौधरी, निवासी-नवरतन हाता, थाना-खजांचीहाट सहायक, पो०-पूर्णियाँ, जिला-पूर्णियाँ (बिहार) के हिस्से में पूर्णियाँ नगरपालिका पुराना वार्ड सं०-17, नया वार्ड नं०-30, मौजा-माधोपाड़ा, थाना नं०-108, खाता नं०-736 क, खेसरा नं०-261/2087, रकबा-06 डी० 01 कड़ी खाता सं०-121, खेसरा सं०-263, रकबा-74 डी० 04 कड़ी खाता सं०-121 खेसरा-264, रकबा-01 डी० 235 वर्गकड़ी खाता-121, खेसरा-269, रकबा-07 डी० 632 वर्गकड़ी खाता-304, खेसरा-269/1891, रकबा-31 डी० जमीन पर पूर्ण स्वामित्व के साथ दखलकार होंगे तथा उक्त हिस्से पर उनका तथा उनके पुत्र-पोत्रादि का हक बना रहेगा।

तृतीय पक्ष

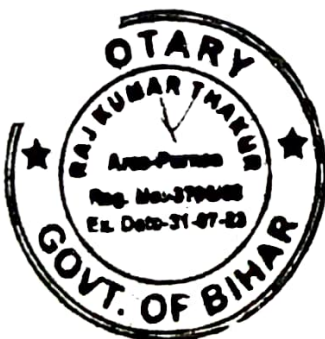
23/4/2019
02/09/2019

चतुर्थ पक्ष

23/4/2019
02/09/2019

पंचम पक्ष

23/4/2019
02/09/2019



3342
V-3-22

at Sub Judge
25-3-22

25-3-22 2nd

Handwritten signature

Krishna Kumar Choudhary, V/S

Amarnath K...

4-8-17

Handwritten notes in Devanagari script, likely a list of items or a detailed account.

1) 3342
order - 1
plant - 12
map - 02
delivered - 01
complaint - 06
(12)

1-8-17

Deen prepared and notified.

Handwritten signature and text: (revised), Sub Judge

21-8-17

Three clear days passed. No objection raised on behalf of the parties. Let the deen be sealed and signed today.

Handwritten signature and text: Sub Judge



COMPARED BY
25/8/22
COMPAR...

Handwritten signature and text: Judge's Court, Purnea

Authentication for
Head Comparing



DECREE IN ORIGINAL SUIT

Order XX, Rules 6 and 7, Code of Civil Procedure

District — PURNIA

In the Court of Subjudge II at Purnia

Title Suit No. 14 of 20/993 (instituted on - 04-1-1993)

- (1) Virishra Kumar Choudhary } both s/o - Bishwanath Choudhary
(2) Raj Kumar Choudhary } of Nauratan Hala
P.S. - N.Hat, Dist - Purnia → Plaintiff
- (1) Narain Sah, s/o Sita Sah } versus
(2) Dr. Amar Nath Nayirwal } - s/o Sri Krishan Nath Nayirwal
(3) Smt. Pushpa Devi Nayirwal } - do - Defendant
(4) Smt. Sarita Devi Nayirwal } - do -
All - 6 Shirojee Colony, P.S. - N.Hat, Dist - Purnia — Defendants

Note—The addresses given above are the addresses for service filed by the parties under rules 19 and 22 of Order VII, or under rules 11 and 12 of Order VIII, of the first Schedule to the Code of Civil procedure, with the exception of

who did not appear or omitted to file their addresses

cause of action arose on - Last day in the month of December 1992
Suit valued at Rs. - 11,000/-

(SM) Muharrir

Claim for—(A) Let it be decided and decreed by the Court that the plaintiffs have got valid right, title and interest over the suit land and the defendant has got no manner of right, title, interest over the suit land and the municipal record of right concerning the suit land in the name of defendant is wrong and incorrect.
(B) Cost of the suit together with any other relief or reliefs to which the plaintiffs be found entitled under the circumstances of the case be also decreed in favour of the plaintiffs against the defendants.

Schedule - "A"

showing full description of the suit land

Mauza - Madhopala, Thana No - 108, Ward No - 17 P.S. N.Hat Dist Purnia

M.S. Khata	M.S. plot Area	Corresponding P.S. plot	Area
304 -	269 - 16 Acre 80 Point.	9128	10 Acre from North
1891		9108	6 Acre 80 Point from South
			Total - 16 Acre 80 Point

Fully shown in Green colour in sketch map attached with the plaint.

Total - 16 Acre 80 Point

(SM)
T.S. Khan
17.8.17

Addl. S.D.
17.8.17

Subjudge II
22.8.17

COMPARED BY
25/8/22
COMPARING



₹10
BIHAR COURT FEE
BRC725411202230N
25-MAR-2022

₹10
BIHAR COURT FEE
BRC725411202230N
25-MAR-2022

This suit counting on this 4/8 for final disposal before Sri P. W. Mohit, Sub Judge II Purnia
21 day of August 2017 in the presence of
 and of _____ for the plaintiff
 _____ for the defendant

it is ordered and decreed that — फल ५४ — १ — मासिक — ५ — १२१ — ०१ —
महाराज — १०५१ — ३३५५ — ५५१ — २११०५३ —
१०१ — ३५५५ — १३५ — ०१ — ३३१ — १०५११ —

and that the sum of Rs. ४
 as paid by the ४

to the ४
 an account of the costs of this suit, with interest thereon at the rate of _____ per
 annum from this date to date of realization.

Given under my hand and the seal of this Court, this 4/8
 * Enter here the date of the judgment.

day of August 2017

[Signature]

Sub Judge II
३२-३-१७

Costs of Suits

Plaintiff		Amount		Defendant		Amount	
Not Allowed		Rs.	P.	Not Allowed		Rs.	P.
1. Stamp for complaint	...	29	25	Stamp for power	...	5	20
2. Do for power	...	25	00	Do for petition or affidavit	...	4	20
3. Do for petition or affidavit	...	4	20	Cost for exhibition	...	—	—
4. Cost for exhibits.	...	—	—	Pleader's fee	...	32	00
5. Pleader's fee on Rs.	...	32	50	pleader's charge	...	05	00
6. Subsistence :—	...	05	50	Subsistence :—	...	—	—
(a) for plaintiff or his agent	...	—	—	(a) for defendant or his agent	...	—	—
(b) for witnesses	...	—	—	(b) for witnesses	...	—	—
7. Commissioner's fee	...	—	—	Commissioner's fee	...	—	—
8. Service of process	...	—	—	Service of process	...	—	—
9. Copying or typing charge	...	5	00	Copying or typing charges	...	5	00
Total Rs.		86	95	Total Rs.		51	20



2/2/11

Admitted by
Vijay Kumar Singh

17/7/17

Admitted

In

The court of the subordinate Judge - II,

PURNA.

Title suit No. 14/1993.

Krishna kumar choudhary and anr. ... plaintiffs.

Vrs.

Amar Nath Kishore and ors. defendants.

Humble petition for compromise

filed on behalf of the parties.

Most respectfully sheweth:-

1. That at the intervention of common friends and well-wishers of the parties the suit has been amicably compromised between the parties on following terms and conditions and both the parties do agree to abide by the same.

2. That it is important to mention here that the plaintiffs filed the present suit for



Admitted by
Rajesh Kumar Singh
Advocate
17/7/17

Admitted by
Rajesh Kumar Singh
Advocate for
plaintiffs
17/7/17

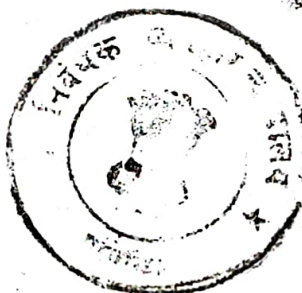
COMPAKED BY
9/5/22
COMPARING CLERK



2.

declaration that they have got valid right, title, interest in the suit land and the defendant has got no manner of right, title, interest in the suit land and the Municipal record of rights concerning the suit land in the name of the defendant (Narayan sah) is wrong and incorrect. The defendant no. 1 (one) Narayan sah having appeared in the suit filed his written statement on 29.08.2002 (twenty ninth day of August of two thousand and two) wherein he clearly stated that while in possession of the suit land he transferred the same to defendant nos. 2 (two), 3 (three) and 4 (four) by executing sale deeds separately in favour of each defendant for valuable consideration and put them in possession and they are coming in possession without any interference by the plaintiff or any other person since the date of purchase.

COMPARED &
In 25/3/22
COMPARING CLERK



श्री १०८३/२००२
आवेदनकर्ता
श्री १०८३/२००२

वर्तमान

श्री १०८३/२००२
आवेदनकर्ता
श्री १०८३/२००२
१७/७/१७

श्री १०८३/२००२
आवेदनकर्ता
श्री १०८३/२००२
१७/७/१७

3.

Thus, the defendant no.1(one) did not lay any claim over the suit land, nor he contested the suit and he is now dead and as such it is evident that defendant no.1(one) was only a proforma defendant and main contesting defendants are defendant nos. 2(two), 3(three) and 4(four), as such the name of defendant no.1(one) was deleted from the title page of the plaint.

2. That the land detailed in schedule 'A' of this compromise petition has been allotted to the plaintiffs and they have been put in exclusive possession thereof.

3. That the land detailed in schedule 'B' of this compromise petition has been allotted to the defendants and they have been put in exclusive possession thereof.

4. That a trace map is being attached along

COMPARED BY
25/3/22
COMPARING CLERK



₹10
BIHAR COURT FEE
BRCT25398C2232N
25-MAR-2022

₹10
BIHAR COURT FEE
BRCT25398C2232N
25-MAR-2022

4.

with this compromise petition wherein the land allotted to the plaintiff is shown in green colour and the land allotted to the defendants is shown in Red colour.

5. That the suit having been compromised between the parties, there remains no dispute between them now. Both the parties shall be absolute owners of their respective lands allotted to them as mentioned above and they are now entitled to get their names mutated in the serista of state of Bihar in respect of their respective lands allotted to them.

6. That none of the plaintiffs or defendants will lay any claim over the lands allotted to the other party and if they do so the same will be illegal and inoperative in the eye of law.

7. That the parties have agreed to the terms

COMPALED E:
25/3/22
COMPARING CLERK



Handwritten notes:
17/7/17
Rajesh Kumar
Advocate
for Plaintiff
17/7/17
17/7/17
17/7/17

5.

of the compromise out of their own free will and
without any pressure, coercion or undue influence
from any side and in token of their acceptance and
having gone through and understanding the contents of
this compromise /and the same to be correct they have
petition
put their signature on the compromise petition in
presence of their lawyers and their respective
lawyers have also signed on this compromise petition
in token of it being true and correct.

8. That cost of the suit will be born by both
the parties.

schedule 'A'

(description of the land allotted to the plaintiff

Mouja :- Madhopara, Thana no.108(one hundred and eight
Ward No. 17/30(seventeen/thirty), Thana - Sadar,

District - Purnea.

COMPARED BY
25/9/22
COMPARING CLERK



Handwritten notes:
Lajish Kumar Jha
for plaintiff
17/7/17

Handwritten notes:
Vishwanath
17/7/17

Handwritten notes:
Jai Nath Singh

3392

4-2-22

243

25-3

25-2

H.C.C.
99/92

6.

<u>M.S.Khata No.</u>	<u>plot No.</u>	<u>Area</u> H.A.P.	<u>Area</u> A.D.K.
304	<u>269</u> 1891 part	00.12.55	00.31.00

(three hundred & four) (two hundred & sixty nine one thousand eight hundred ninety one) (Twelve Ayre fifty five point.) (Thirty one decimal) (From East)

Boundary B- North:- Khesra No. 272, south; Khesra No. 263, 264, 269, East:- Khesra No. 2086 West; Khesra No. 1891 schedule 'B'

(Description of the land allotted to the defendants)

Mouja - Madhopara, Thana no. 108 (one hundred and eight)

Ward No. 17/30 (seventeen/thirty), Thana -sadar, Distt.

purnea.

<u>M.S.Khata No.</u>	<u>plot No.</u>	<u>Area</u> H.A.P.	<u>Area</u> A.D.K.
304	<u>269</u> 1891 (part)	00.04.25	00.10.500

(Three hundred & four) (two hundred & sixty nine one thousand eight hundred ninety one) (four Ayre twenty five points) (Ten decimal five hundred square kari) (From west)

Boundary North :- Khesra No. 2075 south :- Khesra No. 269 East :- Khesra No. 1891 west :- Khesra No. 256

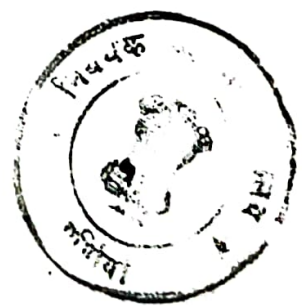
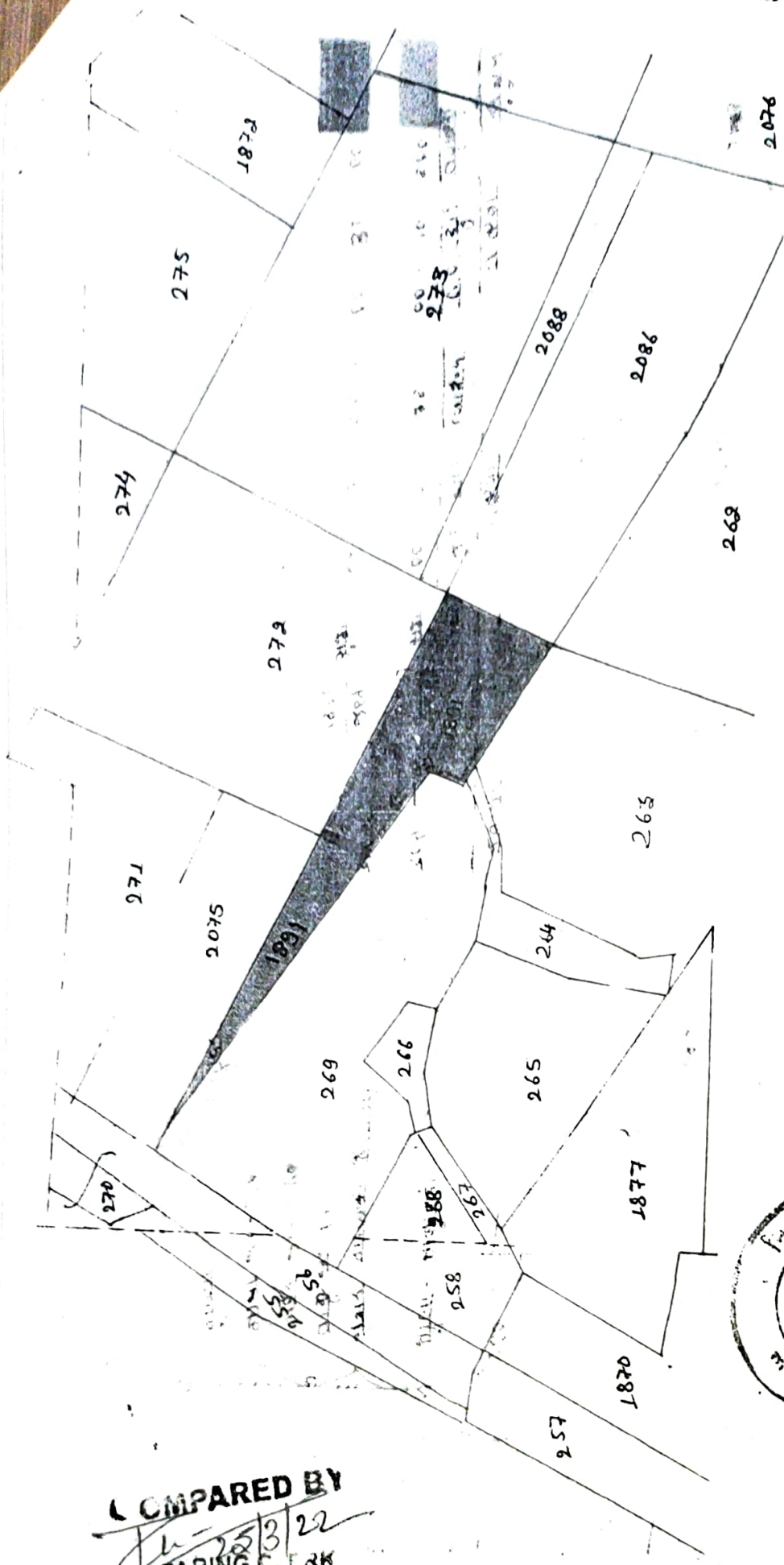
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COMPARING CLERK



Head Comparing Clerk
25-3

Judge
26 Act 1 of 1917

Handwritten notes:
Rajesh Kumar Jha
Advocate
for Plaintiff
17/7/17
Voting
17/7/17



COMPARED BY
 25/3/22
 COMPARING CLERK

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ACSTH DT
12-14657
Judgment - 1

11.0.2.1997
CD 7031
Plaint 16
2000.2
0.8.1
Comp. 167
266

In the Court of Sub-Judge VI, Purnea

Title Suit No. 03/1993

04-08-2017

CD-15342
onm - 1
decm - 2
cont - 3
10.1

Attendance has been filed on behalf of parties.
The case record has been put for order.

It has been submitted by the learned counsel on behalf of parties that the case has been compromised between the parties. A compromise petition has been filed with the signature of both the parties which is on the record and the report of the shristerdar has also been obtained on the compromise petition. Both the parties have adduced their evidence in this regard. Further it has been submitted that the case may be decreed on the basis of compromise.

Perused the case record, from perusal it appears that a compromise petition has been filed on behalf of parties with the signature of both the parties and their signature has been duly identified by their Id. Counsel. On compromise petition report of shristerdar has been obtained. Plaintiff and defendant have adduced their evidence on oath. During evidence they have supported their examination in chief and during cross-examination they have accepted the factum of compromise been them, further they have stated that they have no objection if the case is decreed on the basis of compromise.

Considering the above facts and circumstance the case is decreed on the basis of compromise. The compromise petition shall be the part of the decree.

(Dictated)

Parimal Kumar Mohd
Sub-Judge, VI, I/C



COMPARED BY
1-5-15/10
COMPARING CERT



GOVT. OF BIHAR
REGISTRATION, EXCISE & PROVISION DEPT
PURNEA SCORE PURNEA
COURT FEE
Authorization No. 2935
भारत
STAMP DUTY
00000
RS. 0000020
-5.5.2018
BIHAR
JUDICIAL
375264
3711 4814368

A-5715

CD: 16168

Decree (2)

DECREET ORIGINAL SUIT

Order XX, Rules 6 and 7, Code of Civil Procedure

District PURNEA.

In the Court of Sub-Judge VI at Purnea.

Title Suit No. 03 of 1993 instituted on 5-1-93

1. Krishna Kumar Choudhary 2. Raj Kumar Choudhary sons of
Sri Bishwanath Choudhary, Resident of Navratan, Purnea, Plaintiffs.1. Pramod Narayan Agrawal s/o laxmi Narayan Agrawal Through
constituted attorney Bishwanath Kejariwal s/o late Jagannath
Prasad Kejariwal 2. Manjunath Kejariwal s/o late Jagannath
Kejariwal 3. Kiran Singh Kejariwal s/o Prem Nath Kejariwal
4. Kiran Singh Kejariwal s/o Prem Nath Kejariwal s/o Prem Nath
Kejariwal s/o Prem Nath Kejariwal s/o Prem Nath Kejariwal
Note—The addresses given above are the addresses for service filed by the parties under rule
19 and 22 of Order VII, or under rules 11 and 12 of Order VIII, of the first Schedule to the Code of Civil
procedure, with the exception of

who did not appear or omitted to file their addresses

Suit valued at Rs. 51,000/-

Cause of action arisen on 27-3-90 Muharr

Claim for— A) Let it be decided and declared by the court
that the plaintiffs have got valid right title
and interest over the suit land and the
defendants have got no right, title and interest
over the same and municipal survey become
of rights concerning the suit land in the
name of the defendants. Ist party is wrong
and incorrect.B) Cost of the suit together with any other
relief or reliefs to which the plaintiffs
are entitled under the circumstances
of the case be also decreed in favour
of the plaintiffs against the defendants
Schedule A.

A separate sheet attached

GOVT. OF BIHAR
REGISTRATION EXCISE & PROCHON DIST.
PURNEA SCORE PURNEA

COURT FEE

Authorization No. 2935

INDIA

375264

BIHAR

3713 4517401

COMPARED BY
5/5/18
COMPARING CLERKSTAMP DUTY
0 0 0 0 0BIHAR
JUDICIAL

Schedule XII - High Court (d) 17 (M.C. 1950)

This suit counting on this 14.8.17 for final disposal before Sri P.K. Mahit, Sub-judge
 with exchange of written day
 Sri Rajesh Kumar Sharma, Advocate, Tumkur in the presence of
 and of Sri Bishwanath Kesharimal Ahluwalia for the plaintiff
 for the defendant
 It is ordered and decreed that The suit is decreed on the
 basis of compromise. The compromise shall be
 shall be part of the decree.

and that the sum of Rs.
 as paid by the

an account of the costs of this suit, with interest thereon at the rate of
 annum from this date to date of realization.

Given under my hand and the seal of this Court, this

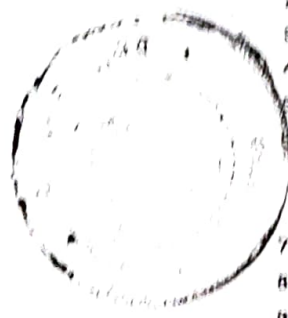
14th day of August 2017

19.8.17

19.8.17

COSTS OF SUITS

Plaintiff		Amount Rs. P.		Defendant		Amount Rs. P.	
1. Stamp for complaint	...			Stamp for power	...		
2. Do for power	...			Do for petition or affidavit	...		
3. Do for petition or affidavit	...			Cost for exhibition	...		
4. Cost for exhibits	...			Pleader's fee	...		
5. Pleader's fee on file	...			Subsistence	...		
6. Subsistence	...			(a) for plaintiff or his agent	...		
(a) for plaintiff or his agent	...			(b) for witnesses	...		
(b) for witnesses	...			Commissioner's fee	...		
7. Commissioner's fee	...			Service of process	...		
8. Service of process	...			Copying or typing charges	...		
9. Copying or typing charges	...						
Total				Total			



RECORDED BY
 19.8.17
 19.8.17

Court of Sub-Judge - V. S. No. 03/1993

Schedule II

showing full description of the suit land

Mouza - Madhupara Thana No. 108
Ward No. 17 of Purnea Municipality
P.S. Khatia H.P. District - Purnea

M.S. Khata M.S. Plot. Area corresponding Plot

62	272	Part. 5-9-0	912	Part from south
365	273/2086	0-36-0	913	Part 29th 20R
	273/2088	0-07-10	910	6 u 80R
736k	273/2087	0-05-20	913	" 4 u 10R
	261	09-00	910	" 1 u 10R
365	261/2030	0-08-50	910	"
543	271/2075	0-12-40	912	"

Amended
and corrected
Vide order dt. 10.10.17
Sub-Judge VI g/c
30.10.17
Rita Devi Kumar

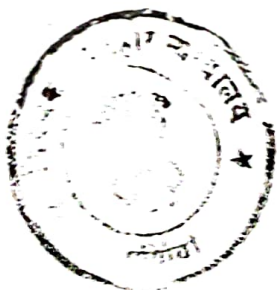
Total 0-81-50 Eighty one fifty points.

D/c
19.8.12

Sub-Judge
19.8.12

Sub-Judge
24.8.12

COMPARED BY
148
ENTRANCING OFF



5.5.18

म. सं. ६ (प्रा०)

अ. नं. ६ (प्र.)

अवर न्यायाधीश प्रे (५०)

44-38861-1000
COMPART 6 C120



GOVT. OF BIHAR

भारत

STAMP DUTY

Registration, Extraordinary

Purnea Sub

COURT

Authorisation



AN 374736
Zero+Zero+Zero

BIHAR
JUDICIAL

26.1.2017

1322422

In

The Court of subordinate Judge - VI.

PURNEA

File suit No. 03/1993.

Krishna Kumar Choudhary and others.....

Plaintiffs.

Vrs.

Pranod Narayan Agrawal and others.

Defendants.

Humble petition for compromise

filed on behalf of the plaintiffs

through their own brother and

power of Attorney holder Arun

Kumar Jaiswal and defendant Ist

Party alongwith defendants

no. 9 & 10.

Most respectfully sheweth:-

1. That at the intervention of the common friends and well-wishers of the parties the suit has been amicably compromised between the parties on

COMPARED BY
AAS
COMPROMISE CERT



Aditya Vishal

Arjun Mishra
P.A. Holder of
Plaintiffs namely
Krishna Kumar Choudhary
and Raj Mishra
16/1/2017

Filed by
Rajesh Kumar
Advocate for Plaintiffs
16/01/2017

Vishwanath Mishra
P.A. Holder of
Pushpadevi Mishra,
Santosh Mishra,
Maya Devi Mishra
&
Pranod Narayan Agrawal
16/1/17
Rajesh Kumar
Advocate

Kiran Devi Mishra
Aditya Vishal
Aditya Vishal

2.

16 JAN 2017 on the following terms and conditions and both the parties do agree to abide by the same.

2. That the lands detailed in schedule 'A' of this compromise petition have been allotted to the plaintiffs and they have been put to exclusive possession thereof .

3. That the lands detailed in schedule 'B' of this compromise petition have been allotted to the defendant 1st party ^{with def no 9 and 10 r} and they have been put to exclusive possession thereof.

4. That the suit having been compromised between the parties, there remains no dispute between the parties now. Both the parties shall be absolute owners of their respective allotted lands.

5. That the plaintiffs and defendants are now entitled to get their names mutated in the serista of Bihar Sarkar in respect of their

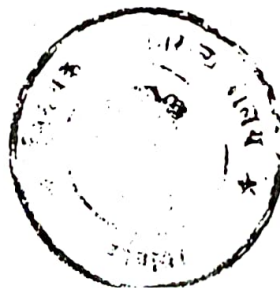
Amr Anjivara
16/1/2017
R. N. S. for pffs.
16/1/17



V. S. Swarnal Singh
17/1/17

Aditya Ullah
16/1/17

COMPARED BY.
A. S. K. T. P.
COMPARING CLERK



Further Report

Sir,

checked and verified the joint compromise petition dated 16-01-2017, filed on behalf of both the parties and found correct. The power of attorney of Plaintiffs and defendants and power of attorney holder of some of the defendants and remaining defendants and their power holder have duly signed on the compromise petition. I also compared the schedule of the compromise with the plaint and found correct.

The compromise petition dated 16.01.2017

may be accepted.

Submitted by

ll
Rd 34 71C
24-6-17

PREPARED BY,
A. S. S. T. K.
J. K.



3.

16 JAN 2017

As per the journal
16/1/2017
for pffs
16/1/17



Vishwanath Bisht
16/1/17

Kishan Bhatnagar
Abhinav Vohra
Aditya Vohra

respective lands allotted to them.

6. That none of the plaintiffs and defendants will lay any claim over the lands allotted to the other party and if they do so the same would be illegal and inoperative in the eye of law and also they will liable to pay a fine to Rs. one crore to the opposite party.

7. That a trace map is being filed along with this compromise petition wherein green coloured portion is allotted to the plaintiffs and red coloured portion is allotted to the defendant 1st party.

8. That it is to be noted here that by mistake of the survey Authorities M.S. Plot No. 261/2087 (two hundred sixty one/two thousand eighty seven) has been wrongly recorded in the name of Pramod Kumar Agrawal in M.S. Khata No. 367 (Ka).

COMPARED BY
TAP
31/5/18



(three hundred sixty seven (Ka)) hence the M.S. Khata No.

367 (three hundred sixty seven) (Ka) requires to be

withdrawn or cancelled in the name of Pramod Kumar

Agrawal in the serista of Bihar Sarkar, as M.S.P. 261/2007
is ~~legally~~ recorded in M.S. Khata No. 736K.

9. That as per compromise, the plaintiffs will

withdraw all claims over the suit lands except the land

allotted to them. The khatas of the suit lands are

already in the names of the defendants 1st party hence

the plaintiffs have to get their names mutated for the

allotted land.

10. That the parties have agreed to the terms of

the compromise out of their own free will and without

any pressure, coercion or undue influence from any side

and in token of their acceptance and having gone through

and understanding the contents of this compromise

petition they have put their signature on the compromise

petition in presence of their lawyer and their respective

lawyers have also signed on this compromise petition

in token of it being true and correct.

11. That cost of the suit will be borne by

borne by both the parties.

COMPALED BY
442
51512
10/10/2017



As per journal
16/1/2017
16/1/17

Vishwanath Singh
16/1/17

Ashwini Verma
Aditya Verma

5.

Schedule 'A'Description of the land allotted to the plaintiffs

Mouza	M.S.Khata No.	M.S.Khesra No.	Area H.A.P.	Area A.D.K.
Madhopara Thana No.108 Ward No.17/30 Thana -Sadar Distt.purnea.	736 (K)	261 2087 /P	00.02.45 (Two Ayre forty five points)	00.06.100 (six Decimal one hundred sq,kari).

Schedule 'B'

Description of lands allotted to the defendants 1st party.

After deducting the schedule 'A' lands from the total suit
lands the rest lands are allotted to the defendant 1st party.

Mouza	M.S.Khata No.	M.S.Khesra No.	Area H.A.P.	Area A.D.K.
Madhopara Thana no.108 Ward No.17/30 Thana -Sadar Distt.purnea.	102 365	272/P 273 2086 (W) 273 2088 (W) 261 2090 (W)	00.09.00 00.36.00 00.07.10 00.08.00	00.22.230 00.88.920 00.17.545 00.19.760
	736 (Ka)	261 2087 /P	00.06.55	00.16.178
	543	271 2075 /P	00.12.40	00.30.642
			00.78.05 ¹	01.95.275
			(seventy eight nine Ayre ~~nineteen~~ five points)	(One Acre ninety five dec.two hundred seven- y five Sq. Kari.

COMPARED BY.

140
5/5/17
CHITTING

Atorn the Jaiswal
16/1/2017

for RUT for pffe
16/1/17

Vishwanath Singh
16/1/17

16 JAN 2017

Kiran Dev K. Jaiswal

Abhinav V. S. /

Aditya Chishol /



It is, therefore, prayed
that the suit be decreed in
terms of this compromise
petition and the compromise
petition be embodied in the
decree as part thereof.

And for this act of kindness, both the parties shall
ever pray.

COMPALED BY
STAMPING CLERK





11 $\frac{1}{2}$ hr

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DECREE IN ORIGINAL SUIT

Order XX, Rules 6 and 7, Code of Civil Procedure

District

PURNIA

In the Court of

Sub-judge at VI Purnea

Title Suit No.

OS

of 20-1986

Institution 20.1.86

1. Dr. Anur Nath Kejariwal, s/o Sri Bishwanath Kejariwal
2. Smt. Pusp Devi Kejariwal, w/o Sri Bishwanath Kejariwal
3. Smt. Savita Devi w/o Dr. Anur Nath Kejariwal
4. Sri Shank Kumar Deloria s/o Sri Putan Lal Deloria all by and
Hindu, by Profession - cultivation, Resident of
Mahalla - Shrivajee colony, P.S. Khat District Purnea.
Defendants

1. Raj Kumar Choudhary
2. Krishna Kumar Choudhary
Sons of Bishwanath Choudhary, by caste - Hindu

Note - The addresses given above are the addresses for service filed by the parties under rules 39 and 22 of Order VII, or under rules 11 and 12 of Order VIII, of the first Schedule to the Code of Civil Procedure, with the exception of
Narain, P.S. Khat District Purnea, New residing at Mahalla
who did not appear or omitted to file their addresses

SUIT VALUED AT Rs. 50,000/- only

Cause of action arose on 11.12.82

Claim for - A) Let it be declared by the court that

Plaintiffs have got valid title and possession

over the suit land by virtue of sale deeds dated

26.7.82, 27.7.82 and 29.7.82 executed by Narain,

Sah and Sanyal Bah and adverse possession.

B) That it should also be declared that defendant

1st party acquired no title nor possession

over the suit land by virtue of sale deeds

dated 11.12.82 executed by defendant 2nd party

in favour of defendant 1st party and any

survey of the suit plots in the names of the

defendant 1st party.

C) That the possession of the plaintiffs over the

suit land be confirmed and in the alternative

if plaintiffs be found to have been

dispossessed by defendants during pendency of

the suit, then a decree for recovery of

possession be passed in favour of plaintiffs

by evicting the defendants from the suit land

Plaintiff

13/9/17

Court of Sub-Judge 6th Thiruvananthapuram
T.S. No. 05/86

Claim for continued.

D. That a decree for permanent injunction restraining the defendant Ist. party from coming on the suit land be also passed.

E) That a decree for cost of the suit may be passed in favour of the plaintiffs against the defendants.

F) That any other relief or reliefs which may be found in favour of the plaintiffs may also be given to plaintiffs against the defendants.

Schedule "A"
Description of the suit lands

Mozhar Madhappan, Thiruvananthapuram No. 108
S.K. Hat, District - Thiruvananthapuram
S.K. Hat C.S. Plot C.S. land

80	865	0-45 $\frac{1}{2}$
36	910	1-26
	911	1-11
	912	0-32 $\frac{1}{2}$

M.S. Khata

121

M.S. Plot

3-15

Suit Area

258	0-15-62
259	0-25-64
263	1-02-30
264	0-08-80
265	0-49-00
266	0-06-25
267	0-08-12
268	0-09-37
269	0-35-72

3-15-72

Petitioner/Complainant

O/c

19.8.17

Advt. Sr.

19.8.17

Sub-Judge 6th Thiruvananthapuram

24.8.17

PM

19/9/17

COURT FEE

00000

0000005

15.1.2017

RIHAD



Sahibzada



Amarnath Kejriwal

Identified by
Vishwanath Kejriwal

The Court of subordinate Judge



Lushpatti Jey.



-VI. Vishwanath Kejriwal

PURN EA. Shrinath

Title suit No. 05/1986.

Amarnath Kejriwal and others. Plaintiffs.

Vrs.

Raj Kumar Choudhary and others. Defendants.

Humble petition for compromise

filed on behalf of the plaintiffs

and defendants NO. 1 & 2 through

their own brother and power of

Attorney Holder Arun Kumar

Jaiswal.

Most respectfully sheweth:-

1. That at the intervention of common friends

and well-wishers of the parties the suit has been

amicably compromised between the parties on the

19/01/17

19/01/17

Amarnath Kejriwal

Sahibzada

Vishwanath Kejriwal

P. A. holder of

Ashoke K. Dalania

16/1/17

Arjun the friend

P.A. Holder of Defendant

no. 142, Raj Choudhary

4 Krishna Choudhary

16/1/2017

Identified by

Rajesh Kumar Jaiswal

Advocate

for the defendant

no. 142

16/01/2017

2.

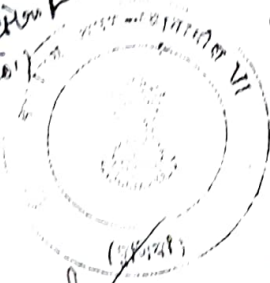
following terms and conditions and both the parties do agree to abide by the same.

2. That the lands detailed in schedule 'A' of this compromise petition have been allotted to the defendant no. 1 and 2 Raj Kumar Choudhary and Krishna Kumar Choudhary respectively and they have been put in exclusive possession thereof.

3. That the lands detailed in schedule 'B' of this compromise petition have been allotted to the plaintiffs and they have been put in exclusive possession thereof.

4. That the defendant no.1 and 2 have also filed Title suit No. 3/93(Three by ninety three) against the plaintiffs in respect of the lands of M.S.Khata Nos. 102(one hundred two), 365 (three hundred sixty five), 367 K(three hundred sixty seven -K), 543(five hundr-ed forty three)

Anamath Kejriwal
Savita Kejriwal
Vishwanath Kejriwal
M. S. Khata No. 102, 365, 367 K, 543



Anamath Kejriwal
16/11/2017
Savita Kejriwal
16/11/17
Vishwanath Kejriwal
for defendant no. 1 & 2

19/11/17



3.

and 736K(seven hundred thirty six -K) and the said T.S. No. 3/93(three by ninety three) has also been compromised between the parties as per terms of the said compromise.

5. That the defendant no. 1 and 2 have also filed T.S. No.992/92(nine hundred ninety two/ ninety two) and as per terms of the compromise they will withdraw the said T.S. No.992/92(nine hundred ninety two by ninety two).

6. That the plaintiffs have also filed another T.S. No. 70/92(seventy by ninety two) and as per terms of the compromise, ^{the defendant nos. 5 & 6} ~~they~~ will withdraw ^{their claim and names from v} ~~as defendant no. 5 & 6 on~~ the said T.S.No.70/92 (seventy by ninety two) admitting the title and possession of the plaintiffs in the suit.

7. That the suit having been compromised between the parties, there will now be no dispute

Ananath Raju
Savita Raju
Vidwanath Raju



From the journal
16/1/2017
for diff. 1/22
16/1/17

19/1/17



4.

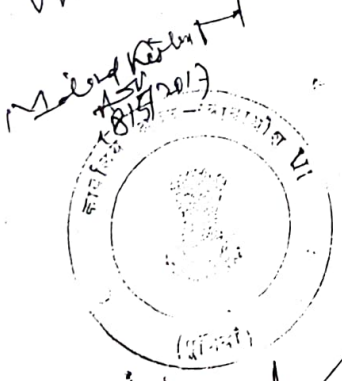
between the parties. Both the parties will be absolute owner of their respective allotted lands.

8. That the plaintiff and defendants are now entitled to get the lands allotted to their respective schedule mutated in their names in the serista of the state of Bihar.

9. That no party shall lay any claim over the lands allotted to the other party and if any of them does so the same would be illegal and inoperative in the eye of law and also they will liable to pay a fine of Rs. one crore to the opposite party.

10. That the parties have agreed to the terms of the compromise out of their own free will and without any pressure, coercion or undue influence from any side and in token of their acceptance and having gone through and understanding the contents of this compromise petition they

Anamath Singh
govt not state
Savita Kejriwal
Intervener by way



From Anu Jainwal
16/11/2017
for diff
no. 122
16/11/17

8/11/2017
13/11/17

5.

have put their signatures on the compromise petition in presence of their lawyer and their respective lawyers have also signed on this compromise petition in token of it being true and correct.

11. That as per compromise, the plaintiffs will withdraw all claims over the suit lands except the land allotted to them. The khata of the suit lands are already in the names of the defendants 1 & 2 hence the plaintiffs have to get their names mutated for the allotted land.

12. That cost of the suit will be born by both the parties.

Schedule 'A'

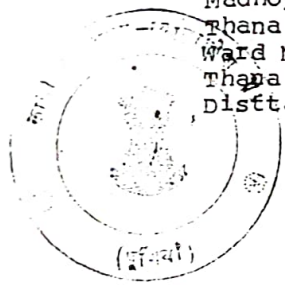
Description of the lands allotted to defendant no. 1 and 2
Raj Kumar Choudhary and Krishna Kumar Choudhary.

Mouza	M.S.Khata No.	M.S.Plot No.	Area H.A.P.	Area A.D.K.
Madhopara Thana No.108 Ward No.17/30 Thana -sadar Distt.purnea.	121	263/P	00.34.32	00.84.770
		264/P	00.00.50	00.01.235
		269/P	00.03.09	00.07.632
			00.37.91	00.93.637

(Thirty seven are ninety one points.) (Ninety three decimals and six hundred thirty seven square Kari).

Anamath hijival
Savitri Kejoival
V Shrawasthi hijival

ms. shrawasthi
18/5/2017
Anamath hijival
16/11/2017
Raj Kumar Choudhary
def no. 1 & 2
16/11/17



19/11/17



Schedule "B"

Description of lands allotted to the plaintiffs.

After deducting the schedule "A" lands from the total suit lands the rest lands are allotted to the plaintiffs.

Mouza	M.S. Khata No.	M.S. Plot No.	Area H.A.P.	Area A.D.K.
Madhopara	121	258 (whole)	00.06.25	00.15.437
Thana no. 108		259 (w)	00.10.10	00.24.947
Thana-Sadar		263 (p)	00.06.93	00.18.105
Survey Ward		264/p	00.03.05	00.07.533
No. 17/30		265/w	00.19.75	00.48.782
Distt. Purnea.		266/w	00.02.50	00.06.175
		267/w	00.01.25	00.03.100
		268/w	00.03.75	00.09.262
		269/p	00.35.61	00.87.957
			00.69.19	02.21.298

(Eighty nine are nineteen points)

(two Acres twenty one decimals two hundred ninety eight square Kari).

12.

That a trace map is being filed herewith in

which green coloured portion is allotted to defendant no. 1

and 2 and red coloured portion is allotted to plaintiffs and

the same will be a part of this compromise petition.

14/11/17

18/11/17

It is, therefore, prayed that
the suit be decreed in terms
of this compromise petition and
the compromise petition be
embodied in the decree as part
thereof.

And for this act of kindness, both the parties

shall ever pray.

Anamath Kejriwal
Savitri Kejriwal
Vishwanath Kejriwal

18/5/2017

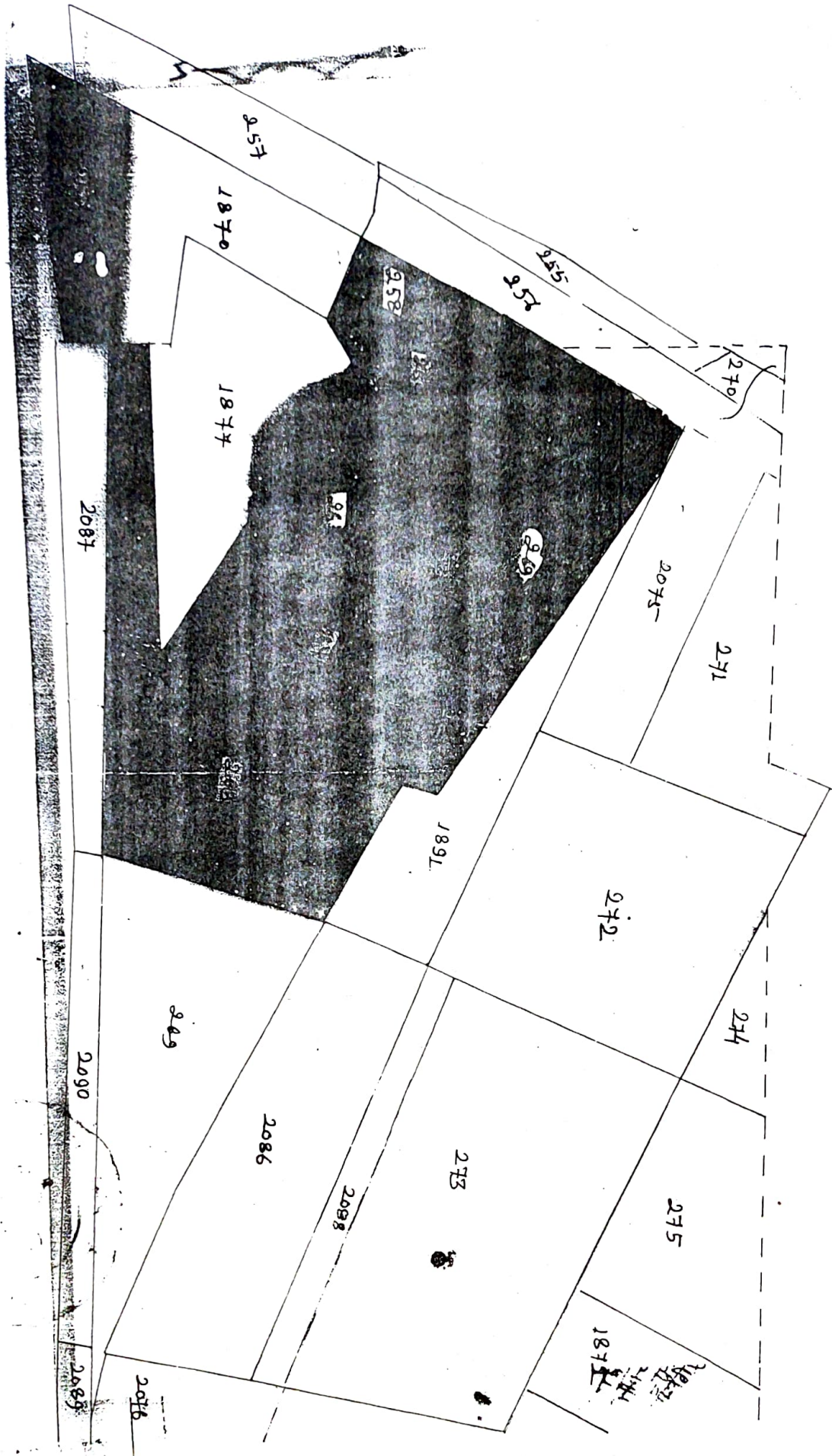
Anamath Kejriwal
16/11/2017

for Ramesh for defn. 1 & 2
16/11/17



19/9/17





2/5/11
M. J. Smith

19/9/17