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ER-381/2004.

Final Decree

Final decree for Partition Suit

Dist : 24-Parganas (South).

In the Court of 3rd Assistant District Judge, at Alipore.

Title Suit No. 204 of 1983.

Shri Dilip Banerjee S/o. Late Dinesh Chandra Banerjee residing at Kamdahari, P.O. Garia, P.S. Regent Park, Dist-24-Parganas.

----- Plaintiff.

- Versus -

1) Shri Dwijesh Chandra Banerjee 2) Shri Dipak Kumar Banerjee & 3) Sri Dipen Kumar Banerjee, all sons of Late Dinesh Chandra Banerjee all of Kamdahari, P.O. Garia, P.S. Regent Park, District : 24-Parganas. 4) Sm. Bela Mukherjee w/o. Shri Naresh Chandra Mukherjee residing at Old Police Line, Jalpaiguri (Near L.I.C. Building), P.O. & P.S. Jalpaiguri, Dist. Jalpaiguri, 5) Sm. Ila Chatterjee w/o. Sri Dwijendra Nath Chatterjee residing at 27/12/3A, K.N. Naskar Road, P.S. Regent Park, Calcutta-700 040, Dist. 24-Parganas, 6) Sm. Krishna Mukherjee w/o. Shri Prabir Chandra Mukherjee residing at Quarter No. B-58, O.N.G.C. Colony, P.O. O.N.G.C. Colony, Agartala, Tripurah,

----- Defendants.

Suit for partition valued at Rs. 30,000/- only.

Schedule of property

All Deeds

Amount paid to the Government	5.00
Amount paid to the Government	2.85
Amount paid to the Government	5.00
Amount paid to the Government	5.00
Amount paid to the Government	14.80
Amount paid to the Government	2.50
Amount paid to the Government	636.02



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All that piece and parcel of land measuring 19 (Nineteen) Cottahs, be the same a little more or less, being demarcated portion of Plot No. 168 appertaining to Khatian No. 152 of Mouza- Kandabari, J.L. No. 49, P.S. Regent Park, (Previous P.S. Tollygunge,) District 24-Parganas.

Together with one-storied pucca building standing thereon together with all structures and fixtures standing thereon.

This suit coming on this day for final disposal before Shri K. K. Kundu-in-charge of Asstt. Dist. Judge, 3rd Court, Alipore in presence of Sri Biswanath Ghose, Advocate for the Plaintiff and Sri Tripti Kana Basu, Advocate for the defendants.

It is ordered that the suit be decreed finally in terms of compromise petition and map which do form part of decree.

Given under my hand and the seal of this Court, this 11th day of August, 1986.

Sd/- Illegible.

11-3-88.

Asstt. Dist. Judge, 3rd Court,  
Alipore. 24-Pgs(S).

Typed by :-

P. BASU DT. 01-03-2004.







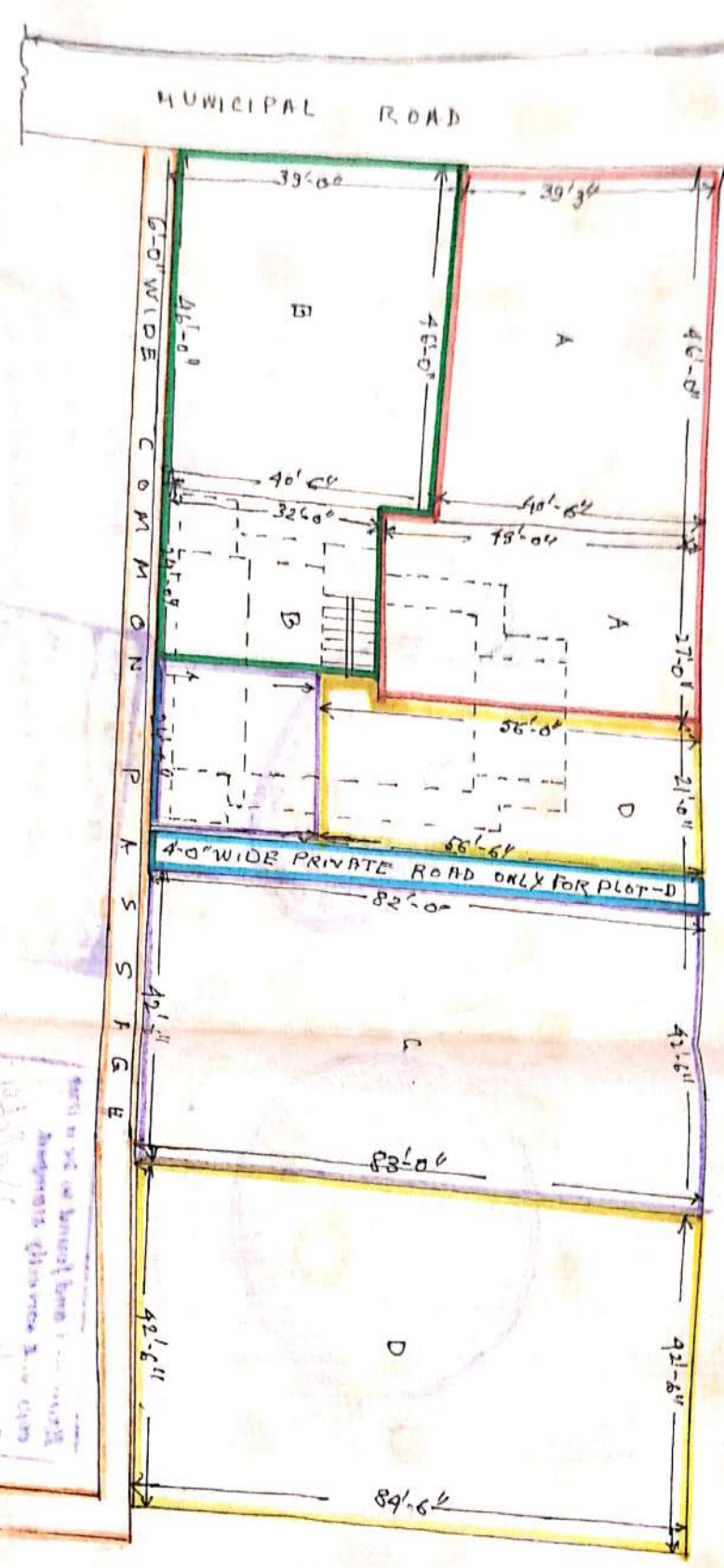
Examined and found to be a true  
copy and correctly stamped.  
*Sankar Halder*  
Alipore Commaring Clerk.  
This is a true copy of the original.  
3/3/04 Dist. Judge's Court.

Carried to be True Copy  
*Bose*  
Sheristadar, Sub-Judges Court,  
Munsif Court Alipore  
Head Comparing Clerk Alipore  
Accepted u/s 76 Act, 1 of 1872

03/03/04

BR-381  
TRAFFIC BY ME  
3/3/04

A PARTITION PLAN  
SHOWING ALLOTMENT OF LAND & BUILDING COMPRISING C.S DAG NO. 168 (PART)  
MOOTR-KAMDHARI IL NO. 42.P.S. TOLLYGUNGE DISTRICT-24 PARAGANAS  
UNDER JADAVPUR MUNICIPALITY  
 SCALE 1"=20'-0"



S/N	NAME OF THE ALLOTTEE	CORRESPONDING TO C.S. PLOT NO	KOTAH DECIMAL	AREA SQ. FT.	COLOR	SIGNATURE OF OWNERS
1.	DILIP BANDYOPADHYAY	168 (PART)	A.415K 0.0612	4K2C4 185H		DILIP Bandyopadhyay
2.	DINESH BANDYOPADHYAY	168 (PART)	B.534K 0.0557	3K9C4 411		Dinesh K. Bandyopadhyay
3.	DIPAK BANDYOPADHYAY	168 (PART)	C.545K 0.097	5K7C4 25H		Dipen K. Bandyopadhyay
4.	DIPAK BANDYOPADHYAY	168 (PART)	D.633K 0.0917	6K0C4 225H		Dipak K. Bandyopadhyay
5.	60' WIDE COMMON PASSAGE	168 (PART)	1.48K 0.0222	1K7C4 318H		Bela Bandyopadhyay
6.	PRIVATE APPROACH ONLY	168 (PART)	0.42K 0.0214	0K6C4 325H		off for

for for  
Kamru Bandyopadhyay



FR 381/04

Sd/- Dwijesh Chandra Banerjee  
Sd/- Dilip Kumar Banerjee  
Sd/- Dipen Kumar Banerjee  
Sd/- Dipen Kumar Banerjee  
Sd/- Bela Banerjee  
Sd/- Illigutla  
Sd/- Krishna Banerjee  
Sd/- Illigutla Advocate for Plff.  
Sd/- Tripti Kana Banerjee  
Adv. for the defendant.

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Made Part  
of the Decree.  
Sd/- Illigutla  
18/7/86  
300 Asstt. Dist. Judge.

District : 24-Parganas.

FILED ON : 11 JUN 1986.

In the 3rd Court of Sub-ordinate Judge, at Alipore.  
Title Suit No. 204 of 1983.

Sri Dilip Banerjee ----- Plaintiff.  
- Versus -  
Sri Dwijesh Chandra Banerjee & Ors ----- Defendants.

PETITION OF COMPROMISE.

The humble petition of the Plaintiff  
and the defendants in the abovenoted  
suit.

Most Respectfully Sheweth ,

1. That the plaintiff has instituted the abovenoted  
suit for Partition of the suit property. The said suit is  
pending for disposal in this Court.

2. That during thependency of the said suit due to  
intervention of some of the common friends and relations of  
the parties, the plaintiff and the defendants have amicably  
settled the disputes and partitioned the suit properties on  
the following terms and conditions :-

TERMS AND CONDITIONS.

1. The plaintiff and the defendants admit that the  
suit property is the joint and undivided property of the



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plaintiff and the defendants and each of the plaintiff and the defendants has 1/7th. share therein.

2. The suit property is ancestral dwelling house of the parties and the defendants nos. 4 to 6 are married female co-sharers. Hence, considering that it is very difficult for the defendants no. 4 to 6 to enjoy their respective shares in the suit property separately after partition and also considering the difficulties in partitioning the suit property amongst the co-sharers, the parties have mutually and amicably partitioned the suit property by metes and bounds in the following manner.

3. The defendants no. 4 to 6 forego and/or waive their right, and interest in the suit property in favour of the plaintiff and the defendants no. 1 to 3 in equal share in lieu of a sum of Rs. 1000/- (Rupees One thousand) only paid by the plaintiff and the defendants no. 1 to 3 jointly to each of the defendants no. 4 to 6 as owelty money. The defendants no. 4 to 6 hereby admit and declare that in view of the aforesaid foregoing or waiver, they have no right,





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title to and interest in the suit property and they are also not in possession of the suit property or any portion thereof.

In view of the aforesaid foregoing and/or waiver, 4. the suit property becomes the joint property of the plaintiff and the defendants no. 1 to 3 only and the same is partitioned amongst the plaintiff and the defendants no. 1 to 3, who have equal shares therein, in the manner as mentioned hereinbelow.

(i) The plaintiff Dilip Kumar Banerjee (Bandyopadhyaya), is exclusively allotted a portion of the suit land measuring 0.0686 acre equivalent to 4 Cottahs 2 Chittacks 18 Square feet together with portion of the building and structures and fixtures standing thereon and attached therewith, more particularly described in the schedule "A" hereunder and delineated with red colour and marked with letters "AA" in the map or plan attached herewith and the possession of the said property is also mutually delivered to the plaintiff. The defendants admit that none of them has any right, title to or interest or possession in the property described in the schedule "A" below and the plaintiff is the absolute owner of





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the same by virtue of this amicable partition. The value of the property described in the schedule "A" below is Rs. 7000/- (Rupees Seven Thousand) only.

(11) The defendant no.1, Dwijesh Chandra Banerjee (Bandyopadhyaya) is exclusively allotted a portion of the suit land measuring 0.0597 acre equivalent to 3(three) cottahs 9(nine) Chittacks 41 (forth-one) square feet ~~mk~~ together with portion of the building, structures and fixtures standing thereon or attached therewith, more particularly described in the Schedule "B" hereunder and delineated with green colour and marked with the letters "BB" in the map or plan annexed herewith and possession of the said property is also exclusively delivered to the defendant no.1. The plaintiff and the defendants nos. 2 to 6 admit and declare that they have no right, title to or interest or possession in the property described in the Schedule "B" below and the defendant no.1 is the absolute owner thereof by virtue of this amicable partition. The value of the property, described in the schedule "B" below is Rs. 6500/- (Rupees Six





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thousand five hundred) only.

(iii) The defendant no.2, Dipak Kumar Banerjee (Bandyopadhyaya) is exclusively allotted a portion of the suit land measuring 0.0997 acre equivalent to 6(six) cottahs 22 (Twenty two) square feet together with portion of the building, structures and fixtures standing thereon or attached therewith, more particularly described in the schedule "C" below and delineated with yellow colour and marked with the letters "DD" in the map or plan annexed hereto and the possession of the said property is also mutually delivered to the defendant no.2. The plaintiff and the defendants nos. 1, 3 to 6 hereby admit and declare that they have no right title to or interest or possession in the property described in the Schedule "C" below and the defendant no.2 is the absolute owner thereof by virtue of this amicable partition. The value of the property described in the schedule "C" below is Rs. 8000/- (Rupees Eight thousand) only.

(iv) The defendant no.3, Dipen Kumar Banerjee (Bandyopadhyaya), is exclusively allotted a portion of the suit





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land measuring 0.0907 acre equivalent to 5(five Cottahs 7 (seven) chittacks 2(two) square feet together with portion of the building, structures and fixtures standing thereon or attached therewith, more particularly described in the schedule "D" hereunder and delineated with violet colour and marked with the letters "CC" in the map or plan annexed hereto and the defendant no.3 is hereby given exclusive possession of the said schedule "D" property. The plaintiff and the defendants no. 1, 2, 4 to 6 hereby admit and declare that the property fully described in the Schedule "D" property. The value of the property described in the schedule "D" below is Rs. 7500/- (Rupees Seven thousand five hundred) only.

(v) The 6'(six feet) wide passage as shown with small green coloured lines and written as "6' wide common passage" in the map or plan annexed hereto fully described in the Schedule "E" below will permanently remain as common passage which will be used permanently or for ever by all the parties i.e. the plaintiff and the defendants for ingress and egress and the said common passage shall never be blocked or

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closed by any of the parties in the present suit or their heirs, executors, administrators, assigns, representatives etc. The total land which will remain as common passage is 0.0222 acre equivalent to 1(one) cottah 7(seven) chittachs 31(thirty-one) sq. ft. The value of the said 6' (six feet) wide common passage is Rs. 600/- Rupees Six hundred only.

(vi) The land measuring 0.0244 acre equivalent to 6(six) chittacks 32(thirty-two) square feet being portion of the suit land and fully described in the schedule "F" below and shown with small red lines and written as "4' wide private road" in the map or plan annexed hereto, will remain permanently or for ever as private passate for the exclusive use of the defendant no.2, Dipak Kumar Banerjee and the Plaintiff and the defendants, 1,3 to 6 shall have no right, title to or interest in the said four(4) feet wide passage. The value of the said four (4) feet wide passage is Rs. 400/-(Rupees Four hundred) only.

5. The plaintiff and the defendants no. 1 to 3 shall bear the cost of final decree in equal shares.
6. Each of the terms shall be the consideration for the other.





G.S. DAG No. 152  
E-24 PARGANAS



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It is therefore, humbly prayed that your Honour would be graciously pleased to pass necessary order or orders decreeing the suit finally in terms of compromise making this petition of compromise a part of the final decree.

And for this act of kindness, your petitioners as in duty bound shall ever pray.

SCHEDULE "A"

(Description of the Property allotted to the Plaintiff, Dilip Kumar Banerjee)

ALL THAT 0.0686 acre equivalent to 4(four) Cottahs 2(two) Chittacks 18(eighteen) square feet of land out of 19(nineteen) cottahs of land being demarcated portion of land of plot no. 168 appertaining to Khatian no. 152 of Mouja Kamdahari, J. L. No. 49, P.S. Regent Park (Previous P.S. Toblygunge), District- 24 Parganas, fully described in the Schedule of the plaintiff TOGETHER WITH portion of the Building, structure and fixture standing thereon and attached therewith. The said 4 Cottahs 2 Chittacks 18 Square feet of land with portion of the said building standing thereon

AREA	SFT	Colour	Signature
4K 2CH	18 Sft	Red	Signature
1K 9CH	41 11	Green	Signature
1K 7CH	2 Sft	Blue	Signature
1K 5CH	22 Sft	Yellow	Signature
1.7 CH	31 Sft	Orange	Signature
1.6 CH	32 Sft	Light Blue	Signature





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is shown and delineated with red line and marked with the letters "AA" in the map or plan attached with the petition. The value of the said property is Rs. 7000/- (Rupees Seven thousand) only.

SCHEDULE "B"

(Description of the property allotted  
to Defendant no.1, Dwijesh Chandra Banerjee)

ALL THAT piece or parcel of land measuring 0.0597 acre equivalent to 3(three) Cottahs 9(nine) chittacks 41 (fortyone) square feet being portion of 19 Cottahs of land ~~xxx~~ fully described in the schedule of the plaint, TOGETHER WITH portion of the building, structure and the fixtures, standing thereon and attached herewith. The said 3 Cottahs 9 Chittacks 41 square feet of land together with portion of the building standing thereon is shown and delineated with green colour and marked with the letter "BB" in the map or plan annexed with the petition of compromise. The value of the said property is Rs. 6,500/- (Rupees Six Thousand Five hundred) only.

SCHEDULE C







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Description of the property allotted  
to defendant no. 2, Dipak Kumar Banerjee.

ALL THAT piece and parcel of land measuring 0.0997  
acre equivalent to 6(six) cottahs 22(twenty-two) square  
feet, being portion of 19 Cottahs of land fully described  
in the Schedule of the plaint, together with portion of the  
building, structure and fixtures standing thereon and att-  
ached therewith. The said 6 cottahs 22 square feet of land  
together with portion of the said building standing thereon  
is shown and delineated with yellow colour and marked with  
the letter "DD" in the map or plan annexed with the peti-  
tion of compromise. The value of the said property Rs.8000/-  
(Eight thousand) only.

SCHEDULE "D"

(Description of the property allotted to  
the defendant no. 3, Dipen Kumar Banerjee).

ALL THAT piece and parcel of land measuring 0.0907  
acre equivalent to 5(five) Cottahs 7(seven) Chittacks 2(two)  
square feet being 19(nineteen) cottahs of land fully descri-  
bed in the schedule of the plaint, TOGETHER WITH portion of



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the building structure and fixture standing thereon, or attached therewith. The said 5 Cottahs 7 chittacks 2 square feet of land with portion of the said building is shown and delineated with violet colour and marked with letter "CC" in the map or plan annexed with this petition of compromise. The value of the said property is Rs. 7,500/- (Rupees Seven thousand five hundred) only.

SCHEDULE "E"

(Description of the common passage)

ALL THAT 6' (six feet) wide passage measuring 0.022 2 acre equivalent to 1 (one) cottahs 7 (seven) chittacks 31 (thirty-one) square feet, being portion of 19 cottahs of land fully described in the schedule of plaint, and shown and delineated with ~~orange~~ orange colour and marked with the words common passage. The value of the land of the said common passage is Rs. 600/- (Rupees six hundred) only.

SCHEDULE "F".

(Description of the private road)

ALL THAT 4' (four feet) wide private road measuring 0.0244 acre equivalent to 6 (six) chittacks 32 (thirty-two)





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square feet, being portion of 19 Cottahs of land fully described in schedule of the plaint and shown and delineated with blue colour and marked with the words "4 feet wide Private Road." in themap or plan annexed with the petition of compromise. The value of the land of the said private road is Rs. 400/- (Rupees Four hundred) only.

VERIFICATION

We, Sri Dilip Kumar Banerjee, the plaintiff and Sri Dwijesh Chandra Banerjee the defendant no.1 do hereby declare that the statements made in the foregoing petition are true to our knowledge and we sign this verification this the 11th day of June, 1986, sitting at our Advocate's Chamber at Judges' Court at Alipore.

Sd/- Dilip Kumar Banerjee  
Sd/- Dwijesh Chandra Banerjee

Typed by :-  
*P. Basu*

P. BASU DT. 01-03-2004.



Examined and found to be a true  
copy and correctly stamped.  
*Sankar Haldy*  
Alipore  
Comparing Clerk.  
This 3/3/04 Dist. Judge's Court.

Certified to be True Copy  
*pos*  
Charlatadar, Sub-Judges Court.  
Munsif Court, Alipore  
Head Copying Clerk Alipore  
Accepted s/s, 78 Act, 1 of 1878

03/03/04