

Suit No.400 of 1907

In the High Court of Judicature at Fort William in Bengal

Ordinary Original Civil Jurisdiction

117 - 8-5-2017

Ganendra Nath Mookerjee

Residing at No.41, Hidaram
Bannerjee Lane, in the Town of
Calcutta, Hindu inhabitant.

.....Plaintiff

-Versus-

Jotindra Nath Mookerjee

Residing at No.41, Hidaram
Bannerjee Lane, aforesaid, Hindu
inhabitant.

..... Defendant.

I certify that the supplied
Cause file in Case no. 400 of 1907
Ganendra Nath Mookerjee
-VS-
Jotindra Nath Mookerjee
is true to the best of my belief
and knowledge.

Advocate

P-1
Filed
P. Laxmi
05.5.2017



KALLY NAUTH MITTER
&
SARVADHIKARY
SOLICITORS

2, OLD POST OFFICE STREET
Calcutta 10th sept. 1908

Babu Kailash Chunder Bhattacharjee

Gonendra Nath Mookerjee
-vs-
Jotindra Nath Mookerjee

Dear Sir,

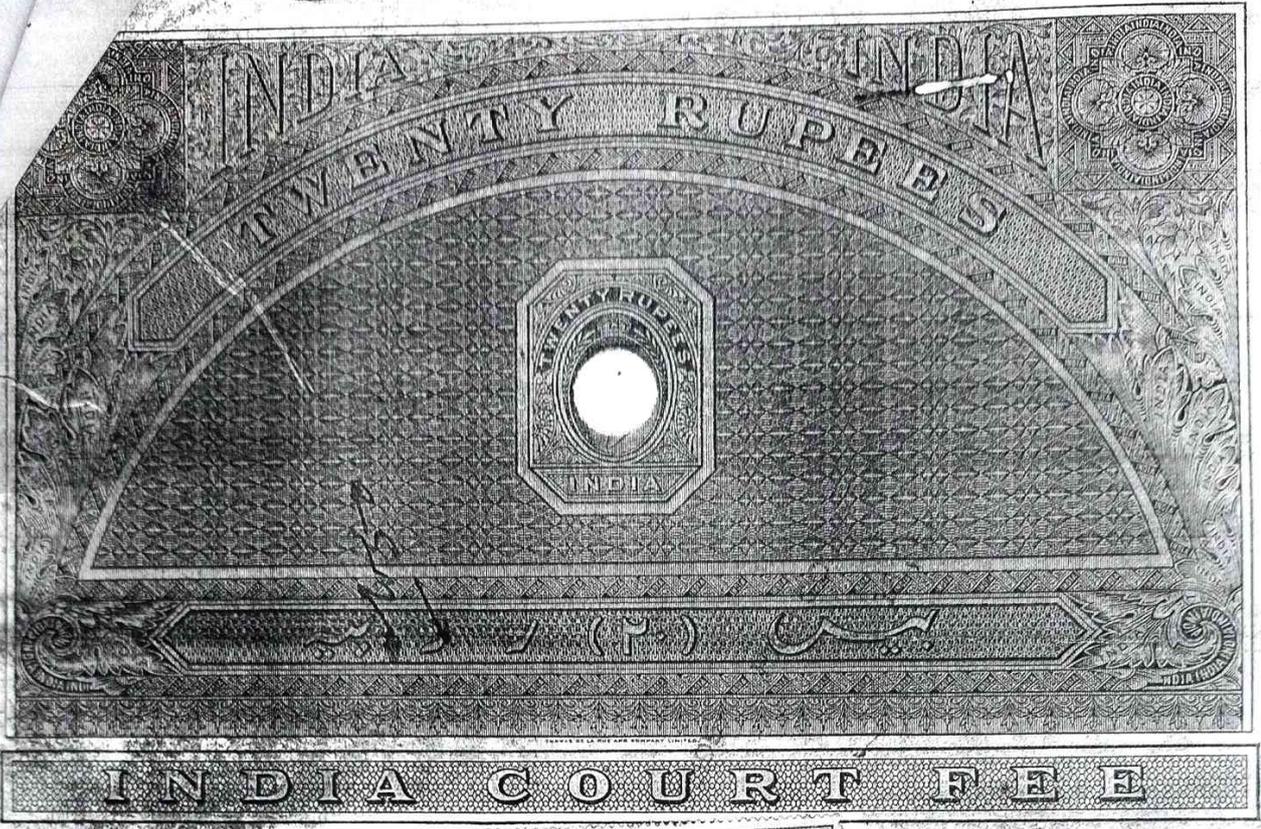
We shall be obliged by your getting the ~~de~~
~~decree herein signed by the learned vacation judge~~
at his Lordship's early convenience. The Commis-
sioner of partition has been appointed by the
decree and a Receiver has been appointed by the
decree and the parties are most anxious that the
Receiver and the Commissioner should do and com-
plete his work during the holidays.

Yours faithfully,

Kallynauth Mitter Sarvadhiikary
sm

P1
&

20 Rs.



Surinder 1000 of 1907

*High Court
C. C. P.*

*Caminda with husband
Jalandhar with husband*

*P. 2
86*

Sent to K... at...
of our old Post Office Street
Calcutta

24

one stamp paper 20 -
unpaid - 2 -
Total
Paid 16th Sept 1908

Shattachary

L.S. VENG...
Calcutta

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12 SEP 1906

Suit No. 110 of 1904

In the High Court of Judicature at Fort William in Bengal
Ordinary Original Civil Jurisdiction

Ganendra Nath Modkerjee residing at No. 41 Hidarum
Dhanisjee Lane in the Town of Calcutta Hindu Inhabitant — Plaintiff,
— And —
Jotindra Nath Modkerjee residing at No. 41 Hidarum
Dhanisjee Lane aforesaid Hindu Inhabitant — Defendant.

Suit for an account and partition; for an administration of
the Estate of Jotendra Nath Modkerjee deceased; for the appointment of a
Receiver; for an Injunction, &c.

Application being this day made to the Honorable Harry Ashington
Stephen one of the Judges of this Court by Counsel for the plaintiff in the
presence of Counsel for the defendant and upon reading a petition of the
plaintiff filed this day and the consent of the defendant's attorney at foot
thereof it is ordered and decreed with the consent of both the parties by their
respective Counsel that Babu Hari Podd Ghosal B.C.E. be and he is hereby
appointed the Receiver (without remuneration and without security) of the
moveable property and of the rents issues and profits of the immovable property
belonging to the estate of Jotendra Nath Modkerjee otherwise known as Sidheswar
Modkerjee deceased the intestate in the pleadings in this suit named, with
power to get in and collect the outstanding debts and claims due to the estate
of the said intestate and with all the powers provided for in Section 503 clause (d)
of the Code of Civil Procedure, except that he shall not without the leave of
the Court (1) grant leases for a term exceeding three years, or (2) bring suits
in a District Judge's Court except suits for rent, or (3) institute an appeal
in any Court (except from a decree in a rent suit) where the value of the
appeal is over Rupees one thousand, or (4) expend on the repairs of any
property in any period of two years more than half of the nett annual
rental of the property to be repaired such rental being calculated at the amount
at which the property to be repaired would let when in a fair state of repair:
And it is further ordered and decreed with the like consent that the defendant
and

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and all persons claiming under him do deliver up quiet possession of the said property moveable and immoveable of the said intestate together with all leases agreements for lease, Kabilials, accounts, books, papers, memoranda and writings relating thereto to the said Receiver. And it is further ordered and decreed with the like consent that the said Receiver do take possession of the said property moveable and immoveable and collect the rents issues and profits of the said property and that the tenants and occupiers do attend and pay their rents in arrear and growing rents to the said Receiver. And it is further ordered and decreed that the said Receiver shall have power to bring and defend suits in his own name and shall also have power to use the names of the Plaintiff and defendant who are to be indemnified out of the estate and effect of the said intestate. And it is further ordered and decreed with the like consent that the receipt or receipts of the said Receiver shall be a sufficient discharge for all such sum or sums of money or property as shall be paid or delivered to him as such Receiver as aforesaid. And it is further ordered and decreed with the like consent that the said Babu Hari Podo Gholal be and he is hereby appointed Commissioner to partition the property mentioned in the Terms of Settlement hereinafter mentioned. And the parties having agreed to the Terms of Settlement set forth in the Schedule hereto annexed marked A it is declared with the like consent that the said terms ought to be carried out and the same is further ordered and decreed accordingly.

Dated this twenty seventh day of August in the year of our Lord One thousand nine hundred and eight.

K. K. Mittal & Suresh Chandra - Attorneys }
 Suresh Chandra, Mookherjee - Attorney }

Sd/- Illegible, J.

M. Anand

Registrar.

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 ETD
 Haberm
 8.5.17

CERTIFIED TO BE A TRUE COPY
 Biswajoy Mukherjee
 08.5.17
 Authorised under Section 76 of
 the Indian Evidence Act, 1872

Schedule A referred to in the annexed Decree made in Suit No. 100 of 1907 and dated the 27th day of August 1908.

Terms of Settlement.

1. That Babu Hari Prasad Ghosal B.C.E., should be appointed Receiver of the Estate of Jogendra Nath Mookerjee deceased the intestate in the pleadings in this suit named, without remuneration and without security and as Commission of partition to ~~work upon the said estate in the~~ manner following:-

2. That as agreed between the plaintiff and the defendant on the intervention of the friends the said Babu Hari Prasad Ghosal do allot and make over, endorse and convey as the case may be to the plaintiff the following property:-

(a). The portion of the land, house and premises No. 11 Hidaram Banerjee Lane (which formed the dwelling house of the said deceased) which is in the plan hereto annexed and marked A as Lot No. I and Coloured Red,

✓ containing an area of 4 Cottahs and 2 Chittacks, be the same a little more or less, together with the building thereon and which portion is valued at Rupees 8000/- free from all rights of easements of the defendant for existing state of things,

(b). The household articles selected by the plaintiff with the defendant's consent, of the value of Rs. 142-6-0, and,

(c). Government Promissory Note No. 125790 of the 3 1/2% loan of 1865 of the nominal value of Rs. 5000/-.

3. That as similarly agreed the said Babu Hari Prasad Ghosal do allot, make over, endorse and convey as the case may be the following property to the defendant:-

(a). The partition of the said dwelling house which is in the said Map or Plan marked A as Lot No. II and Coloured Yellow, containing an area of 3 Cottahs and two Chittacks a little more or less, together with buildings thereon and which portion is valued at Rs. 8500/- free from all rights of easement for existing state of things by the plaintiff,

(b). The piece of land with a small tank and an old small building at Hooriapara Bagbar in the French Chandernagore, containing an area of 16 Cottahs which is at present in the occupation of Madhabi Devi, and valued at Rs. 725/-,

(c). The piece of paddy land in the village Nama Soarpure, district Hooghly, containing an area of 1 1/2 Bighas, valued at Rs. 150/-,

(d). Household articles selected by the defendant with the plaintiff's consent of the value of Rs. 561/-, and,

(e). Government Promissory Note No. 1140313 of the 3 1/2% loan of 1865 of the nominal value of Rs. 4000/-.

4. That the defendant do pay to the plaintiff the sum of Rs. 366-13-00 within six months from the date of this decree in full of the asseily payable as a result of the aforesaid partition in default of which interest at the rate of 6 percent will be payable on the said sum of Rs. 366-13-00.

5. That the allotments of the dwelling house No. 24, Hiranam Bamerjee's lane will be separated and closed up against each other by the 15th of Assar 1315 B.S. corresponding with the 9th day of October 1908 on which date each party will be entitled to exclusive possession of his respective allotments as aforesaid.

6. That the family Shakti Sreedhar Jew will be worshipped by the plaintiff and the defendant for one year alternately on the following order to wit, the defendant during the years 1315, 1317, 1319, and so on, and the plaintiff during the years 1316, 1318, 1320, and so on.

7. That the plaintiff and the defendant should pay the following debts left by the said deceased in equal share, namely: -

Kaba Kuman Gue	...	...	...	...	Rs. 21-13-6
Gopal Pal	...	...	...	...	27-6-9
Lalit Sha	...	...	...	...	50-8-6
Sharanji Pater	...	...	...	...	53-14-0
Rambado Dass	...	...	...	...	75-4-3
Ramesh Das	...	...	...	...	89-10-0
Shagabati Dasseer	...	...	...	...	80-15-0
and Bigambar Sarkar	...	...	...	...	41-12-0
Bhim Nag	...	...	...	...	43-8-6
Dick Lagers	...	...	...	...	55-12-0
Khantho hohem	...	...	...	...	350-0-0
Gyanendra Nath Mookerjee, the plaintiff, for Sraddh and Sapindikaran ceremonies	...	...	...	...	41-4-6
Bharat Karmakar	...	...	...	...	24-0-0
Shastee Pujaree	...	...	...	...
					<u>Purpees 957-7-00</u>

8. That each party do bear and pay his own costs to be taxed, if necessary by the taxing officer of this Court on Scale No. 2 as between attorney and client.

Sd/ M. S. S. S. S.

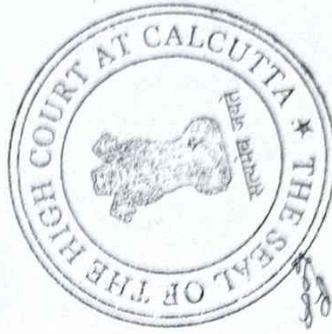
M. S. S. S.
Registrar

CERTIFIED TO BE A TRUE COPY
Swarnajyoti Mukherjee
08.5.17
Authorised under Section 76 of
the Indian Evidence Act, 1872
Act-1 of 1872

104-9

Signed by the Judge 16. 9. 08

- i) Date of application on for Copy..... 04. 05. 17
- ii) Date of notifying the charges..... 05. 05. 17
- iii) Date of putting in the charges..... 05. 05. 17
- iv) Date on which the copy is ready for delivery..... 08. 05. 17
- v) Date of Making over the copy to the applicant.....



[Signature]
 Section Officer
 (Group-A Service) 8/5/17
 High Court, Original Side,
 Calcutta

A. N. Banerjee,
Adv

Suit No 100 of 1907.

N.B.

High Court fees
copy

Ganendra Nath Banerjee
 vs.
 Jotindra Nath Banerjee

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Decree of 27th August 1908.

Filed this 16 day of September 1908.

[Signature]
 Assistant Registrar

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