

Bhaskar Ghosh,
Manish Ghosh by the pen of
Bhaskar Ghosh, constituted
attorney.

DIST.: BURDWAN

IN THE COURT OF THE LD. CIVIL JUDGE (JR. DIV.) 1ST COURT,
DURGAPUR.

S.S.No.: 22/2008.

Plaintiffs :-

Sri Dipak Kr. Rai & Ors.

=VS=

Defendants :-

Sri Bhaskar Ghosh & Ors.

Written Statement filed by the
Defendant No.- 1 & 2.

The abovenamed defendant's
Most Respectfully,

S H E W E T H :-

- 1) That the suit is not at all maintainable in the present form and law.
- 2) That there is no cause of action to file this suit against these defendants.
- 3) That the plaintiffs have/had no locus standi to file this type of harassing and false suit against these defendants.
- 4) That the suit is barred by the provisions of Sec-54 of Specific Relief Act.
- 5) That the suit is barred by the provisions of West Bengal Land Reforms Act.

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- 6) That the suit is bad for defect of parties.
- 7) That the suit is barred by the principals of estoppel, waiver, acquiescence and admission.
- 8) That the suit is barred by the provisions of C.P.Code.
- 9) That the plaintiffs did not come to the Id. Court with clean hands for this reason the suit is not at all maintainable.
- 10) That the suit is not maintainable due to suppression of material facts.
- 11) That all the statements and allegations made by the plaintiffs against these defendants are totally false, fabricated, baseless and concocted as such these defendants denied the same.
- 12) That the statements made in para- 1 & 2 of the plaint are totally false and fabricated, as such these defendants denied the same. It is totally false to say that the property mentioned and described in the schedule-A belong originally belonged to Kali Prasanna Pal and Satish Ch. Mondal and the schedule-B property belonged to the then Zaminder Charu Chandra Mukhopadhyay. It is also false to say that the aforesaid original owners of the schedule-A & B property were pious and religious minded and owned and possess huge landed property in Mouza-Pardahi. Entire onus is upon the plaintiff to their statements by submitting cogent documents.
- 13) That the statement made in para-3 of the plaint is

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totally false, fabricated and concocted as such these defendants denied the same. It is totally false to say that the forefather's predecessors of the plaintiff No.1 and other members of the alleged Trustee Board desired to establish a Bishnu Idol at their Village ~~by establish a Bishnu~~ by constructing a Temple and accordingly they were needed landed property as per their request the alleged owners dedicated the landed property mentioned in the schedule-A & B verbally to the then villagers of Pardahi for the purpose of a Temple for established and idol of 'Bishnu' and also for Hari Sankirtan Nat Mandir. That the plaintiffs are bound to prove the same by filing documents.

14) That the statement made in para-4 & 5 of the plaint is totally false and fabricated, as such denied by these defendants. It is false to say that after dedication of the property the Temple and Hari Sankirtan Nat Mandir has been constructed and the cost has been donated by the villagers. It is false to say that since 1st January 1901 the alleged Solanna committee of Pardahi village has been performing the Sevapuja and Harinam Sankirtan in every year peacefully and uninterruptedly. Entire onus is upon the plaintiffs to prove the same.

15) That the statement made in para- 6 of the plaint is a cock and bull story. Not only that in false fabrica-

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fabricated and baseless for this reason these defendants denied the same. It is totally false to say that on 24.10.2007 all the village Soloanna Committee performed the Vijaya Sarmilani and on that day they intend to entrust the Daily "Lord Bishnu" and Hari Sankirtan Mandir in the hands of alleged charitable Trust for better management and development of Hari Sankirtan Mandir & the Temple of "Lord Bishnu". It is false to say that the alleged settlar formed the alleged Trust Deed as desires by the Villegers. The plaintiffs are bound to prove the same by documentary evidence.

- 16) That the statement made in para-7 of the plaint is false and fabricated for this reason denied by these defendants. It is false to say that one of the settlers the plaintiff No.1 has decide to make necessary repairs and development of the alled temple.
- 17) That the statements made in para- 8, 9 & 10 are totally false, fabricated, baseless and concocted. These defendants denied their statements and allegation. It is totally false to say that on and from 12.1.2003 these defendants claiming the schedule mentioned property as owner. It is totally false to say that the Daily Lord Bishnu and Hari Sankirtan Mandir have acquired right, title, interest and possession over the schedule mentioned property by way of dedication. It is totally false to say that the plaintiffs posse-

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possessed the schedule mentioned property as well as schedule-B property adversely, openly, peacefully and untemptedly. Entire onus is upon the plaintiffs to prove their all statements and allegations.

18) That the statements made in para-11, 12, 13 & 14 of the plaint are totally false baseless concocted and abnormal for this reason these defendants denied the same.

19) That these defendants beg to state :-

- a) that the suit properties as well as the schedule A & B property as described by the plaintiffs are vague. They did not mentioned the diamention of 4 Sataks of Land out of 92 Sataks of Land over Plot No.336 and 20 Sataks of Land out of 51 Sataks of land over the plot No.337 at Mouza-Pardai;
- b) that the plaintiffs have no right title interest and possession over the schedule properties for this reason they have no right to sue against the defendant. Not only that the then alleged Zaminder and alleged land owner did not dedicated the schedule mentioned properties for making any Mandir or ~~not~~ Nat Sala or Nat Mandir. They have no scope to challenge the Record of Rights before this Id. Court.
- c) that there was no Trustee for the said Lord Bishnu and Hari Sankirtan Nat Mandir upto December, 2007,

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but admittedly the plaintiff has stated they have founded a Charitable Trust in month of January, 2008 only to grab the schedule-B property i.e. the Plot No.337 by filing this type of false and baseless suit. Not only that the Charitable Trust is a false one only to grab the suit properties for interested person is trying to create the Trust;

- d) that there is no Record of Rights in R.S. & L.R. lying in the names of 'Lord Bishnu' a Hari Sankirtan Nat Mandir or in the name of Trust in respect of Schedule-B property till date;
- e) that Sri Kartick Ch. Saha S/o. Sri Nishi Kanta Saha of Vill. Lakuddi is/was the original owner of the entire Plot vide No.337 of Mouza-Pardai and during his possession he transferred the entire portion of the Land in favour of Sri Asoke Kr. Burman S/o. Sri Jiban Prasad Burman and Sri Nemai Ch. Nag S/o. Late Asutosh Nag, by dint of Regd Sale Deed No.221/1960 of Sub Registrar Office at Burdwan and delivered the possession to that effect. After acquiring the right, title, interest and possession of the same they have jointly transferred the entire plot in favour of Sri Bhupal Chandra Ghosh S/o. Sri Priyanshu Ghosh by dint of Regd Sale Deed No.4742/1961 of Sub-Registrar office Burdwan along with appropriate sketch.

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map and delivered possession to that effect.

- f) that said Bhupal Chandra Ghosh possessed the entire plot vide No.337 area 51 sataks up to his death without any interruption and obstruction from any corner. And just after the death of said Bhupal Chandra Ghosh his legal heirs namely Sri Bhaskar Ghosh and ^{the} Sri Manisha Ghosh have acquired the entire plot and their names have duly been recorded in the L.R.Record of Rights in Kh.No.156 & 157. Not only that they have paid the settlement tax before the competent authority of Govt.
- g) that the land is situated within the jurisdiction of Durgapur Municipal Corporation due to this reason the present owners of Plot No.337 have paid the holding tax in respect of Plot No.337. Not only that the present owners of the said plot Sri Bhaskar Ghosh and Manisha Ghosh has jointly applied for conversion of land before the Md. S.D.L.& L.R.O. Durgapur-
- h) that the plaintiffs are not the owner or occupier or possessor of the plot no.337 of Mouza-Pardai. They falsely incorporated the few portion of plot No.337 in their suit only to harass the defendant No.1 & 2.
- i) that the plaintiffs did not specify the schedule-A & Schedule-B property in their plaint. Admitted-

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Admittedly they stated the area of Schedule-A property is 04 Satak out of 92 Sataks and the area of schedule-B property is 20 Satak out of 51 Sataks. The plaintiffs neither mention the boundary of the schedule-A & B property nor Annexed proper sketch map in their plaint. In this situation the plaintiffs have no scope to pray for declaration & permanent Injunction order over their suit properties.

- j) that the story of adverse possession is totally false and fabricated and these defendants neither connected with the Plot No.336 nor making any construction work over the plot No.336 of Mouza-Pardai. There is no amalgamation of Plot No.336 & 337 on the locality.
- 20) That save and except all the statements which are specifically admitted by these defendants those are bound to prove the plaintiff by adducing evidences.

In the facts and circumstances stated above your Honour graciously be pleased to dismiss the suit with cost.

A F F I D A V I T

I, Sri Bhaskar Ghosh S/o. Late Bhupal Ch. Ghosh, aged about 48 yrs, by faith-Hindu, by occupation-Advocacy, resi-
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resident of 76 Raj Danga Main Road, P.O.Kolkata-¹⁰⁷7~~6~~, P.S.Kasba
do hereby solemnly affirm and declare as follows :-

1. That I am one of the defendants in this case.
2. That I am well acquainted with the facts of
this case.

That the above made all statements are true to my knowledge
I sign and swear this affidavit on this the 9th day of
November, 2009 at Durgapur Court.

Drafted by me,
typed at my office,
Identified by me,

Bhaskar Ghosh

Advocate.

Declarant.