



14 dt 7/9/2002

est Bengal Form No. 3263

Suit filed on - 28.6.2002

Suit valued at Rs 30,00,000/-

Suit disposed on - 5.7.2002

HIGH COURT FORM NO. (J) 25.

DECREE IN ORIGINAL SUIT.

(Order 20, Rules 6 and 7, Code of Civil Procedure.)

DISTRICT Uttar Dinajpur

IN the

Court of Civil Judge, at Raiganj
Serison Division

Partition SUIT No. 30 OF 19 2002

Shri Hinalal Kalyani
S/o. Late Keshari Chand Kalyani
of Bandan.
P.O and P.S. Raiganj
Dist. Uttar Dinajpur.

Plaintiff (S).

versus

1. Shri Radhakrishna Kalyani.
2. Shri Nanda Kishore Kalyani, both sons of
Late Keshari Chand Kalyani, both residents of
Bandan, P.O and P.S. Raiganj, Dist. Uttar
Dinajpur.

Versus

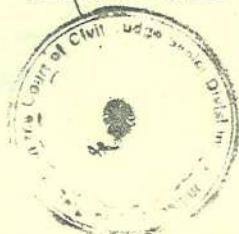
EXAMINED BY

07-09-02

CLAIM for Rs. 30,00,000/- (Rupees thirty Lakh) only. Defeniant (S).

Suit for preliminary decree for the suit properly according to the shares of the parties and appointment of a commissioner for effecting the partition as per preliminary decree and for final decree for partition embodying the commissioners report and cost of the suit.

XEROX
OPERATOR



178
601. Dated 11/11/2002
B.W. 1
Signature of H. C. J.
7/9/2002



1. Date of application for copy - 17-08-02
2. Date fixed for notifying the requisite stamps... 20-08-02
3. Date of delivery of the requisite stamps... 22-08-02
4. Date of which the copy was ready for delivery... 07-09-02
5. Date of making over the copy to the applicant... 10-9-02
6. Cost of Copy .. Rs. 7.80 (Amplified Service and paper eighty only)
7. Number of Xerox sheets used 6 (serv) full

Certified to be True Copy
Authorized under section
76, Evidence Act.
(Act. I of 1972)

M. M. Behar, Not.
Head Comparing Clerk
Copying Department,
Civil Court
Raiganj, Uttar Dinajpur

7/9/2002

XEROX
COPY

Schedule

(2)

Dist. Uttar Dinajpur, P.S. Raiganj, Mouza -
Mokondhati, J.L. No. 151, R.S. Kh. No. 304,
Post mutation Kh. No. 228/9, 228/7, 228/8, ...
Plot No. - 1096, Area - 0.75 acre land with
some old constructions on a portion
thereof.

This suit coming on this day for final disposal before Sri A. Chakraborty,
Civil Judge, Senior Division, Raiganj in the presence of
Uttar Dinajpur

Sri Dilip Paul, Advocate for the Plaintiff,
and of

Sri Pallab Das, Advocate for the Defendant,

it is ordered and decreed that the suit be and the same
is decreed in preliminary form in terms
of compromise petition dated 5.7.2002
so far as it relates to the parties to the
suit and the subject-matter of the suit.

The compromise petition dated
5.7.2002 do form part of this preliminary
decree of partition.

RECORDED

07/07/02



XEROX
OPERATOR

601, 178
Petition No. H., Dated: 17/8/2002

Signature of H. C. J.

7/9/2002



and that the sum of Rs.
be paid by the

to the

on account of the costs of this suit, with interest thereon at the rate of
per cent, per annum from this date to date of realisation.

Given under my hand and the seal of this Court, this * 5th

*Enter here the date
of the Judgment.

day of July 12, 2002
Certified that addresses
given above are addresses
for service filed by the parties
for causing service.

6/7/2002

Alhasan
11/7/2002
Civil Judge, Senior Division,
Raiganj, Uttar Dinajpur.

N.B.—The Judge shall make an autograph note stating the date month and year on which the decree is signed and
initial the corrections or alterations, if any.

XE-ROX
OPERATOR

EXAMINED BY

07-07-02

Petition No. 11 Dated 17th 8/2002

BNOI
Section of L & C

7/9/2002

COSTS OF SUIT.

Plaintiff	Rs.	P.	Defendant	Rs.	P.
1. Stamp for plaint.	15	= 00	1. Stamp for power	2	= 00
2. Stamp for power.	2	= 00	2. Stamp for petitions and affidavits	75	= 00
3. Stamp for petitions and affidavits.	75	= 00	3. Cost of exhibits including copies made under the Bankers' Books' Evidence Act, 1891.		
4. Cost of exhibits including copies made under the Bankers' Books' Evidence Act, 1891.			4. Pleadings' fee on Rs. 30,00,000 - 5000 = 00	5000	= 00
5. Pleadings' fee on Rs. 30,00,000 - 5000 = 00	5000	= 00	5. Subsistence and travelling allowances of witnesses (including those of party if allowed by Judge)		
6. Subsistence and travelling allowances of witnesses (including those of party if allowed by Judge)			6. Process fees		
7. Process fees			7. Commissioners' fees		
8. Commissioners' fees			8. Demi-paper		
9. Demi-paper	50	= 00	9. Cost of transmission of records		
10. Cost of transmission of records			10. Other costs allowed under the Code and Civil Rules and Orders		
11. Other costs allowed under the Code and Civil Rules and Orders			11. Adjournment costs not paid in cash (to be deducted or added as the case may be)		
12. Adjournment costs not paid in cash (to be added or deducted as the case may be)					
Total Rs. 5018	25		Total Rs. 5002	75	

NOTE 1.—The parties should apply as soon as possible for the return of all exhibits which they may wish to preserve as they will be destroyed at the time prescribed by the High Court (Rule 557 et seq., Civil Rules and Orders; Vol. I.)

NOTE 2.—The above note or the Schedule of costs shall be penned through if there are no exhibits for return of no costs in favour of any party. (See Note 1 to Rule 486, Civil Rules and Orders, Vol. I.)



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OPERATOR

Petition No. 601, Dated 17/8/2002
B.N. Chandra
Signature of B. N. Chandra
7/9/2002



Hiralal Kalyani

Delip Paul Advocate for plaintiff

Radhakrishna Kalyani - Nanda Kishore Kalyani

Pallab Das Advocate for defendants

8 dt. 5 I 2002

In the Court of the Civil Judge Senior Division, Raiganj

Partition Suit No. 30/2002

Sri Hiralal Kalyani - vs - Radha Krishna Kalyani & Nanda Kishore Kalyani.

The humble petition of compromise by the plaintiff and defendants no.1 & 2.

Most respectfully sheweth as follows :-

- That your petitioners have made up their minds to partition the joint suit property measuring 0.75 acre of land equalling to 45 (Fortyfive) Katthas of land by metes and bounds by mutual consent making provision of the property described in Lot No. 1 in favour of the defendant no.1, Lot no.2 in favour of defendant no. 2, and Lot no.3 in favour of the plaintiff, on a term mutually agreed by them that none of them or any of their heirs, assigns and / or successors-in-interest will be under any obligation to keep any space vacant from the boundary lines in between their properties of different lots as and when they intend to raise any construction within the property of the respective lots, which have already been physically well demarcated on the spot.
- Your petitioner therefore prays for accepting allotments of the property in the way mentioned hereinbefore so that the final decree may ultimately be passed according thereto.
- And your petitioners in duty bound shall ever pray.

LOT - 1

District Uttar Dinajpur, P.S.Raiganj, Mouza Mohanbati, J.L. No.151, R.S. Khatian no. 304, Post-mutation Khatian no. 228/7, 228/8 and 228/9, plot no. 1096 wherein land measuring 20.52 Kattha approx. with some old construction consisting of one old brickbuilt tin shed godown with verandah and three brickbuilt pucca roofed rooms and one latrine all valued at Rs.10,00,000.00 (Rupees Ten Lac). The eastern side wall of the godown within lot no.1 will be common wall with godown of lot no.2 which has been allotted to the defendant no.2 and the wall in the front side verandah in the south is exclusively within lot no.2 and the western side land & verandah are within lot no.1. The boundary walls raised in between lot no.1 and lot no.3 will remain common among the plaintiff and the defendant no.1. The entire property of lot no.1 is in the western side of the suit property.

LOT - 2

District Uttar Dinajpur, P.S.Raiganj, Mouza Mohanbati, J.L. No.151, R.S. Khatian no. 304, Post-mutation Khatian no. 228/7, 228/8 and 228/9, plot no. 1096 wherein land measuring 10.34 Kattha approx. with some old construction consisting of one old brickbuilt tin shed godown with verandah and six brickbuilt & Tinsed rooms and one latrine and one bathroom, one bedi of Goddess Kali and one Neem Tree all valued collectively worth Rs.10,00,000.00 (Rupees Ten Lac). The western side wall of the godown within lot no.2 will be common wall with the godown of lot no.1, which has been allotted to the defendant no.1 and the western wall of the lot no. 2 in the front side verandah in the south is exclusively within lot no.2 and all the land & property to the east of the wall is within lot no.2. The boundary walls raised in between lot no.2 & lot no.3 will remain common among the plaintiff and the defendant no.2. The entire property of lot no. 2 is in the Northeastern side within the suit property.continued page 2

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no form part of the preliminary decree

XE-ROX OPERATOR

Plaintiff No. 1

601 17 8 2002

BNW

7/9/2002



Hiralal Kalyani

Dileep Paul
Adv.
for plaintiff

Radhakrishna Kalyani

Nanda Kishore Kalyani

Pallab Das Advocate for
defendants

Page 2

LOT-3

District Uttar Dinajpur, P.S. Raiganj, Mouza Mohanbati, J.L. No.151, R.S. Khatian no. 304, Post-mutation Khatian no. 228/7, 228/8 and 228/9, plot no. 1096 wherein land measuring 14.14 Kattha approx. consisting of one old jute press with old tin shed and one apartment shed and a small godown with tin shed all valued collectively worth Rs.10,00,000.00 (Rupees Ten Lac). The portion of the property is to the East of plot no.1 and south of Plot no.2 having the boundary walls in between the property of adjoining Lots remaining common with defendant no.1 and defendant no.2 respectively. The entire property of lot no. 3 is in the Southeastern side within the property.

Filed on 5/7/2002

We Hiralal Kalyani the plaintiff and Radhakrishna Kalyani and Nanda Kishore Kalyani the defendants no.1 and 2 declare that the contents of the petition above are true to our knowledge and belief, and we sign this verification at the court premises on 05-07-2002.

Hiralal Kalyani
Radhakrishna Kalyani
Nanda Kishore Kalyani

DEMANDED BY

Di
07-09-02

XEROX
OPERATOR

60/ 178
Dated 17/8/2002
BNW
Signature of H. C. J.
7/9/2002