IN THE HIGH COURT OF JHARKHAND AT RANCHI
Second Appeal No. 36 of 2022
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1. Sachida Nand Choudhari, aged about 68 Years,
son of Late Dwarika Choudhari
2. Baleshwar Sao, aged about 71 years, son of Late Gopi Sao
4. Sudhir Swarnkar, aged about 45 years, son of Kedar Sao
5. Geeta Devi, aged about 47 years, wife of Churaman Prasad
6. Rita Devi, aged about 52 years, wife of Rajesh Prasad
All resident of Village- Bundu, Petarbar, P.O. and P.S. Petarbar, District- Bokaro, Jharkhand .... Appellants

Versus

1. Md. Rafik, Son of Allhauddin Ansari
2. Md. Gulam, Son of Md. Safik,
Both resident of Village-Lukaiya Bundu, Petarbar, P.O. and P.S. Petarbar, District- Bokaro, Jharkhand
3. Dhananjai Prasad @ Bhola Choudhari, son of Late Dwarika Choudhari,
Resident of Village- Bundu, Petarbar, P.O. and P.S. Petarbar, District- Bokaro, Jharkhand .... Respondents

CORAM: HON'BLE MR. JUSTICE SANJAY KUMAR DWIVEDI

For the Appellants : Mr. Ankit Vishal, Advocate
For the Respondents : Mr. Aditya Banerjee, Advocate

20/08.10.2026 Heard learned counsel for the appellants and learned counsel for the respondents.

2. This second appeal has been filed being aggrieved and dissatisfied with the judgment and decree dated 04.02.2022 (decree signed on 10.02.2022) passed by District Judge-V, Bokaro dismissing the Civil Appeal No.44 of 2019 and confirming the judgment and decree dated 26.03.2019 (decree Signed on 10.04.2019) passed by Civil Judge (Senior Division-1), Bermo at Tenughat in Title Suit No. 27 of 2008.

3. It transpires from the judgment of the learned court that case of the plaintiff is that land of Plot No. 187 under Khata No. 51 area 15 decimal of village Bundu (Petarbar), P.S. Petarbar, Dist. Bokaro more fully described in Schedule "A" below to the plaint and in here after referred to as the suit land. In about Sambat 2001, Saal, Bhagwat Singh, father of Ranjeet Singh got the oral settlement of the land of suit Plot No. 187, area 15 decimal bound in north Parti Kadim, south- Nij Settlement land, east- Parti Kadim and west- Sadhucharan Tiwari appertaining to Khata No. 51 of Village Bundu,

P.S. Petarbar, (now Bokaro) along with other lands by the Ex-land lord in favour of Ranjeet Singh and the Ex-land lord put the settle Bhagwat Singh and Ranjeet Singh in possession over the oral settled land through measurement by Amin and the said Ranjeet Singh came in khas actual and exclusive possession over the oral settled land and thereafter the then ex-land lord in confirmation of said oral settlement granted a Hukumnama in the name of Ranjeet Singh for the same on getting of payment of valuable Salami and the settle-Ranjeet Singh continued in possession there over.

4. Since the day of settlement the settle- Ranjeet Singh had been came in peaceful cultivator possession over his said settled land i.e. suit land by growing Kunthi Surguja, Gundul etc. crops each and every year and regularly paying rent thereof to the ex-land lord till before the vesting of the Zamindari against the grant of rent receipt and after vesting of the Zamindar, the State of Bihar opened the demanded of suit Plot No. 187 area 15 decimal land along with other land. It is place to mention here that rent of suit Plot No. 187 was payable with the rent of Khata No. 1 in the name of Bhagwat Singh, father of Ranjeet Singh. Ranjeet Singh has been paying rent to the State of Bihar and obtains the rent receipt for same with Khata No. 1 in the name of Bhagwat Singh. In the year 1990, the Circle Office, Petarbar illegally instituted the encroachment case for the land of Plot No. 187 area 15 decimal including the suit land against the Ranjeet Singh filed the appeal in the court of A.C., Giridih vide Miss. Appeal No. 45-89/1990 and the A.C., Giridih accepted the genuine of the settlement of land of suit Plot No. 187, area 15 decimal including the suit land in the name of Ranjeet Singh and set-aside the order of Circle Office, Petarbar and confirmed the possession of Ranjeet Singh. Thereafter, in exercise of right, title, interest and possession, said Ranjeet Singh on getting valuable consideration, transferred the entire land of Plot No. 187, area 15 decimal to the plaintiffs by executing two Sale Deeds No. 2311 and 2312 dated 18.07.2007 and put the plaintiffs in possession over the same on the day of the registration of the sale deed and plaintiff came in possession over the same. Since the date of purchase, the plaintiffs have been coming in peaceful cultivation possession over the suit land and later on, the plaintiff amalgamated the purchased land within the same compact block and within the commonly boundary as North -land of

Malik, South- land of Indrajeet Singh at present Ghanshyam Singh and others East- Rasta and west at present Shankar Sahay. After purchase the land, the plaintiff constructed a house (Godown) over the same portion of the suit land for the purpose of keeping several kinds of article i.e. parts of two wheeler, such as Petrol Tanki, Bolero Tyre, chair, Chouki, mixture of pocket of (Bijeta Comp) and etc. The said articles kept by the plaintiff in the said godown. This fact also can be verified after appointing a pleader commissioner.

5. The plaintiffs also surrounded the suit land by boundary wall. The vender of the plaintiff had been coming in peacefully openly continuously exclusively and uninterrupted possession over the land in suit Plot Nos. 187 area 15 decimal including the suit within the knowledge of the defendant and his ancestor since the respective date of settlement of the land for the several twelve years, and this the vendor of the plaintiff namely Ranjeet Singh also got the title over the suit land in the Sambat 2012-2013 by adverse possession and after purchased all right, title, interest or possession of Ranjeet Singh over the land of suit Plot No. 187, area 15 decimal vested into the plaintiff and thus he also got the title over the suit land by adverse possession. After purchase the suit land by the plaintiff there has been also a proceeding, under Section 144 of Cr.P.C. in between the plaintiffs being the second party defendant- Sachida Nand Choudhary being the first party regard to suit land before the court of S.D.M., Bermo at Tenughat, but the said proceeding was dropped in the said case and the defendant no. 1 had led false claim over the suit land on the basis of settlement in the name of Maheshwari Devi. It is necessary to mention here that Maheshwari Devi sold the land of Plot No. 18.7 area 60 decimal to several persons namely Parasnath Agarwal, Kishore Haluwai, Indrajeet Singh, Sachinand Choudhary and other also 18 decimal land donated for Mahavir Temple and Vishwa Hindu Parisad. After sold and transferred the land of Plot No. 187 area 60 decimal to several persons namely Parasnath Agarwal, Kishore Haluwai, Indrajeet Singh, Sachinand Choudhary and other also and 18 decimal land donated for Mahavir Temple and Vishwa Hindu Parishad. After sold and transferred the land of plot no. 187 area 60 decimal one Shivcharan Mahto filed a title suit in the court of the Munsif, Bermo at Tenughat for the Plot

No. 187 against Maheshwari Devi and purchase vide Title Suit No. 43/89 which was decided in favour of Shivcharan Mahto, thereafter, the defendant and his mother and purchaser filed appeal against the judgment of T.S. No. 43/89 vide T.A. No. 35/90 before the court of Additional Judge and the said appeal was dismissed and confirmed the judgment of the Munsif. Learned court found and observe in judgment that Hukumnama of Maheshwari Devi i.e. mother of defendant no. 1 is manufactured document and no value in the eye of law and also observe that the mother of the defendant had no right, title, interest and possession over the Plot No. 187.

6. It is further pleaded that the matter was going on peacefully, but, on 18.05.2008, Sachinand Choudhary with collusion of other defendant led false claim over the suit land and started giving several kinds of threatening to him by saying that if they (plaintiffs) and his family member would came over the suit land, they all would be done to death and they further gave threatening to dispossess the plaintiff from the suit land having led false claim over the same and also saying that they have purchased the suit land from Brijkishor Prasad and Maheshwari Devi vide Sale Deed Nos. 60 and 61 dated 08.01.05 and Sale Deed Nos. 1166, 1167 and 1168 dated 15.05.2008. The Sale Deed Nos. 60 & 61 dated 08.01.2005 executed by Brijkishor Prasad in favour of Geeta Devi and Reeta Devi (defendant Nos. 6 & 7) and Sale Deed Nos. 1166, 1167 and 1168 dated 15.05.2008 executed by Maheshwari Devi and Brijkishor Prasad had no right to transfer the suit land in favour of the defendants and also the defendant had and have got no right, title, interest and possession over the suit lands on the basis of sale deeds. The recital of the sale deeds are also wrong. If the defendants produces any kinds of documents i.e. sale deed, Hukumnama, rent receipt etc. that may be forged and manufactured documents and not binding upon the plaintiffs, and their vendor. After purchase of the suit land by the plaintiff, the defendants started making false claim over the suit land and they have threatened the plaintiff on 18.05.2008 and 24.05.2008, on subsequent days to dispossess the plaintiff from the suit land with the help and support of undesirable elements and as such it has cast cloud upon the plaintiff's title over the suit land and in order to clear the clouds, the plaintiff have been advised to file this suit. The defendants have got no valid right, title, interest

and possession over the suit land in other hand the plaintiffs have got valid right, title, interest and possession over the suit land. Therefore, claim of the defendants are false, illegal and inadequate. The plaintiffs have a good prima-facie case and there is every chance of the plaintiff success in this suit. The balance of convenience lies in favour of the plaintiffs and against the defendants. The defendants along with their men, agent and servant may kindly be restrained by an order of temporary injunction from interfering alienation, damage and changing the nature of suit land or from interfering with the peaceful possession of plaintiffs over the suit land. In other word, if the defendants would succeed to dispossess the plaintiffs from the suit land, in that event, they will also change the nature and character of the suit land, which will put the plaintiffs to irreparable loss and which cannot be compensated in terms of cost. The cause of action for the suit arose on 18.05.2008 and 24.05.2008, when the defendants having come to the suit lands threatened the plaintiffs besides other to dispossess them from the suit lands having laid false claim there over and there day to day within the jurisdiction of this court. The suit has been valued at Rs. 2,25,000/-.

7. The defendants by way of their written statement has raised objection on the point that the suit is not maintainable in its present form, having no cause of action, barred by law of limitation, hit by provision of Section 34 of Specific Relief Act, hit by the provisions of C.N.T Act, bad for non-joinder of the parties, hit by the principle of waiver, estoppel and acquiescence.

8. The case of the defendants is that the land under Khata No. 51 plot No. 187 was recorded as Gairmajurwa land of the ex-landlord during the last cadastral survey and settlement operation and the ex-landlord was in possession over the same. One Maheshwari Devi reclaimed the land within Plot No. 187 Khata No. 51 with the oral permission of the ex-landlord and thereafter Maheshwari Devi paid salami as well as rent to the ex-landlord and ex-landlord after acceptance of salami and rent, he settled the lands in the name of Maheshwari Devi vide Sambat 2002 and 2003 Saal and the ex-landlord settled and confirm the possession of Maheshwari Devi over the settled land. It is necessary to mention here that the ex-landlord settled total area 1.32 ½ decimals in three different Hukumnama Sambat 2002 and 2003.

1st settlement was for the area 60 decimals, 2nd settlement for the area 30+30=60 decimals and 3rd settlement for the area of 12 ½ decimals and Maheshwari Devi was in possession over the same. Maheshwari Devi paid rent to the ex-landlord and obtained rent receipt from till the vesting of the Zamindari and after vesting of the Zamindari the State of Bihar recognized her as a Raiyat and she paid rent to the State of Bihar and obtained rent receipt therefrom. It is worth to mention here that the ex-landlord submitted return regarding the settlement of Gairmazurua land the settled land of Maheshwari Devi was mentioned in the said return. In this way, the settlement in the name of Maheshwari Devi was confirmed by the ex-landlord. Maheshwari Devi executed a Power of attorney dated 24.05.1975 in favour of Dwarika Nath Prasad and on the basis of the aforesaid Power of Attorney Dwarika Nath Prasad gifted the land measuring an area 0.15 acres out of aforesaid settlement to Chhatru Ram Mahto and others for the purpose of construction of Mahabir Mandir and put the donee in Khas possession over the same. Dwarika Nath Prasad also sold the lands measuring an area 0.15 acres out of afore-mention settled land within Plot No. 187 to Indrajeet Singh on payment of valuable consideration and put the purchaser in Khas possession over the same and Dwarika Nath Prasad also executed a deed of sale in favour of Indrajeet Singh vide Sale Deed No. 2487 dated 25.05.1991. Indrajeet Singh after purchase the aforesaid land mutated his name in the office of the Anchal Adhikari and paid rent to the State of Bihar and obtained rent receipt. Not only this Indrajeet Singh also sold the aforesaid purchase land to Raju and Pappu and they are in possession over the same by constructing their house. Dwarika Nath Prasad also sold 0.03 acres of land within aforesaid settlement of Maheshwari Devi to Tara Devi vide Sale Deed No. 3444 dated 08.05.1986 and put the purchaser in Khas possession over the same. The said purchased land of Tara Devi also gifted to the State of Bihar orally for the purpose of general people and a P.C.C. road was constructed by the State Authority and the same can be verified by appointment of Survey Knowing Pleader Commissioner. Thereafter, Maheshwari Devi sold the lands within her aforesaid settled land measuring an area 03 decimals to Ghanshyam Prasad on payment of valuable consideration and put the purchaser in Khas possession over the same and

Maheshwari Devi executed a sale deed vide Sale Deed No. 1168 dated 15.05.2008 and Ghanshyam Prasad is in possession over the same by constructing a house over the same. Maheshwari devi also sold the lands measuring an area 01 decimals to Sudhir Swarnkar on payment of valuable consideration out of her aforesaid settlement and put the purchaser in Khas possession over the same and Maheshwari Devi executed a deed of sale in favour of Sudhir Swarnkar vide Sale Deed No. 1167 dated 15.05.2008 and Sudhir Swarnkar also is in possession over the same by constructing compound wall over the same. Maheshwari Devi also sold the lands measuring an area 03 decimals out of her settled land to Baleshwar Sao on payment of valuable consideration and put the purchaser in Khas possession and Maheshwari Devi executed a deed of sale vide Sale Deed No. 1166 dated 15.05.2008 and Baleshwar Sah is in possession over the same by constructing compound wall. Maheshwari Devi also sold the lands measuring an area 08 decimals out of her settled land to Sakila Banu on payment of valuable consideration and Maheshwari Devi also executed two deeds of sale in favour of Sakila Banu vide Sale Deed No. 1309 and 1310 dated 28.05.2008 and Sakila Banu is also in possession over the same by constructing boundary wall. It is evident that Maheshwari Devi executed both sale deeds dated 28.05.2008 in favour of Sakila Banu, Ranjeet Singh vendor of the plaintiff is also a witness in the aforesaid sale deeds dated 28.05.2008 and those sale deed are binding upon the plaintiffs. It is necessary to mention here that just adjacent settled land of the Maheshwari Devi, Sundari Devi also got settlement the lands within Plot No. 187 of the said village and Braj Kishore Prasad son of Sundari Devi sold the aforesaid settled land to Geeta Devi vide Sale Deed No. 61 dated 08.01.2005 and Geeta Devi is in possession over the same and it is also evident that Indrajeet Singh (brother of vendor of plaintiff) also identifier in the said sale deed. Braj Kishore Prasad also sold the land with Plot No. 187 to Reeta Devi and in the said sale deed Indrajeet Singh also a witness in said sale deed. The aforesaid all purchasers are in compact boundary and they enclosed their land in a compound wall and it can be verified by any survey knowing pleader commissioner. The boundary given in the plaint is vague and there is no land in existence therefore the suit is liable to be dismissed on this score. The

defendants are in possession over the same since the date of purchase and before purchase their vendors were in possession over the same peacefully, continuously, openly to the knowledge of the plaintiff, their vendors and also to the knowledge of the whole world for more than several twelve years since the date of settlement, thus, the defendants have perfected their right, title, interest and possession over the same by adverse possession. The defendant No. 1 and purchaser defendants have got valid right, title, interest and possession over their purchased land which the plaintiffs claimed as suit land. The defendants have got prima-facie case and the balance of convenience also lies in favour of the defendants.

9. Learned counsel appearing for the appellants submits that there is a substantial question of law to admit the present second appeal and in view of that, this second appeal may kindly be admitted. He submits that the learned courts have misconstrued Exhibit 3 which was earlier marked as Exhibit X i.e. Hukumnama granted in favour of the vendor of the plaintiff while allowing the suit and he submits that is one of the substantial question of law to admit the second appeal. He further submits that it is perversity that on account of non-consideration of the contents of the registered deeds of sale in favour of the defendants i.e. Exhibit 1 that is another substantial question of law. On these substantial questions of law, he submits that the second appeal may kindly be admitted.

10. Learned counsel appearing for the appellant further submits that that Hukumnama cannot be the document of title of the land and he refers to the case decided by the Hon'ble Patna High Court in the case of ***Mt. Ugni and Another Vs. Chowa Mahto & Others*** reported in **1967 SCC OnLine Pat 62**.

11. Learned counsel appearing for the appellant also submits that plaintiff has to prove his own case.

12. Learned Civil Judge (Senior Division-1), Bermo at Tenughat while deciding Title Suit No. 27 of 2008 formulated nine Issues to decide the said suit. Issue Nos. VI and VII are with regard to valid right, title, interest and possession of the plaintiffs and respondents respectively and both the Issues have been taken-up by the learned trial court simultaneously. Learned trial court has examined evidences of P.Ws. as well as exhibits and further

evidences of D.Ws. and the exhibits and on the basis of that, the learned court has found that the plaintiffs have adduced altogether five witnesses and all have supported the pleadings of the plaintiffs. Apart from the oral evidence, plaintiffs/respondents have also produced the documentary evidence i.e. Exhibit 1 is Sale Deed No. 60/05 dated 18.06.2008 from which it transpires that Braj Kishore Prasad sold to land to Reeta Devi. Exhibit 1/a is the Sale Deed No. 61/05 dated 18.06.2008 which shows that Braj Kishore Prasad sold some land to Geeta Devi, Exhibit 1/b is the Sale Deed No. 1166/08 18.06.2008 which shows that Maheshwari Devi sold some land to Baleshwar Saw, Exhibit 1/c- the Sale Deed No. 1167/08 18.06.2008 which shows that Maheshswari Devi sold some land to Sudhir Swarnkar and Exhibit 1/d- the Sale Deed No. 1168/08 dated 18.06.2008 which shows that Maheshswari Devi sold some land to Ghanshyam Prasad, Exhibit 1/e is the Sale Deed No. 2311 which shows that Ranjeet Singh has sold some of his Bandobasti land to Mohmad Rafik and Exhibit 1/f is the Sale Deed No. 2312, which shows that Ranjeet Singh sold some of his Bandobasti land to Mohmad Gulam. The Exhibit 2 is the certified copy of Judgment of Title Suit No. 45/89, which shows that the defendant of the present suit was one of the party in Title Suit No 45/89 and the suit was also related to the same land, which was decided against the defendant of the present suit (T.S. 27/08). Exhibit 2/a is the certified copy of Judgment of T.A. No. 35/90, which shows that the judgment passed by the learned court below was confirmed. Exhibit 3 is the Hukumnama, which shows the possession of the plaintiffs over the suit land and the defendant has also admitted his signature on the said Hukumnama.

13. On the other hand, the defendants produced 10 witnesses in total, who supported their contentions, but, they have not filed any chit of documentary evidence showing that their vendors had title over the suit land and apart from that learned court has further found that Title Suit No. 45/89 and Title Appeal No. 35/90, on the basis of settlement to the said Maheshwari Devi was not valid and in view of that the learned court has found that plaintiffs/respondents succeeded to proving their valid right, title, interest and possession over the suit land and thereafter was pleased to decree the suit by the judgment dated 26.03.2019. Aggrieved with the said

judgment of the learned trial court, appellants/defendants preferred Civil Appeal No.44/2019 and by judgment dated 4th February, 2022, the learned District Judge, Bokaro also pleased to dismiss the appeal affirming the judgment of the learned trial court.

14. While deciding the appeal, the learned court has framed the points in para 7 of the appellate court judgment and the learned court has further appreciated the oral as well as documentary evidence adduced on behalf of both sides. Exhibit 3 is the Hukumnama and after appreciating all exhibits as well as the evidences, the learned court has further found that the judgment of Title Appeal No.35/1990 (Exhibit 2/a) which was preferred by the defendants against the judgment dated 16.05.1990 in Title Suit No.45/1989 and found that the said appeal was dismissed by the competent court against the appellant/defendants. In Title Appeal, the court has held in para 10, page 13 that the Hukumnama which was Exhibit-D in Title Suit No. 45/1989, was Hukumnama of 2002 executed by Dwarikanath Prasad in favour of his wife Maheshwari Devi which was held to be a collusive document pertaining to the land of area 12.5 decimal, at Plot No. 187. Khata No. 51. Village Bundu. P.S. Peterwar, District Bokaro. Learned court has further found that in Title Suit No. 27/2008, the Defendants have not adduced even any Hukumnama of Maheshwari Devi on which the Defendants have strongly relied. In view of that, the learned court has found that the defendants have no case on the theory of Hukumnama of Maheshwari Devi. Learned appellate court has further found that P.W. 4 and P.W. 5 have also supported the case of the plaintiffs/respondents by adducing the Exhibit-1/e and Exhibit-1/f which are original sale deeds dated 18.07.2007 showing that the plaintiffs have been in possession over the suit land and the defendants have never been in possession. Learned court has further appreciated sale deeds Exhibit-A, Exhibit-A/1 and Exhibit-A/2 which were executed subsequent to the execution of the Exhibit-1/e and Exhibit-1/f and after appreciating all these aspects, the learned court has found that the finding of the learned trial court is correct and has not found perversity.

15. In view of the above, this court finds that both the learned courts have given the cogent reasons for arriving at the said conclusion and the law points argued by the learned counsel appearing for the appellants has been

properly dealt with by the both the learned courts and there is no substantial question of law to admit the present second appeal. In the second appeal, the High Court is not required to re-appreciate the evidence and only on the substantial question of law, the second appeal can be admitted. In course of argument, learned counsel for the appellant tried to show the perversity in the judgment, however, the court on perusal and as discussed hereinabove, this court found that there is no perversity in the judgment of the learned trial court as well as the learned first appellate court and as such the second appeal fails.

16. So far the judgment relied by the learned counsel appearing for the appellant in the case of ***Mt. Ugni and Another Vs. Chowa Mahto & Others*** (supra) is concerned, that was on another point. It is well settled that the judgments are applicable in the cases and facts and circumstances of each case. In that case only Hukumnama was the subject wherein in the present case, Hukumnama as well as sale deeds are the subject matter and discussing both things, the learned courts have passed the judgments. Even the said Hukumnama was subject matter of earlier proceeding Title Suit No. 45/89 and Title Appeal No. 35/90 and as such that judgment is not helping the appellants.

17. The plaintiffs/respondents have been able to prove his case as discussed hereinabove and sufficient documents have been produced before the court to prove the case by the plaintiffs/respondents, wherein the defendants/appellants have not produced any chit of paper before the court and in view of that contention of learned counsel for the appellant plaintiff has to prove his own case, is not tenable.

18. The second appeal is hereby, dismissed. Pending Interlocutory Application, if any, stands dismissed.

(Sanjay Kumar Dwivedi, J.)

Dated 08.10.2026
Anit

A.F.R.

Uploaded
11.10.2026