

PAPER BOOK 'A'

CIVIL JUDGMENT FOR WRITTEN EXAMINATION OF
DISTRICT JUDGE BY NOMINATION
SELECTION PROCESS 2015

Regular Civil Suit No.215/1982

Adnyan Dashrath Khadul

.. Plaintiff.

V/s

Narayan s/o Baji Khadul & other

.. Defendants.

I N D E X

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ठराव होवून ताकीदीचा दावा —
तासगांव येथील दिवाणी न्यायाधीश (क.स्तर) यांचे न्यायालयात —

अज्ञान दशरथ खाडूळ, उ. वर्षे ५०,) वादी
धंदा — शेती, अंजनी, ता. तासगांव,)
जिल्हा — सांगली.)

विरुध्द

१. नारायण बाजी खाडूळ, उ. वर्षे ४५,)
धंदा — शेती.)
२. विश्वंभर दशरथ खाडूळ, उ. वर्षे ४२,) प्रतिवादी
धंदा — शेती)
दोधे रा. — अंजनी, ता. तासगांव,)
जिल्हा — सांगली.)

कोर्टाचे अधिकारासाठी दावा रु.३००.
कोर्टफीसाठी दावा रु. ३६१.२५ पैसे.

यांत मी वादी कळवितो ते येणेप्रमाणे —

१. मौजे, अंजनी ता. तासगांव (पंचायत समिती तासगांव पैकी) जिल्हा सांगली येथील जमीन खालील प्रमाणे.

गट नं.	क्षेत्र	आकार	पूर्व	द.	प.	उ.
७१४ पैकी दक्षिण व पूर्वेकडील	हे.आर. २=३५	रु.पैसे २=७२	७१६ ----- ७१५	७१३	७११	७१४ पैकी राहिलेली जमीन

येणेप्रमाणे वर्णनाची आंतील पडीक विहीर स्वतंत्रपणे पाणी घेणेच्या संपूर्ण हक्कासह.

२. दावा कलम १ मध्ये वर्णन केलेली जमिनी पैकी संपूर्ण क्षेत्र हे. २=७२ आर पैकी हे.१२ आणि म्हणजे ३/४ हिस्सा वादीचा मूळचाच मालकीचा होता ते क्षेत्र हे.२-०४ आर आहे. वादी व प्रतिवादी नं.२ विश्वंभर यांचे दरम्यान समजून उमजून वाटप झाले होते. दक्षिणेकडील व पश्चिमेकडील ३/४ क्षेत्र हे. २-०४

आर हे वादीचे वहिवाटीस होणे व प्रतिवादीस पूर्वेकडील व उत्तरेकडील बरडाचे क्षेत्र प्रतिवादी नं.२ याचेकडे क्षेत्र हे. ०=६८ आर अंदाजे प्रतिवादी नं.२ याचे वहिवाटीस होणे. त्यांनी खाजगी रितीने मोजणी करून वहिवाट ठेवली होती. त्यानंतर प्रतिवादी नं.२ याने वादीस पूर्वेकडील बागायत क्षेत्र वादीस नारीख २१/३/८० रोजी हे. ०=३१ आर असे रजि. खरेदी करून कब्ज्यात दिले. त्यामुळे वादीची सलग अशी हे. २=३५ आर वहिवाटी राहिली. बरडाचे क्षेत्र उत्तरेकडील प्रतिवादी नं.२ याने आपले कब्जेत ठेवले व तशी वहिवाट राहिली व आहे. प्रतिवादी नं.२ याने राहिलेले बरड म्हणून शिल्लक रान पुन्हा विक्रीस काढले. सदरचे शिल्लक रान उत्तरेकडील बरडाचे प्रतिवादी नं.१ याने क्षेत्र हे. ०=३६ आर असे खरेदी केले. तथापि त्या जोरावर वादीचे पूर्वेकडील क्षेत्रास प्रतिवादी हा हरकत करू लागला. व आपणच पूर्वेकडील बागायत खरेदी केले असे म्हणू लागला. तथापि त्याचा कब्जा नाही. जरी पूर्वेकडील क्षेत्र खरेदी केले असे दर्शविले तरी त्या क्षेत्राची वादीची ही खरेदी दिनांक २१/३/८० रोजीची आहे. प्रतिवादी नं.१ ची खरेदी दिनांक १५/१/८२ चे सुमाराची आहे. त्यामुळे ती नंतरची असलेमुळे वादीवर बंधनकारक नाही. प्रतिवादी २ ने बरडाचे राहिलेले क्षेत्र विक्रीस काढले. बरड क्षेत्र उत्तरेकडे आहे. तरी प्रतिवादी नं.२ हा आपली दिशाची फसगत झाली असे म्हणत आहे. बरड पूर्वेकडे नाही. त्यामुळे तो खरेदीचा व्यवहार कायदेशीर नाही व वादीवर बंधनकारक नाही. वादी हा मूळचे तिसरा हिस्सा म्हणजे हे. ०=०४ आर व दिनांक २१/३/८० रोजीचे खरेदीने हे. ०=३१ आर एकूण हे. २=३५ आर अशा दक्षिण-पूर्वेकडील क्षेत्राचा मालक आहे असे ठरवून मिळावे व प्रतिवादीने वादीचे सदर क्षेत्राचे वहिवाटीस हरकत करू नये म्हणून निरंतरचे ताकीदीसाठी वादी दावा करित आहे.

३. प्रतिवादी २ याने गट नं.७१४ चे क्षेत्र प्रथम वादीस व नंतर प्रतिवादी १ यास राहिलेले बरडाचे क्षेत्र हे. ०=३६ आर विक्री केले आहे. त्याचे नांव ७/१२ पत्रकी आहे पण त्याचेविरुद्ध काहीही मागणी नाही. त्यांनी जरूर तर हजर राहू नये त्याचा खर्च वादीवर बसवू नये.

४. दावेस कारण प्रतिवादीने १६/७/८२ रोजी वादीचे पूर्वेकडील बागायत क्षेत्रास हरकत केली. त्यावेळी अंजनी, ता. तामगांव येथे घडले

५. दावेचे विषयाची आकारणी ठराव होवून ताकीदीचा असलेमुळे रु.३००/- वर केली आहे व कोर्ट फीसाठी रु.३०० व जमिनीचा सारा रु. ४=८७ त्याचे साडेबारापट रु.६१-२५ एकुण रु.३६१-२५ वर कोर्ट फी रु. ची लावली आहे.

६. वादीची विनंती की -

(अ) वादीचा दावा खर्चासह डिक्री व्हावा.

(ब) वादीने दावा केले कारणास्तव वादीचे मूळचे एकूण क्षेत्रापैकी ३/४ (१२ आणे) म्हणजे हे.२=०४ आर व दिनांक २१/३/८० रोजी खरेदी केले, हे. ०-३१ आर क्षेत्र = एकूण पुर्वेकडील क्षेत्र हे.२=३५ आर (बिगर बरडाचे क्षेत्र) वादीचे मालकीचे आहे, असे जाहीर होवून मिळावे व प्रतिवादी क्र.१ यांनी सोबतच्या नकाशात ABCDEF या अक्षराने दर्शविलेल्या क्षेत्रातील वादीचे कब्जे वहिवाटीस हरकत अडथळा करू नये अशी निरंतरची ताकीद देणेत यावी. सोबतचा नकाशा दावेचा भाग समजावा.

(क) जर यदाकदाचित वादीस पृथक कब्जा शाबीत करता आला नाही किंवा दावा चालू असताना गेला आहे असे आढळले तर वादीस पूर्वीचे ३/४ हिस्सा व खरेदीचे हे. ०=३१ आर क्षेत्र असे एकूण क्षेत्र हे.२=३५ आर पूर्व दक्षिण भागातील वादीचे वाटपात टाकावे व प्रतिवादी नं.१ यास उत्तरेकडील बरडाचे क्षेत्र वाटपांत द्यावे अशी सुचना वाटप अधिकारी यांना दयावी हे वैकल्पिक मागणी आहे व दरम्यानचे उत्पन्न दयावे.

ता.१४/९/१९८२.

नि.आं.अज्ञान दशरथ खाडूळ यांचा असे
द. सही/-

प्रतिज्ञा

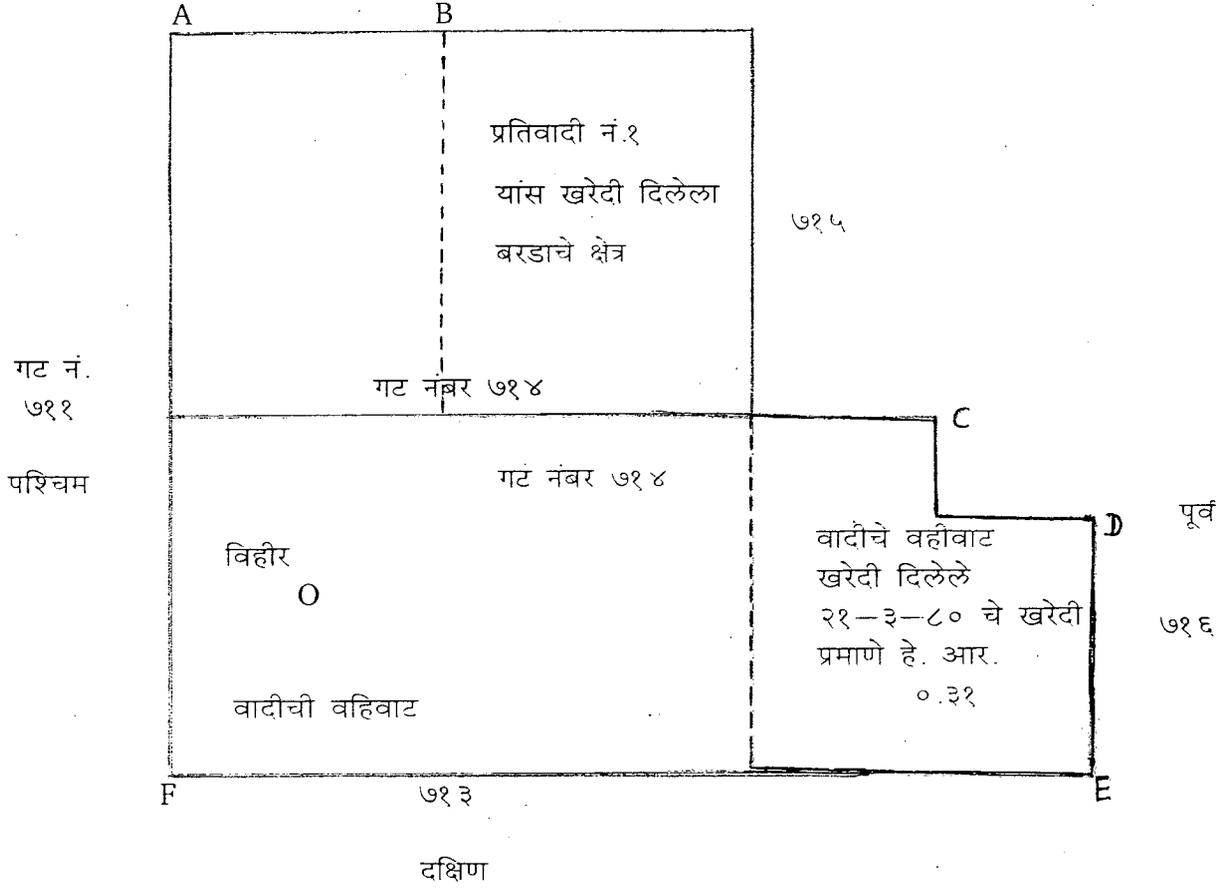
यांत मी वादी अज्ञान दशरथ खाडूळ रा.-अंजनी, ता. तासगांव, जिल्हा- सांगली, प्रतिज्ञा करतो की दावेतील कलम १ ते ६ मधील विधाने व मजकूर माझे माहितीप्रमाणे खरा व बरोबर आहे. त्यासाठी तासगांव येथे नि.आं. केला आहे.

ता. १४/९/१९८२

नि.आं.अज्ञान दशरथ खाडूळ यांचा असे
द. सही/-

उत्तर

ग.नं.७१४ पैकी उर्वरीत क्षेत्र



रे.मु.नं.

तासगाव येथील सि.जज्ज यांचे कोर्टात,

अज्ञान दशरथ) वादी

वि.

नारायण बाजी) प्रतिवादी

यात वादीतर्फे रफ स्केच माहितीसाठी

स्वाक्षरी / -

वादीतर्फे वकील. १४-९-८२

तासगांव येथील दिवाणी न्यायाधीश (क.स्तर) यांचे न्यायालयात -

अज्ञान दशरथ खाडूळ, रा.) वादी

अंजनी, ता. तासगांव, जि. सांगली.)

विरुध्द

नारायण बाजी खाडूळ वगैरे २) प्रतिवादी

यांत प्रतिवादी नं.१ ची कैफियत की -

१. वादीचा दावा खरा नाही व तो या प्रतिवादीस मुळीच कबूल नाही.
२. दाव्यातील जमिनीचे वर्णन बरोबर नाही. त्यामुळे वादीचा दावा कायदयाने चालू शकत नाही.
३. दाव्यातील जमिनीत वादीचा दाव्याचेवेळी कब्जा नव्हता व अदयापही नाही. त्यामुळे वादीचा दावा हल्लीचे स्वरूपांत चालणेस पात्र नाही.
४. दाव्यातील वादीचे खरेदीचे वर्णन संदिग्ध आहे. वादीने सदर खरेदीप्रमाणे असणारी जमीन व क्षेत्र कायम करून घेतल्याविना वादीस दावा करण्याचा अधिकार नाही. वादीचे खरेदीखत या प्रतिवादीस कबूल नाही. वादीस मागणी करत असलेल्या जमिनीबाबत मालकी हक्क नाही. त्यामुळे वादीचा दावा चालू शकत नाही व तो रद्द व्हावा.
५. ग.नं.७१४ मध्ये एक पडीक विहीर आहे व त्या जमिनीचे पूर्वेस बागायत जमीन ०=३६ आर प्रतिवादीने १५/१/१९८२ रोजी प्रतिवादीने विश्वंभर दशरथ खाडूळ याजकडून खरेदी घेतली आहे व खरेदीपोटी मिळकत ताब्यात घेतली आहे व तेव्हापासून प्रतिवादी हा मालकीने वहिवाटीत आहे. त्यापूर्वी प्रतिवादीचे पूर्व मालक यांचे ताब्यात ती कित्येक वर्षे होती. सदर प्रतिवादीने घेतलेल्या जमिनीत वादी अगर वादीचे पुर्व मालक यांचा कधीही कब्जा वा वहिवाट नव्हती. वादी हा प्रतिवादीचे जमिनीत दांडगाईने शिरु पहात आहे. त्यामुळे वादीत मालकी हक्क नाही. त्यामुळे त्यास ताकीद मिळणेचा हक्क नाही.

६. वादीने खरेदी घेतलेले क्षेत्र कायम करून घेतल्याविना वादीस ताकीद अगर कब्जा मिळणेचा हक्क नाही. सबब वादीचा दावा चालू शकत नाही
७. वादी दाव्यात कथन करतो त्याप्रमाणे वादीचा दावा हल्लीचे स्वरूपात चालू शकत नाही.
८. वादीचे दाव्यास वादी कथन करतो त्याप्रमाणे कारण घडलेले नाही. सबब वादीचा दावा रद्द होण्यास पात्र आहे.
९. वादी, प्रतिवादी व वादीचे पूर्व मालक व प्रतिवादीचे यांचे दरम्यान झालेली गटबांधणी, तुकडे जोड व तुकडेवंदी अधिका-याचे अधिकार कक्षेबाहेर जावून झाली आहे. त्याकामी जरूर ती प्रोसिजर व कायद्याच्या तरतुदी अवलंबिल्या नाहीत. सदरचे तुकडे जोडाचे कामी वादी अगर त्याचे पूर्व मालक पक्षकार नव्हते. ग.नं.२५४ मध्ये प्रतिवादीचे २० आर जमीन सामील आहे. त्याची मालकी वादीचे पूर्व मालकास येत नाही. वादीस २=३५ क्षेत्राची मालकी प्राप्त होत नाही. सबब वादीस २ हे =३५ अगर रान वाटप करून मिळण्याचा हक्क नाही.
१०. वादीने जरूर ती कोर्ट फी लावलेली नाही.
११. वादीने जनरल वाटपाचा दावा आणावयास हवा आहे. तो आणलेला दिसत नाही. सबब आहे या स्वरूपात दावा चालणेस पात्र नाही.
१२. येणेप्रमाणे कारणांचा विचार होवून वादीचा दावा खर्चासह रद्द व्हावा व प्रतिवादीचा खर्च वादीकडून मिळावा. ता.१०/९/८५.

नि.आ. नारायण बाजी खाडूळ याचा असे
द. सही / -

प्रतिज्ञा

यांत मी प्रतिवादी क.१ नारायण बाजी खाडूळ, रा. अजनी, ता. तासगांव, जि.-सांगली, प्रतिज्ञा करून लिहून देतो वर कौफियत कलम १ ते १२ मधील मजकूर माझे उत्तम माहितीप्रमाणे खरा व बरोबर आहे हिचे साक्षीसाठी मी आपली नि.ता.म. रोजी केली आहे.

ता.१०/९/१९८५.

नि.आ. नारायण बाजी खाडूळ याचा असे
द. सही / -

Deposition of Witness No.1 for the Plaintiff

I do hereby on solemn affirmation state that :

My name is : Adnyan father's name : Dasharath Khadul

Age about : 54 years Occupation – Agri.

Residence : Anjani, Tal- Tasgaon. District – Sangli

Examination-in-Chief

I know defendants. Defendant No.2 is my brother and we are residing separately, since last 10 to 15 years, and we are cultivating our lands separately. Partition is effected amongst us about 10 to 15 years back, by metes and bounds. In the said partition western portion of the land is allotted to my share, to the extent of 3/4th share and remaining 1/4th share was allotted to the share of defendant no.2. About 3 acres of land was bagayat land and 31 gunthas out of the said bagayat land was allotted to the share of defendant no.2, and remaining 2¼ acres bagayat land was allotted to my share. I have purchased 31 gunthas bagayat land from defendant no.2, before 6 years back for the consideration of Rs. 5,500/- under a registered sale deed. Only barren land remained in the possession of defendant no.2. Defendant no.2 has alienated his barren land in favour of defendant no.1 after 3 years of sale in my favour. Barren land of defendant no.2 is towards westernside of the land. Entire land was about 7 acres prior to partition. I have produced the 7/12 extract of the suit land. I have also produced the sale deed executed by the defendant no.2 in respect of the suit land in my favour. I am the owner of the suit land to the extent of 5 acres and 4 gunthas, and in addition to that 31 gunthas bagayat land purchased by me from defendant no.2. I am in possession of 31 gunthas bagayat land since I purchased the same. It is not true to say that I was not in possession of 31 gunthas bagayat land and I have no concern with the same. It is not true to say that no notices were served on us at the time of consolidation scheme. Defendant no.1 is claiming bagayat land and obstructing me in my possession over the same and hence, I have filed this suit.

2. Cross examination by Defendant No.2 – Exparte

3. Cross examination by Shri D.M.Kulkarni Adv. For defendant no.1 :

There are two wells in the suit land and the lands are bagayat by well water. One well is common in between me and defendant No.2. Defendant no.1 has purchased half share in the common well. I do not know the gat number of my land. Total land known as Baradyachi land. Land of defendant no.1 is situated towards east of the purchased land by him from the defendant no.2. Land of one Rama is situated towards East and land of one Sopan is situated towards west of the Bagayat land. About 4 acres land out of 7 acres is of inferior quality. Land of defendant no.1 is towards Easternside and my land is towards westernside. I have not got measured the land through D.I.L.R. after the purchase of land from the defendant no.2. It is not true to say that it is my say that the defendant no.1 should not fetch water from the common well. It is true that the defendant no.1 has purchased land from defendant no.2 which is south-north in length. It is not true to say that I have purchased jirayat and bagayat 31 gunthas land from defendant no.2. It is not true to say that I have not received any notice from the Consolidation Officer at the time of consolidation scheme. It is not true to say that I am obstructing defendant no.1 in his land and have filed this false suit. Defendant no.1 obstructed me while ploughing towards the Eastern portion of my land. It is not true to say that I have not cultivated the land since the obstruction caused by defendant no.1.

No re-examination.

Date : 4.8.1986

R.O.A.C.

Sd/-xxx

Civil Judge, Tasgaon

Deposition of witness No.2 for the Plaintiff.

I do hereby on solemn affirmation state that :

My name is : Vishambhar father's name : Dasharath Khadul

Age about : 40 years Occupation – Agri.

Residence : Anjani, Tal-Tasgaon. District – Sangli

Examination-in-Chief

I know the plaintiff and defendant No.1. Plaintiff is my brother. I am residing separately from plaintiff since last 15 years and we are cultivating our land separately. $\frac{1}{4}^{\text{th}}$ share out of the suit land was allotted to my share and $\frac{3}{4}^{\text{th}}$ share was allotted to the share of plaintiff family in partition. Eastern and northern portions of the suit land were allotted to me in family partition. Northern portion from Easternside was allotted to my share. I have sold 31 gunthas land to plaintiff for the consideration of Rs.5,500/- before two years back, which was a bagayat land, from Eastern portion of the land. I have sold out rest of the portion about 36 gunthas to defendant No.1, which is situated towards northern side from Eastern portion, which is barren land. I have sold out the land to plaintiff under the registered sale deed. One Sakharam Bapu has written the sale deed which is executed in favour of plaintiff, as per the instructions furnished by me. I have affixed my thumb mark on the said sale deed. Sale deed now read over to me is the same which is executed by me in favour of plaintiff and it bears my thumb mark which is at Exh.37. One Laxman Patole is the attesting witness of the said sale deed and he has signed on the same. I have sold out land to plaintiff prior to defendant No.1.

2. **Cross examination by Shri D.M. Kulkarni, Adv. For Deft No.1 :**

It is true that I have sold land to defendant No.1 for the consideration of Rs.4,000/- under the registered sale deed. It is true that I have affixed my thumb mark on the said sale deed, and one Laxman Dadhe and Ganpat Mali were also present at the time of sale-deed, as attesting witnesses. Land of plaintiff is situated towards western side of my share. I have sold the land to plaintiff which was adjacent to his land from Easternside. It is not true to say that I have sold the

portion of land which is situated south north in length to defendant No.1. Defendant No.1 has purchased land from one Rama which is adjacent to the land sold by me to him. I have sold half share in the well water to defendant No.1. Common well is situated towards northern side of our land. One well is situated in the Eastern side portion of our land. It is not true to say that land of plaintiff and defendant No.1 are adjacent to each other. One Namdev was present when I sold land to defendant No.1. It is not true to say that defendant no.1 and others first of all saw the land and thereafter executed the sale-deed. It is not true to say that I cannot tell the boundaries of land of plaintiff. Lands of one Sopan and Mahadev Khadul are situated towards Eastern side of land of plaintiff. Gavaran is situated towards northern side of the land of Plaintiff. It is not true to say that name of the defendant No.1 is recorded in the record of rights of the suit land as per the sale deed. It is true that I do not possess land in land Gat No.714.

No re-examination.

R.O.A.C.

Date : 5/8/1986

Sd/-xxx 5/8/1986.

Civil Judge, Tasgaon

Deposition of witness No.1 for the Defendant No.1

I do hereby on solemn affirmation state that :

My name is : Narayan father's name : Baji Khadul

Age about : 45 years Occupation – Agri.

Residence : Anjani, Tal-Tasgaon. District – Sangli

Examination-in-Chief

Defendant No.2 is my cousin brother. I have purchased 36 gunthas bagayat land from defendant no.2 for the consideration of Rs.4,000/- under a registered sale deed before 5 years back. The said land is a bagayat by well water having ½ share. My brother Namdev Khadul, Dada Dadhe, Mahadev Dadhe, Laxman Dadhe were present at the time of sale-deed. Laxman Dadhe has signed on the sale deed executed by the defendant No.2 in my favour. Defendant No.2 has affixed his thumb mark on the said sale deed. I had presented sale deed before Sub-registrar for registration and I have affixed my thumb mark on the said sale deed. I have produced sale deed in the Court. Talk of sale was in progress for about 2 to 3 months. I have purchased the land from Easternside. Land of plaintiff is situated towards westernside of my purchased land. My own land is situated towards easternside of the purchased portion from defendant No.1. Road and Gavran are situated towards Easternside of my own land. Land of Dada Dadhe is situated towards southernside of my land. Land of Sopan Mahadev is situated towards northernside of portion purchased by me. Common well which is having water is situated towards westernside of the land. Myself and plaintiff have purchased portion from defendant No.2. It is the say of plaintiff that I have no share in the said portion. Suit land is locally known as Baradyache Shet.

2. **Cross examination by defendant No.2 : Exparte**

3. **Cross examination by Shri V.K. Patil, Adv. For plaintiff.**

There is barren land in the suit land, which is situated towards eastern portion of northernside of the land. It is true that the suit land is situated just like stairs. It is not true to say that the Eastern portion of the suit land and the

easternside of northern portion was in cultivation of defendant No.2. It is not true to say that the share which was allotted to the plaintiff was towards westernside of the share of defendant No.2. It is not true to say that I have no share in the dilapidated well. It is true that the portion of the said land which was sold by defendant No.2 to plaintiff was rich than the barren land sold to me. I was acquainted with the facts at the time of sale that the defendant No.2 has sold out 31 gunthas land to plaintiff. It is true that it is not so mentioned in the revenue record as the suit land is known as Baradache shet. It is true that Gayran land is situated towards northern side of my purchased portion. It is not true to say that I have purchased barren land from defendant No.2. It is not true to say that there is dispute in between me and plaintiff about fetching water for the land other than 36 gunthas purchased portion. It is true that the plaintiff is in possession of the portion of land which is purchased by him from defendant No.2. It is not true to say that the plaintiff has purchased eastern portion of the land from defendant No.2. It is true that there is no Gayran towards northern side of the land purchased by plaintiff. It is not true to say that Gayran land is situated towards northern side of the land purchased by me. It is not true to say that my land is situated just adjacent to the land purchased by plaintiff. It is not true to say that I am quarreling with the plaintiff as I was intending to purchase the portion of land which was purchased by him. It is not true to say that the plaintiff has not purchased barren land from defendant No.2. It is not true to say that I am deposing falsely as I have purchased the land from Easternside which is adjacent to my land.

No Re-examination.

R.O.A.C.

Date : 5/8/1986

Sd/-xxx/5/8/1986

Civil Judge, Tasgaon

Deposition of witness No.2 for the defendant no.1

I do hereby on solemn affirmation state that :

My name is : Dadarao father's name : Shankar Dadhe

Age about : 30 years Occupation – Agri.

Residence : Anjani, Tal-Tasgaon. District – Sangli

Examination-in-Chief

I know parties to the suit, and their lands. Defendant No.1 has purchased 36 gunthas land from defendant No.2 before 4 to 5 years back and the said land is situated towards northern side of my land. There is only one land in between our lands. I was present at the time of agreement of sale in between the defendants. Defendant No.1 has purchased bagayat land from defendant No.2. Boundaries of the land purchased by the defendant No.1 is as under, towards East land of defendant No.1, towards west land of plaintiff, towards south land of one Vishwambhar and towards north land of one Sopan Khadul and Vishwambhar. The said purchased portion is under the cultivation of defendant No.1. We are situated towards western side of the land in west-north corner.

2. **Cross examination by defendant No.2 -Ex-parte.**

3. **Cross examination by Shri VK.Patil, Adv for Plaintiff.**

I am illiterate. It is not true to say that my land is situated at the distance of about 3 to 4 miles from the suit land. It is not true to say that I have no opportunity to visit the suit land. Land of one Vishwambhar is situated towards southern side of land Gat No.714. Now I again say that land of one Balbhim Dadhe is situated towards southern side of land Gat No.714. It is true that land Gat No.713 of one Rama Khadul is situated towards southern side of land Gat No.714. It is not true to say that east-north corner of land Gat No.714 is a barren land. There is barren land towards northern side from its western portion in land Gat No.714. Gayran is situated towards northern side of the entire land Gat No.714. Land of one Sopan is situated towards northern side from Eastern portion. It is not true to say that the defendant No.1 has purchased the land known as Barad. Witness volunteers that the entire suit land is locally known as 'Baradhachi Jamin'.

It is not true to say that I am on visiting terms with the defendant No.1 and hence, I am in cordial relations with him. It is not true to say that I am not in cordial relations with plaintiff. It is not true to say that I am deposing falsely at the instance of defendant No.1. It is true that I was acquainted with the facts as the defendant No.2 had sold out bagayat land to the plaintiff. It is not true to say that rest of the land which was under the possession of the defendant No.2 was barren. It is not true to say that the defendant No.1 was in possession of the land which was situated towards northern side in Eastern corner. Plaintiff is in possession of his 31 gunthas of purchased portion, from western portion of the land. It is not true to say that western portion of land Gat No.714 was not allotted to the share of defendant No.2.

No Re-examination.

R.O.A.C.

Sd/- 5/8/1986

Civil Judge, Tasgaon

Deposition of witness No.3 for Defendant No.1

I do hereby on solemn affirmation state that :

My name is : Prabhakar father's name : Sakharam Kulkarni

Age about : 35 years Occupation – Bond writer & Stamp Vendor

Residence : Anjani, Tal-Tasgaon. District – Sangli

Examination-in-Chief

I am working as a bond writer since 1979, with license. The document sale deed dated 15.1.1982 now shown to me is written by me. Defendant No.2 has executed the said sale deed in favour of defendant No.1 and I have written the said document as per the instructions given by defendant No.2. Defendant No.2 has affixed his thumb mark on the sale deed and I have attested the same. The attesting witnesses have signed on the said document in my presence. I have signed the document as a scribe. The document now shown to me bears my signature which is at Exh.42.

2. **Cross examination by Defendant No.2 -Ex-parte**

3. **Cross examination by Shri V.K.Patil, Adv. for plaintiff**

I am not acquainted with the parties related to the document at Exh.42. I had read over the contents of the document Exh.42 to the concerned parties. It is true that it is so mentioned in the sale deed Exh.42 as the land out of 'Baradachi Jamin'. The parties have admitted the contents of document at Exh.42. I have deposed today in the Court on perusing the document at Exh.42.

No Re-examination.

R.O.A.C.

Date : 5/8/1986

Sd/- 5/8/1986.
Civil Judge, Tasgaon
