

**IN THE COURT OF CIVIL JUDGE (SD) MOHANLALGANJ
LUCKNOW**

R.S.No.2149 of 2018

Imran Ahmad and another

.....Plaintiffs

Versus

Islam Husain and others

.....Defendants

FF:20.09.2019

**WRITTEN STATEMENT ON BEHALF OF DEFENDANT NO.1
AND 2**

The defendant no.1 and 2 most humbly and respectfully submit as under:-

1. That the contents of para 1(one) of the plaint are absolutely wrong and denied. The plaintiffs are not owner in possession of the suit property shown in para under reply by the plaintiffs. The true and correct of the case are that the original recorded tenure holder of khasra plot no.254(two five four) measuring 2(two) biswa, khasra plot no.239(two three nine) measuring 1(one) bigha 8(eight) biswa 2(two) bisvanshi, khasra plotno.240(two four zero) measuring 4(four) biswa 12(twelve) bisvanshi 5(five) kachvanshi, khasra plot no.242(two four two) measuring 1(one) bigha 16(sixteen) biswa 11(eleven) bisvanshi, khasra plot no.245(two four five)-M measuring 9(nine) biswa 2(two) bisvanshi 5(five) kachvanshi, khasra plot no.259(two five nine) measuring 11(eleven) biswa 9(nine) bisvanshi and

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khasra plot no.258(two five eight) measuring 5(five) biswa 16(sixteen) bisvanshi i.e. total 4(four) bigha 17(seventeen) biswa 12(twelve) bisvanshi 10(ten) kachvanshi situated in the then Mohalla Barafkhana, Pargana Tehsil and District Lucknow are Ram Nath, Jiya Lal, Mohan, Pratap and Bacchu Lal son of late Nanhey and they have transferred the holding in favour of Murli Nagar, Sahkari Grah Nirman Samiti Ltd having its registration no.3363(three three six three),Bhadruk,Bangla Bazaar Lucknow through registered sale deed dated 01.06.1989(first June Nineteen hundred eighty nine) which is registered in the office of Deputy Registrar-IV Lucknow in Bahi No.I Zild No.8216(eight two one six) Page No.125(one two five)/128(one two eight) Document No.10294(one zero two nine four)/2011(two thousand eleven) dated 10.08.2011(tenth August two thousand eleven).

The society after acquiring the land from the original tenure holders developed the same and allotted the land to its members after curving various plots. Out of those plots the plot no.52(fifty two)-D measuring 1736(one seven three six) sq.ft purchased by defendant no.1(one) and 2(two) from the society through registered sale deed dated 23.11.2012(twenty third November two thousand twelve) which is registered in the office of Deputy Registrar-IV Lucknow in Bahi No.I Zild No.9783(nine seven eight three) Pages.71(seven one)/100(hundred) Document

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No.18060(one eight zero six zero) dated 23.11.2012(twenty third November two thousand twelve).

The defendant no.1(one) has also purchased Plot No.52(fifty two)-D/1(one) measuring 703(seven zero three) sq.ft over the land of khasra plot no.239(two three nine) from Murlinagar, Sahkari Grah Nirman Samiti through registered sale deed dated 01.10.2018(First October two thousand eighteen) which is registered in Bahi No.I Zild No.16697(one six six nine seven) Pages.187(one eight seven)/210(two one zero) Serial No.12790(one two seven nine zero) dated 01.10.2018(First October two thousand eighteen).

The boundaries of plot no.52(fifty two)-D over khasra plot no.239(two three nine) measuring 1736(one seven three six) sq.ft are as under:-

East: Plot No.52(fifty two)-C

West: Land of other person

North: Land of Society

South: 14(fourteen) ft wide rasta

The boundaries of plot no.52(fifty two)-D/1(one) measuring 703(seven zero three) sq.ft over khasra plot no.239(two three nine) are as under:-

East: Nala

West: Plot of Dildar Husain and House of Daroga Jameel Husain and others

North: Nala and Plot of Ahmad

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South: 14(fourteen) ft wide rasta

2. That the contents of para 2(two) of the plaint are absolutely wrong and denied. The defendant no.3(three) and 4(four) are neither owner or recorded tenure holders of the suit property and they have got no right or title over the suit property having no right to alienate the same.
3. That the contents of para 3(three) of the plaint are absolutely wrong and denied. The name of defendant no.3(three) is not recorded in the revenue recorded of khasra plot no.239(two three nine) over which the land already purchased by the answering defendant from the society is situated.
4. That the contents of para 4(four) of the plaint are absolutely wrong and denied. The land of khasra plot no.16(sixteen) is mohalla Balakganj, Paragana Tehsil and District Lucknow which is far away from the land of khasra plot no.239(two three nine) situated in Mohalla Barafkhana.
5. That the contents of para 5(five) of the plaint are absolutely wrong and denied. The answering defendants are already in actual physical possession over the land purchased by them from the society through two different sale deeds whose description has already been described in the preceding para of this written statement. The plots of land are already surrounded by boundary wall which are adjacent to each other.

6. That the contents of para 6(six) of the plaint are absolutely wrong and misleading as the defendant no.1(one) and 2(two) are already in possession over their plots and after purchasing the plots from the society they have already erected a pakki boundary wall around the plots.
7. That the contents of para 7(seven) of the plaint are absolutely wrong and denied. The answering defendants are owner in possession over the land which is situated over khasra plot no.239(two three nine) in mohalla Barafkhana and neither plaintiffs nor defendant no.3(three) and 4(four) have got any right and title over the suit property and the controversy regarding the identity of land can be decided by the revenue courts only incase there is any dispute regarding demarcation of khasra plot no.239(two three nine) and khasra plot no.16(sixteen) as both the plots are situated in different places. Thus, the plaintiffs' suit is not maintainable before this Hon'ble Court due to want of jurisdiction.
8. That the contents of para 8(eight) of the plaint relates to the title deed of the defendant no.1(one) and 2(two) over the land of khasra plot no.239(two three nine) as such the same is not disputed.
9. That the contents of para 9(nine) of the plaint are absolutely wrong and denied. The perusal of revenue map itself shows that the khasra plot no.239(two three nine) is situated in mohalla Barafkhana whereas the land of khasra

plot no.16(sixteen) is situated in mohalla Balakganj and these two plots are situated in different places.

10. That the contents of para 10(ten) of the plaint are absolutely misleading hence denied. The defendant no.1(one) and 2(two) have already explained their title over the suit property on the basis of documentary evidence also and they are lawful owner in possession over the suit property.
11. That the contents of para 11(eleven) of the plaint are absolutely wrong and denied. The plaintiffs are put in strict prove to get their land indentified purchased by them through alleged document. However the plaintiffs are claiming the land of defendant no.1(one) and 2(two) as the land of Khasra Plot No.16(sixteen) whereas the land purchased by the answering defendants is the part of khasra plot no.239(two three nine) over which they are already in actual physical possession on the basis of registered sale deed.
12. That the contents of para 12(twelve) of the plaint are misleading and denied. Since the answering defendants are already in possession over the suit property as such there is no occasion for the plaintiff to allege that the defendant no.1(one) and 2(two) are trying to take forcible possession over the land in question.
13. That the contents of para 13(thirteen) of the plaint are absolutely wrong and denied. It is relevant to mention here

that the plaintiffs are land grabber and they are involved in the frivolous litigation by filing cases against the true owner of the land and the plaintiffs did not come before this Hon'ble Court with clean hands.

14. That the contents of para 14(fourteen) of the plaint are misleading hence denied. The answering defendants are in lawful possession over the suit property on their own right and plaintiffs have no right or occasion to disturb the peaceful possession of the defendant no.1(one) and 2(two) over the suit property.
15. That the contents of para 15(fifteen) of the plaint are misleading and denied. As already explained in the preceding para of this written statement that the plaintiffs are land grabbers and they are involved in the anti-social activities by extending threatening to the defendant no.1(one) and 2(two) to get the forcible possession over their land.
16. That the contents of para 16(sixteen) of the plaint are absolutely wrong and denied. No cause of action accrued to the plaintiffs as against the answering defendants and the plaintiffs' suit for permanent injunction deserves to be dismissed under the provisions of Order VII Rule 11(eleven) Code of Civil Procedure and the suit is also barred by the provisions of law.
17. That the contents of para 17(seventeen) of the plaint are absolutely wrong and denied. The defendant no.1(one) and

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2(two) are the lawful owner in possession of the suit property on the basis of registered sale deed and the land has been purchased from the original recorded tenure holder of the land in question.

18. That the contents of para 18(eighteen) of the plaint relates to the jurisdiction of this Hon'ble Court hence calls for no reply.
19. That the contents of para 19(nineteen) of the plaint are absolutely wrong and denied. The plaintiffs have undervalued the suit property as the market value of the suit property is more than 12,00,000/-(twelve lacs).
20. That the contents of para 20(twenty) of the plaint are absolutely wrong and denied. The plaintiffs are not in possession over the suit property which belongs to answering defendant no.1(one) and 2(two) the suit itself deserves to be dismissed with exemplary cost.

Lucknow

Dated:20.09.2019

Defendants

VERIFICATION

I, the defendants do hereby verify that the contents of para 1 to 20 of the written statement are true to my personal knowledge.

Signed and Verified this 20th day of September 2019 at Lucknow.

Lucknow

Dated:20.09.2019

Defendants

(x)

Advocate

Counsel for Defendants

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**AFFIDAVIT IN SUPPORT OF WRITTEN STATEMENT ON
BEHALF OF DEFENDANT NO.1 AND 2**

I, Islam Husain, aged about 52 years, son of Sri Mohammad Ismil, resident of Mulla Bakery, Murmuri Tola, Baraf Khana, Mallahi Tola, P.S.Thakurganj, Lucknow, do hereby solemnly affirm and state on oath as under:-

1. That the deponent is defendant no.1 himself and doing pairvee of the case on behalf of defendant no.2 also as such he is fully conversant with the facts deposed.
2. That the contents of para 1 of the plaint are absolutely wrong and denied. The plaintiffs are not owner in possession of the suit property shown in para under reply by the plaintiffs. The true and correct of the case are that the original recorded tenure holder of khasra plot no.254 measuring 2 biswa, khasra plot no.239 measuring 1 bigha 8 biswa 2 bisvanshi, khasra plotno.240 measuring 4 biswa 12 bisvanshi 5 kachvanshi, khasra plot no.242 measuring 1 bigha 16 biswa 11 bisvanshi, khasra plot no.245-M measuring 9 biswa 2 bisvanshi 5 kachvanshi, khasra plot no.259 measuring 11 biswa 9 bisvanshi and khasra plot

no.258 measuring 5 biswa 16 bisvanshi i.e. total 4 bigha 17 biswa 12 bisvanshi 10 kachvanshi situated in the then Mohalla Barafkhana, Pargana Tehsil and District Lucknow are Ram Nath, Jiya Lal, Mohan, Pratap and Bacchu Lal son of late Nanhey and they have transferred the holding in favour of Murli Nagar, Sahkari Grah Nirman Samiti Ltd having its registration no.3363,Bhadruk,Bangla Bazaar Lucknow through registered sale deed dated 01.06.1989 which is registered in the office of Deputy Registrar-IV Lucknow in Bahi No.I Zild No.8216 Page No.125/128 Document No.10294/2011 dated 10.08.2011.

The society after acquiring the land from the original tenure holders developed the same and allotted the land to its members after curving various plots. Out of those plots the plot no.52-D measuring 1736 sq.ft purchased by deponent and 2 from the society through registered sale deed dated 23.11.2012 which is registered in the office of Deputy Registrar-IV Lucknow in Bahi No.I Zild No.9783 Pages.71/100 Document No.18060 dated 23.11.2012.

The deponent has also purchased Plot No.52-D/1 measuring 703 sq.ft over the land of khasra plot no.239 from Murlinagar, Sahkari Grah Nirman Samiti through registered sale deed dated 01.10.2018 which is registered in Bahi No.I Zild No.16697 Pages.187/210 Serial No.12790 dated 01.10.2018.

The boundaries of plot no.52-D over khasra plot no.239 measuring 1736 sq.ft are as under:-

East: Plot No.52-C

West: Land of other person

North: Land of Society

South: 14 ft wide rasta

The boundaries of plot no.52-D/1 measuring 703 sq.ft over khasra plot no.239 are as under:-

East: Nala

West: Plot of Dildar Husain and House of Daroga Jameel Husain and others

North: Nala and Plot of Ahmad

South: 14 ft wide rasta

3. That the contents of para 2 of the plaint are absolutely wrong and denied. The defendant no.3 and 4 are neither owner or recorded tenure holders of the suit property and they have got no right or title over the suit property having no right to alienate the same.
4. That the contents of para 3 of the plaint are absolutely wrong and denied. The name of defendant no.3 is not recorded in the revenue recorded of khasra plot no.239 over which the land already purchased by the answering defendant from the society is situated.
5. That the contents of para 4 of the plaint are absolutely wrong and denied. The land of khasra plot no.16 is mohalla Balakganj, Paragana Tehsil and District Lucknow which is

far away from the land of khasra plot no.239 situated in Mohalla Barafkhana.

6. That the contents of para 5 of the plaint are absolutely wrong and denied. The answering defendants are already in actual physical possession over the land purchased by them from the society through two different sale deeds whose description has already been described in the preceding para of this written statement. The plots of land are already surrounded by boundary wall which are adjacent to each other.
7. That the contents of para 6 of the plaint are absolutely wrong and misleading as the deponent and 2 are already in possession over their plots and after purchasing the plots from the society they have already erected a pakki boundary wall around the plots.
8. That the contents of para 7 of the plaint are absolutely wrong and denied. The answering defendants are owner in possession over the land which is situated over khasra plot no.239 in mohalla Barafkhana and neither plaintiffs nor defendant no.3 and 4 have got any right and title over the suit property and the controversy regarding the identity of land can be decided by the revenue courts only incase there is any dispute regarding demarcation of khasra plot no.239 and khasra plot no.16 as both the plots are situated in different places. Thus, the plaintiffs' suit is not maintainable before this Hon'ble Court due to want of jurisdiction.

9. That the contents of para 8 of the plaint relates to the title deed of the deponent and 2 over the land of khasra plot no.239 as such the same is not disputed.
10. That the contents of para 9 of the plaint are absolutely wrong and denied. The perusal of revenue map itself shows that the khasra plot no.239 is situated in mohalla Barafkhana whereas the land of khasra plot no.16 is situated in mohalla Balakganj and these two plots are situated in different places.
11. That the contents of para 10 of the plaint are absolutely misleading hence denied. The deponent and 2 have already explained their title over the suit property on the basis of documentary evidence also and they are lawful owner in possession over the suit property.
12. That the contents of para 11 of the plaint are absolutely wrong and denied. The plaintiffs are put in strict prove to get their land indentified purchased by them through alleged document. However the plaintiffs are claiming the land of deponent and 2 as the land of Khasra Plot No.16 whereas the land purchased by the answering defendants is the part of khasra plot no.239 over which they are already in actual physical possession on the basis of registered sale deed.
13. That the contents of para 12 of the plaint are misleading and denied. Since the answering defendants are already in possession over the suit property as such there is no

occasion for the plaintiff to allege that the deponent and 2 are trying to take forcible possession over the land in question.

14. That the contents of para 13 of the plaint are absolutely wrong and denied. It is relevant to mention here that the plaintiffs are land grabber and they are involved in the frivolous litigation by filing cases against the true owner of the land and the plaintiffs did not come before this Hon'ble Court with clean hands.
15. That the contents of para 14 of the plaint are misleading hence denied. The answering defendants are in lawful possession over the suit property on their own right and plaintiffs have no right or occasion to disturb the peaceful possession of the deponent and 2 over the suit property.
16. That the contents of para 15 of the plaint are misleading and denied. As already explained in the preceding para of this written statement that the plaintiffs are land grabbers and they are involved in the anti-social activities by extending threatening to the deponent and 2 to get the forcible possession over their land.
17. That the contents of para 16 of the plaint are absolutely wrong and denied. No cause of action accrued to the plaintiffs as against the answering defendants and the plaintiffs' suit for permanent injunction deserves to be dismissed under the provisions of Order VII Rule 11 Code of

Civil Procedure and the suit is also barred by the provisions of law.

18. That the contents of para 17 of the plaint are absolutely wrong and denied. The deponent and 2 are the lawful owner in possession of the suit property on the basis of registered sale deed and the land has been purchased from the original recorded tenure holder of the land in question.
19. That the contents of para 18 of the plaint relates to the jurisdiction of this Hon'ble Court hence calls for no reply.
20. That the contents of para 19 of the plaint are absolutely wrong and denied. The plaintiffs have undervalued the suit property as the market value of the suit property is more than 12,00,000/-.
21. That the contents of para 20 of the plaint are absolutely wrong and denied. The plaintiffs are not in possession over the suit property which belongs to answering deponent and 2 the suit itself deserves to be dismissed with exemplary cost.

Lucknow

Dated:20.09.2019

Deponent

VERIFICATION

I, the deponent do hereby verify that the contents of para 1 to 21 of the affidavit are true to my personal knowledge.

Signed and Verified this 20th day of September 2019 at Lucknow.

Lucknow

Dated:20.09.2019

Deponent

I identify the deponent who has signed before me

Advocate

**IN THE COURT OF CIVIL JUDGE (SD) MOHANLALGANJ
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Islam Husain and othersDefendants

**OBJECTION ON BEHALF OF DEFENDANT NO.1 AND 2 TO
THE AMEEN REPORT DATED 28.11.2018 (C18)**

The defendant no.1 and 2 most humbly and respectfully submit
as under:-

1. That the plaintiffs have filed an application dated 29.10.2018 under Order XXXIX Rule 7 read with Section 151 Code of Civil Procedure (C10) before this Hon'ble Court for issuance of a Writ of commission to learned Ameen Commissioner to submit his report after inspection but no description of the disputed property has been shown in the application and even the description of the suit property shown in para 1 of the plaint is also incorrect on the basis of which the disputed property cannot be identified.
2. That no notice required under the provisions of Order XXVI Rule 18 Code of Civil Procedure has been served upon the answering defendants for execution of the commission by learned Ameen Commissioner and the report dated 28.11.2018 has been submitted by the learned Ameen

Commissioner ex-parte which is not maintainable in the eyes of law. The site plan enclosed by the learned Ameen Commissioner along with report itself indicates that the boundaries of the suit property shown in para 1 of the plaint are different all together and the learned Ameen Commissioner has shown the rasta towards south in the site plan and thereafter the plot of Isaa while in the plaint no rasta has been shown towards south boundary. The correct position at the site there is plot of defendants and 14ft wide rasta towards the south whereas towards north of the answering defendants' plot there is nala flowing from Radhagram which ultimately joins river Gomti. Thus, the learned Ameen Commissioner has shown the description of the property of defendant no.1 and 2 but wrongly mentioned the plot of plaintiff that too without perusing the title deed of the plaintiffs as well as the boundaries shown in the plaint.

3. That the defendant no.1 and 2 reserves their right to cross examine the learned Ameen Commissioner regarding the report submitted by him to ascertain the correct demarcation of the suit property shown by the plaintiffs on the basis of the documents relied by them as such the report submitted by the learned Ameen Commissioner is without proper identification of the suit property at the site. The report submitted by learned Commissioner is not

admissible as the description shown in the report belongs to the defendant no.1 and 2 which was done in the absence of defendant no.1 and 2. There is boundary wall of the defendant no.1 and 2 towards the south of their plot which is damaged due to efflex of time and after 14ft wide road there is plot of one Isaa in which there is mobile tower exists.

Lucknow

Dated:20.09.2019

(x)

Advocate

Counsel for Defendant No.1 and 2