
(2017) 01 JH CK 0212
In the Jharkhand High Court
Case No : 272 of 2009

Panchu Goswami

APPELLANT

Vs

The State of Bihar (Now Jharkhand)

RESPONDENT

Date of Decision : 11-01-2017

Acts Referred:

Transfer of Property Act, 1882, Section 7,
Section 54 -
Indian Registration Act, 1899, Section 49

Citation : (2017) 01 JH CK 0212

Hon'ble Judges : D.N.Patel, Ratnaker Bhengra

Bench : DIVISION BENCH

Advocate : I. Sen Choudhary, Richa Sanchita, Anuj Burman, Mokhtar Ahmad

Judgement

1. This Letters Patent Appeal has been preferred by the original writ petitioner challenging the order passed by the learned Single Judge in C.W.J.C. No. 1319 of 1999(R) dated 28 th May, 1999 whereby, the petition preferred by these appellants was dismissed and the earlier orders passed by the three Revenue Authorities under the Revenue Laws have been upheld as a valid.

2. FACTUAL MATRIX I These appellants (original petitioners) are claiming to be the owner of the land bearing Khata No. 15, Plot No. 127, Thana No. 220 of Mauza Mahali Murup, District Saraikela, Kharsawan admeasuring 0.52 acres of land, on the basis of oral transfer of land which was sold orally for Rs. 301 in the year 1950, by the father of the Respondent Nos. 6 to 15. I On the basis of this oral transfer of land in the year 1950, nothing was done for more than a decade. No steps were initiated by the original purchasers/appellants for getting the aforesaid land mutated in their favour. I Title Suit No. 79 of 1963 was instituted by these appellants and a compromise decree was taken from the concerned trial Court dated 10th September, 1963 and by virtue of this compromise decree the name was mutated in the revenue entries in favour of these appellants. I Thus, on the basis of the oral sale of land, nothing was done from 1950 and what could

not have been done directly, has been done indirectly i.e. mutation entered in favour of these appellants. I Circle Officer of the concerned area initiated proceedings which is known as S.A.R. case no. 19 of 198889 and ultimately vide order dated 7 th March, 1989 , the possession was restored in favour of the respondent Nos. 6 to 15, because there cannot be an oral transfer of landed property and that too in breach of several other provisions of the Act viz. Chotanagpur Tenancy Act. I These desperate appellants preferred S.A.R. Appeal before Deputy Commissioner being S.A.R. Appeal No. 6 of 198990 which was dismissed by the Deputy Commissioner vide order dated 30 th November, 1991 . I Being aggrieved by this appellate authorities' order, under revenue laws, Revision Application No. 15/1992 was preferred by these appellants which was dismissed by the Deputy Commissioner vide order dated 9 th February, 1999. I Against this concurrent finding of facts, writ petition was preferred by these appellants being C.W.J.C. No. 1319 of 1999(R) which was also dismissed by the learned Single Judge vide order dated 28th May, 2009 and, hence, the original petitioners have preferred this Letters Patent Appeal.

3. Arguments Canvassed by the Counsel for the Appellant(s). I Counsel appearing for the appellants submitted that Chotanagpur Tenancy Act, 1908 is not applicable to the land situated in Saraikela because it was merged later on in 1951. I It is further contended by counsel for the appellants that a compromise decree was passed by the concerned trial Court in Title Suit No. 79 of 1963 dated 10th September, 1963. Unless this decree is set aside, the possession ought to have been maintained with these appellants. This aspect of the matter has not been properly appreciated by the learned Single Judge. I Counsel appearing for the appellants submitted that there is an adverse possession in favour of these appellants. This aspect of the matter has also not been properly appreciated by the learned Single Judge. I It is further contended by counsel for the appellants that this land is in their possession since 1950 and the house has also been constructed upon the land in question and after several years these appellants cannot be dispossessed. This aspect of the matter has also not been properly appreciated by the learned Single Judge and, hence, this Letters Patent Appeal may kindly be allowed by quashing the order passed by the learned Single Judge in C.W.J.C. No. 1319 of 1999(R) dated 28th May, 1999. I Counsel for the appellants further submitted that S.A.R. case was initiated after 30 years which is against the rule of law.

4. Arguments Canvassed by the counsel for the Respondent Nos. 6 to 15. I It is submitted by counsel for respondent nos. 6 to 15 that there was no transfer of property at all in favour of these appellants. There cannot be oral transfer of land when consideration amount is more than Rs. 100/under the provisions of Transfer Of Properties Act,1881. I It is further submitted that the socalled oral transfer of the land which was originally owned by these respondents is not supported by any document. If the land was transferred in the year 1950 then there was no need to file Title Suit No. 19 of 1963 by the very same purchaserappellants. The said suit is collusive in nature, without any purpose the

suit was filed. If at all any suit was to be filed, it was to be filed by the original owners. This aspect of the matter has been properly appreciated by the learned Single Judge. | It is further submitted that when the land was purchased by these appellants in the year 1950 they would have moved for mutation entry in the year 1951 or at least 1952, but, there was no mutation entry in favour of these appellants for more than a decade for the so called purchase of the property in 1950. The thing which could not have been done directly has been done indirectly i.e. there could not have been mutation entry in favour of these appellants because there was no registered document in their favour from 1950 onwards and hence, bogus Title Suit was preferred by these appellants just to get revenue entries mutated in their favour. This aspect of the matter has been properly appreciated by the learned Single Judge. | It is submitted by counsel for the respondents that there is no question of adverse possession whatsoever because these respondents have never waived their rights in favour of these appellants. There is no purchase of land at all by these appellants and these appellants have not been able to establish their possession from 1950. Time and Again, the orders have been passed by the revenue officers viz. (a) SubDivisional Officer in S.A.R. Case No. 19 of 198889 dated 7th March, 1989; (b) Order passed in S.A.R. Appeal No. 6 of 198990 passed by the Deputy Commissioner dated 30th November, 1991 and (c) Singhbhum Revenue Revision No. 15/1992 was passed by the Commissioner dated 9th February, 1999, Possession of the land in question has not been handed over to the respondents by these appellants and hence, there is no question of adverse possession whatsoever arises. "There is a vast difference between forcefully taken over illegal possession and the adverse possession." | Counsel appearing for the respondents further submitted that in fact, there is no legal transfer of the property whatsoever happened in this case by hook or by crook. The illegal possession has been retained for sometime by these appellants for which always the orders have been passed by the competent Revenue Authorities and hence, this Letters Patent Appeal may not be entertained by this Court and may be dismissed with exemplary costs. | It is further submitted by counsel for the respondents that the original owners of the property in question are the tribals and hence, their property can be transferred only with permission of the Deputy Commissioner. No such permission has ever been taken by these appellants. This protection has been given to the tribals because always mighty persons are talking about the oral transfer of properties and by hook or by crook after a decade such type of compromise decree are taken in their favour and ultimately, after 1950 the mutation entries were made in favour of these appellants illegally, in the year 1964 onwards. This aspect of the matter has been properly appreciated by the learned Single Judge and hence, this Letters Patent Appeal may not be entertained by this Court.

5. REASONS Having heard counsel for both the sides and looking to the facts and circumstances of the present case, we see no reason to entertain this Letters Patent Appeal for the following facts and reasons, (i) These appellants are claiming to be the owner of the land of Khata No. 15, Plot No. 127, Thana No.

220 of Mauza Mahali Murup, District Saraikela, Kharsawan admeasuring 0.52 acres, mainly on the ground that there was oral transfer of this property in favour of these appellants as they had purchased, orally, this property from the Respondent Nos. 6 to 15, for value of Rs. 301. (ii) we are not accepting this oral transfer of the land. This is an illegal transfer, if at all, it has taken place. Land cannot be transferred orally in view of provisions of Transfer of Property Act, 1882 as per Section 7 to be read with section 54 of the Transfer of Property Act, 1882 to be read with section 17 to be read with Section 49 of the Registration Act, 1908. For ready reference these sections are as under: Section 7 to be read with section 54 of the Transfer of Property Act, 1882 "7. Persons competent to transfer. Every person competent to contract and entitled to transferable property, or authorised to dispose of transferable property not his own, is competent to transfer such property either wholly or in part, and either absolutely or conditionally, in the circumstances, to the extent and in the manner, allowed and prescribed by any law for the time being in force."

54. "Sale" defined" Sale" is a transfer of ownership in exchange for a price paid or promised or partpaid and partpromised. Sale how made Such transfer, in the case of tangible immoveable property of the value of one hundred rupees and upwards, or in the case of a reversion or other intangible thing, can be made only by a registered instrument. In the case of tangible immoveable property of a value less than one hundred rupees, such transfer may be made either by a registered instrument or by delivery of the property. Delivery of tangible immoveable property takes place when the seller places the buyer, or such person as he directs, in possession of the property. Contract for sale. A contract for the sale of immoveable property is a contract that a sale of such property shall take place on terms settled between the parties.

It does not, of itself, create any interest in or charge on such property." Section 17 to be read with Section 49 of the Registration Act, 1908 "17. Documents of which registration is compulsory(1) The following documents shall be registered, if the property to which they relate is situate in as district in which , and if they have been executed on or after the date on which, Act No. XVI of 1864, or the Indian Registration Act, 1866, or the Indian Registration Act, 1871, or the Indian Registration Act, 1877, or this Act came or comes into force, namely:(a) instruments of gift of immovable property ; (b) other nontestamentary instruments which purport or operate to create, declare, assign, limit or extinguish, whether in present or in future, any right, title or interest, whether vested or contingent, of the value of one hundred rupees and upwards, to or in immovable property;

(c) nontestamentary instruments which acknowledge the receipt or payment of any consideration on account of the creation, declaration, assignment, limitation or extinction of any such right, title or interest; and (d) leases of immovable property from year to year, or for any term exceeding one year, or reserving a yearly rent; (e) nontestamentary instruments transferring or assigning any

decree or order of a Court or any award when such decree or order or award purports or operates to create, declare, assign, limit or extinguish, whether in present or in future, any right, title or interest, whether vested or contingent, of the value of one hundred rupees and upwards, to or in immovable property: Provided that the State Government may, by order published in the Official Gazette, exempt from the operation of this subsection any lease executed in any district, or part of a district, the terms granted by which do not exceed five years and the annual rents reserved by which do not exceed fifty rupees. (1A) The documents containing contracts to transfer for consideration, any immovable property for the purpose of section 53A of the Transfer of Property Act, 1882 (4 of 1882) shall be registered if they have been executed on or after the commencement of the Registration and Other Related laws (amendment) Act, 2001 and if such documents are not registered on or after such commencement, then, they shall have no effect for the purposes of the said section 53A."

49. Effect of nonregistration of documents required to be registered. No document required by section 17 or by any provision of the Transfer of Property Act, 1882 (4 of 1882), to be registered shall (a) affect any immovable property comprised therein, or (b) confer any power to adopt, or (c) be received as evidence of any transaction affecting such property or unless it has been registered:

Provided that an unregistered document affecting immovable property and required by this Act or the Transfer of Property Act, 1882 (4 of 1882), to be registered may be received as evidence of a contract in a suit for specific performance under Chapter II of the Specific Relief Act, 1877 (3 of 1877) or as evidence of any collateral transaction not required to be effected by registered instrument." (iii) In view of the aforesaid provisions of the law it has been held by Hon^{ble} the Supreme Court in the case of Ananda Behera V. State of Orissa, reported in AIR 1956 SC 17 especially in paragraph no. 11 thereof which is as under:

"11. Now a "sale" is defined as a transfer of ownership in exchange for a price paid or promised. As a profit a prendre is immoveable property and as in this case it was purchased for a price that was paid it requires writing and registration because of section 54 of the Transfer of Property Act. If a profit a prendre is regarded as tangible immoveable property, then the "property" in this case was over Rs 100 in value. If it is intangible, then a registered instrument would be necessary whatever the value. The "sales" in this case were oral: there was neither writing nor registration. That being the case, the transactions passed no title or interest and accordingly the petitioners have no fundamental right that they can enforce."

(Emphasis supplied)

(iv) It has been held by Hon^{ble} the Supreme Court in the case of Rambhau Namdeo Gajre V. Narayan Bapuji Dhotra, reported in (2004) 8 SCC 614 in

paragraph no. 13 thereof which is as under:

"13. The agreement to sell does not create an interest of the proposed vendee in the suit property. As per Section 54 of the Act, the title in immovable property valued at more than Rs 100 can be conveyed only by executing a registered sale deed. Section 54 specifically provides that a contract for sale of immovable property is a contract evidencing the fact that the sale of such property shall take place on the terms settled between the parties, but does not, of itself, create any interest in or charge on such property. It is not disputed before us that the suit land sought to be conveyed is of the value of more than Rs 100. Therefore, unless there was a registered document of sale in favour of Pishorrilal (the proposed transferee) the title of the suit land continued to vest in Narayan Bapuji Dhotra (original plaintiff) and remain in his ownership. This point was examined in detail by this Court in *State of U.P. v. District Judge* and it was held thus: (SCC pp. 499500, para 7)

"7. Having given our anxious consideration to the rival contentions we find that the High Court with respect had patently erred in taking the view that because of Section 53A of the Transfer of Property Act the proposed transferees of the land had acquired an interest in the lands which would result in exclusion of these lands from the computation of the holding of the tenureholder transferor on the appointed day. It is obvious that an agreement to sell creates no interest in land. As per Section 54 of the Transfer of Property Act, the property in the land gets conveyed only by registered sale deed. It is not in dispute that the lands sought to be covered were having value of more than Rs 100. Therefore, unless there was a registered document of sale in favour of the proposed transferee agreementholders, the title of the lands would not get divested from the vendor and would remain in his ownership. There is no dispute on this aspect. However, strong reliance was placed by learned counsel for Respondent 3 on Section 53A of the Transfer of Property Act. We fail to appreciate how that section can at all be relevant against the third party like the appellant State. That section provides for a shield of protection to the proposed transferee to remain in possession against the original owner who has agreed to sell these lands to the transferee if the proposed transferee satisfies other conditions of Section 53A. That protection is available as a shield only against the transferor, the proposed vendor, and would disentitle him from disturbing the possession of the proposed transferees who are put in possession pursuant to such an agreement. But that has nothing to do with the ownership of the proposed transferor who remains full owner of the said lands till they are legally conveyed by sale deed to the proposed transferees. Such a right to protect possession against the proposed vendor cannot be pressed in service against a third party like the appellant State when it seeks to enforce the provisions of the Act against the tenureholder, proposed transferor of these lands."

(emphasis supplied)

There was no agreement between the appellant and the respondent in

connection with the suit land. The doctrine of partperformance could have been availed of by Pishorrilal against his proposed vendor subject, of course, to the fulfilment of the conditions mentioned above. It could not be availed of by the appellant against the respondent with whom he has no privity of contract. The appellant has been put in possession of the suit land on the basis of an agreement of sale not by the respondent but by Pishorrilal, therefore, the privity of contract is between Pishorrilal and the appellant and not between the appellant and the respondent. The doctrine of partperformance as contemplated in Section 53A can be availed of by the proposed transferee against his transferor or any person claiming under him and not against a third person with whom he does not have a privity of contract."

(v) It has been held by Honble the Supreme Court in the case of Suraj Lamp & Industries (P) Ltd. (2) V. State of Haryana reported in (2012)1 SCC 656 in paragraph Nos. 11,14,15, 18 and 24 which are as under:

11. Section 54 of the TP Act defines "sales" thus: "54. "Sale" defined.-"Sale" is a transfer of ownership in exchange for a price paid or promised or partpaid and partpromised.

Sale how made.-Such transfer, in the case of tangible immovable property of the value of one hundred rupees and upwards, or in the case of a reversion or other intangible thing, can be made only by a registered instrument. In the case of tangible immovable property of a value less than one hundred rupees, such transfer may be made either by a registered instrument or by delivery of the property. Delivery of tangible immovable property takes place when the seller places the buyer, or such person as he directs, in possession of the property. Contract for sale.-A contract for the sale of immovable property is a contract that a sale of such property shall take place on terms settled between the parties.

It does not, of itself, create any interest in or charge on such property."

14. Section 17 of the Registration Act, 1908 makes a deed of conveyance compulsorily registerable. We extract below the relevant portions of Section 17:

"17. Documents of which registration is compulsory.-(1) The following documents shall be registered, namely-

* * *

(b) other nontestamentary instruments which purport or operate to create, declare, assign, limit or extinguish, whether in present or in future, any right, title or interest, whether vested or contingent, of the value of one hundred rupees and upwards, to or in immovable property;

* * *

(1A) The documents containing contracts to transfer for consideration, any immovable property for the purpose of Section 53A of the Transfer of Property Act, 1882 (4 of 1882) shall be registered if they have been executed on or after

the commencement of the Registration and Other Related Laws Amendment Act, 2001 and, if such documents are not registered on or after such commencement, then, they shall have no effect for the purposes of the said Section 53A." Advantages of registration 15. In the earlier order dated 1552009, the objects and benefits of registration were explained and we extract them for ready reference: (SCC p. 367, paras 1518)

"15. The Registration Act, 1908 was enacted with the intention of providing orderliness, discipline and public notice in regard to transactions relating to immovable property and protection from fraud and forgery of documents of transfer. This is achieved by requiring compulsory registration of certain types of documents and providing for consequences of nonregistration.

16. Section 17 of the Registration Act clearly provides that any document (other than testamentary instruments) which purports or operates to create, declare, assign, limit or extinguish whether in present or in future "any right, title or interest" whether vested or contingent of the value of Rs 100 and upwards to or in immovable property.

17. Section 49 of the said Act provides that no document required by Section 17 to be registered shall, affect any immovable property comprised therein or received as evidence of any transaction affected such property, unless it has been registered. Registration of a document gives notice to the world that such a document has been executed.

18. Registration provides safety and security to transactions relating to immovable property, even if the document is lost or destroyed. It gives publicity and public exposure to documents thereby preventing forgeries and frauds in regard to transactions and execution of documents. Registration provides information to people who may deal with a property, as to the nature and extent of the rights which persons may have, affecting that property. In other words, it enables people to find out whether any particular property with which they are concerned, has been subjected to any legal obligation or liability and who is or are the person(s) presently having right, title, and interest in the property. It gives solemnity of form and perpetuate documents which are of legal importance or relevance by recording them, where people may see the record and enquire and ascertain what the particulars are and as far as land is concerned what obligations exist with regard to them. It ensures that every person dealing with immovable property can rely with confidence upon the statements contained in the registers (maintained under the said Act) as a full and complete account of all transactions by which the title to the property may be affected and secure extracts/copies duly certified." Registration of documents makes the process of verification and certification of title easier and simpler. It reduces disputes and litigations to a large extent.

18. It is thus clear that a transfer of immovable property by way of sale can only be by a deed of conveyance (sale deed). In the absence of a deed of conveyance

(duly stamped and registered as required by law), no right, title or interest in an immovable property can be transferred.

24. We therefore reiterate that immovable property can be legally and lawfully transferred/conveyed only by a registered deed of conveyance. Transactions of the nature of "GPA sales" or "SA/GPA/will transfers" do not convey title and do not amount to transfer, nor can they be recognised or valid mode of transfer of immovable property. The courts will not treat such transactions as completed or concluded transfers or as conveyances as they neither convey title nor create any interest in an immovable property. They cannot be recognised as deeds of title, except to the limited extent of Section 53A of the TP Act. Such transactions cannot be relied upon or made the basis for mutations in municipal or revenue records. What is stated above will apply not only to deeds of conveyance in regard to freehold property but also to transfer of leasehold property. A lease can be validly transferred only under a registered assignment of lease. It is time that an end is put to the pernicious practice of SA/GPA/will transactions known as GPA sales." (Emphasis supplied)

In view of the aforesaid decisions it appears that transfer of immovable property cannot be done orally by way of sale, it can be done only by deed of conveyance (sale deed). In absence of deed of conveyance (duly stamped and registered as required by law), no right title or interest in an immovable property can be transferred and Court will not treat such transaction as completed or concluded transfer. In the facts of the present case, it is alleged by counsel for the appellant that the property in question was purchased orally for consideration of Rs. 300/ as per so called compromise decree. Thus, when the evaluation is more than Rs. 100/the deed of conveyance duly stamped is must, otherwise, there is no transfer of the property whatsoever arises. These appellants cannot become owners of the property nor the private respondents ceased to be the owners of the property. This aspect of the matter has been properly appreciated by the learned Single Judge.

(vi) it further appears from the facts of the case that the appellants could not establish his ownership upon the property in question, much less from 1950. No argument has ever been raised by these appellants before any of the three Revenue Authorities and nor before the learned Single Judge. Thus, these appellants are not the owners of the property in question and hence no error has been committed by all the three Revenue Authorities as well as no error has been committed by the learned Single Judge in dismissing the writ petition.

(vii) Assuming without admitting that there was transfer of property in the year 1950 then for several years mutation entries was not demanded in favour of these appellants by any application. We do not know why these appellants waited for more than a decade after 1950, probably may be, because of oral transfer of the land for which perhaps no mutation entry can ever be carried out in favour of these appellants and hence unnecessarily, a Title Suit No. 79 of 1963 was instituted so that a bogus compromise can be obtained and on that basis

mutation entry can be obtained in favour of these appellants. Ultimately in a Title Suit No. 79 of 1963 preferred by these appellants compromise decree was passed by the concerned trial Court dated 10th September, 1963. This was done by Munsif at Saraikela. It appears that this compromise decree has got no value in the eye of law. Oral transfer was allowed by the concerned Court also, before allowing such type of compromise decree it ought to be kept in mind by the Judges whether such type of property can be transferred orally. It appears that the concerned Judge has no idea about the transfer of movable and immovable properties. It is the duty of a Judge that whenever any compromise petition/application is preferred in the Title Suit, it ought to be verified by the concerned Judge that whether such type of transfer is permissible in the eye of law. In the facts and circumstances of the present case, the concerned Judge has lost sight of the fact that the land cannot be transferred orally. There is bound to be a written document which is a registered one. Judges cannot turn deaf ear to these types of provisions especially in a Title Suit which has a very wide ramifications. Judges should not be get hurry in disposal of the title suit. Judges of the trial court ought to be kept in mind that whenever in a Title Suit any compromise decree is to be passed with all circumspection, the mind should have been applied. Mechanical approach bound to have been shredded by our Judges. The trial Judge should not be in hurry to accept the compromise petition. Question of Stamp Duty etc. is also invoked. Property purchased in the year 1950 by way of oral transfer for which a decree is passed in September, 1963 by Munsif at Saraikela is absolutely without any application of mind. His approach was mechanical. Collusion is prima facie evident and this aspect has been properly appreciated by the learned Single Judge giving no weightage to such type of collusive decree. (viii) Counsel appearing for the appellants has argued about adverse possession. We are not accepting these arguments canvassed by counsel appearing for the appellants for the following reasons:

(a) There is a vast difference between adverse possession and forcefully taken over illegal possession.

(b) These appellants could not establish his possession from 1950

(c) These appellants are heavily relying upon oral transfer of land in 1950 and Title Suit was filed by these appellants in the year 1969 just to get a collusive compromise decree so that now, a mutation entry can be entered into their name. Thus a thing which could not have been done directly has been done indirectly.

(d) All the three revenue authorities viz Deputy Commissioner Land Reforms" order dated 7th March, 1989, Deputy Commissioners" appellate authorities order dated 30th November, 1991 and order passed by the Commissioner dated 9th February, 1999. All these orders in one breath stating that oral transfer and the land in favour of appellants is nothing, but, a fanciful idea of the appellants only. No such type of transfer is permissible in the eye of law. Original owners who are tribals i.e. respondent nos. 6 to 15 remains the owners of the property as it is

and illegal possession which is taken over by these appellants should be now restored to the original ownerstribals. Despite these orders and despite the fact that no stay has ever been granted by any authorities. Possession of the property in question as submitted by counsel for both the sides is with these appellants thus, it appears that these appellants are headstrong persons. Possession shall be handed over forthwith within a period of two weeks from today.

(ix) There is a consistent finding of facts by all the revenue authorities and we see no reason to take any other view to what is taken by the above Revenue Authorities as well as by the learned Single Judge while dismissing writ petition preferred by these appellants as no error have been committed by them in deciding the matters before them.

(x) Much has been argued by counsel for the appellants that Chotanagpur Tenancy Act is not applicable with the land in question. We are not in agreement with this argument of the appellants mainly for the reason that the land in question is situated in Seraikela District and the same is merged in 1951 as alleged by the counsel for the appellants. This makes no differences so far as applicability of the Chotanagpur Tenancy Act whatsoever arises. Even if the land in question which is situated in District Sariakela is merged in 1951 then also the law remained intact and as it is that there cannot be oral transfer of the land without any written document and without any registration thereof. Oral transfer is nothing but the headstrongness of these appellants. If it is believed, then might will be the right, which is not permissible in the eye of law otherwise, every strong man will speak about the oral transfer of the land and every weak man will have to loose his ownership. This argument of oral transfer of land has been canvassed by counsel for the appellants in total defiance of the law up to this Letters Patent Appeal stage. These appellants are claiming to be the owners of the property from 1950 because of the oral transfer of the property. Unnecessarily, the litigation has been entered into because of this type of arguments due to which frivolous multifarious litigations have to be decided by the concerned revenue authorities and by this Court.

(xi) Counsel appearing for the appellants has argued out that S.A.R. case was initiated by respondent no.s 6 to 15 after 30 long years hence it was not tenable. This contention is not accepted by this Court mainly for the following reasons;

(a) Appellants claim transfer of land by oral agreement from 1950, but, for getting mutation entry in favour of these appellants, shelter of collusive suit was taken place in the year 1963. Such type of appellants cannot claim that there was delay in filing of S.A.R. case.

(b) Appellants are claiming to have possession of the land in question with them since 1950, but, consistently before all the Revenue Authorities and before leaned Single Judge, they have failed to prove their possession from 1950.

(c) There is no delay in initiating the S.A.R. Case because the respondents were continuously owner of the property and there could not have been ownership

vested in favour of these appellants by virtue of oral transfer of the land.

(d) The possession in favour of these appellants was in a belligerent stage. The appellants were not in a legal possession of the property in question. The way in which the counsel for the appellants is canvassing her arguments about the oral transfer of the land, reflects that the appellants are headstrong persons and this is how possession must have been taken over from the tribals original owners of the property who are the respondent nos. 6 to 15.

(e) If the illegal possession is retained by these appellants, revenue authorities are not the silent spectators. They are the protectors of the interest of the tribals and hence, S.A.R. case was initiated, no sooner did, these facts were known to the concerned revenue officers.

(f) The original tribals have never surrendered their rights in favour of these appellants. Neither of ownership nor of possession and hence, the contention raised by counsel for the appellants that there was delay in initiating S.A.R. proceedings, is not accepted by this Court.

6. As a cumulative effect of the aforesaid facts, reasons and judicial pronouncements, no error has been committed by the learned Single Judge and we see no reason to interfere with the order passed by the learned Single Judge in C.W.J.C. No. 1319 of 1999(R) judgment dated 28th May, 2009. Similarly, no error has been committed by all the Revenue Authorities who have decided S.A.R. case Nos. 19 of 198889 vide order dated 7th March, 1989, S.A.R. Appeal No. 6 of 198990 order dated 30th November, 1991 and Singhbhum Revenue Revision No. 15 of 1992 order dated 9th February, 1999. Hence this Letters Patent Appeal is hereby dismissed with a costs of Rs. 10,000/(Ten Thousand) which will be divided equally among the respondent nos. 6 to 15 and each respondent will receive an amount of Rs. 1,000/(Rs. One Thousand). The said amount will be paid by these appellants to the aforesaid respondents within a period of six weeks from today. This amount will not be transferred orally, like oral transfer of the land. This amount will be paid by Bank Draft.