IN THE HIGH COURT OF ORISSA AT CUTTACK

AFR

R.S.A. No.640 of 2025
(CNR No. ODHC010916112025)

Bharatibala Bisoyi and others …. Appellants

Mr. Budhiram Das, Advocate

-Versus-

Shantilata Swain …. Respondent

Mr. M. Kanungo, Senior Advocate
Mr. Dillip Kumar Pradhan, Advocate

CORAM:
JUSTICE R.K. PATTANAIK

DATE OF HEARING:29.07.2026
DATE OF JUDGMENT:02.11.2026

1. Instant appeal under Section 100 of Code of Civil Procedure, 1908 (hereinafter referred to as 'the Code') is preferred by the appellants assailing the impugned judgment and decree in RFA No.57 of 2024 of the learned District Judge, Cuttack in confirming the decision of the learned Senior Civil Judge, 2nd Court, Cuttack in C.S. No.273 of 2020-I on the grounds stated.

2. The appellants are the defendants in the suit instituted by the respondent seeking declaration of sale deeds executed vis-à-vis Schedule 'B', 'C' & 'D' properties as void, inoperative and not binding upon her and to cancel the same and so also the Mutation RoRs in respect thereof and further to permanently injunct defendant Nos.2 & 3 to enter upon the properties with such other consequential reliefs sought for. In the said suit, the appellants filed WS denying the

averments in the plaint. In fact, the respondent pleaded that the properties described in Schedule 'A' of the plaint originally belonged to her father and in order to meet the urgent necessities, the latter had taken money from her husband and in lieu of that, sold the same vide RSD No.3413 dated 28th May, 1979 and delivered the physical possession of the same to them. It is further pleaded that in the year 2001, the respondent agreed to dispose of the Schedule 'A' property to defendant No.3 in respect of Ac.0.28 dec. of land out of 7 Gunth being located adjoining a L.I. Point and accordingly, the sale deed was executed for a consideration money of Rs.10,000/- and in course of the transaction, she was paid Rs.8,500/- out of the consideration amount and the balance was deducted towards purchase of stamp papers, registration charges and other miscellaneous expenses towards registration of the deed. In February, 2020, the respondent realized that fraud had been perpetuated on her by defendant No.3 as she was under the impression that the deed was executed in respect of Schedule 'A' property adjoining to the L.I. point and not the other properties situate nearby at Dimiripandabagicha that are under their physical possession. According to the pleading of the respondent, the certified copy of the sale deed was obtained and the mischief was detected and on comparison of the same with the sale deed dated 30th July, 2001, it was made to reveal that there was manipulation after the alleged transaction. It is pleaded that subsequent to the sale deed executed, the other two transactions have taken place which are also liable to be declared as null and

void with immediate cancellation of the same and also the Mutation RoRs thereof.

2.1. The allegations of fraud and the averments in the complaint were stoutly denied by the appellants. According to the WS, the respondent was in need of money and hence, consulted her husband and declared her intention to sell the suit schedule land with an area of Ac.0.28 dec. and accordingly, executed the sale deed dated 30th July, 2001 and at that time, the Consolidation operation was in progress. Upon execution of the sale deed, defendant No.1 became the rightful owner in respect of the Schedule 'B' property, whereafter, she filed Objection Case No.6549 of 2002 before the Consolidation Authority under Section 9(3) of the OCH & PFL, Act for correction of the record and therein, the respondent was noticed and only upon a field enquiry held and verification of the documents, the RoR was prepared in her favour finally published in 2014 and since, was in financial difficulty for the payment of loan, sold a portion of the property purchased by her to defendant Nos.2 & 3 and accordingly, the sale deeds dated 1st January, 2016 were executed in respect of Ac.0.155 dec. of land in favour of defendant No.2 and Ac.0.045 dec. of land with defendant No.3 and both mutated their names in respect of the purchased lands and are in peaceful possession over the same and in the meantime, they have converted the same from agricultural to non-agricultural and developed by spending huge amount and even constructed a house over the land. It has been pleaded that defendant No.1 had no L.I.

Point at any point of time but the respondent, even after having sold the schedule property, questioned the transactions by alleging fraud and therefore, the suit is devoid of merit and hence, liable to be dismissed with cost.

2.2. In the suit, the issues were framed and upon receiving evidence from both sides, answered the same and ultimately reached at the conclusion that the sale deed vide RSD dated 30th July, 2001 executed in favour of defendant No.1 is to be declared void and also the other two sale deeds dated 1st January, 2016 in favour of defendant Nos.2 & 3 are not binding to the respondent and accordingly cancelled the same and directed the defendants to vacate the possession of the suit schedule property and injuncted them permanently from entering upon the same and interfered with her peaceful possession thereupon. Being aggrieved, the appellants filed the RFA but it was dismissed on contest without any order as to costs. Since the appellants could not succeed, preferred this appeal challenging the cancellation of the sale deeds with the confirmation of the decree dated 29th January, 2024 in C.S. No.273 of 2020-I on the following grounds: (i) the suit is barred by Article 59 of the Limitation Act since the respondent received notice in Objection Case No.6549 of 2002 vide Ext.J and was also aware of the order therein dated 31st March, 2005 and about the consolidation proceeding; (ii) the learned courts below committed error in holding that the parties really intended to convey the property vide Ext.4 and possession of the same had been delivered and therefore, omission of plots therein

is of no consequence; and (iii) when there is conflict between plot and khata numbers in juxtaposition to the boundary description in the sale deed in question, the learned courts below were to hold that the boundaries to prevail.

2.3. Considering the grounds pleaded on record, this Court formulated the following substantial questions of law by order dated 2nd February, 2026 which are as to the following:

> (i) Whether the suit vide C.S. No.273 of 2020-I filed by the plaintiff (respondent) was barred by limitation, as there was a prayer for declaration of the sale deed vide Ext.K void on the ground of fraud 19 years after its execution?
>
> (ii) When, there are discrepancies between the contents of the original sale deed vide Ext.K and the certified copy of the volume thereof vide Ext.2 obtained from the Sub-Registrar's Office, which will be acceptable under law?
>
> (iii) If it is established that the document vide Ext.K has been executed by practicing fraud, whether said Ext.K has any legal value?
>
> (iv) When the contents of the sale deed vide Ext.K said to have been executed by the plaintiff in favour of defendant No.1 are clear and unambiguous, then whether evidence under Section 92 of the Indian Evidence Act,

1872 is permissible/admissible contrary to the same?

3. Heard Mr. Das, learned counsel for the appellants and Mr. Kanungo, learned Senior Advocate and Mr. Pradhan, learned counsel appearing for the respondent.

4. Mr. Das, learned counsel for the appellants submits that the alleged transactions are in respect of the schedule property and have taken place without any such fraud perpetuated from the side of the appellants and in so far as the plea of the respondent about having detected such fraud is concerned, the same is utterly false for the fact that she received notice in Objection Case No.6549 of 2002 vide Ext.J. The further submission is that in view of the conflict with regard to the description of the schedule property, both the learned courts below grossly erred in not considering the fact that the boundary descriptions are to prevail. The contention is that the transaction in question was well within the knowledge of the respondent and it was in respect of the suit schedule property morefully described in the plaint and challenged it long after 20 years with a false and frivolous suit instituted is liable to be dismissed but instead the learned courts below decreed the same and declared the sale deed and the subsequent deeds as void which is not legally tenable and hence, the impugned judgment in RFA No.57 of 2024 deserves to be set aside.

5. On the other hand, Mr. Kanungo, learned Senior Advocate and Mr. Pradhan, learned counsel would submit

that the learned courts below did not commit any serious wrong and rightly declared the sale deeds as void when the plea of fraud was proved and established. The further submission is that the respondent is an illiterate lady and she was subjected to fraud by the appellants and hence, therefore, the onus was on the appellants to prove the genuineness of the deed i.e. Ext.K in view of the settled position of law. The further submission is that there has been correction to the property description after the execution of the sale deed, whereafter, the Mutation RoR was managed by the appellants with consequential sale deeds executed in favour of defendant Nos.2 & 3 and hence, considering the same, the learned courts below with unanimous decision declared the same as invalid. It is the submission that the respondent being a lady and having alleged fraud to have been perpetuated, it was for the appellants to come clean as the burden of proof was upon them and the same having not been discharged, the learned courts below did not commit any error in declaring the sale deeds void, inoperative and not binding to the respondent and therefore, the decree in C.S. No.273 of 2020-I is perfectively justified and rightly confirmed in appeal by the learned court below.

6. Admittedly, the respondent and her son examined as P.Ws.1 &2 respectively had been to the Sub-Registrar Office for execution of sale deed i.e. Ext.2 on 20th July, 2001, the fact, which is not in denial. The claim is that subsequent to the sale deed executed, Objection Case

No.6549 of 2002 was filed before the Consolidation Authority which is alleged to be within the knowledge of the respondent. It is also admitted that the respondent received notice in Objection Case No.6549 of 2002 revealed from Ext.J and hence, according to the appellants, the suit is not maintainable being barred by limitation and though P.W.2 had been served with a notice therein, the plea is that the respondent was under the impression that the sale deed was in respect of Ac.0.28 dec. only out of the schedule property not the other properties included by manipulation after the alleged transaction. Even though it was proved about the knowledge of the respondent regarding Objection Case No.6549 of 2002 filed for correction of the RoR but the fraud was detected in the year 2020, this Court is of the view that only upon detection of the fraud, the suit was instituted by the respondent examined as P.W.1 and therefore, to claim that she had the knowledge about the mutation subsequent to the sale deed with objection filed before the Consolidation Authority even with reference to Ext.K, such as, the order-sheets therein is of no avail.

6.1. It has been concluded by the learned courts below that the suit is not barred by limitation under Article 59 of the Limitation Act. In this regard, a decision of the Apex Court in **Ningawwa Vrs. Byrappa & 3 others (1968) 2 SCR 797** is cited. The Apex Court in the decision (supra) held that in a suit to set aside a registered document on the ground of undue influence and fraud, the period of limitation is to commence when such fraud is detected. In the aforesaid

case, the appellant had executed a gift deed and at that time, she was young and illiterate and believed that the deed related only to the plots in one village which were originally the property of her husband, whereas the properties in another village were inherited from her father and they were valuable and fertile and there was no reason whatever to gift the same to her husband, who accepted the second wife but she continued to live with him amicably and thereafter, the conduct of the relatives of the second wife made her suspicious and on enquiry, she found that the plots in village inherited by her was also included in the gift deed, whereafter, she instituted the suit to set aside the same on the ground of fraud and under such circumstances, the Apex Court held and observed that such a suit to cancel the gift deed would be governed by Article 59 of the Limitation Act and since the period of limitation of 3 years prescribed therein shall have to commence when the fraud became known to the party wronged and hence, concluded that the suit was in time after the appellant having acquired knowledge about the same.

6.2. In a catena of decisions, it has been held by the Apex Court that knowledge about fraud is the cause of action to institute a suit and then only limitation to commence and if within three years from the date of such knowledge, the same is not instituted but upon expiry of such period, it would be barred under law. In the case at hand, such knowledge about fraud committed by defendant No.3 was detected by the respondent in the month of February, 2020

and thereafter, instituted the suit. Even by considering the fact that the order-sheets in Objection Case No.6549 of 2002 revealed issuance of notice and service of the same on the respondent, it was not sufficient to hold that she did have the knowledge about the mutation in respect of the schedule property which were included in the sale deed i.e. Ext.K. So, the decision in **P. Kumarakurubaran Vrs. P. Narayanan & others 2025 SCC OnLine SC 975** relied on by Mr. Das, learned counsel for the appellants with reference to Article 59 of the Limitation Act that the suit is barred is liable to rejection.

7. In so far as manipulation of RSD is concerned, according to Mr. Das, learned counsel the respondent had the knowledge about the same with regard to the alteration in the schedule of the property therein. From the record, it is made to reveal that the respondent though admitted her signature on the sale deed dated 30th July, 2001 but never acknowledged about any such alteration in the schedule property described therein and ever having consented to the same. This Court finds from the record that the respondent had only the intention to sell a portion of the schedule property purchased by her and had approached defendant No.3 to sell the same situate near the L.I. Point. On perusal of evidence of P.W.1, it is revealed that she denied the fact that Plot No.368 belongs to them mentioned in the sale deed i.e. Ext.2 and hence, it was followed by correction. In fact, the land according to the appellants was wrongly described as Plot No.368 which was corrected by Plot No.868 and

hence, the correction was carried out on the very day of execution and registration of the deed and it was within the knowledge of the respondent. But from the testimony of P.W.1, she outrightly denied about any such knowledge about the correction with regard to the alleged plot. Even though there has been a delay of 19 years since execution of the sale deed and even if such a correction was allegedly carried out with inclusion of Plot No.868 wrongly mentioned as Plot No.368 in Ext.2., but the boundary of the said plot was not corrected. According to the learned courts below in case the plot description is wrong, the boundaries described in the sale deed is to prevail. Considering the oral and documentary evidence adduced by both the sides, it is admitted that a plot of the schedule property was altered and according to the appellants, it was done within the knowledge and consent of the respondent and P.W.2 which has been denied by them. It is also made to appear that with the change of plot, the boundary description was not altered. In fact, on examination of the evidence with reference to Ext.G, it is made to reveal that the boundary tenants of Plot No.868 are different than the ones named in Ext.K. On scrutiny of the evidence, this Court is of the humble view that the respondent succeeded in proving the plea of fraud, as she had not intended to dispose of the schedule property but only to the extent measuring an area of Ac.0.28 dec. The correction with the rewriting is evident from Ext.K which allegedly carried out without the knowledge of the respondent. Having regard to the fact that the appellants proved Exts.H & J to testify that plot was wrongly typed

and corrected as plot No.868 and it is within the knowledge of the respondent and also P.W.2, who is her son having been carried out in the Office of the Sub-Registrar. But under the Registration Act, it shall have to be accomplished in the deed itself and in the manner contemplated under law and that too with the consent of both the sides and not unilaterally as made to reveal from Ext.K. This Court finds that the appellants corrected/interpolated the plot details in Ext.K after its registration and thereafter, presented before the Consolidation Authority and managed to obtain the RoR i.e. Ext.F, a correction/interpolation, which was detected later.

7.1. Admittedly, Ext.F is the Consolidation RoR prepared and published and according to respondent, any such sale with fragmentation is prohibited under Section 34 of the OCH & PFL Act and therefore, the subsequent sale deeds in favour of defendant Nos.2 & 3 are without the sanction of law and hence, not only the sale deeds under Exts. B & D, but also the RoRs i.e. Exts. A & C are liable to be declared void. But, having regard to the fact that the original sale deed has been executed by the respondent and the same is subject of challenge on the ground that fraud was played upon by defendant No.3 at the time of its execution including such other properties therein, alienation of which is never intended, this Court is of the view that learned courts below did not fundamentally err in arriving at a decision that the deeds are liable to be declared void as the appellants failed to discharge the burden of proof to

establish that such sale of the schedule properties additionally with necessary correction/interpolation therein was within the knowledge of the respondent.

8. In case of a transaction by a Paradahnashin or illiterate lady, the person setting up the validity of the sale deed is to prove that she understood the nature and effect of the transaction. In **Narayan Mishra & two others Vrs. Champa Dibya (dead) and after her Bhabani Dei and two others 1985 (II) OLR 417**, it has been held that the person transacting with a Paradahnashin illiterate lady shall have the burden to discharge to show that the instrument alleged to have been executed was understood and explained so as to satisfy that she had understood the nature and effect of her act in the alienation of the property. Even though P.Ws.1 & 2 had been to the office of the Sub-Registrar for execution of the sale deed since it is under the impression that a portion of the schedule 'A' property would be sold and thereafter, with the correction/interpolation, necessary change was brought in with respect to plot No.868 and according to her, it was not within her knowledge, in such a situation, it is for the appellants to discharge the onus denying the fraud. The appellants were to establish that P.W.1 was having full knowledge about the transaction vis-à-vis the schedule property and it was not confined to Ac.0.28 decimals of land situate adjoining to the L.I. Point.

9. Furthermore, this Court finds that defendant No.1 never entered into the witness box and therefore, according to Mr.

Kanungo, learned Senior Advocate and Mr. Pradhan, learned counsel, adverse inference shall have to be drawn in view of Section 114 of the Evidence Act and in that connection, cited a decision of the Apex Court in **Vidhyadhar Vrs. Mankikrao and another AIR 1999 SC 1441**. Having regard to the totality of the evidence received in the suit and since a concurrent finding has been rendered by the learned courts below with regard to the correction/interpolation carried out in the sale deed with regard to the alleged plot and it was not within the knowledge of the respondent though received notice in Objection Case No. 6549 of 2002 and that she had been to the Sub-Registrar Office along with P.W.2, the burden of proof to establish that any such correction in the sale deed i.e. Ext.K was within her knowledge, this Court is inclined to hold that the learned courts below have not fundamentally erred to hold that the sale deed executed in favour of defendant No.1 and other defendants subsequent thereto are liable to be declared invalid.

10. Considering the plea of the respondent and defence by appellant No.1 in particular, it has also to be examined whether all the sale deeds are to be declared void. Under the Indian law, the subsequent transactions may be declared invalid with the original sale deed subjected to a material alteration, such as, unauthorized overwriting without the consent and knowledge of the vendor. Even when the intent to sell is not entirely ruled out, the unauthorized changes made by way of alteration of a legal document triggers

specific statutory protection. Under the law of contract and conveyancing, any alteration whether by erasure, overwriting, or interpolation made in a material part of a deed after its execution without the consent of the vendor renders the transaction invalid from the very inception. A change is material if it varies the legal effect, rights or liabilities of the parties originally expressed in the deed. As recognized under law, the effect of making the material alteration without the consent or knowledge of the vendor is equivalent to cancelling the deed entirely. A Court is to apply the doctrine of material alteration under such circumstances by considering the legal effect of a transaction questioned on such ground.

11. The vendee cannot pass a better title to the subsequent purchasers than he lawfully possessed in view of the maxim-*nemo dat quod non habet*. If the original deed found to be void due to fraudulent overwriting, the vendee never legally acquired the mutated rights and consequently, all subsequent sale deeds executed over a period of time by that vendee relying on the tampered original title deed become legally unsustainable and may be declared null and void. In such a situation, it has been consistently held by the Apex Court that any unilateral changes made to a sale deed after its execution without the explicit knowledge and consent of the affected parties are completely invalid and must be ignored. A party cannot take the chance of committing a fraud or altering a deed to their disadvantage without risking the complete invalidation of the document once the

tampering is exposed. To nullify such documents, the aggrieved vendor or his legal heirs must have to take recourse to Section 31 of the Specific Relief Act, 1963. The effect of subsequent sale deed is entirely to be examined independent of the legality of the original transaction effected by the vendee alleged by way of manipulation or fraud. However, the law is that even if the core intent to sell the properties is not entirely ruled out, the subsequent transactions executed over a period of time are highly vulnerable and hence, susceptible to challenge. As earlier discussed, the principle of maxim (supra) is to remind that a person cannot transfer a better title than he is possessed of and if the parent deed becomes void due to fraudulent or unauthorized material alteration, the vendee's legal title on that specific document becomes defective or non-existent. The law is well settled that if the overwriting changes the very identity or scope of the property unlawfully, the transfer of that excess/altered right is a nullity. Consequently, any subsequent sale deed executed by the vendee to a third party can be legally declared void.

12. In a given case of multi-layered transaction, a Court is to evaluate the instrument itself; prejudice caused to the vendor and the remedy. In case, any such overwriting is alleged, in view of the Apex Court's decision and observations made in **Syed Basheer Ahmed and others Vrs. State of Telangana** in Writ Petition No.15108 of 2020 date 27th April, 2026, a Court can inspect documents to detect clear interpolations without strictly requiring forensic

examination. In the case at hand, overwriting is admitted by the parties in respect of one of the plots and the defence to justify the same is that such alteration was made with the knowledge and consent of respondent and P.W.2. However, in the manner overwritings are taken care of by the Registering Authority has not been carried out, hence, the learned courts below reached at a conclusion that the alteration is without the consent of the vendor and reference has been made to Section 20 of the Registration Act, 1908. What is the nature of interpolation and whether it is to invalidate the entirety of the transaction and even the subsequent alienation is a matter to be scrutinized. If the unauthorized overwriting offers rights to the prejudice of the vendor like in snatching away more land than intended to be sold, onus is to lie heavily in favour of protecting his original rights and in such a situation, the instrument and chain of sale deeds executed subsequently may be declared as null and void.

12.1. A distinction between void and voidable documents shall have to be borne in mind. When a vendor signed a document for the property to be one which he intended but found to be entirely different, such as, inclusion of additional plots etc., the legal doctrine of *non est factum* would apply. Unilateral correction/interpolation is normally considered fatal to a transaction. The corrections carried out in an instrument not in accordance with law strongly supports the vendor's claim. The Apex Court in **Kanwar Raj Singh (D) through LRs Vrs. Gejo (D) through LRs**

and others in Civil Appeal No.9098 of 2013 has ruled that one-sided alterations or interpolations in a sale deed without the knowledge or consent of the executing party are invalid. A Registered deed cannot be altered secretly once an execution is complete. Illegal corrections serve as strong evidence of fraud, tampering and a lack of *consensus ad idem*.

13. In the case of the appellants, the alleged transaction is of the year 2001 and the subsequent sale deeds were executed thereafter and as it is pleaded on record that the respondent did acquire knowledge about the manipulation/fraud in the year 2020. A challenge to the delay in the institution of the suit was received by the learned courts below from the side of the appellants but as earlier stated, the same stood rejected for the fact that the fraud was discovered long after execution and the limitation begins from the date of the fraud or mistake when first detected by the vendor or the aggrieved party and not from the date of registration. This Court reiterates that, the learned courts below rightly held that the limitation is to run from the date when manipulation/fraud was discovered by the respondent, who is though not a pardanashin lady and possessed of some education and was attended by her son at the time of alleged transaction. The appellants plead that respondent is not illiterate and her son examined as P.W.2 is well qualified but considering the nature of allegations and evidence on record, it is made to reveal that there has been discrepancy in the original sale deed and Ext.2 with regard to Plot

No.868. It is pleaded that the said plot was wrongly mentioned in the sale deed as Plot No.368 and correction was carried out with the knowledge of P.W.2. But as discussed before, such correction was carried out by way of an overwriting which did not receive the initial of the respondent and in terms of Section 20 of the Registration Relief Act, 1908. From the evidence received, it is also made to reveal that the respondent as P.W.1 pleaded and deposed that additional plots were included in the sale deed, sale of which was never intended. In fact, the testimony of P.W.1 receives corroboration from one of the subsequent purchasers examined as D.W.3. This Court further finds that there is no clear evidence with regard to the plots said to have been sold under Ext.K to which consideration money was paid to P.W.1. Apart from the alteration made to the plot allegedly without the consent and knowledge of P.W.1, there has been no decision by the learned courts below as to which of the plots have been alienated by respondent while concluding that two or three other plots were secretly shown to have been disposed of by way of sale. The claim of the respondent is that she intended to part with some portion of the landed property purchased under Ext.1 and it was in respect of the land situate near the LI point, which is also admitted by one of the defendants. The record reveals that appellant No.1 did not examine herself instead it was her husband and as such, she is claimed to be a lame-lender. Nevertheless, the learned courts below on being satisfied that Plot No.868 was not sold and instead Plot No.368 shown to have been disposed of under Ext.2 believed the

version of P.W.1 and held that not only the original transaction but also the subsequent deeds are to be declared void. The sale deeds are registered documents and hence, law initially presumes it to be genuine and the burden of proof is heavily on the vendor to establish fraud or lack of intention to serve specific fraud and the illegality of the subsequent corrections through cogent evidence. In the case of the respondent, the intention is revealed from the evidence received even admitted by one of the subsequent purchasers only to dispose of the land near the LI Point and there has also been clear overwriting or alteration of a particular plot in the sale deed which was found absent in Ext.2. If there was an innocent error or wrong in respect of a plot in the sale deed with necessary correction carried out, it should receive the concurrence of the vendor or the aggrieved party and shall have to be accomplished according to law, But herein, it is not established that such correction to a plot in the sale deed was with the consent P.W.1, who outrightly denied the same and also P.W.2.

14. Carrying out correction or modification in a registered sale deed without following due legal process is illegal. An unauthorized alteration can render the entire document unenforceable. But when the transaction is not entirely ruled out meaning thereby that there was genuine intention to sell some plots but not the disputed ones, in the considered view of the Court, principle of severability may be invoked, whereby, while exercising powers under Section 31 of the Specific Relief Act, 1963, a part of the sale deed may be

cancelled while leaving the undisputed portion of the sale intact and at times, subsequent vendors, who are buyers without knowing of the mischief of the original vendor face significant risk, as a person cannot transfer a better title than possessed of, acquired the properties in good faith, paid the full market price and have no knowledge or notice of the fraud or the original vendors' claim and they can plead protection as bonefide purchasers and on being successful, a Court while protecting such rights may direct the original vendor to seek financial damages from the fraudulent first buyer instead of recovery of the land illegally alienated. If the title is entirely void and the subsequent vendees lose the property either entirely or partially, a sale deed may be declared void. Where it is not in denial that there was no any transaction or the alienation is not ruled out at all, the Courts may declare partial validity when the transaction is not entirely ruled out. In such a case, the Courts do not have to throw out the whole deed. The said aspect has not been looked into by the learned courts below while unanimously reaching at a conclusion that the suit is maintainable and that correction in respect of Plot No.868 in the original sale deed was unilateral perhaps may be for the reason that the subsequent buyers are none other than the brothers of defendant No.1 and one of them was directly dealing with the respondent and was primarily instrumental in the execution of the sale deed i.e.Ext.2, hence, are no outsiders. This Court is of the same view that suit is in time since the respondent claimed knowledge about the manipulation/fraud in 2020 and instituted it within three years in terms of

Article 59 of the Limitation Act and that the correction/manipulation was clear and evident to the naked eye and such overwriting was carried out not in accordance with law. Furthermore, it not discernible from the record that any independent defence was taken by defendant Nos.2 in particular, to claim innocence and ignorance about the alleged wrong/mischief in the transaction of 2001 and hence, there is no decision in that regard and therefore, this Court is inclined to hold that partial validity or otherwise when the alleged transaction is not entirely ruled out could not be considered and therefore, it cannot be concluded either that such an aspect of the matter had escaped attention of the learned courts below. Having said that, the inevitable conclusion would be that there lies no ground or any justification for this Court to intervene and take a different view than the one expressed by the leaned courts below.

15. As a consequence, for the reasons discussed hereinabove, the substantial questions of law formulated by this Court stand answered against the appellants.

16. In the result, the appeal stands dismissed.

(R.K. Pattanaik)
Judge

Alok/Tudu

Signature Not Verified
Digitally Signed
Signed by: THAKURDAS TUDU
Reason: Authentication
Location: OHC,CTC
Date: 03-Nov-2026 19:00:07