

IN THE SUPREME COURT OF INDIA  
CIVIL APPELLATE JURISDICTION  
CIVIL APPEAL NO. 4905 - 08 OF 2011

IN THE MATTER OF:

NIRMOHI AKHARA

... APPELLANT(S)

VERSUS

RAJENDRA SINGH & ORS.

... RESPONDENT(S)

---

**VOLUME-2**

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**EXHIBITS AND RELEVANT**  
**DOCUMENTS FILED BY THE**  
**APPELLANT-DEFENDANT No-3**  
**NIRMOHI AKHARA IN ORIGINAL**  
**SUIT No. 4 OF 1989.**

ADVOCATE FOR THE APPELLANT:  
MRS. PRATIBHA KAIN

IN THE SUPREME COURT OF INDIA  
CIVIL APPELLATE JURISDICTION  
CIVIL APPEAL NO. 4905 - 08 OF 2011

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**4 OF 1989**

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**ADVOCATES FOR THE APPELLANT. MRS. PRATIBHA JAIN**

Annexure A-1

## ANNEXURE-P1

2/1/55  
Varendra Bahadur

Copy of preliminary order dated 29th December, 1949 passed by Markandeya Singh Magistrate Ist. Class and Additional City Magistrate, Faizabad-cum-Ayodhya Distt. Faizabad, postponed on 30-7-53

State Versus Jahanbano Babri Masjid.

Whereas I, Markandeya Singh Magistrate First Class and Additional City Magistrate Faizabad-cum-Ayodhya on fully satisfied from information received from Police sources and from other credible sources that a dispute between Hindus and Muslims in Ayodhya over the question of rights of proprietorship and ~~ownership~~ worship in the building claimed variously as Babri Masjid and Janama Bhooni Mandir in the Mohalla Ram Kot within the local limits of my jurisdiction is likely to lead to a breach of the peace,

I hereby direct the parties described below namely:-

1) Muslims who are bonafide residents of Ayodhya or who claim rights of proprietorship or worship in the property in dispute; ~~to appear before me on 17th day of January at 11 A.M. at Ayodhya Police Station in person or by pleader and put in written statements of their respective claims with regard to the fact of actual possession of the subject of dispute.~~  
To appear before me on 17th day of January at 11 A.M. at Ayodhya Police Station in person or by pleader and put in written statements of their respective claims with regard to the fact of actual possession of the subject of dispute.

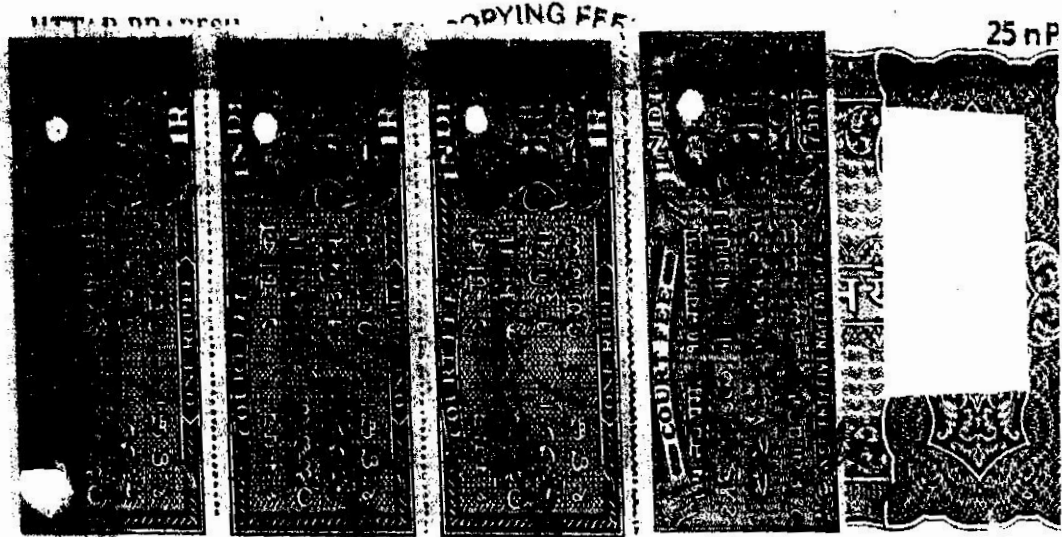
and the case being one of the emergency I hereby attach the said buildings pending decision.

The attachment <sup>shall</sup> be carried out immediately by Station Officer Ayodhya police station who shall then put the attached properties in the charge of Shri Priya Dutt Ram, Chairman Municipal Board, Faizabad-cum-Ayodhya who shall thereafter be the receiver thereof and shall arrange for the care of the property in dispute.

The receiver shall submit for approval a scheme for management of the property in dispute during attachment, and the cost of management shall be defrayed by the parties to this dispute in such proportions as may be fixed from time to time.

This order shall, in the absence of information regarding the actual names and addresses of the parties to dispute be ~~to be~~

2



केवल नक़ल की फीस के लिए

| Date on which application is made for copy accompanied by the requisite stamps | Date of posting notice on notice board           | Date of deliver   |
|--------------------------------------------------------------------------------|--------------------------------------------------|-------------------|
| आवश्यक स्टाम्प सहित प्रार्थना पत्र देने की तारीख                               | नोटिस बोर्ड पर नक़ल तैयार होने की सूचना की तारीख | नक़ल वापि जाने की |
| 11/1/65<br>Jan. one 1965                                                       | 12/2/65<br>Feb. Two 1965                         | 20/2/65           |

by publication in :-

1. The English Daily "The Leader" Allahabad;
2. The Urdu Weekly "Akhtar" Faizabad.
3. The Hindi Weekly "Virakta" Ayodhya.

Copies of this order shall also be affixed to the walls of the buildings in dispute and to the notice board at Ayodhya Police Station.

Given under my hand and the seal of the court on this the twenty ninth day of December, 1949 at Ayodhya.

Sd. Markandeya Singh  
Magistrate Ist. Class and  
Additional City Magistrate,  
Faizabad-cum-Ayodhya.

Ayodhya:-  
The 29th December, 1949.

Typed by  
Compared by  
Words about 335

20/2/65

**ANNEXURE-P2**

Virendra Bahadur:

1. Copy of preliminary order dated 29<sup>th</sup> December, 1949 passed by Markandeya Singh Magistrate Ist Class and Additional city Magistrate, Faizabad-cum-Ajodhya Distt. Faizabad postponed on 30-7- 53

State Versus Janmbhoomi Babri Masjid

Whereas I, Markandeya Singh Magistrate First Class and Addl. City Magistrate Faizabad-cum-Ajodhya on fully satisfied fro information receive d from Police sources and from other credible sources that a dispute between Hindus and Muslims in Ayodhya ver the question of rights of proprietorship and worship in the building claimed variousy as Babri Masjid and Jaama Bhoomi Mandir in the Mohalla Ram Kot within the local limits of my jurisdiction is likely to lead to a breac h of the peace,

I hereby direct the parties described below namely:-

- 1) Muslims who are bonafide residents of Ayodhya or who claim rights of proprietorship or worship in the property in disute.

19

2) To appear before me on 17<sup>th</sup> day of January at 11 A.M. at Ayodhya Police Station in person or by pleader and put in written statements of their respective claims with regard to the fact of actual possession of the subject of dispute. And the case being one of the emergency I hereby attach the said buildings pending decision.

The attachment shall be carried out immediately by Station Officer Ayodhya police station who shall then put the attached properties in the charge of Shri Priya Dutta Ram Chairman Municipal Board Faizabd -cum- Ayodhya who shall thereafter be the receiver thereof and shall arrange for the care of the property in dispute.

The receiver shall submit for approval a scheme for management of the property in dispute during attachment, and the cost of the management shall be defrayed by the parties to this dispute in such proportions as may be fixed from time to time.

This order shall, in the absence of information regarding the actual names and addresses of the parties to dispute to be served by publication in:

1. The English Daily "The Leader" Allahabad
2. The Urdu Weekly "Akhtar" Faizabad
3. The Hindi Weekly "Virakta" Ayodhya.

Copies of this order shall also be affixed to the walls of the buildings in dispute and to the notice board at Ayodhya Police Station.

Given under my hand and the seal of the court on this the twenty ninth day of December, 1949 at Ayodhya.

Sd/-

Markandaya Singh

Magistrate Ist. Class and

Additional

City Magistrate,

Faizabad-cum-Ayodhya

Ayodhya:

The 29<sup>th</sup> December, 1949



Annexure A-3

## ANNEXURE-P3

13

17/1/65

Virendra Bahadur

Copy of stay order dated 30.7.53 passed by Sri Ram Shyam  
City Magistrate, Magistrate Ist. Class Faizabad in case no. 145 Cr.P.C. u/s 145 Cr.P.C.S. Ajothya District Faizabad.

State Vs. Janna Bhoomi and Babari Masjid.

State Vs. Janna Bhoomi and Babri mosque  
Under Section 145 Cr.P.C.

### Order.

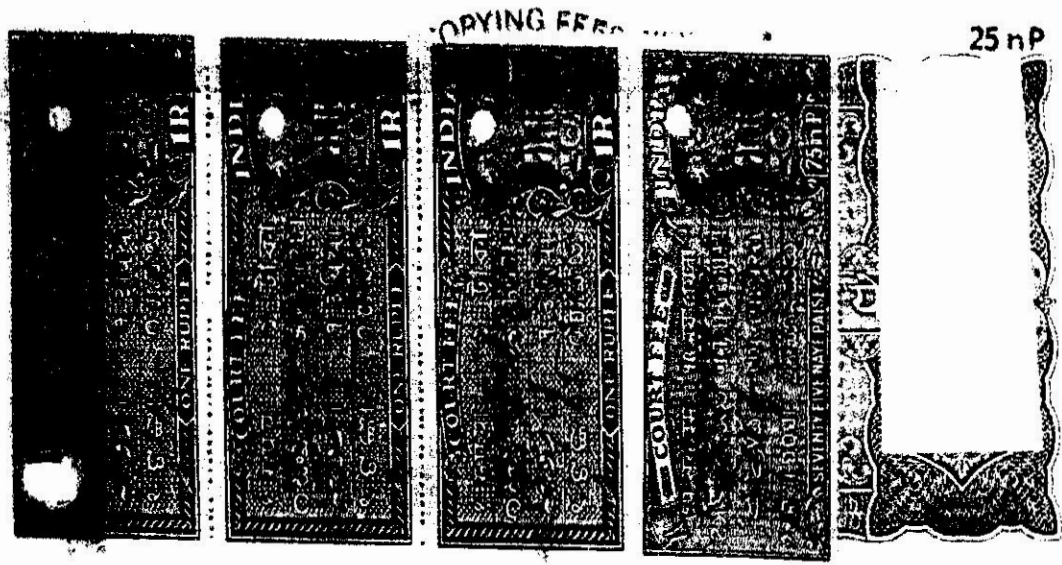
This is a case under section 145 Cr.P.C. in which Sri Markandey Singh, Magistrate Ist. Class and Additional City Magistrate, Faizabad -cum-Ayodhya on 29th December, 1949 passed an order for attachment of the building claimed as Babri mosque/Janna Bhoomi Mandir and handed over possession of the same to Sri Priya Dat Ram, Chairman, Municipal Board, Faizabad-cum-Ayodhya as receiver for arranging for the care of the property in dispute. Sri Priya Dat Ram on January 5, 1950 assumed charge of the premises in dispute in Janna Bhoomi Ayodhya.

An application for transfer of this case was moved in the High Court of Judicature at Allahabad by Anisur Rahman son of Molvi Naziruddin, but it was rejected on 30.5.50 by the Hon'ble High Court.

A regular suit no.2 of 1950 was filed in the Civil Court by Sri Gopal Singh Visharad against Bahoor Ahmad and others and the U.P.State, Deputy Commissioner, Faizabad, City Magistrate Faizabad and Superintendent of Police, Faizabad are also parties to that suit. A temporary injunction as follows was issued on 3.3.51 by the learned Civil Judge, Faizabad:-

"The parties are hereby restrained by means of temporary injunction to refrain from removing the idols in question from the site in dispute and from interfering with Puja etc. as at present carried on. The order dated 16.1.50 stands modified accordingly."

7



425/425  
केवल नकल की फीस के लिए

| Date on which application is made for copy accompanied by the requisite stamps. | Date of posting notice on notice board.         | Date of delivery of copy.   | Signature of official delivering copy.   |
|---------------------------------------------------------------------------------|-------------------------------------------------|-----------------------------|------------------------------------------|
| आवश्यक स्टाम्प सहित प्रार्थना पत्र देने की तारीख                                | नोटिस बोर्ड पर नकल तैयार होने की सूचना की तारीख | नकल वापिस दिए जाने की तारीख | नकल वापिस देने वाले अधिकारी का हस्ताक्षर |
| 1/1/65<br>Jan. one 1965                                                         | 12/1/65<br>John Tindal 1965                     | 20/2/65                     | 20/2/65                                  |

This case u/s 145 has been lingering on unnecessarily and dates are being fixed in the hope that the civil suit might be disposed of or the temporary injunction vacated.

The disputed property i.e. Babri mosque/Jamaabharal premises are already in possession of the receiver Sri Priya Dat Ram appointed by the Additional City Magistrate under his order dated 29th December, 1949 referred to above and the said receiver has been looking after the property since 5.1.1950, the date of assuming charge. As the finding of the Civil Court will be binding on the criminal court it is no use starting proceedings in this case under sec. 145 Cr.P.C. and recording evidence specially when a temporary injunction stands, as it cannot be said what may be the finding of this court after recording the evidence of parties. From the administrative point of view the property is already under attachment and no breach of

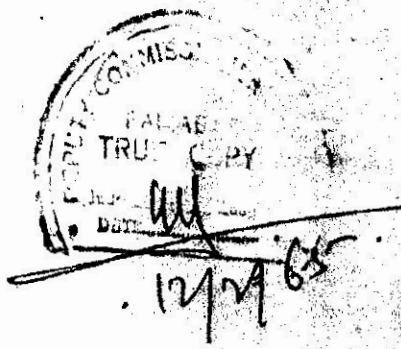
(1)

of peace can occur.

I therefore order that the file u/s. 145 Cr.P.C. be consigned to records as it is and will be taken out for proceeding further when the temporary injunction is vacated.

Sd. Prem Shanker  
City Magistrate,  
Magistrate Ist. Class  
Patna 30.7.53

Typed by *Rehman*  
Compared by *K.P.*  
Words about. 325



[www.vadaprativada.in](http://www.vadaprativada.in)



*Done*  
*20.2.65*

Exht - A/2  
H.S. No 12/61  
Samer Central Board  
Gopal Singh  
*20/7/53*

(12)

13  
11/1/65  
Vineeta B. Shukla

23/4/71

अतिरिक्त विवरण दिनांक ५-१-५० जमाखाने की गणना  
की गई है जो कि जमाखाने की गणना १२/१२/५० तक की गई है  
जिसका अंशोत्तर जिला-जमाखाने के अधिकारी को दिनांक ३०-१-५२  
तक भेजा गया है जमाखाने के अधिकारी के नाम पर

## Inventory

१. मूर्ती का कुल :- (अ) श्रीगणेशजी की दो मूर्ती एक नई और एक पुरानी  
(ब) श्री लक्ष्मीजी की दो मूर्ती।

२. सिंघासन पर दो पीर कुचा - एक।

३. मूर्ती हनुमान जी की - एक।

४. (अ) गिरीश जमन सिलवा का एक।

(ब) " चोरी का छोटा एक।

(ग) " " बड़ा एक।

५. गरुड़ पंखों - एक।

६. लक्ष्मीजी - एक।

७. श्रीगणेशजी - एक।

८. शिवजी - एक।

९. दुर्गा व चन्द्रन - एक।

१०. पीर वड़ी (मजबूती की) - दो।

११. जमना - ४।

१२. पीर वड़ी नखरजी (छोटी) - एक।

१३. " (मजबूती की) - एक।

१४. भगवान के आभूषण :-

दो गोरी शमलजी एक हनुमानजी की दो गोरी शमलजी के वस्त्र आभूषण।

१५. इमारत की मजबूती इमारत में सड़ने के लिये चढ़ा दी गयी जिसकी चोरी

नीचे लिखी है

ऊपर :- हाता छोटी अंगन और (नमोटी) आभूषण (मजबूती)

दोहर :- आराजी गलीन प्रिक्रमा

पूर्व :- चक्रवर्ती भग्नी शमलजी की मजबूती (मजबूती)

निम्न :- अंगन व सड़ने के लिये (मजबूती)

मजबूती :- प्रिक्रमा

Exht-A/3

R.S.No.12/61

Saron Control Room

Gopal Singh

M. S. Judge

27/1/52



2-1-75 Jan 12 केवल नक़ल की फीस के लिए

| Date on which application is made for copy accompanied by the requisite stamps. | Date of posting notice on notice board.          | Date of delivery of copy.    | Signature of official delivering copy.    |
|---------------------------------------------------------------------------------|--------------------------------------------------|------------------------------|-------------------------------------------|
| आवश्यक स्टाम्प सहित प्रार्थना पत्र देने की तारीख                                | नोटिस बोर्ड पर नक़ल तैयार होने की सूचना की तारीख | नक़ल वापिस दिए जाने की तारीख | नक़ल वापिस देने वाले अधिकारी का हस्ताक्षर |
| 11/1/65<br>Jan. one 1965                                                        | 12/1/65<br>Feb. Twelve 1965                      | 26/1/65                      | 22/1/65                                   |



16. छोटा पीतल का गिलास — एक।
17. चन्दन की फूल की कटोरी — एक।
18. पंचपात्र तथा झाली पातल — एक।
19. लाल रंग पीतल की छोटी — एक।
20. छोटा पट्टा लकड़ी का — एक।

हस्ताक्षर उपरोक्त सूची के जो चीजों के मन्त्र उपस्थित हैं।

Assumed charge this day the 5th of January 1950 at 11 am.  
The above inventory has been found correct after verification.

Witnesses -  
Sh. E. Lal  
Vakil  
S.I. 50  
G. N. Mun  
S.I. 50  
Tulsi Ram Vani  
S.I. 50

Sh. Priya Lal Ram  
Receiver  
5/1/50

12/1/65

12/1/65

Annexure A-5  
||

## ANNEXURE-P5

Certified copy of the inventory of the items in  
case No. 103-15-11-11/2-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1230-1231-1232-1233-1234-1235-1236-1237-1238-1239-1240-1241-1242-1243-1244-1245-1246-1247-1248-1249-1250-1251-1252-1253-1254-1255-1256-1257-1258-1259-1260-1261-1262-1263-1264-1265-1266-1267-1268-1269-1270-1271-1272-1273-1274-1275-1276-1277-1278-1279-1280-1281-1282-1283-1284-1285-1286-1287-1288-1289-1290-1291-1292-1293-1294-1295-1296-1297-1298-1299-1300-1301-1302-1303-1304-1305-1306-1307-1308-1309-1310-1311-1312-1313-1314-1315-1316-1317-1318-1319-1320-1321-1322-1323-1324-1325-1326-1327-1328-1329-1330-1331-1332-1333-1334-1335-1336-1337-1338-1339-1340-1341-1342-1343-1344-1345-1346-1347-1348-1349-1350-1351-1352-1353-1354-1355-1356-1357-1358-1359-1360-1361-1362-1363-1364-1365-1366-1367-1368-1369-1370-1371-1372-1373-1374-1375-1376-1377-1378-1379-1380-1381-1382-1383-1384-1385-1386-1387-1388-1389-1390-1391-1392-1393-1394-1395-1396-1397-1398-1399-1400-1401-1402-1403-1404-1405-1406-1407-1408-1409-1410-1411-1412-1413-1414-1415-1416-1417-1418-1419-1420-1421-1422-1423-1424-1425-1426-1427-1428-1429-1430-1431-1432-1433-1434-1435-1436-1437-1438-1439-1440-1441-1442-1443-1444-1445-1446-1447-1448-1449-1450-1451-1452-1453-1454-1455-1456-1457-1458-1459-1460-1461-1462-1463-1464-1465-1466-1467-1468-1469-1470-1471-1472-1473-1474-1475-1476-1477-1478-1479-1480-1481-1482-1483-1484-1485-1486-1487-1488-1489-1490-1491-1492-1493-1494-1495-1496-1497-1498-1499-1500-1501-1502-1503-1504-1505-1506-1507-1508-1509-1510-1511-1512-1513-1514-1515-1516-1517-1518-1519-1520-1521-1522-1523-1524-1525-1526-1527-1528-1529-1530-1531-1532-1533-1534-1535-1536-1537-1538-1539-1540-1541-1542-1543-1544-1545-1546-1547-1548-1549-1550-1551-1552-1553-1554-1555-1556-1557-1558-1559-1560-1561-1562-1563-1564-1565-1566-1567-1568-1569-1570-1571-1572-1573-1574-1575-1576-1577-1578-1579-1580-1581-1582-1583-1584-1585-1586-1587-1588-1589-1590-1591-1592-1593-1594-1595-1596-1597-1598-1599-1600-1601-1602-1603-1604-1605-1606-1607-1608-1609-1610-1611-1612-1613-1614-1615-1616-1617-1618-1619-1620-1621-1622-1623-1624-1625-1626-1627-1628-1629-1630-1631-1632-1633-1634-1635-1636-1637-1638-1639-1640-1641-1642-1643-1644-1645-1646-1647-1648-1649-1650-1651-1652-1653-1654-1655-1656-1657-1658-1659-1660-1661-1662-1663-1664-1665-1666-1667-1668-1669-1670-1671-1672-1673-1674-1675-1676-1677-1678-1679-1680-1681-1682-1683-1684-1685-1686-1687-1688-1689-1690-1691-1692-1693-1694-1695-1696-1697-1698-1699-1700-1701-1702-1703-1704-1705-1706-1707-1708-1709-1710-1711-1712-1713-1714-1715-1716-1717-1718-1719-1720-1721-1722-1723-1724-1725-1726-1727-1728-1729-1730-1731-1732-1733-1734-1735-1736-1737-1738-1739-1740-1741-1742-1743-1744-1745-1746-1747-1748-1749-1750-1751-1752-1753-1754-1755-1756-1757-1758-1759-1760-1761-1762-1763-1764-1765-1766-1767-1768-1769-1770-1771-1772-1773-1774-1775-1776-1777-1778-1779-1780-1781-1782-1783-1784-1785-1786-1787-1788-1789-1790-1791-1792-1793-1794-1795-1796-1797-1798-1799-1800-1801-1802-1803-1804-1805-1806-1807-1808-1809-1810-1811-1812-1813-1814-1815-1816-1817-1818-1819-1820-1821-1822-1823-1824-1825-1826-1827-1828-1829-1830-1831-1832-1833-1834-1835-1836-1837-1838-1839-1840-1841-1842-1843-1844-1845-1846-1847-1848-1849-1850-1851-1852-1853-1854-1855-1856-1857-1858-1859-1860-1861-1862-1863-1864-1865-1866-1867-1868-1869-1870-1871-1872-1873-1874-1875-1876-1877-1878-1879-1880-1881-1882-1883-1884-1885-1886-1887-1888-1889-1890-1891-1892-1893-1894-1895-1896-1897-1898-1899-1900-1901-1902-1903-1904-1905-1906-1907-1908-1909-1910-1911-1912-1913-1914-1915-1916-1917-1918-1919-1920-1921-1922-1923-1924-1925-1926-1927-1928-1929-1930-1931-1932-1933-1934-1935-1936-1937-1938-1939-1940-1941-1942-1943-1944-1945-1946-1947-1948-1949-1950-1951-1952-1953-1954-1955-1956-1957-1958-1959-1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676

11. Small Vase
12. Photo of Lal Ji one.
13. Jewellers of bhagwan  
Two cap of Lal Ji and one cap of  
Hanuman Ji and cloths and other  
jewellers.
14. Photo of Lal Chandre Ji one.
15. ~~Thyru~~<sup>Thyru</sup> building along with (Ram Jannu Bhumi)  
appartments and with boundaries wall  
as bounce below:-

North: East: Chaudhri Bhai and Mirmohi

South: East: Parti and Parikarma

East: Chaudhri temple near Janki in  
possession of Mirmohi Akhara  
with sahan of Temple.

West: Parikarma

16. Brass glass one
17. Katri of chandan, phool 5 pieces.
18. Pauch patthar plate of brass one
19. One like brass plate

..../3

13

- 3 -

(2)

20. With the word 'I am'.

Signature of person who were present at  
the time of change:-

Assumed charge this day the 5th January  
1951 at 10.15, have inventory was 1 and  
also 11.15. 11.15. 11.15.

SC/- Iniyadottu Ram.

Witness

SC/- Iniyadottu Ram.

5.1.50

[www.vadaprativada.in](http://www.vadaprativada.in)

[www.vadaprativada.in](http://www.vadaprativada.in)



Annexure A-6  
14

$$\frac{43.31}{2}$$

In the court of the Additional Civil Judge, Hyderabad.

copy of order on the compromise filed by the parties

passed by Mr. Hari Chohan Nayal, additional Civil Judge

Fyzabad in regular suit no. 95 of 1941).

Decided on on 4.6.1942.

Shri Mahanta Nam Charan Das chela of Shri Mahanta Nandan

Das of Kirmohi Azhara Monalia Sanghat City Ajodhia.

relativi.

**Versus.**

1. Raghunath Das onela of Bharam Das of the above place.
2. Mahant Hari Das onela of Baba Govind Das. of Jamnagar  
Katariya city Ahmedabad.
3. Raghunath Das onela of Mangal Das. of Chhachhi Kach  
City Lucknow.
4. Mahant Baldeo Das onela of Mahant Lohan Das. of  
Naka Musafra, city Fyzabad.
5. Sukram Das onela of Jagdeo Das. of Jamalpur Katariya  
city Ahmedabad.
6. Naga Ram Chaman Das onela of Baba firbeni Das of  
Jamalpur Katariya, city Ahmedabad.
7. Ram Lakhan Das onela of Baba Padarnath Das. of Nirmal  
Akhar Moh. Mangat city Ajodhia Distt. Fyzabad.
8. Baba Sarain Das onela of Manohar Das. of Astbil  
Das Moh. Chni. Pi. Tola City Bang Barasli.

**Defendants:**

Claim for declaration:-

Or a or.

The bill is required in terms of the compromise.

Let a decree be prepared in terms of the compromise.

Order 23, r. 3, C.P.C.

Sd. Har Charan Dayal.

Additional Civil Judge.

4.6.1946.

Copied by .- Long. shaft

Compd by :

SECRET AND SECURITY - VERY SENSITIVE

**1994**

15  
**ANNEXURE-P7**

ANNEXURE - A-7

IN THE COURT OF THE ADDITIONAL CIVIL JUDGE, HYZABAD  
Duplicate copy of order on the compromise filed  
by the parties, passed by Mr. Har Charan Dayal,  
Additional Civil Judge, Hyzabad in Regular  
Suit No.95 of 1941.

Decided on 4.6.1942

Shri Mahant Ram Charan Das Chela of Shri Ashantha  
Naurai Das of Nimochi Khara Mohalla Ramghat  
City Ajudhia.

Plaintiff

Versus

1. Raghunath Das Chela of Charan Das of the  
above place.
2. Mahant Ram Das chela of Baba Govind Das of  
Jamalpur Katariya city Ahmedabad.
3. Raghunath Das chela of Mangal Das of Chhachhi  
Kuan City Lucknow.
4. Mahant Baldeo Das chela of Mahant Mohan Das,  
of Naka Muzafra, city Hyzabad.
5. Sukhran Das chela of Jagdeo Das, of Jamalpur  
Katariya City Ahmedabad.
6. Naga Ram Charan Das chela of Baba Tirbeni Das  
of Jamalpur Katariya city Ahmedabad.
7. Ram Lakhan Das Chela of Ram Padarnath Das of

.../-

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-: 2 :-

Nirmohi Asharam Moh. Runght city Ajudhia  
Distt. Fyzabad.

8. Baba Narain Das chela of Manohar Das of  
Asthil Talsi 196 Moh. Chha. Pl. Tola city Sans  
Baraeli.

Defendants

Claim for declaration:-

Order

The suit is decided in terms of the  
compromise. Let a decree be prepared in terms  
of the compromise. Order 23, R.3, C.P.C.

sd/- Har Charan Dayal  
Additional Civil Judge

4.6.1942

(33) Copy of decree in original suit  
Regular suit No. 95 of 1941.

In the Court of the additional Civil judge  
Fyzabad.

Sri Mahanth Ram Charan Das Chela Sri  
Mahanth Nan rollam Das resident of Nirmohi  
Akchara Mohalla Ramghat city Ajodhia  
Distt. Fyzabad plaintiff.

versus

1. Raghu Nath Das Chela Dharam Das residing  
at present Nirmohi Akchara Mohalla Ramghat  
city Ajodhia Distt. Fyzabad.

2. Mahanth Hari Das Chela Baba Gobind  
Das resident of mohalla Jamalpur Katarya  
Sacheli city Ahmadabad.

3. Mahanth Raghu Nath Das Chela Mangal  
Das resident of Mohalla Jamalpur Katarya  
Sacheli city Ahmadabad.

4. Mahanth Baldev Das Chela Mangal  
Das resident of Mohalla Jamalpur Katarya  
Sacheli city Ahmadabad.

5. Sukhram Das Chela Mangal Das resident of  
Mohalla Jamalpur Katarya Sacheli city Ahmadabad.

6. Naga Ram Charan Das Chela Baba Tirbani Das of  
Jamalpur Katarya Sacheli city Ahmadabad.

7. Ram Lakhan Das Chela Ram podarath Das  
residing at present Nirmohi Akchara Mohalla Ramghat  
city Ajodhia Distt. Fyzabad.

[www.vadaprativada.in](http://www.vadaprativada.in)



[www.vadaprativada.in](http://www.vadaprativada.in)

[www.vadaprativada.in](http://www.vadaprativada.in)

(Words about 2000)

Copy of decree in Original suit

Regular suit No.95 of 1941.

In the Court of the Additional Civil Judge, Fyzabad

Sri Mahanth Ram Charan Das Chela Sri Mahanth  
Naurottam Das resident of Nirmohi Akhara Mohalla  
Ram Ghat city Ajodhia Distt.Fyzabad Plaintiff.

Versus

1. Raghunath Das chela of Dharam Das of the above place.
2. Mahanth Hari Das chela of Baba Govind Das of Jamalpur Katariya city Ahmedabad.
3. Raghunath Das chela of Mangal Das of Chhachhi Kuan City Lucknow.
4. Mahanth Baldeo Das chela of Kahanth Mohan Das of Naku Muzafra, city Fyzabad.
5. Sukhram Das chela of Jagdeo Das of Jamalpur Katariya city Ahmadabad.
6. Naga Ram Charan Das chela of Baba Tirbeni Das of Jamalpur Katariya, city Ahmadabad.



7. Ram Lakhan Das chela of Ram Paicarath Das of  
Nirmohi Akhara Mohamghat city Ajodhia Distt.Fyzabad.

8. Baba Narain Das chela of Manohar Das of Asthil Das  
Moh.Chhi.Fi.Tola City Banebaraoli.

9. Mahanth Sita Ram Das chela Naurottam Das of  
Mohalla Ram Ghat city Ajodhia Distt.Fyzabad

Defendants.

Claim for (a) A decree to their effect be passed in  
favour of the plaintiff against the defdts that the  
plaintiff is still Mahanth of Nirmohi Akhara situated in  
Mohalla Ram Ghat city Ajodhia and is in possession of  
the property concerning the Akhara mentioned above  
shown in list (C) attached herewith and defendants  
have nothing to with Nirmohi Akhara or any property in  
suit.

(b) A decree for possession with the property  
mentioned in lists A & B attached herewith be passed  
in favour of the plaintiff Mohalla Nirmohi Akhara  
Mohalla Ram Ghat city Ajodhia be passed in favour of  
the plaintiff against defendants.

(c) A decree for mesne profits for the period  
mentioned in list A of the suit & future till the delivery

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of possession be passed (d). If any of their property except the property in suit as found in the bonds of defdts a decree possession with costs of the suit be paid in favour of plff. Valuation of the suit

Rs.2273818/-. This suit is coming on this day for final disposal before Shri Harchanran Dayal, Additonal Civil Judge, Fyzabad. In the presence of the plaintiff and of the defendant, it is ordered and decreed that the suit is decreed and decided in the terms of the compromise attached herewith Order 23, R.3 C.P.C.

Given under my hand and the seal of the Court this 4<sup>th</sup> day of June, 1942.

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Cost of Suit

Plaintiff

Defendant

1. Stamp for plaintiff Rs.132-8-00 stamp for process

Rs.1-8 anna

2. Stamp for process Rs.1-8 annas

3. a) Stamp for prohibits Rs.21-4

3.b) Stamp for petition Rs.3-00

4. Pleaders fee certificate Rs.50

5. Compensation fee Rs.50

6. Service of process Rs.5-8

Total Rs.213-12

Harcharan Dayal

Additional Civil Judge

Fyzabad

6.7.1942

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In the court of the additional civil judge Fyzabad

Regular suit No. 95 of 1941

Annexure A-11

Shri Mahanth Ram Charan Das.....plaintiff

Versues

Raghu

Rang Nath Das and others.....defendants

Terms of compromise

मुकदमा मुन्दरजा उनवान में बाहम फरीकैन मसालेहत हो गयी है लेहाजा बमोजिब सुलाहनामा हाजा मुकदमा हाजा का फैसला फरमाया जावे और दावा मुद्ई ताबे शरायत सुलाहनामा हाजा खारिज फरमाया जावे।

दफा 1 -- यह कि महन्त रघुनाथ दास मुद्दाअलय नम्बर 1 महन्त जायज व अखाड़ा निरमोही वाकै मुहल्ला रामघाट शहर अयोध्या व महन्त मन्दिर जनम भूमि व इक्षा भवन वाकै मुहल्ला रामकोट शहर अजोध्या के मस जुमला जायेदाद मुतदाविया व जायेदाद मुतअल्लिका अखाड़ा व मन्दिर हाय मजकूर के हैं और रहेंगे मुद्ई को महन्ती अखाड़ा व मन्दिर हाय मजकूर या महन्ती जायेदाद मुतादाविया या दीगर जायेदाद मुतअल्लिका अखाड़ा व मन्दिर हाय मजकूर से ताबे शरायत दफा 4 सुलहनामा हाजा कोई हक व सरोकार या ताल्लुक न होगा और बमोजिब व ताबे शरायत सुलहनामा हाजा दावा मुद्ई खारिज फरमाया जावे।

दफा 2 -- यह कि कुल जायेदाद मुतजकूर दफा मा सबक जायेदाद वक्फ अखाड़ा निरमोही वाकै मुहल्ला रामघाट शहर अयोध्या मुतसखिर होगी। और उसका दाखिल खारिज कागजात सरकारी में बहक महन्त वक्फ अखाड़ा मजकूर हुआ करेगा चूंकि मुद्दाअलय नम्बर 1 महन्त रघुनाथ दास मौजूदा महन्त अखाड़ा निरमोही मजकूर के हैं लेहाजा जुमला जायेदाद व मुन्दरजा फेहरिस्त जीम अर्जी दावा का या जिस जायेदाद मुतअल्लिका अखाड़ा मजकूर का दाखिल खारिज अभी तक बहक मुद्दाअलय नम्बर 1 नहीं हुआ है और कागजात में बाबत उस जायेदाद के नाम न मुद्ई का या किसी और का दर्ज है दाखिल खारिज बहसियत महन्त व सरबराह कार बहक महन्त रघुनाथ दास मुद्दाअलय नम्बर 1 का होगा



मुद्दई को उसमें कोई उज्र न होगा। वाजेह रहे कि जुमला जायेदाद मुन्दरजा फेहरिस्त जीम अर्जी दावा इस वक्त बहुकम अदालत फौजदारी कुर्क है और बसुपुर्दगी रिसीवर मुकर्रर कर्दा अदालत मजकूर है अब बर बिनाये सुलहनामा हाजा व इस्तहेकाक महन्ती खुद महन्त रघुनाथ दास मुददालय नम्बर 1 को अख्तियार होगा कि मुददालय नम्बर 1 जायेदाद मुन्दरजा फेहरिस्त जीम नम्बर 1 लगायत 4 पर यानी 14 आना गिनजुमला 16 आना मोहाल जानकी साहू मौजा जाफरपुर हकियत आला व 16 आना मोहाल अन्दरून मौजा अरमानपुर हकियत आला व 16 आना मौजा ऐतमादपुर हकियत मुतफरिका व 10 पाई पट्टी नवरोत्तमदास मौजा ऐतमादपुर हकियत आला पर कब्जा वाकई हासिल कर लें और जायदाद नम्बरी 5,6,7 फेहरिस्त जीम अर्जी दावा पर व (अपठनीय) 16 आना महालात अता हुसैन व फिदा हुसैन व 9 आना 11 पाई कसीर जायद मोहाल मेंहदी हुसैन मौजा नकरोजा पर (अपठनीय) कब्जा मालिकाना बहैसियत मालिक आला मुददालय नम्बर 1 हासिल कर ले और जो कुछ रूपया रिसीवर साहब ने बसिलसिला कुर्की जुमला जायेदाद मुन्दरजा फेहरिस्त जीम अर्जी दावा से वसूल किया है या वसूल करें वह सब मुददालय नम्बर 1 रिसीवर साहब से लेने या वसूल करने के मजाज व मुस्तहक होंगे। यह कि रामचरन दास (मुद्दई) ने जो दस्तबरदारी रजिस्ट्री शुदा तारीख 20 अगस्त सन् 1940 ई0 बहक मुददालय नम्बर 1 व दीगर पनचान तहरीर की है उसका मजमून बिल्कुल सही है और उसकी पाबन्दी मुद्दई पर ब हमा वजूह है व रहेगी।

दफा 4 — यह कि रामचरन दास (मुद्दई) की जाये सुकूनत के बारे में यह तय हुआ है कि वह (रामचरन दास) ताहयात खुद निरमोही अखाड़ा वाकै रामघाट की इमारत में बुर्जा वाली कोठरी में जो बजानिब पच्छिम दूसरी मंजिल पर है रहेंगे मगर उनको उसे न किराये पर देने का न मुत्तकिल करने का अख्तियार होगा जब तक कि रामचरन दास अखाड़ा निरमोही में मुकीम रहेंगे उनको अखाड़ा से खाना कपड़ा महन्त वक्त जैसे और अखाड़ा के तमाम हर कोई को देते हैं देते रहेंगे अलावा उसके

ताहयात खुद रामचरन दास (मुद्दई) बिला लिहाज शर्त बूद व बाश अन्दर अखाड़ा  
निरमोही मौजा नकरौजा महालात अता हुसैन फिदा हुसैन व मेहदी हुसैन

16 आना

16 आना

9 आना 11 पाई कस्र जायद

मुतादाविया पर बिला अखतेयार इन्तेकाल हर किस्म काबिज व दखील रहकर व  
अदाये मालगुजारी सालाना बकिया मुनाफा से अपना गुजारा करेंगे दाखिल खारिज  
मोहालात मजकूर बाला का बहक अखाड़ा निरमोही बमहन्ती व सरबराह कारी  
मुददाअलय नम्बर 1 होगा और रामचरन दास का नाम बखाना मातहती बतौर गुजारे  
दार वास्ते आसानी दावा बकाया लगान बेदखली असामियान वगैरह दर्ज कागजात  
हीन हयाती बिला अखतेयार इन्तेकाल होगा और बाद वफात रामचरन दास कब्जा  
वाकई हर सह महालात मौजा नकरौजा मजकूर बाला पर मुददाअलय नम्बर 1 का  
या जो उस उक्त महन्त अखाड़ा निरमोही मजकूर का हो हो जायेगा।

दफा 5— यह कि मुददाअलय नम्बर 1 रामचरन दास (मुद्दई) को बाबत बकाया रकम  
गुजारा वर बिनाये गुजारानामा मोरखा 20 अगस्त सन् 40 ई० रजिस्ट्री शुदा में  
इक्तेदाई 20 अगस्त सन् 1940 ई० लागायत इमरोजा मुबलिंग 200 275/—  
बतारीख 4 जून सन् 1942 ई० तक अदा करने का जिम्मेदार होगा। मगर आज की  
तारीख से गुजारानामा मजकूर मनसूख गुतसखिर होगा और बजाये उसके शरायत  
सुलहनामा हाजा का निफाज होगा।

दफा 6 — यह कि महन्त रघुनाथ दास मुददाअलय नम्बर 1 को अखतेयार है व होगा  
कि वह बकाया लगान वगैरह असामियान मवाजियात मुतादाविया से वसूल करें  
मुद्दई को उसमें कोई उज्र न होगा। बकाया लगान से मुराद बकाया सनीन गुजिश्ता  
वाजिबुल अदा है।

दफा 7 — यह कि मुददाअलय नम्बर 9 व नम्बर 5 मुददाअलयहुम मुकदमा हाजा  
से बरी किया जावे और खर्चा फरीकैन जिम्मा फरीकैन आयद फरमाया जावे  
शरायत सुलहनामा हाजा हम फरीकैन ने व मशविरा वकला व मुशीरकारान खुद  
बखूबी समझबूझ कर कुबूल व मन्जूर किये हैं।

In the court of additional civil judge Fyzabad

Regular suit No. 95 of 1941

Shri Mahanth Ram Charan Das.....plaintiff

Versues

Raghu Nath Das and others.....defendants

Terms of compromise

(फेहरिस्त अलिफ)

1. एक किता मन्दिर पुख्ता मय जमीन मौसूमा अखाड़ा निरमोही वाकै मुहल्ला राम घाट शहर अजोध्या जी परगना हवेली अवध तहसील व जिला फैजाबाद हस्बे चौहदी जेल:-

|                         |         |             |         |
|-------------------------|---------|-------------|---------|
| पूरब                    | पच्छिम  | उत्तर       | दक्खिन  |
| मन्दिर अचार्य व अहिराना | गली खाम | सड़क पुख्ता | अहिराना |

2. एक किता मन्दिर पुख्ता मय जमीन मौसूमा जनम भूमि बाबरी मस्जिद वाकै मुहल्ला राम कोट शहर अजोध्या जी परगना हवेली अवध तहसील व जिला फैजाबाद हस्बे चौहदी जेल:-

|                  |              |             |            |
|------------------|--------------|-------------|------------|
| पूरब             | पच्छिम       | उत्तर       | दक्खिन     |
| पती व कब्रिस्तान | बाबरी मस्जिद | सड़क पुख्ता | कब्रिस्तान |

3. एक किता चाह पुख्ता मौसूमा सीता कूप मुतअल्लिका जनम भूमि वाकै मुहल्ला राम कोट शहर अजोध्या जी परगना व तहसील व जिला मजकूर हस्बे चौहदी जेल:-

|            |                               |            |                     |
|------------|-------------------------------|------------|---------------------|
| पूरब       | पच्छिम                        | उत्तर      | दक्खिन              |
| कब्रिस्तान | तुलसी बाड़ी व चबूतरा (अपठनीय) | कब्रिस्तान | चबूतरा सुमित्रा भवन |

4. एक किता मन्दिर पुख्ता मय जमीन मौसूमा इक्षा भवन वाकै मुहल्ला राम कोट शहर अजोध्या जी परगना व तहसील व जिला मजकूर हस्बे चौहदी जेल:-

|             |                  |          |                       |
|-------------|------------------|----------|-----------------------|
| पूरब        | पच्छिम           | उत्तर    | दक्खिन                |
| सड़क पुख्ता | मन्दिर राम झरोखा | सड़क खाम | मकान किशोरी नन्दन सरन |



(फेहरिस्त बे)

(i) एक किता अहाता मय जमीन वाकै मुहल्ला रामकोट शहर अजोध्या जी परगना हवेली अवध तहसील व जिला फैजाबाद हस्ब चौहदी जैल मालियती मुबलिग (अपठनीय)

|                  |             |       |                |
|------------------|-------------|-------|----------------|
| पूरब             | पच्छिम      | उत्तर | दक्खिन         |
| मन्दिर राग गुलाम | सड़क पुख्ता | गली   | अहाता सरगद्वार |

2. एक किता अहाता मय जमीन व दुकानात वाकै मुहल्ला रायगंज शहर अजोध्या जी परगना हवेली अवध तहसील व जिला फैजाबाद मालियती मुबलिग (अपठनीय) हस्ब चौहदी जैल:-

|              |            |           |             |
|--------------|------------|-----------|-------------|
| पूरब         | पच्छिम     | उत्तर     | दक्खिन      |
| रास्ता ख्राम | मकान सोपुर | रसिक नौरस | सड़क पुख्ता |

3. एक किता मकान पुख्ता वाकै मुहल्ला रायगंज शहर अजोध्या जी परगना व तहसील व जिला मजकूर मालियती मुबलिग (अपठनीय)

|                          |        |             |               |
|--------------------------|--------|-------------|---------------|
| पूरब                     | पच्छिम | उत्तर       | दक्खिन        |
| अहाता दो (अपठनीय) बकब्जा | सड़क   | मकान बिल्लू | मकान बांकेलाल |

रियासत अजोध्या

4. एक किता मकान पुख्ता वाकै मुहल्ला रायगंज शहर अजोध्या जी परगना व तहसील व जिला मजकूर मालियती मुबलिग (अपठनीय) हस्ब चौहदी जैल:-

|      |        |             |                |
|------|--------|-------------|----------------|
| पूरब | पच्छिम | उत्तर       | दक्खिन         |
| सड़क | गली    | मकान रागदास | मकान छेदी तेली |

5. एक किता मकान पुख्ता वाकै मुहल्ला रायगंज शहर अजोध्या जी परगना हवेली अवध तहसील व जिला फैजाबाद मालियती मुबलिग (अपठनीय) हस्ब चौहदी जैल:-

|            |        |              |                  |
|------------|--------|--------------|------------------|
| पूरब       | पच्छिम | उत्तर        | दक्खिन           |
| मकान हलवाई | सड़क   | गली व रास्ता | मकान रवामी नरायन |

6. एक किता मकान पुख्ता वाकै मुहल्ला कुन्नीगंज शहर अजोध्या जी परगना व तहसील व जिला मजकूर मालियती मुबलिग (अपठनीय) हस्ब चौहदी जैल:-

|      |        |       |             |
|------|--------|-------|-------------|
| पूरब | पच्छिम | उत्तर | दक्खिन      |
| सड़क | पती    | गली   | मकान रामदास |

## फेहरिस्त (जीम)

| नम्बर | नाम मौजा व परगना<br>हुमना व तहसील व जिला                   | नाम गुहाल व पट्टी किस हकियत | तादाद हिरसा गुद्दई                    | रकबा गुहाल<br>गोहाल     | गालगुजारी<br>मय अववाव<br>गुराल्लग गोहाल<br>(अपठनीय) | गालगुजारी<br>मय अववाव<br>हिरसा गुद्दई<br>(अपठनीय) |
|-------|------------------------------------------------------------|-----------------------------|---------------------------------------|-------------------------|-----------------------------------------------------|---------------------------------------------------|
| 1.    | जाफरापुर परगना नवाबगंज<br>तहसील नवाबगंज जिला गोंडा         | गुहाल जानकी साहू आला        | 14 आना गिन जुमला<br>16 आना (अपठनीय)   | हिरागल एकड़<br>81 186   |                                                     |                                                   |
| 2.    | मौजा राजापुर परगना व<br>तहसील व जिला मजकूर                 | गुहाल (अपठनीय)              | 16 आना                                | 9 -- 193                | (अपठनीय)                                            | (अपठनीय)                                          |
| 3.    | ऐतमादपुर परगना व तहसील<br>व जिला मजकूर                     | हकियत मुताफरिका             | 16 आना                                | 79 5                    |                                                     |                                                   |
| 4.    | ऐजन                                                        | पट्टी नवरोत्तमदास आला       | 10 पाई                                | 55 -- 13                | (अपठनीय)                                            | (अपठनीय)                                          |
| 5.    | मौजा नकरौर परगना व<br>तहसील व जिला मजकूर                   | गुहाल अता हुसैन             | 16 आना                                | 64 -- 7                 | (अपठनीय)                                            | (अपठनीय)                                          |
| 6.    | ईजन                                                        | फिदा हुसैन                  | 16 आना                                | 46 -- 7                 | (अपठनीय)                                            | (अपठनीय)                                          |
| 7.    | मौजा (अपठनीय) परगना<br>नवाबगंज तहसील नवाबगंज<br>जिला गोंडा | गुहाल मेहदी हसन आला         | 9 आना 11 पाई<br>6347 (अपठनीय)<br>6827 | हिरागल एकड़<br>59 -- 26 | (अपठनीय)                                            | (अपठनीय)                                          |

(Sd/-) Harcharn Dayal  
Additional civil judge Fyzabad  
6-7-1942

IN THE COURT OF THE ADDL. CIVIL JUDGE, FAIZABADRegular Suit No.95 of 1941

Sh. Mahanth Ram Charan Das.....Plaintiff.

Versus

Raghu Nath Das &amp; Ors.....Defendants

TERMS OF COMPROMISE

We, both parties have arrived at a compromise in the above case, therefore, this case be disposed of in view of this compromise and suit of plaintiff be dismissed on the basis of terms of compromise.

1. That, Mahant Raghunath Das, the Def. No.1 is and shall be the lawful Mahant of Akhada Nirmohi situated at Mohalla Ramghat, City Ayodhya and is and shall be the Mahant of Mandir Janambhumi and building attached thereto, situated at Mohalla Ramkot, City Ayodhya along with entire disputed properties and properties concerning the Akhada. Plaintiff shall have no right or connection with "Mahant" of the Akhada or disputed temple or disputed Mahanti Property or any other property concerning the Akhada or temple as per Para No.4 of this compromise and hence suit of plaintiff be dismissed in view of terms of this compromise.
2. That, entire properties as described in above paragraph which is situated at Mohalla Ramghat, City Ayodhya shall be of Wakf Akhada Nirmohi and it would be mutated in revenue records in the name of Mahant Wakf Akhada. Since, Def. No.1, Mahant Raghunath Das is presently the Mahant of Akahada Nirmohi, therefore, entire properties as described in Schedule "Zeem" of suit and the properties those have still not been mutated in favor of Def. No.1 and the properties which is neither recorded in the name of plaintiff or anybody shall be mutated in the name of Mahant and Chief Mahant

Raghunath Das, the Def. No.1 and plaintiff shall have no objection in this regard. It may be noted that entire properties as described in Schedule "Zeem" at this time is attached and is in possession of receiver as per the order of Hon'ble Court, and from now onward the Def. No.1, Mahant Raghunath Das shall have complete rights over aforesaid properties on the basis of this compromise, that, Def. No.1 shall receive possession of properties as described from Sl. No.1 to 4 in Schedule "Zeem" attached with the suit, that is, he shall receive possession over 14...., in total over 16.... Janki Sahu Mauza Jafar Hakkiyat Ala and 16 ... Mohal Andurun Mauza Armanpur Hakkiyat Ala, 16 ... Mauza Etmadpur Hakkiyat Muttafarika and 10 Pai Patti Navrottamdas Mauza Etmadpur and shall also receive possession of properties described at Sl. No.5, 6, 7 in the Schedule "Zeem" attached with the suit and (illegible) 16 ... Mahalat Ata Hussain and Fida Hussain and 9 Ana 11 Pai ... Mehendi Hussain Mauza .... and Def. No.1 shall also be entitled to receive whatever amount which has been received by Hon'ble Receiver or would be received by him in respect of attachment of entire disputed properties as per Schedule "Zeem" attached with the suit. That, the contents of registered deed of relinquishment dated 20<sup>th</sup> August, 1940 executed by Ramcharan Das (Plaintiff) in favor of Def. No.1 and other Panch is absolutely correct and it is and shall be binding upon plaintiff.

4. That, it has been decided about Ramcharan Das (Plaintiff) that he shall reside in "Burja Wali Kothri" of "Ramghat Ki Imarat" situated at 2<sup>nd</sup> Floor inside the premises of Nirmohi Akhada, but he shall not have right to let out the same and till Ramcharan Das stays in Nirmohi Akhada, he shall be provided food and clothes as is provided to other Mahants of Akhada and besides this, Ramcharan Das (Plaintiff) shall remain in possession of properties of Ata Hussain (16 Ana), Fida Hussain (16 Ana) and Mehdi Hussain (9 Ana 11 Pai) situated at Nirmohi Akhada, Mauza Nakrauja and shall pay annual

rent and maintain his livelihood from above rent and Def. No.1 shall be entitled to get aforesaid properties mutated in his name in the capacity of Mahant and Chief of Nirmohi Akhada and the name of Ramcharan Das shall be recorded in the column meant for sub-ordinate for the ease of suit and payment of rent, which shall be recorded without any rights and after the death of Ramcharan Das aforesaid properties shall be vested in Def. No.1, or whoever shall be Mahant at the relevant time.

5. That, in view of Regd. Maintenance Deed (Guzaranama) Dt. 20<sup>th</sup> August, 1940, the Def. No.1 is liable to pay Rs.200, 275/- to Ramcharan Das (Plaintiff) till 4<sup>th</sup> June, 1942, but aforesaid maintenance deed shall stand rescinded from this day onward and this compromise deed shall take place of the above.
6. That, Mahant Raghunath Das, Def. No.1 has right to realize rent etc. in respect of disputed properties and Plaintiff shall have no objection in this regard. Outstanding rent means rent which is lawfully payable.
7. That, the names of Def. No.9 and Def. No.5 be deleted from the suit and cost of suit shall be borne by the parties. The terms of this compromise is acceptable to we, both parties, which we have executed under our free volition upon careful consideration.

(TRUE TRANSLATED COPY)

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IN THE COURT OF ADDL. CIVIL JUDGE FAIZABAD

Regular Suit No.95 of 1941

Sh. Mahanth Ram Charan Das.....Plaintiff.

Versus

Raghu Nath Das & Ors.....Defendants

TERMS OF COMPROMISE

Schedule "A"

1. A pucca temple along with land situated within the premises of Akhada Nirmohi at Ramghat, City Ayodhya, Pargana Haveli Awadh, Tehsil & Dist. Faizabad, whose boundaries are described as under:

East: Temple of Acharya and Ahirana

West: Public Street

North: Pucca Road

South: Ahirana

2. A pucca temple along with lands situated at Janambhumi-Babri Masjid in Mohalla Ramkot, City Ayodhya, Pargana Haveli Awadh, Tehsil & Dist. Faizabad, whose boundaries are described as under:

East: Parti & Kabristan (Graveyard)

West: Babri Masjid

North: Pucca Road

South: Kabristan (Graveyard)

3. A pucca Chah known as Sita Kup concerning Janam Bhumi situated at Mohalla Ramkot, City Ayodhya Ji, Pargan. Haveli Awadh, Tehsil & Dist. Faizabad, whose boundaries are described as under:

East: Kabristan (Graveyard)

West: Tulsi Badi & Chabutra (illegible)

North: Kabristan (Graveyard)

South: Chabutra Sumitra.

4. A pucca temple along with lands known as "Iksha Bhawan" situated at Mohalla Ramkot, City Ayodhya Ji Pargana & Tehsil & Dist. As Above, whose boundaries are described as under:

East: Pucca Road

West: Temple of Ramjharokha

North: Public Road

South: House of Kishori Nandan.

#### Schedule "B"

- i. A compound along with lands situated at Mohalla Ramkot, Ayodhya Ji Pargana Haveli Awadh, Tehsil & Dist. Faizabad whose boundaries are described as under:

East: Temple of Ram Ghulam

West: Pucca Road

North: Street

South: Compound of Saragdwari.

2. A compound along with lands and shops situated at Mohalla Raiganj, Ayodhya Ji Pargana Haveli Awadh, Tehsil & Dist. Faizabad valuing..... whose boundaries are described as under:

East: Public Road

West: House of Sipur, Rasik

North: Nauras

South: Pucca Road.



3. A pucca house situated at Mohalla Raiganj, City Ayodhya Ji Pargana Tehsil & Dist. As above, valuing a total of (illegible), whose boundaries are described as under:

East: Compounds 2 Nos. (illegible)

West: Road

North: House of Billu

South: House of Banke.

4. A pucca house situated at Mohalla Raiganj, City Ayodhya Ji Pargana, Tehsil & Dist. As above, valuing a total of Rs...., whose boundaries are described as under:

East: Road

West: Street

North: House of Ramdas

South: House of Chhedi Teli.

5. A pucca house situated at Mohalla Raiganj, City Ayodhya Ji, Pargana Haveli Awadh, Tehsil & Dist. Faizabad, valuing Rs....., whose boundaries are described as under:

East: House of Halwai

West: Road

North: Street & Road

South: House of Swami Narayan.

6. A pucca house situated at Mohalla Kunniganj, City Ayodhya Ji Pargana & Teshil & Dist. As above, valuing Rs...., whose boundaries are described as under:

East: Road

West: Parti

North: Street

South: House of Ramdas

(TRUE TRANSLATED COPY)

Schedule "Zeem"

| Name of Village, Pargana, Tehsil and Dist.       | Name of owner or tenant and nature of title | Share of plaintiff | Area   | Rent along with... of owner | Rent along with... of plaintiff |
|--------------------------------------------------|---------------------------------------------|--------------------|--------|-----------------------------|---------------------------------|
| 1. Jafrapur<br>Nawabganj,<br>Nawabganj<br>Gonda  | Pargana<br>Owner<br>Sahu                    | 14 Ana<br>16 Ana   | 81.186 |                             |                                 |
| 2. Mauza<br>Pargana & Tehsil &<br>Dist. As above | Rajapur<br>Owner                            | 16 Ana             | 9.193  |                             |                                 |
| 3. Etmodpur<br>Tehsil & Dist. As<br>above        | Pargana &<br>Hakkiyat<br>Muttifarika        | 16 Ana             | 79.5   |                             |                                 |

95

|                                                  |                                        |                           |       |
|--------------------------------------------------|----------------------------------------|---------------------------|-------|
| 4. Aijan                                         | Tenant<br>Navrottam Das                | 10 Paf                    | 55-13 |
| 5. Mauza<br>Pargana & Tehsil &<br>Dist. As above | Owner<br>Ata Hussain                   | 16 Ana                    | 64 7  |
| 6. Ejan                                          | Fida Hussain                           | 16 Ana                    | 46 7  |
| 7. Mauza...<br>Nawabganj,<br>Nawabganj,<br>Gonda | Pargana Mehdi Hasan<br>Tehsil<br>Dist. | 9 Ana 11 Paf<br>6347/6827 | 59-26 |

(TRUE TRANSLATED COPY)

46  
10.4.42  
Annexure A-13

estimated total value

in the court of

addl. Civil Judge

y 2 a b a d

copy of report dated 10-4-42 presented  
filed and made by B. Kripawan Nath  
Saneb, Pleader, Commissioner.

Reg. Suit No. 95 of 1941.

Mht. Ram Charan Dass vs. Mht. Kaghunath Dass and others.

fixed for :- 4th April and 4th May 1942.

\*\*\*\*\*

W. S. Rao Ratan  
Vakil.

O.P.1.

in the court of Mr. Mr. Charan Dayal Saneb addl.

Civil Judge, Zaidpur.

Mahanta Ram Charan Dass . . . . . Plaintiff

Versus

Mahanta Kaghunath Dass and others . . . Defendants

Regular suit No. . . of 1942.

Date of filing report:- 10-4-1942.

Sir,

In the above mentioned case I was appointed Commis-  
sioner for preparing maps showing all the properties in  
dispute in lists A and B attached to the plaint and to  
show the market value of all the properties mentioned in  
them separately.

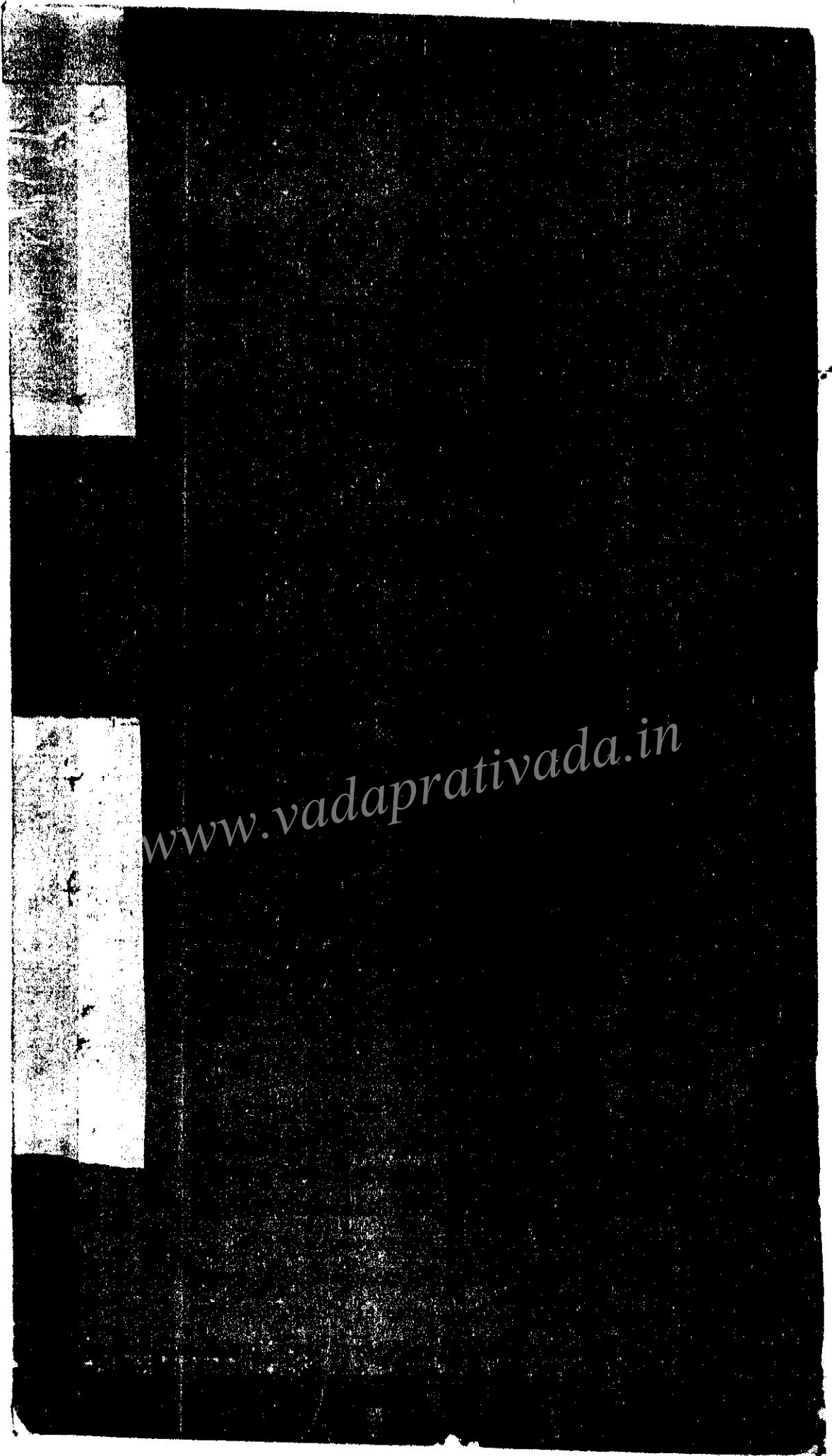
In compliance with the order of the court I went to the spot  
on 3.4.1942 and on subsequent consecutive dates as in-  
dicated. On behalf of the defendants Mr. Kripawan Nath  
Saneb and the plaintiffs Mr. B. Kripawan Nath Saneb were present throughout  
the measurement work was done by me  
on 3rd, 4th, and 5th April, 1942. I fixed the 5th of  
April as a date for the parties to adduce oral and  
documentary evidence. The defendant showed to me some sale

CUDH

evidence as to the value of the materials. I fixed 1942 for that purpose and informed the parties accordingly. The evidence of the parties were recorded by me which I am attaching herewith. On the 10th of April, 1942 again the deft applied to inspect the record of 1941. I did make an application on the 11th morning when I communicated the result of inspection that he will like to examine and adduce some evidence that the price fixed in the sale deeds of the amawa estate was a fancy price. I fixed the evening of the 12th for recording this evidence. None has turned up till now and it is 9 p.m. the first report of mine was ready and I had to redraft it in view of the additional evidence brought to my notice.

I have prepared the map on scale 1" equal to 10" and have also shown in the map the different portions which are double storied. In the first plan the line shown in yellow does not belong to the temple.

There was a dispute as to the ownership of item no. 3 of list (B). This house is said to belong to a minor who is an heir to one 1st Air Jais this item was shown in list (B) at item no. 223 I have made measurements and fixed its value as directed by the court.



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The site value of this item should be fixed at Rs. 200/-.  
 The house is very old and with the exceptions of two rooms  
 are double storied on the western side, the remaining  
 part is in a dilapidated condition and unfit for habitation.  
 The front porch and the upper verandah which forms the  
 back portion of the house is vacant. The back portion is  
 attached to a line with the upper storey of the front  
 part. The value of the material is as under:-

|                 |              |
|-----------------|--------------|
| Bricks          | Rs. 2500-0-0 |
| Roofs and doors | Rs. 1000-0-0 |
| Plaster         | Rs. 1000-0-0 |
| Labor           | Rs. 2500-0-0 |
| Total           | Rs. 7000-0-0 |

As stated above the house is more than 40 years old.  
 It is a tottering structure. A deduction of 75% in the value of the  
 materials must be given in this case. The value of materials  
 therefore come to Rs. 1750/-, adding this to the site value  
 the total value will be Rs. 2000/-.

NOTE: The house is situated in No. 13, ...  
 ... The value in ...  
 ... and the value of ...  
 ... and the value of ...

I have the honor to ...  
 Sir,  
 Yours most obediently,  
 ...

Respectfully,  
 ...

RECEIVED  
 ...  
 ...



Copy of Report dated 18-4-42 filed and made by  
Bhawan Nath Saheb, Pleader, Commissioner.

Reg.suit No.95 of 1941.

Mht. Ram Charan Dass vs. Mht. Raghunath Dass and  
others..

Fixed for :- 4<sup>th</sup> April and 4<sup>th</sup> May, 1942.

\*\*\*\*\*

In the court of Mr.Har Charan Dayal Saheb Addl.Civil  
Judge, Fyzabad.

Mahanth Ram Charan Dass.....Plaintiff

Versus

Mahanth Raghunath Dass and others.....Defendants

Regular suit No.....of 1942.

Date of filing report- 18-4-1942.

Sir,

In the above mentioned case I was appointed  
Commissioner for preparing maps showing all the  
properties in dispute in lists A and B attached to the  
plaint and to show the market value of all the  
properties mentioned in them separately.

In compliance with the above order I went to the spot on 3.4.1942 and on subsequent consecutive dates as directed. On behalf of the I have met Sharma and the Plaintiff's agent through Sita Ram Dass defendants.

----- The measurement work was done by me on 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> April, 1942. I fixed the 5<sup>th</sup> of April. Ajodhia for the Parties to adduce oral and documentary evidence. The deft. Showed to me some sale deeds, a note was made by me but the parties did not adduce any oral evidence as directed on the 7<sup>th</sup> of April 1942 the deft. agent requested me to inspect the registration records for 1940 as he said that it was not possible to get copies of the documents in such a short time. I therefore inspected the registration records for 1940 and took the necessary notes. As the sale deed on which reliance was put contained a pucca house the deft applied to me on 10<sup>th</sup> April 1942 to adduce some oral evidence on the question of the valuation of the materials. I fixed 12<sup>th</sup> April, 1942 for that purpose and informed the parties accordingly. The evidence of the parties were recorded by me which I am attaching herewith. On the 16<sup>th</sup> of April, 1942 again the deft applied to inspect the record of 1941. I did it and communicated to the plaintiff's counsel. He

made an application on the 17<sup>th</sup> morning when I communicated the result of inspection that he will like to examine and adduce some evidence, that the price fixed in the sale deeds of the Amama estate was a fancy price. I fixed the evening of the 17<sup>th</sup> for recording this evidence. None has turned up till now and it is 9 p.m.. The first report of mine was ready but I had to redraft it in view of the additional evidence brought to my notice.

I have prepared the mass on scale "1 equal to 10" and have also shown in the map the different portions that are double storied. In the first plan the line shown as yellow does not belong to the temple.

There was a dispute as to the ownership of item no.3 of list(B). This house is said to belong to a minor who is an heir to one Mst. Birja. As this item was shown in list(B) at item no.3. I have made measurements and fixed its value as directed by the Court.

The condition of the houses has been worse owing to and neglect of respondent even in the 18<sup>th</sup> morning no person turned up on behalf of the plaintiff. His counsel has sent an intimation to his intention of

fo

adducing any evidence I have made calculation as far possible from the statement that are before me. They have dealt itemwise in the few pages. The map of item in the list (A) has not been prepared but the dimensions of it has been given in report.

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[www.vadaprativada.in](http://www.vadaprativada.in)

Item no.11: It is a temple shown as Akhara Nirmohi in the plant. The various constructions have been shown by me in the map and from it the inference that is drawn is that the main construction except the shops lying on the northern side of the land are only upper house of the temple and I have shown it in details on the map. Constructin is said to be nothing in which the worshippers when on a visit to a joins but at present they are ought to different tenants. The monthly rent for this is paid to be Rs.8 per Kothi which comes out to Rs.11/8. I found one kothi on the eastern side as it appear that annual to which the kothis are earning Rs.138 per annum their seem to be from this building. The area cover of this building is \_\_ bigha \_\_ biswa will consider the exact value of the land in the same civinity. This was shown to me by one Mahant Hari Das for Rs.1312/8. This contained a compound wall also on left side. This plot consists of a cell which is a wall built in pucca brick. Although the deed does not contain any rental but the evidence has and it is a narrow one although I had filed the 6<sup>th</sup> and 12<sup>th</sup>.

The constructions on this site are very old. The main portion of the building and part of the temple is shown in the map as Bhandar Khana and the drain to the north of the general agent's room are in a dilapidated condition.

The shops too are in a tottering state. The value of the bricks and labour etc will appear from the following amount:

Bricks 1600-00-0

Time etc. 600-00-0

Labour 1500-00-0

To this may be added the cost of the two wells Rs.500/-

Total thus comes to Rs.4,500/-

As the building is very old we have to give the depreciating value to the materials. The above estimate is of a function, as it is the main property and the temple and portion of its eastern side is fairly repaired even recently. There should be depreciation put on this property of the total valuation. The average life of a building but as better materials were used in olden times in portion of the temple and a portion on the eastern side in a better condition. The other portions that were built that is the shops have completely lost their as they seem to be 40 years old. In view of the above considerations, I fix Rs.1500/- as the fair value of the temple as adjoining constructions. The value of the shops and constructions is as under; /

Bricks Rs.750/-



Li me                      Rs.200/-

Labour                    Rs.750/-

Karis                      Rs..250/-

and doors

I have been asked by the counsel for the deft tht 50 times of the annual rent be the fair met value of the property because the shops can be purchased at as interest which is the bank rate. No doubt the bank rate is but in that case there is no depreciation of the principal and there is no incidental e.g. repairs which must be deducted from the income or the property. If we consider all these facts we are sure that expenses of management and the repairs will take away at Rs. 25 of the value of property. It may be even more than adding to this a depreciation of the house property be purchased at less than. Of course the site value also be considered. If we multiply fees by 16 the value comes to Rs.2218/- and it cae take out that Kothi that is vacant or my fall vacant the valueation will be less than Rs.2,000/- . As these shops are on a main road they will fetch a little higher rent. Hence this little difference from m y view on sidering the circumstances and

condition of the building the value of the materials and its fair market value is Rs.2000/-. The total value of this item comes to a . This is a temple popularly known as Akahra and is situated in mohala. It is one of the holy places in Ajodhya and is visited by every Hindu who comes to Ajodhya. From the plan prepared by me there are no worth the name except a small chabutri worshiped hindue and a few chappers put up by the pujaries for their residence. There is a small shop at the structure of this and which is a mobile etc. It consists of three takth places together and covered by sheets. This let out at a rent of Rs.161/- per year. It may be a contract for the shops of lowers to the worshipper. It is in dispute and is part of the matter of item no. It is site outside the temple.

|          |                 |
|----------|-----------------|
| Bricks   | Rs.500/-        |
| Lime     | Rs.206/-        |
| Labour   | Rs.500/-        |
| Chabutra | Rs.200/-        |
| Trees    | Rs. 20/-        |
| Flooring | <u>Rs.200/-</u> |
|          | Rs.1670/-       |

65

The main item in which there is depreciations is the boundary wall which cost Rs.1200/-. The depreciation is this should be put at 607. The total value at present therefore Rs.1070-0-0.

The area covered by this temple is a business. The valuation of this may be put at Rs.500/- as it is surrounded on graveyards. The total value of this item comes therefore to Rs.1520/-. It is a well known as site Koop. It is a well settled as very sacred place was bought and put in it. It lies at a place surrounded by graves. It is close to Janam Bhoomi. It is feet deep and the water is about 15 feet. The cost of the well is as under:

Bricks and Kankaraetc. Rs.400-00-0

Li mte and other materials Rs.200-00-0

Labour Rs.400-00-0

As the Jagat of the this well seems to be recently buildt or it seems a little new because the well is not used for public purposes but only o specific ceremonies when water is drawn for a khata or ceremony. In my opinion the depreciation on this score should be put at . The market value in my opinion there is Rs.800/-

Item No.4: This item consists of a building was contested before me that it was a private house.

This item is situated popularly known as Tonna. It covers an area of biswas. The valuation of this building is as under:

Bricks Rs.320-00-0

Lime Rs.170-00-0

Labour Rs.300-00-0

Site Value Rs.300-00-0

Total Rs.1070-00-0

The building is quite old and a deduction of 60% should be given on Rs.770/-. The value of the materials therefore to Rs.300/- and the site value Rs.300/- total Rs.600/-.

I think that this is the fair market value of this property.

The site values in this case is a little less than other land closed by which is mentioned in list (B) as it is in a lane. If we multiply the rental it comes to Rs.480/- but I do not think it to be the value of the property and I fix the value at Rs./600/-.

Item No.1: It is an astha in mohalla. The plot covered by this is 11 bighas 15 biswas. I inspected the sale deed on 7<sup>th</sup> April, 1942, of the plot lying to the south of it. The area of that plot was 4 bighas 4 biswas, and was sold for a sum of Rs.400/-. It was also mentioned in sale deed that there was a pucca house on it curious enough a well which is quite old was not mentioned in the deed 11<sup>th</sup> August, 1940. On the 11<sup>th</sup> of April the evidence was recorded by me. The pltt, examined one witness who said that more than half was covered by building with verandah on the east west and south and in the northern portion there was a temple. The defendants evidence consisted two witnesses who say that half the sites was covered but they never went inside the house. This is a curious story. It is difficult to understand that these people lived closely by would never have gone inside that building. There is a pucca house on this site the defendant witnesses have said that there was only a khanderpai on this site for the last 13 years. If it was so there is no earthly reason as to why it was not described as a khanderpai in the deed. The pltt's witnesses have said that the buildings that stood if erected newly will cost Rs.1500/- to Rs.2000/- rupees. The deft's first witness has said that the building was built by but contradicts hi by saying that it was built of Gomma and

Lakhori. In view of these contradictions I do not but say reliable on the lefts witnesses P.W.1 has admitted that the house was sold. Putting a deduction of 60% on a sum of Rs.1500/- I am of opinion tht the malwa must have cost at least Rs.500/-. It is admitted that a portion of the malwa has been used in making the platform which is abaout 6 feet and a portion of it still lying. I have inspected the locality on the 16<sup>th</sup> and have found that there is a pucca well in a running order and the chabutra on its western side is also bout 5 ft high. I am therefore of the opinion that it must be worth about Rs.500/-. The well no doubt is old but it is a very deep well like that of site. Had it not been in running order it would have been of no value but as it is not that Rs.500/- will be a fair pride of that well. The said plot is situated on a pucca road to the south of it. Certainly that portion of the site can be used for shops which can yield a as there can be at least half a dozen shops. The site value therefor of this portion i.e. Rs.1000/- as certainly fair but this principle will not apply to the ahata in dispute where no pucca road exists. There is no doubt a kachha road on the west but the income from the shops will be leaking in this ahata. Hence the same valuation an not be put on the ahata in dispute. After deducting special advantage of the site it will be reasonable to put Rs.2000/-



per bigha as the market value of the land. And the valuation of the boundary well and the well is Rs.150/- the total will therefore come to Rs.1330/- other sale deed was shown to me in which 3 biswas and 5 biswans was sold for Rs.1400/-. I could not sell the plot or its situations as the inspection was made by only on the 16<sup>th</sup> this sale deed was in favour of range of Amawan and as appears from the sale deed it adjoins his land on which he wanted to build a temple. It may be in view of that he might have paid a fancy price to an willing seller. The plff wanted to rebut it but this deed was shown to me very late. Moreover I found during that there was another sale deed of one biswa land with a pucca house for Rs.196/-. Although I have not seen the house still I think that the materials must have cost at least Rs.95/- and the value of the site must now be Rs.100/- this also shows that the sale deed in favour of Raja Amawan was obtained by paying a fancy price. It has further confirmed my view that the fair market value as in excess of Rs.2000/- per bigha and I adhere to my previous calculations of the valuation.

Item No.2: This is shata situate in mohalla Ram mandir close to Nirmohi Akhara on the border side of the road building is quite old one. The construction are on the

70-7

eastern and on the southern side of the ahata. The southern side is double storied and has got 7 shops in the lower storey. The building is vacant in the upper story except a portion on the south eastern side occupied by one. The site value was referred to by me in item no. 1 at or list Rs./585/- as the area of this plot is 5 biswas 17 biswas. The valuation of the building is as under:

Bricks Rs/750/-

Lime etc. Rs.250/-

Labour Rs.750/-

Doors and Karis Rs.250/-

From there should be a deduction of 50% as depreciation of the materials. The value therefore comes to Rs.1000/-. Rs.595/- total Rs.1585/-. The rent of this building at present is paid to Rs.8/- per month which comes to Rs/96/- per year. Annual report will be Rs.1034/0 which is less than the value fixed by me. I therefore hold that the fair market value is rs.1585/-.

Item No.3: This house and item nos. 4 and 5 are situated in mohalla Rai Ganj and on the main road. Three sale deeds were shown to me. There are:

[www.vadaprativada.in](http://www.vadaprativada.in)

i) A sale deed of Rs.1375/- with land by 6 one Dwarka in favour of Thakur Bankatesh Ji Maharaj, dated 15<sup>th</sup> March, 1948.

ii) Sale deed by Ms. Sheo Rani in favour of Bankey al for Rs.900/- dated 9<sup>th</sup> December, 1940.

a. As this sale deed concerns item no4, it will be discussed at its proper place.

b. A sale deed i favour of Barmodh Bann Bihari Dass and o.p.11 another by Santokh Dass for a sum of Rs.1000/- dated 3.9.1931. Both the houses mentioned at nos.1 and above the land is matahti and contains decent houses. The first oe has got a double storied house well kept by the owner and the second only single storied house but seems to be quite nos. The house in dispute stands on the nazul land with a rent of Rs.200/-. The site value in comparison to the sale deeds would have been Rs.300/- but a deduction of a 100/- may be given in view of the rent fixed on it, so I hold that the fair market value of the site is Rs.200/-

Bricks Rs.200/-

Lime Rs.100/-

Karis and

73

|        |                 |
|--------|-----------------|
| Doors  | Rs.100/-        |
| Labour | Rs.200/-        |
| Well   | <u>Rs.200/-</u> |
| Total  | Rs.800/-        |

[www.vadaprativada.in](http://www.vadaprativada.in)

[www.vadaprativada.in](http://www.vadaprativada.in)

74

As the house is very old I allow a depreciation of 50% as from me against the house is more than 30 years old. The bricks have ben deteoriated by weather. The value of the materials will be therefore I am the site value will be Rs.200/-. Total Rs.520/- is a fair m aket value of th property. The rent of this house is said to be Rs.28/- per year. 16 times this amount will be Rs.356/- whih is much less than the actual value. I therefore hold that Rs.520/- is a fair market value of the property.

Item no.4: This house is on the western side of the road. This too is a very old house about 40 years at least the value of the materials is as under:

Bricks Rs.200/-

Lime Rs.1000/-

Labour Rs.200/-

Karis & door Rs.150/-

Total Rs.650/-

A depreciation in the value of the materials case should be fixed at 60% whih brings it to Rs.200/-, regards the site value I think that Rs./200/- is the fair market value. The total therefore is Rs.550/- mention ed by me at no.

Discussing item no.3 above. This house is in a little better

75

condition and occupies land one and half times more than the present house. Considering that valuation I think that Rs/250/- is the fair market value of the house. The rent of this house is Rs.1/8/- per mensem, 16 times annual rent would be Rs.280/- I am afraid that the rental value cannot be deemed as a safe basis for calculation and I have rejected it as in calculating the market value of the house and property.

Item no.5 : this house situate in mohalla nai ganj near the railway crossing. The preset rental of the house is Rs.1/- per mensem o nuy. 16 times the annual comes to rRs.192/- only and the valuation is to be fixed. I think the site value of this item should be fixed at Rs.300/-. The house is very old and with the exceptions of two rooms which are double storied on the western side, the remaining portion is in a dilapidated condition and unfit for residence. It is due to this fact that upper storey which forms part of the back portion of the house is vacant. The back portion is on a tilla and is in a line with the upper storey of the roof portion. The value of the material is as under:

Bricks                      Rs.250/-

Karls & doors      Rs.100/-

Lime                      Rs.100/-



76

|        |          |
|--------|----------|
| Labour | Rs.250/- |
|--------|----------|

|       |          |
|-------|----------|
| Total | Rs.700/- |
|-------|----------|

As stated above the house is more than 40 years old and is in a rocking condition. A deduction of 70% in the value of materials must be given in this case. The value of the materials will therefore come to Rs.170/-. Adding this to the site value the fair market value will be Rs.475/-

Item No.6: This house is situate in mohalla Kaniganj. The house is in ruins. I think that the side value in this case can not be put at more than Rs.150/-. And the value of the materials Rs.50/- The total value of this house can in no case be more than Rs.200/- and I think this to be the fair market value of this property.

I have the honour to be

Sir,

Your most obedient servant

Sd. Tribhuwan Nath.

B.A., LL.B.

Pleader - Commissioner

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Copy of the order of the  
 Punjab Municipal Corporation Case  
 No. 145 - 1966 P.S. Agodla  
 Mahant. Pri. Das vs Gola  
 Re. Laloh Das and others

On the Court of the Municipal Corporation  
 Present D.H. Mahant Mahant  
 ex. 12 27-1-66

Mahant Pri. Das vs Gola  
 Re. Laloh Das and others  
 Pending

This is a summary  
 reference under the  
 Act. The preliminary order  
 was passed on 27-1-66  
 which relates to the  
 structure known as the  
 Jauna. On 27-1-66  
 at Mohali. The order

parties if any was in actual possession  
over the property - a dispute which  
is now pending the date of the  
preliminary order.

the case of the first  
party - referred to this reference  
is that the dispute belongs  
to Miranji Akhane. Formerly, Mahant  
Raghunath Das was the Mahant  
of this Akhane. On 16.2.66, Mahant

Raghunath Das Mandir has  
resignation and the  
parash of this Akhane after  
the first party Mahant

Das was the Mahant of this  
Akhane. He had a son  
was the gadda (treasurer)  
this Akhane and was in charge

possession of 15. p. of land  
was doing the work of  
Akhane he was turned out

the Akhane on 21.12.66











Prasanna Lal Das

Kalka - Das Shishu Jayaraman

Nara - N - Dulari Sarda Ganga

Shankar Das, Rajesh Das

Ram Mohan Das, Kunda Rai Kuber Das

Prasanna Das - Banshi Das and

Harihar Das who have supported the

Constitution of the second party by

their inspection some sworn testimony

one second party - Kancha. He d

the city of the application dated

the first party, C. C. C.

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the first party, C. C. C.

the first party, C. C. C.

the first party, C. C. C.



(3) The adalat pargana was held by  
 the second party before the  
 passing of the preliminary order.  
 The learned counsel for the  
 first party has argued that  
 the first party is entitled to  
 the hereditary rights of the  
 pargana. The dispute is between  
 the parties as to that of a pargana.  
 But it may be held that the  
 first party was validly appointed  
 as the hereditary rights of the  
 pargana. The first party would be a  
 constructive pargana. The  
 proceedings under the  
 rule in a court of law  
 the property in adalat pargana  
 party in constructive pargana

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 evidence has a behavior of it is  
 clear that he is not in a dual  
 position Ar. the disputed property



he is entitled to a share  
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(56)

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23.7.66 passed by the court

Judge Pasquale with

no 264-1966

does not have any effect

on the matter in dispute

It does not have any effect

for also these

documents

date of the preliminary order  
also held that the first  
party Mahatma was not  
in possession during that period  
the reference is therefore directed  
accordingly in favor of the  
second party.

SADH. Kumar  
4.11.66

**IN THE COURT OF THE JUDGE, DISTRICT COURT, LUCKNOW**

O.O.S. NO. 4 OF 1981  
The Sunni Central Board of Madaris  
**VERSUS** and others  
Abul Kalam Azad and others  
PRODUCED BY Defendant No 3  
DATE OF PRODUCTION 16.9.82  
ADMITTED / NOT ADMITTED BY THE OTHER PARTY 1/1000  
ADMITTED IN EVIDENCE / REJECTED \_\_\_\_\_  
EXT. NO. A-7

BY ORDER OF THE COURT

O.S.D.  
COPY  
23-5-69

23-5-69  
23-5-69  
23-5-69

Bila Ram Das, Rameshwar Das, Mahant Paghunath Das Girwar Das Ram Dewal Das, Ram Krishna Das Ram Deo Das Raj Mangal Das, Raj, Ram Das, Deo Harain Das, Ram Lakhan Das Chela Bhagwan Das Ram Lakhan Das Chela Hari Das Dechi Das Ram Phr Bhole Bajrang Das Ram Bachan Das, Kedar and Dechi Das. Besides this he has also filed the Rules and constitution of the Hinnchi Vihara the original deed executed by Mahant Raghunath Das in favour of Mahant Lree Das (First party). Copy of the statement of Ram Lakhan Das given in a case under Section 107/117 Cr.P.C. Dated 1957 maintained by Bhishwanath Das Shrivari, site plan of Shri Ram Jaman Shrivari, copy of the application dated 24.7.63 of Shri Bhaskar Das Pujari and agenda register of Hinnchi Vihara. No oral evidence has been produced on behalf of the first party.

As against this the second parties have filed the affidavits of Bantosh Das Amar Nath Mahrotri Patel Miser Shiv Balak Singh Ram Kumar Ayodhya Das, Ram Chulawan Das, Ram Swaroop Das Rahend Das Khatni Ram Dayal, Bijan prasad Ram Lakhan Das Golki Leshman Das Shastri Janki

.../-

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ANNEXURE - A-16

In the Court of the Munsif Faizabad.

Present D.M. Khanna, Munsif.

Cr. R. T of 1966

Mahant Prem Das                      Petitioner

Versus

Golki Ben Lakhan Das.              Second party.

This is a criminal reference under section 146 Cr.P.C. The preliminary order was passed on 27.2.66. The dispute relates to a grant like structure known as Nan Dhan Shuni temple structure at mchalla Kota palace Mahli Ayodhya, in this district. It parts if any was in actual possession over the property in dispute within 2 months preceding the date of the preliminary order.

The case of the first party in respect of this reference is that the disputed temple belongs to Nimchi Akhara. Formerly Mahant Raghunath Das was the Mahants of this Akhara. On 16.2.66, Mahant Raghunath Das submitted his resignation and there-upon the Panchas of this Akhara appointed the first party Mahant Prem Das as the

.../-



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Mahant of this Akhara. The second party was the Golki (treasurer) of this Akhara and was in actual possession of its property. As he was dissipating the property of the Akhara he was turned out from this Akhara, On 21.2.66. In place of that the second party has not handed over the charge of Golki and he still continues the possession of the properties of the temple and the Akhara.

The second party has contested the reference. His case is that he has been coming down possession over the property of the temple since 1940 as a Golki, pujari and pandita and the first party has never been in possession over it. The first party has never been appointed as a Mahant of their Nimohi Akhara. Even if he has been appointed as a Mahant the proceedings for his appointment are illegal and not binding upon the second party. In any case as the first party has never been in possession over the property in dispute his appointment is of no effect.

In support of his above contention the first party has filed the affidavits of himself.

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--: 3 :-

Dala Ram Das, Rameshwar Das, Mahant Raghunath Das Girwar Das Ram Kewal Das, Ram Krishna Das Ram Deo Das Raj Mangal Das, Jai Ram Das, Deo Narain Das, Ram Lakhan Das Bhola Bhagwan Das Ram Lakhan Das Bhola Hari Das Deori Das Ram Phr Bhola Bajrang Das Ram Bachan Das, Kedar and Dechi Das. Besides this he has also filed the Rules and constitution of the Hirschhi Nohara the original deed executed by Mahant Raghunath Das in favour of Mahant Ram Das (First party). Copy of the statement of Ram Lakhan Das given in a case under Section 107/117 Cr.P.C. May of 1967 maintained by Shishupal Das Jh, site plan of Shri Ram Janki Shanti, copy of the application dated 24.7.68 of Shri Bhaskar Das Pujari and agenda register of Hirschhi Nohara. No oral evidence has been produced on behalf of the first party.

As against this the second parties have filed the affidavits of Santosh Das Amar Nath Mahrotra Patel Miser Shiv Suresh Singh Ram Kumar Ayodhya Das, Ram Khilawan Das, Ram Swaroop Das Rahend Das Khatni Ram Dayal, Sujon prasad Ram Lakhan Das Galki Lakshman Das Shastri Janki

.../-

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-: 4 :-

Mandan Das Ram Dulari Surin Gangi Das Shadbha  
Ram Kumar Das Ram Gopal Das Ram Milon Das,  
Kamla Ram Kumar Beh Prasad Nigam Bansi Das and  
Harihar Das who have supported the contention of  
the second party by their inspection sworn testimony  
The second party has also filed (1) copy of the  
application dated 31.2.66 by Prem Das first party  
(2) copy of application dated 17.3.66 of Prem Das  
first party (3) copy of the statement dated  
23.7.66 of Shri Hari Nath Singh S.T. Ayodhya in  
Case State vs. Prem Das and a copy of the state-  
ment dated 23.7.66 of Aswani Kumar in State vs.  
Ram Lakhan to support his contention. The second  
party has been examining himself his amended  
Dhasha Das and Lakhan Das also. They also  
support the contention of the second party.

The above evidence of the second party  
shows that he is in actual possession over the  
property in dispute which according to the case  
itself of the first party and the above evidence  
led on his behalf. It is clear that he is not  
in actual possession over the disputed property  
but as he is entitled to such possession as a  
Mehant and the second party is not handing over

.../-

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- 5 -

any possession to him. This according to the case of the applicant first party himself the actual possession was with the second party before the passing of the preliminary order. The learned counsel for the first party has argued that as the first party is Mahant of the Nimohi Akhara to which the disputed property belongs, the possession of the second party was as that of a servant. Even if it may be held that the first party was validly appointed as Mahant of the Nimohi Akhara even then at the most his possession would be only a constructive possession. In the proceedings under section 145 Cr.P.C. in a case where the property is in actual possession and a party in constructive possession the dispute must be determined in favour of the party in actual possession because out of the two necessary ingredients to constitute possession viz animus and corpus possession the latter element working in the constructive possession whereas in actual possession both the ingredients lost.

The first party has filed a copy of the order dated 23.7.66 passed by the Civil Judge

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-: 5 :-

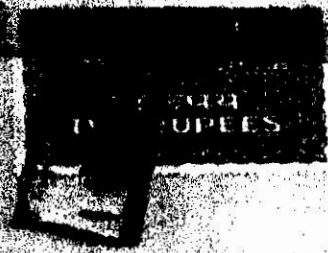
Faizabad in suit No. 16 of 1956. This order does not throw any light in the matter in dispute. It does not bear proper court fee also. Hence this document is neither relevant nor is admissible in evidence for all these reasons I hold that the second party Golki Ram Lakhan Das was in actual possession over the property in dispute. Within 2 months preceeding the date of the preliminary order I also hold that the first party Mahant Prem Das was not in possession during that period. The reference is, therefore decided accordingly in favour of the second party.

SD/- D.N. Khanna

4.11.66



(57)



12/1/66 4381/21

Copy of judgment dated 9.7.  
passed by S. D. Shukla C.M. P.S.  
Case no. 10 413145 Cr.P.C. P.S.  
Agodhya. Mahant Prem Das vs  
Gulab Lal Lakshmi Das and others  
in the Court of the City Magistrate  
Rajahmundry.

Case no. 10 of 1966.  
Mahant Prem Das versus Gulab  
Lal Lakshmi Das and others  
in the Court of the City Magistrate  
Rajahmundry.



acts

This is a case no. 10 of 1966  
in the Court of the City Magistrate  
Rajahmundry. The parties are  
Mahant Prem Das (Plaintiff) and  
Gulab Lal Lakshmi Das and others  
(Defendants). The dispute is about  
the ownership of the land.

a case of emergency the temple  
described above was put under  
attendant the parks were called  
upon to put in written statement of  
their respective claims as respects  
of the conduct of persons of the  
subject of dispute and also to put  
in their documents with adduce  
proofs in affidavits the evidence  
man persons as they relied upon  
support of their claims

on a report of P.S. Ayadhye who  
said that small temple situated  
in the exterior cantonment of  
Rajgarh. Shri. was the  
the agent of Varahi Akhara  
Mahant of whom Akhara was  
in possession as a temple  
of Mahant the of the temple  
in the Das (First party) is  
with the approval of the  
executed a registered deed  
from Mahant Das  
the new Mahant in the Das











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*[Faint handwritten notes, mostly illegible due to extreme fading.]*

with the consent of the  
 presence of the subject of  
 dispute according to the  
 of first party was also delivered  
 to the second party as far as delivery  
 of presence and copy of the  
 first party is correct. Presence  
 of the subject of dispute is concerned  
 the second party has been called  
 to the court by the  
 as a first party and other papers  
 which were argued in the  
 first party. The  
 subject of presence and delivery  
 of the subject of the presence and  
 delivery cannot be the  
 subject of who has the  
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Copy of Judgement dated 9.9.66 passed by D.S.

Shikda u/s 145 Cr.P.C., P.S. Ayodhya

Mahant Prem Das vs. Golki Ram Lakhan Das & Ors

In the Court of the City Magistrate, Fyzabad

Case No. 10 of 1966

Mahant Prem Das vs. Golki Ram Lakhan Das

U/S 145 Cr.P.C.

Ayodhya

ORDER

This a case u/s 145 Cr.P.C. between Shri Prem Das (first party) and Ram Lakhan Das Golki and others (second party). This relates to a dispute likely to cause disorder of peace regarding possession over structure known as Ram Janam Bhoomi temple. The temple described above was put under attachment. The purohits were called upon to put in written statement of their respective claims as prospects the fact of actual possession of the subject of dispute and also to put in such documents or to add necessary putting in affidavits the evidence of main persons as they relied upon the support of their claims.

The case started on a report of P.S. Aydhya. It was such that small structure of the exterior courtyard of old Raj Janma Bhoomi has been under the management of Nirmohi Akhara Mohand of whom Akhara was in Raghunath Das. On being given old Mahant Raghunanth Das appointed Shri Prem Das (first party) is Mahant with the approval executed a registered deed in favour of Mahant Prem Das. The new Mohant Shri Prem Das (first party). But the Golki did not comply to Shri Prem Das's wishes. The parties so much so that on 25/26./1966 Mohant Prem Das and his colleagues of the akhara handed Shri Ram Lakhan Das Golki and 3 of his supporters of the other hand came out to and fight with each other and created a law and order problem. They were no doubt a on the spot by local police u/s 151 Cr.PC and stand upto Court for order u/s 107 Cr.P.C. but their supporters and well wishers still had eye over the subject of dispute.

The parties appeared in the Court and filed affidavits and other papers in support of their clauses besides their statements. The following persons filed their affidavits in support of the clauses of the possession of the first party over the subject of dispute.

1. Mahant Prem Das



2. Tula Ram Das
3. Rameshwar Das
4. Mahant Raghunath Das
5. Girihar Das
6. Ram Kewar Das
7. Ram Krishna Das
8. Mangal Das
9. Ram Dhani Das
10. Jai Ram Das
11. Deo Narain Das
12. Ram Iakhan Das
13. Ram Charan Das.
14. Deo Narayan Das.
15. Ram Phool Das
16. Bhole
17. Bajrang Das
18. Ram Badha Das
19. Kedar

20. Deodar Das

Defendants the first party filed the following documents:

1. Rules and Constitution of Nirmohi Akhara
2. Original Deed executed by Mahant Raghunath Das in favour of Mahat Prem Das (first party)
3. Copy of the statement of Ram Lakhan Das given in case u/s 107/117 CrPC
4. Diary of 1957 maintained by Bhaskar Pujari
5. Sita Plai of Shri Ram Janam Bhoomi
6. Copy of application dated 24.2.63 of Shri Bhaskar Das Pujari
7. Agenda register at Nirmohi Akhara

Similarly the following persons filed their affidavits in support of the clauses of the actual possession of the second party.

1. Santoshi Das
2. Hanumantha Mishra
3. Palamisri

4. Shiv Belaki
5. Dhanran
6. Ayodhya Das
7. Ram Khalwan Das
8. Ram Swarup Das
9. Dakshin Das
10. Ram Dayal
11. Seva Prasad
11. Ram Lakhan Das Golki
12. Lakshman Das Shashtri
13. Lakhsman
14. Jamale Nandini
15. Ram Dilari Dara
16. Ganga Das
17. Shobha Ram
18. Balram Das
19. Ram Gopal Das
20. Ram Naren Das

21. Kavita
22. Ram Kumar
23. Dobi Pramod Nagar
24. Basudev
25. Harihar Das

The second party also filed the following documents in support of its clauses.

1. Copy of application dated 21.2.66 by Prem Das – first party.
2. Copy of application dated 17.3.66 by Prem Das – first party.
3. Copy of statement dated 23.7.66 of Shri Prem Narayan, SI Ayodhya in case with Prem Das
4. Copy of the statement dated 23.7.66 for Ashwini Kumar in State vs. Ram Lakhan Das Golki.

On the basis of the affidavits and papers filed by the parties it has to be seen as to when one party called on the other of passing preliminary order within two months immediately prior to it was in actual

possession of the subject of dispute. It is admitted that the property in dispute is under the management of Nirmohi Akhara and that Shri Raghunath Das was Mahant of this Akhara formerly the first party has asserted that Mahant Raghunath Das executed deed in favour of mahant Prem Das first party and appointed him his successor of Nirmohi Akhara with due consent possession of the subject of dispute according to the witnesses of first party was also delivered to Shri Prem Das as far as delivery of possession and coming of the first party in actual possession of the subject of dispute is concerned the second party. The claim by telling as many as 24 affidavits and other papers. It has been argued on behalf of the first party that Ram Lakhan Das Gokki's possession is merely of a servant of the Akhara and his possession cannot be that of the mahant who has the power to manage the affairs of the Akhara having considered on record to find it difficult to come to a conclusion as actually in possession and the subject of dispute dated 27.3.66 or within two months prior to it. The case therefore referred to the learned Munsiff Fyzabad u/s 146 Cr.P.C. to decide the issue. Necessary record of the proceedings is therefore forwarded to him as the



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parties shall appear before the learned Munsiff  
Fyzabnad in Court on 9.3.66.

Sd/-

9.9.66

B.S.Shukla

Fyzabad.

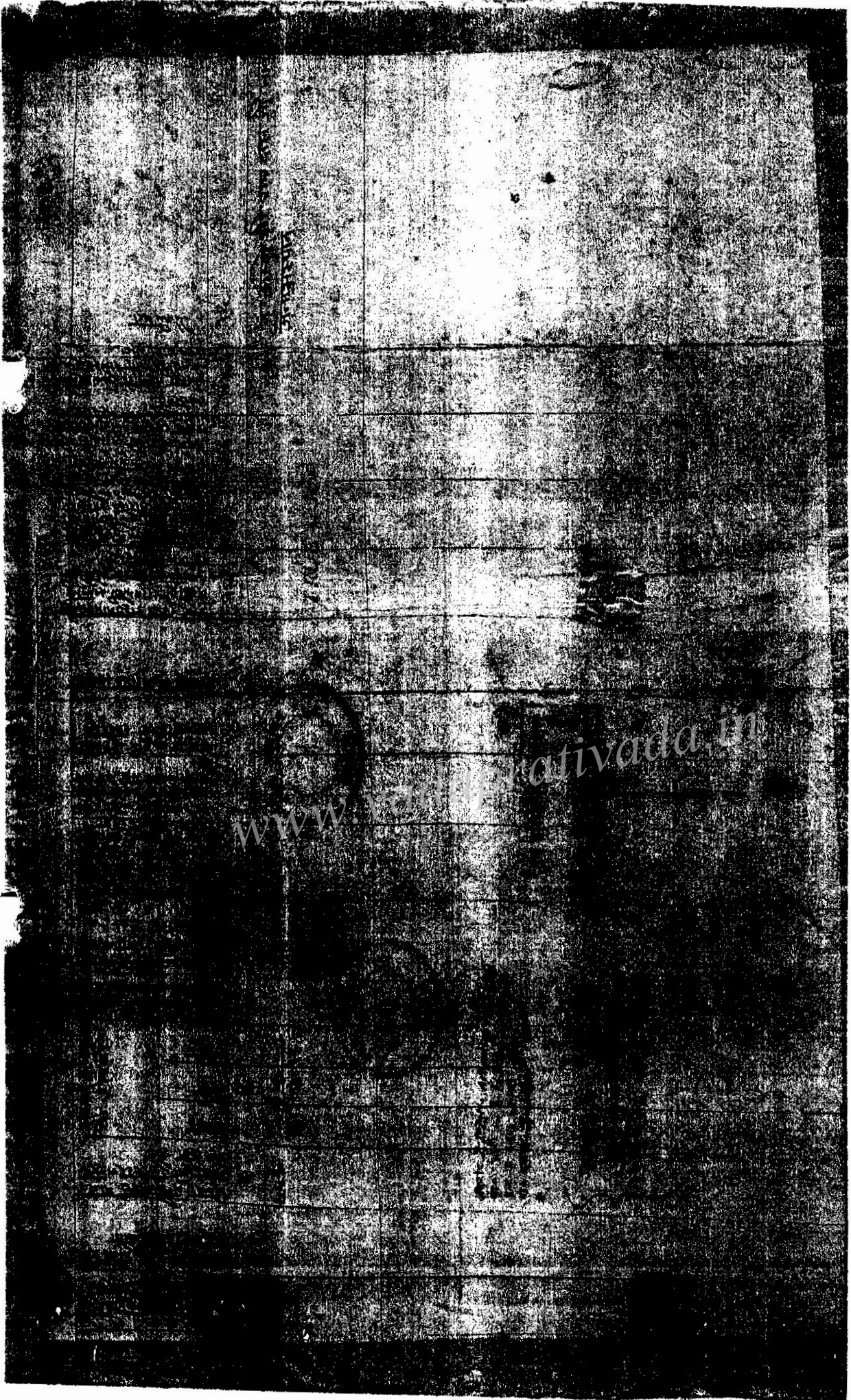
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## ANNEXURE-P20

Annexure A-20

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Copy of Khasra Village Kot Ram Chandra,  
Tehsil Faizabad for 1392 Fasil year.

|                                                              |                                             |
|--------------------------------------------------------------|---------------------------------------------|
| Plot Nos.                                                    | 168, 169                                    |
| Area                                                         | 1 Bigha 7 Biswa 0 Biswasni                  |
|                                                              | 1 Bigha 7 Biswa 0 Biswasni                  |
|                                                              | 0 Bigha 8 Biswa 0 Biswasni.                 |
| Name of the Khata<br>holder according<br>to Part-I Khatauni. | X                                           |
| Name of person<br>according to Part II<br>Kt.                | X                                           |
| Source of Irrigation<br>signs.                               | -                                           |
| Area of Agricultural<br>land                                 | -                                           |
| Kharif                                                       | -                                           |
| Rabi                                                         | -                                           |
| Extra                                                        | -                                           |
| Area of Non-agricultural<br>land.                            | -                                           |
| Land non agriculture<br>area.                                | -                                           |
| Trees type<br>and Nos.                                       |                                             |
| Mango                                                        | 2                                           |
| Imali                                                        | 2                                           |
| Peepal                                                       | 2                                           |
| Kantha                                                       | 2.                                          |
| Remarks.                                                     | Planted by Ram Mangal<br>Das Chela Ram Das. |

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COPY OF EXTRACT NAZUL REGISTER NO. 2 RAM KOT

AYODHYA

1. Serial No. 1
2. Name of village where the land is situate. Ram Kot Ayodhya
3. Particulars and situation. Nil
4. Settlement No. which is entered in Nazul No. 588
5. Measurement according to acceres, road, Poll One bigha six Biswa thirteen Biswansi fifteen Kachwansi (1-6-13-15 Kach )
6. No. and Date of Govt. order by which right was given.
7. Mode of possession and object of user. Sumitra Bhawan Lakmanji Bhoomi Chabutra, Kakkusandi Ji.
16. Remarks. In the possession of Ram Das Nimohi Janan sthan.

Seal

Nazul office

Faizabad 3.1.73

Sd/- Illigible.











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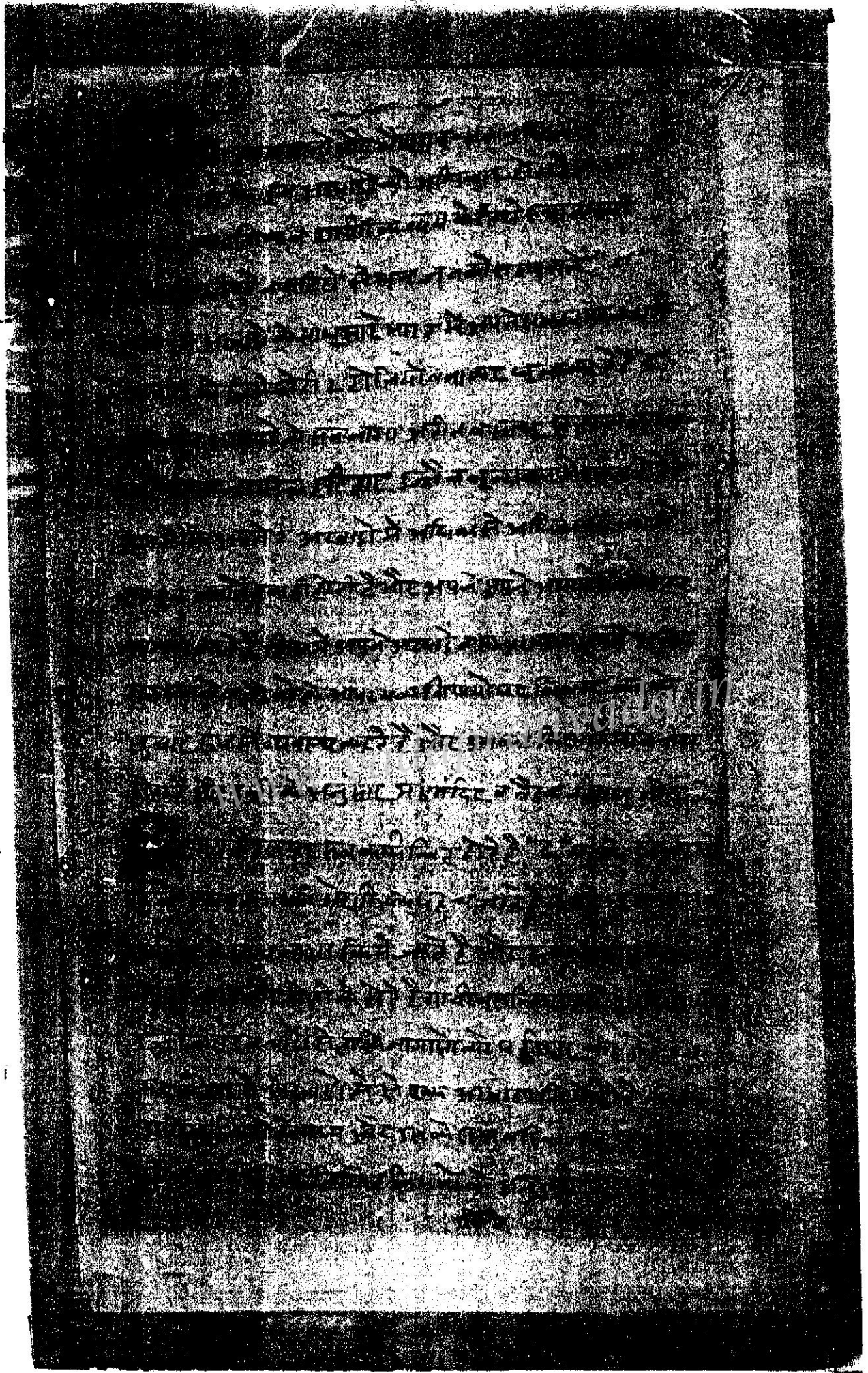


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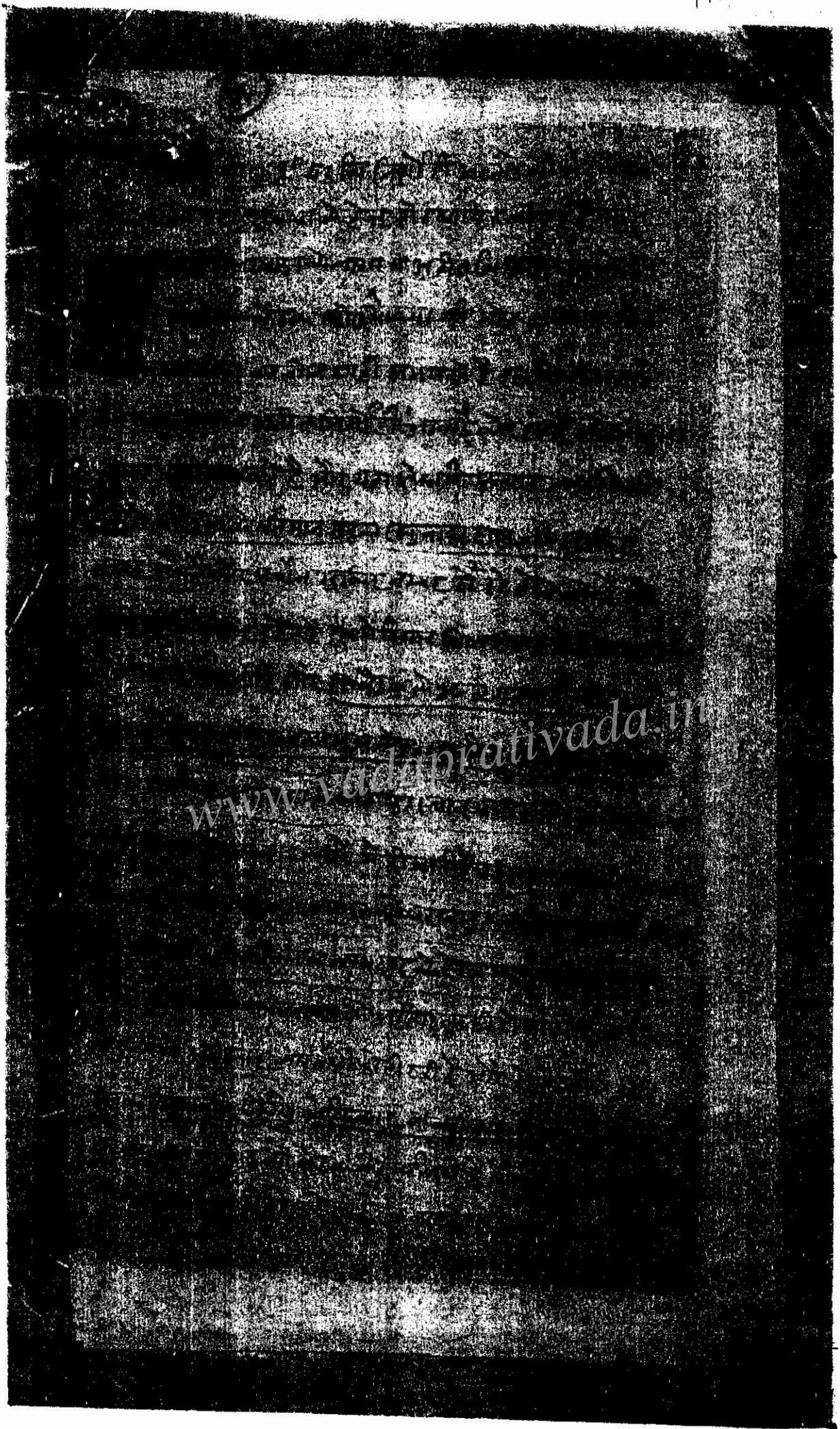




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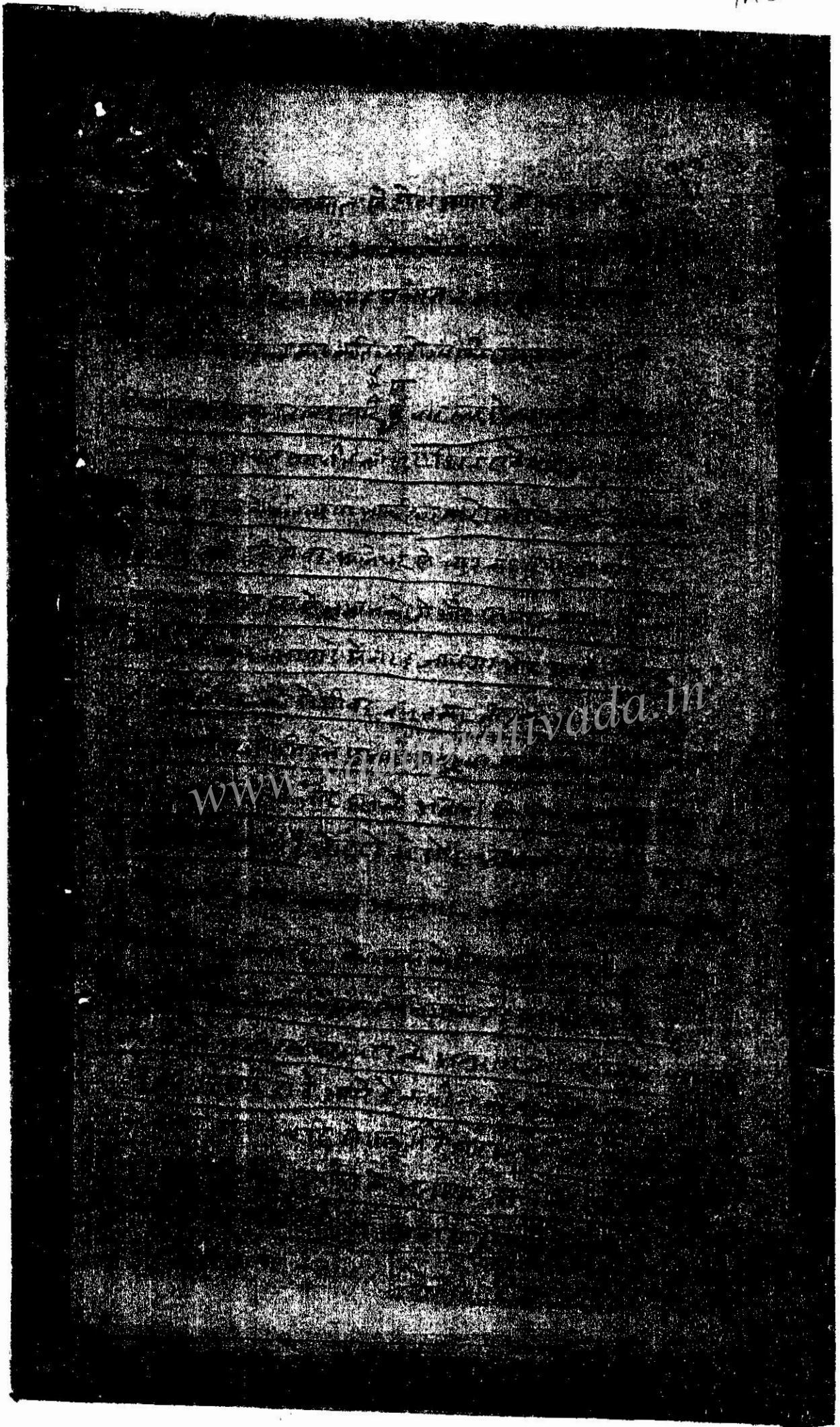












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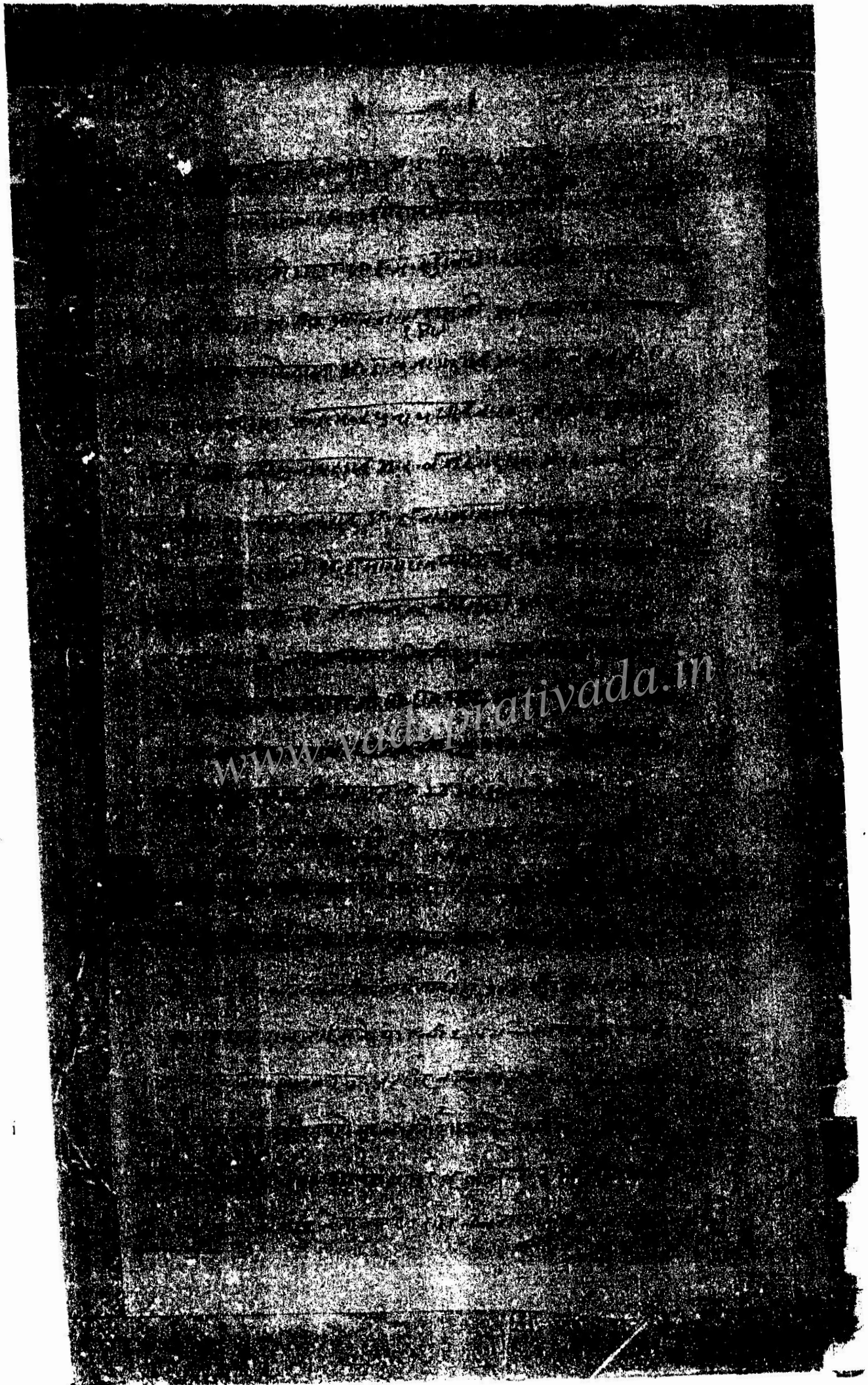
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(91)

(६॥)

१- सै रामसकृपास जी सापंचगी दोपुर  
२- म० भस्करदास गोपापुगपा हुगाने मन्दा  
३- जै राम दास जी निमीही रागना  
४- रामगोपाल दास जी (कोही) जन्म शीत रामगोपालदास  
५- म० माल दास जी लुगुनि मभयन  
६- म० राजा रामचन्द्राजी गो रागना  
७- राम कान्त दास जी निमीही रागना  
८- म० माल दास जी निमीही रागना  
९- म० माल दास जी निमीही रागना  
१०- म० माल दास जी निमीही रागना

१- सै रामसकृपास जी सापंचगी दोपुर  
२- म० भस्करदास गोपापुगपा हुगाने मन्दा  
३- जै राम दास जी निमीही रागना  
४- रामगोपाल दास जी (कोही) जन्म शीत रामगोपालदास  
५- म० माल दास जी लुगुनि मभयन  
६- म० राजा रामचन्द्राजी गो रागना  
७- राम कान्त दास जी निमीही रागना  
८- म० माल दास जी निमीही रागना  
९- म० माल दास जी निमीही रागना  
१०- म० माल दास जी निमीही रागना

वृन्दान् धीरसमीपिनिमोहीनोऽपि  
 ३- म. दीनमदासजी चेलुपल्लभभासाजी  
 गोवर्धन निर्मोहीकराजी  
 ४- रामलक्ष्मणपासाजी चेलुपल्लभभासाजी  
 निर्मोहीकराजी राणाभाट मजोभाट  
 ५- प. वासुदेवदासजी अतीव प्रसूतपादासाजी  
 पासाजी सरीसृपमदासाजी  
 उक्तप्रसातन का समकालीन म. भासादेसा  
 गोवर्धन निर्मोहीकराजी उक्तप्रसातन उक्त  
 प्रस्ताव सदिग. म. भासाजी चेलुपल्लभभासाजी  
 और म. भासाजी चेलुपल्लभभासाजी चेलुपल्लभभासाजी  
 उक्तप्रसातन का भी चेलुपल्लभभासाजी चेलुपल्लभभासाजी  
 जाभा रजिस्टरी कर दे

२- म. भासाजी चेलुपल्लभभासाजी  
 भासाजी

कोई अन्य विषय नहीं उक्तप्रसातन /  
 धन्यवाद के साथ निवेदन समाप्त  
 की गई  
 १०/०५/२०११

Annexure A-22

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ANNEXURE-1

(1) Mahant Raghunath Das Ji Chela of Baba  
Dharam Das Ji, Mahant Nimohi Akhara, (2) Mahant  
Hari Das Ji Chela Baba Govinda Dasji, (3) Mahant  
Raghunath Das Ji Affet Baba Ram Bodh Das Ji,  
(4) Mahant Bajrang Das Ji Chela Baba Prayag Das  
Ji, (5) Mahant Sukhran Das Ji Chela Baba Jagdeo  
Das Ji, (6) Mahant Bajrang Das Ji Chela Baba Har  
Bhajan Das Ji, (7) Mahant Manak Nandni Saran Ji  
Chela Baba Saket Behari Saran Ji, (8) Mahant  
Rameshwar Das Ji Chela Baba Ishwar Das, (9) Mahant  
Baldeo Das Ji Chela Baba Mohan Das Ji, (10) Naga  
Rama Piaray Das Ji Chela Baba Hari Das Ji, (11)  
Naga Ram Lakhon Das Ji Chela Baba Ram Padmarath  
Das Ji (12) Naga Girwar Das Ji Chela Baba Charan  
Das Ji, (13) Naga Satrihan Das Ji Chela Baba  
Triveni Das Ji Pardhan Nimohi Akhara by Caste  
Vairagi by profession Puja Path r/o Nimohi  
Akhara, Mohalla Ram Ghat, belongs to city Ayodhya  
Pargana Haveli Oudh Tehsil and District Faizabad.

That a Baithak of Nimohi Akhara is  
situate in Mohalla Ram Ghat since ancient time  
and is popularly known as Nimohi Akhara. Tradi-  
tionally it has got it's own procedure for installa-  
tion of Mahant, for the removal of the Mahant,

.../-

for the removal of the Mahant, for formulating rules regarding it's Sadhus, right and duties of Panchas with an special way, which is being recognized by decades. No proceeding can be taken against the recognised rules of this "Baithek" belonging to the Sadhus of Nimohi Akhara but these customs did not find place in writing. So far that is why some defect to the derogation of the prestige of Akhara due to malafidies act of some 'Mahanthas'. We have rectified so up its errors and we further want that this Akhara should maintain it's own repute. It had achieved its repute in past. It is possible that again some dis-obedience against the recognised rules of Akhara may occur. If its rules and customs are not reduced in writing and it will also safe future dispute in Akhara and it's derogation. We have thought it necessary to codify the ancient customs of the Akhara to enable its proper administration and also we can follow its rules and the Naya affect Mahanthas, Sadhus and Panchas will be bound to follow it to improvement of Akhara and its object may not be defeated. Thus we in the state of sound health,

.../-



body and mind and willfully declare the following rules and customs of Akhara and we admit by conceding that these customs and rules of the Akhara is coming down in continuity forever and we alongwith our heirs and all Panchas and Nagas and Mahant and Sadhus will follow the same and all the activity of Akhara will continue to proceed from the said rules and customs.

That one Shri Swami Brijji Nand and Bala Nand Ji for propagating the Shree Chatur Sampradaya, For its up keep and improvement have installed three Brigades (Anni) known as Nimohi Digambar Nirvari comprising in its seven Akharas known as Nimohi, Santokhi, Maha Nirvari Digambar, Khaki, Nirvari Akhara, Nalalumbi. Since five hundred years ago they had the following procedures, customs and conception and all these seven Akharas that is all these tallies of sadhus are installed on Militant pattern.

Para "A" - That a sadhu from Shree Chatur Sampradaya who by leaving his services to his Guni sthan does render his services from whole of the Sampradaya by entering and following the rules of Akhara is called Akharanai.

.../-

That Sadhoo who joints the fatemity by obeying the rules of Akhara is called Akharamal and that Sadhu can live with any of the Naga of Akhara by proceeding in different stages will get Naghapanah and he will be called his sadhik and that sadhu can room lonely with Jmat and thus every Sadhu and every Jmat are integral part of the Akhara the stages from which the sadhu are ellivated to the post of Naga they are as follows:-

The first stage is new comers "Yatree" work is to bring brush for his Naghatheet.

Stage No.2. Chora, his work is to accumulate waters for taking baths for the elders Nagatheet.

Stage No.3 - Bandagee-Darr his work is to clean mess to wash utencils of Chechan and to clean Bhagawat place and to study about arms.

Stage No.4 - Hurdanga - his work is to cook food for God and to saint thaal dicees to diety and to left Nishan and arms and to get speligation in any of the arms.

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-: 5 :-

Stage No.5 - Morathie - his work is to worship the God and to put slogans of Jay to God and be specialized in arms.

Stage No.6 - Naga - his work is to awaken worshiper and desciple and to arrange for Kumbh and to surve for God and its worshipers their and after morning Jamat downward for the protection of Math and Mandir and followers of Faternity and to propagate religious.

Stage No.7 - Ateet - who ever after following six stage inter into this stage is bound to worship God to impart education to the followers of the Akhara and to resolve all the problems of Akhara and should up keep it.

Para 'B' - Whenever the Sadhus after travelling all these stages become Naga then he is called as Panch of Akhara and entitled to participate in every problem of Akhara and is also entitled to discharge work of Akhara and Naga Ateet discharges all the work of Akhara.

Para 'C' - It is duty of Akhara to work for progress and improvement and for protection of the Chatur Sampradaya and they are bound to

.../-

to protect invasion of the other religions and other groups and by protecting the gurus and saints and other Vaishnavits.

"DA" - That these Akhara have a right to take monetary and man help from other Mahants and Mathadish for construction of Special and Physical structure of their Sampradaya.

"JA" - That the gurus of this Akhara after forming a small group travel throughout the India for propagating their religion and Sampradaya.

"Daa" - That every guru and Nagateet of this Akhara do assemble at every Kumbh for exam in at Prayag, Nasik, Haridwara, Ujjain and Brindavana where they assemble in very large number with his Janat belonging to each Akhara and they do held a big writing of their own Akhara where they decide their internal matter and after discussing on important matters do administer a proper arrangement of their Akhara, their such a regulation passed there it is recognised by all and they are in larged upon all the sadhus Matha and comprising the said Akhara.

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-: 7 :-

"DHA" - That those Sadhus who had reached to the stage of Naga is given the post of 'Naga' on these assembly of Sadhus with performing a great ceremony. Naga belongs to all four (Seilee) division known as Basantiya, Haradwari, Sagariya and Ujjainiya. Nagas of all these four (Patti) division become a co-shares to each other.

Para 2. That out of seven Akhara, one Akhara is Nimohi which is governed by same customs, rules and traditions as are applicable to other Akharas.

Para 3. That several "Baithak" of Nimohi Akhara have been installed at different pious places of India for the sake of convenience that the Sadhus and Nagas of Akhara can take rest there. There is one 'Baithak' at Mohalla Ram Ghat of Ayodhya from the time of the Muslim rulers. Wherein Janat. Sadhus and Nagas of Akhara live and seldom ams there and used to take rest there. The propoganda of religion and its protection is conducted from here, and its present reiging Mahant is executant No.1 Mahant Raghunath Das and Executant No.3 to 13 are its Panchas and Sadhus are living under their control. Several Mahants of different point of time had earned propatus

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-: 8 :-

for it and Akhara has got several temple in it. Amongst them one temple Janam Bhoomi at Mohalla Ram Kot and one temple at Mohalla Ram Ghat in Ayodhya are situate as famous temples. The scheme of management of these temples are being given in this deed of arrangement. That the custom and ceremony of this Akhara, a custom for the selection of Mahants and their removal with their right and duties regarding maintenance of the properties Akhara apart from being above one disciple the following additional specializa-  
 www.vadaprativada.in  
 tion according to which proceeding of Akhara had been conducted and shall continue to be conducted for which we shall be bound "Right and duties of Panchas".

Para 1 - It is the duties of Bai thak of Akhara to render service of the Sadhus of Akhara to up-keep them and also protect propagation of religions its improvement and the protection of Shatur Sampredaya.

Para 2 - That this is the Panchayati Bai thak. That every Nagateet of Akhara has got a right of up-keep the management of the society and has got

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-: 2 :-

a right to select Mahants and remove his upto exercise his vote if he is present in Panchayat. And these Nigateet are called the Panch of general body the Mahant is the only the owner of the Akhara in the shape of a Manager on behalf of all Nigateet and the property of Akhara is endowed property.

Para 3 - That every Sadhu of this Akhara can live in these Baithaks and can get food and clothese if he used to follow the tradition of Akhara. But a Panch of Executive Committee of Akhara, a Mahant cannot take charge of Pujari of temple Janm Bhoomi so long he does not discharge his views of Panchayat of Akhara with the exception that he will get all rights and duties as narrated in para 2.

Para 4 - That a committee is formulated constituting form amongst the Nigh Ateet Sadhus the Panchas, one Sarpanch, one Mahant for the proper administration of Akhara. This committee used to look after all the work of Akhara. It is duty bound to see it that no omission or defect could occur in administration and traditions of Akhara or any properties of Akhara may not be wasted or

.../-

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-: 10 :-

in any way damaged and if it finds any defect in administration of Akhara, it may try to rectify it or if it finds any property of Akhara is put to loss it should save it and all the administration of Akhara should be got done by Mahant and if any Mahant gadhu or Panchas are carrying some defects or they are indulging in affairs against the view of Panchas, the Committee should try to correct them and if they resile to accept the views of Panchas are entitled to remove them by resolution and may select in their place, some other Mahant or Panch in general committee of the Akhara.

Para 5 - There shall be thirteen members of Executive Committee and the maximum number would be twenty one amongst them one shall be a Mahant, One Surpanch, one Up-Surpanch, others Panch which all of them will continue till their life if they are not removed or they did not resign or lest they died.

Para 6 - That administrator of committee shall be entitled to select a Mahant and Panch of Akhara before the general committee i.e. before the all Naga Ateet gadhus of Akhara as defined

.../-

in Para 2. If the post of Mahant or Panch has fallen vacant due to the death or resignation or removal as enumerated in para 4 of the deed.

Para 7 - That every Panch of Executive Committee shall be duty bounden to participate personally in the work of Akhara and should see in his guidance all the work of Akhara as far as it may be possible, Two panchas of Akhara shall be appointed by this Committee to look after the property of Akhara for-ever. One Panch shall be appointed at Mandir Janan Bhoomi and appointed Panch shall be duty bound to discharge their duties for the work deputed to them and to get accomplished by authorities.

Para 8 - That no Panch will get any remuneration for the work done, it would be their personal duty to work for Akhara.

Para 9 - That all the expenditure and income shall be in the hand of Mahant and "Golikh" Treasurer and the mony can be spent by Panch for the deputed work of Akhara by taking from them but Mahant Golki shall be duty bound to convince the accounts.

Para 10 - That whenever any of Panch of Akhara

.../-



died issueless, his property comes to the pool of properties of Akhara and shall ever come to the property of Akhara.

Para 11 - That the decision of Panchas who have been referred in para 2 shall be acceptable of this Baithak with regard to selection of Panch and Mahant as well as for their removal but against or in its favour the decision of Baithak of Akhara at Kumbh shall be final and above all and shall be binding.

DUTY AND RIGHT OF MAHANT

1. That Panchas of Akhara as referred in para 2 whoever or Ateet who had experience of rearing with Akhara or who does it and shall be eligible for Mahantship is selected by majority of votes if any Mahant of Akhara dies or is removed or himself resigns and shall ever in future be elected likewise but according to respect of fraternity of Vaishnavs and brotherhood of other Akhara of locality, do assemble in the ceremony and offers Chaddar and Kunti and shall ever do likewise in future.

2. That all the properties of Akhara and

.../-

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all temples under Akhara is recorded in the name of Mahant and shall ever be recorded and all the court's work and practical work shall be conducted by Mahant with advice and help of Panchas.

3. That Mahant cannot perform any work against the vote of Panchas and shall be bound to perform every work with resolution of Panchas.

4. That Mahant will arrange all that is required to carry out the affairs of Akhara and temples under it and shall have to get performed Raj Bhog Samiyis, Utsava and Puja Poth of every temples according to customs properly.

5. That it shall be the duty of Mahant that he will see that all Sadhus and Naga Ateet of Akhara living there may get food and clothes according to the need.

6. That all the properties standing in the name of Mahant and all his Cash money shall be the property of Akhara and shall be its walkf property and he shall have no right of mortgage or sale or Hiba or will or cannot give it to any body in any way and shall not incur on it any loans and cannot create any charge over it and no property of

.../-

-: 14 :-

Akhara can be attached or can be put to auction in lieu of any debt. Mahant shall keep preserved all the properties of Akhara and if any fault is committed, the Mahant can be removed by Panchas.

7. The Mahant will have to keep all account of expenditure and income and shall convince the account to Panchas.

8. The Mahant shall keep his character bright according to custom of Akhara of Nimohi and also of customs of Bairagies and shall live with appearance of vairagies custom and according to Vaisnaves religion and if any default in it is found, the Panchas shall have right to remove him.

9. That if Mahant is working against the Panchas and does not rectify himself even after the warning of Panchas the Panchas will remove the Mahant of Akhara.

10. That the right of Mahantship cannot be given in succession to his Chela or Sodiq Chela or Guru Bhai by Mahant, nor can any Mahant nominate his successor Mahant.

.../-

11. That Mahant of Akhara with advice of Panchas can remove any Sadhu or Naga ateeet of Akhara who are working against the advice of Panchas or carrying some such fault in him may be found which may be against the customs of Akhara or which may be condemned by Akhara or he may be damaging some property of Akhara.

12. All the Puja, Charkhawa by disciples and followers to Mandir and Gaddi collected by Mahant, shall be the assets of Akhara and Mahant is not entitled to take even a single penny and it will be duty of Mahant to enhance it.

13. That Mahant will have to keep common treatment towards every Sadhu of Asthan. May be he the Chela of Mahant or not and he should make every Sadhu who enters in Akhara stage by stage upto Naga.

14. That these Grihastha who shall be disciple of Mahant belonging to Gaddi of Akhara and Panch or Naga or Sadhu of Akhara except Mahant will have no right to make Grihastha Chela but can make only (Virakat) celebrate disciple.

.../-

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-- 16 --

15. That if a Mahant is removed or resigns, he shall not be entitled to get any maintenance and all the properties standing in the name of Mahant belonging to Khara shall stand transferred in the name of next coming Mahant. If he is not removed with the charges involving moral turpitude and he is living in the Khara shall be entitled to receive foods and clothes similar to other Nagasteet.

16. That the successor of Mahant shall not be entitled to get any property recorded or in possession after the removal or death or resignation of Mahant.

17. That Mahant will make appointment of Servants or their removal with decision of Panchas.

18. That Mahant will get food, clothes and pocket money according to his caliber and also according to the budget of Khara and which shall be decided by Panchas, Executive Committee.

19. That Mahant shall be liable for accounts of expenditure and income and he will be liable to take money whatsoever it may be by written permission.

.../-



DUTIES AND RIGHT OF GOLKI

1. That Panchan of Executive Committee will elect one Panch as Golki who will continue in his post for three years. He shall be again selected after three years for the post of Golki. Same person can be elected again and again. For this post by the majority vote. That no elected Golki will have a right to continue after expiry of three years to stick himself to the post of Golki. Panchan can remove the Golki within three years of his tenure, if the dishonesty and immorality is proved to the wisdom of majority of Panchan.

2. That Golki shall have to keep correct account of expenditure and income of the properties of Akhara and of temples under it and shall have right to keep only upto Rs. 100/- with him from the income and if income exceeds the above amount shall be deposited in treasury and this treasury will carry four locks of which one key shall be with Golki, one key shall be with Mahant and other two keys shall be kept by other Panchas.

.../-

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3. That such money which the Golki will disburse to other for expenses with the command of Mahant shall obtain a receipt and shall take account after its expenditure.

4. That Golki will not spent any money by himself or get it spent by other with written permission of Mahant.

5. That Golki will take account of income and expenditure from Mahant and all income shall first come to the hand of Mahant will next go in the hand of Golki.

6. That Golki will have to convince the Panchas of yearly expenditure and income and after the accounts are checked, he shall get his khata signed by the Panchas of Executive Committee.

7. That Golki shall be in charge of all movable properties of Akhara and he shall keep a register systematically and whatsoever movable he give to other shall take it charge again in toto and he shall get the charge of temple's movable from one Pujari to another in his presence and he finds any shortage he will

.../-

recommend the Panchas and Mahant to realise it from whose custody shortage have been found.

DUTIES AND RIGHTS OF SADHUS

1. That those Sadhus who belong to Nirmohi Akhara and were continuing to follow the rules of Nirmohi Akhara, can live in this Baithak of Akhara and when such Sadhus are installed as Naga of Akhara at Kumbh shall become the general Panch of Baithak and if they join to the proceedings of Akhara then they can be elected as Panchas of Executive Committee of Akhara and every Sadhu of Akhara shall be bound to obey the rules Virakt Chatuh Sampradaya and in the work of temple shall follow the traditions and if they are found in any way immoral or they are formed indulged themselves against the rules of Akhara shall be removed by Mahant with the advice of Panchas and at that event they shall not get any right in the Baithak of Akhara, nor their any objection shall be heard but if they obtain any decision at Kumbh, they can be included in the Baithak of Akhara with the permission of Panchas of Kumbh.

.../..

2. That those Sadhus who will live in the Baithak of Akhara will get food and clothes for ever and nobody can make any Grhastha disciple in Akhara and if any Sadhu dies without any chela, Sadiq Chela or without Miti Chela, then his property shall be owned by Akhara and the Sadhu of Akhara will get no right to execute by will or gift Deed any of his property to other men who may not be living in Akhara but his succession shall succeed him for ever as owner.

3. That Chela or Sadiq Chela shall be from any Sadhu, Panch or Mahant and he shall have to perform all stage from Yatri, Chora, Bandgidar Hurdarga Murai thiya to become Naga according to the custom of Akhara. Non compliance of such custom will entail his removal.

4. That those Janats coming from outside will like to opt to participate in this Baithak shall have to follow the above rules of Sadhus and they shall get rights according to this deed.

5. That if the Sadhus of Akhara do like to construct any house, they can do so on the land of Akhara after obtaining written permission

.../-

from Panchas of Executive Committee at their own cost or can get renovated any delapidated house of Akhara and can live in it with permission according to the rules of Akhara. But can have no right to mortgage or sale it and cannot even give it to any body else. It shall always remain in ownership of Akhara. If there is found no chela or successor chela or if it found that there is no Guru Bhai to him, then it will come in possession of Akhara.

TEMPLE JANAM BHOCMI

1. That temple of Janam Bhocmi is situate in Mohalla Ram Ghat of city, Ayodhya which is under the Baithak of this Akhara and its whole management is trust upon to this Akhara. It stands in name of Mahant of Akhara as Mahant and Manager. This is the best well reputed, moorty of worship temple of Ayodhya. Being the birth place of Lord Rama, it is the main temple of Ayodhya. The deity of Shri Ram Lalaji is installed there and there are others deity also. Its management regarding Bhog Rag Puja Path Utsova Samiyia which is being done from the ancient times will continue to be performed and there shall be no negligence in it.

.../-



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2. That every Panchas and Mahant shall take care of this temple and it shall be duty of every Panch and Mahant to see that Sewa, Puja, Samiya Utsava etc. of Shri Ram Lalaji is properly performed and to protect its movable and immovable property and if any fault is found in it of any Panch or Mahant of his neglect of duty or care-taking shall be removed from his post and even Panchan Akhara will have no right to pardon him and that removed person shall have no claim in Akhara and every loss to Akhara by his conduct shall be realised by him.

3. That numbers of Pujari cooks and waterman servant, who were living here since long will continue to such and one Panch and Mahant himself will live here apart from this as they were living before. The number of Sadhus can be enlarged with the increase of income in future.

4. That a Budget for the expenditure of temple shall be fixed in the Baithak of Executive Committee. But there would be no curtailment of any customary act of Bhog, Raj Sewa, Puja etc. which are being conducted since long and it will developed with the increase of income.

.../-

5. That every Sadhu Mahant or Panch will put such treatment with pilgrims which may be according to status and repute of the temple and anybody conducting against this shall be taken to task by Panch Committee.

6. That executive committee can make any arrangement for its proper conduct according to above rules "Mandir Vijay Raghe Ji Birajman in Nirmohi Akhara".

7. This temple of Akhara did exist since the establishment of this Paithak of Akhara. The deity of Thakur Vijay Raghe Ji is installed in it, whose seva, puja, Smriti, Utsava shall continue to be performed as it was being done in past. The budget for its annual expenditure shall be prepared by Executive Committee according to which its expenses shall be met out. Its supervision shall be conducted by Mahant and Golki.

Therefore this deed of agreement is being reduced in writing for evidence and may be utilised in time.

NOTE: In seventeenth sentence of first stamp

.../-

after the word "One" and in 21st sentence "Hota Hai" and in 28th sentence the word "U" is written stout, and the word "One" and "Hota Hai" is written upward. The letter "KA" in 21st sentence is stout. In page 3 in 14th sentence word "Shreni" is dubious and in sentence 15 the word "Vidya" is struck out. The words "Shreni" and "Murthyia" is dubious in the sentence and in 33rd sentence "Ea" is struck out and the word "Dulli" in para 4 is deleted and "Telli" is written upward. This is in 14th sentence. In sixteen sentence the word "One" in word "Nagawas" is struck off and in 27th sentence word "Vishram" the letter "Shra" is written stout and in page 5 in sentence 13 the word "Yahi" is written above the sentence and in 14th sentence the word "general" is struck off and in 15th sentence the letter "the" in word "Vyabstopok" is dubious and in 22nd sentence the word "Primali" is dubious and 25th sentence the letter "Tee" is stout in the word "Ateet". In page 6 in its 12th sentence the word "USkey" is upward written and the word "Dou" in 14th sentence is stout, and the letter "Ka" is struck out and in page 7 of its 28th sentence the word "gwa"

.../-

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is struck out and in page 8 of its 22nd sentence the letter "Thee" in word "Utttradhikari" is stout and the word "Ki Dakh" in 40th sentence is struck off and the word "Tadchutya" in sentence 11 of the page 9 is struck out and in 19th sentence the word "waa" and in 28th sentence the word "Waa" is struck off and in page 10 the word "Barshike" in page 10 of 17th sentence is struck off and in page 12 the word "anga" in sentence 9 is struck off and 20th sentence the word "Chha" is struck off and in sentence 30th the word "Tak" is upward written and in 33rd sentence there is upward within and in 35th sentence word "Vidhi" is struck off.

Sd/- Girwar Das

Dated 18. March 1949 A.D.

Nawal Kishore Lal Deed writer, Sub Registrar, Faizabad.

Boundary of Temple

Janan Bhumi situate in Mohalla Ram Kot, City Ayodhya

East Temple

West Part

North Road

South Part

Valuation Rs. 1,000/-

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Boundary of Akhara Nimochi situate at  
Mohalla Ram Ghat, City Ayodhya.

|       |         |
|-------|---------|
| East  | Temple  |
| West  | Gali    |
| North | Road    |
| South | Miraina |

Valuation Rs.4,000/- This is all

Naval Kishore

Deed Writer

No.241 dated 17.3.49 General Stamp of valuation  
Rs.60/- Mahant Raghunath Das Chela Baba Dharam Das.

| Fee Registry | Fee         |
|--------------|-------------|
| 30/8/0       | 10/15 16-00 |

Presented by Mahant Raghunath Das Chela Dharam  
Das, Vairagi Profession Puja Path r/o Mohalla  
Ram Ghat, City Ayodhya, before Sub- Registrar,  
Faizabad today on 19.3.1949, on Saturday between  
11 to 12 A.M.

sd/- 19.3.49

sd/- M. Raghunath Das Self.



**ANNEXURE-P24**

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Annexure A-241

AGREEMENT

I, Mahant Ramkevaldas Atit Baba Gopal Das Ji am the resident of Nirmohi Akhara, City Ayodhya, Faizabad. I do hereby declare under my free volition that Sh. Panch Ramananddeep Nirmohi Akhara, Ramghat, Ayodhya is a Panchayati Religious society. Mahant of above society are elected by Panchs. Mahant are responsible to carry out the works of Akhara as per the Bye-laws of Akhara with the consent and opinion of Panchs. A Mahant cannot independently execute any gift-deed, mortgage-deed etc. as regard to the properties of this society, but if he indulges in above act then he may be removed from the post of Panch. I am Panchayati Mahantas per Para No.6. I am not that much literate. I have also grown quite old. Therefore, under my free volition, in good disposing state of mind and without any coercion, I do hereby write that all the Panchs shall take care of the dispute being pursued in the Courts. I do not have any kind of objection in this regard, nor shall I have any objection in future. Therefore, the suits filed by me in the Court be withdrawn by virtue of this deed. I have executed this deed under my free volition, in good disposing state of mind and body, without any coercion, as a testimony, to be used at times when needed.

For appropriate use by Vasudev Das Ji Vasan City, Ahmedabad.

Sarpanch Ramswarup Das Ji

Sh. Panch Ramananddeep Nirmohi Akhara shall bring in use this deed in the interest of Nirmohi Akhara.

Written By: Maniram Das

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Mahant Ramkeval Das Disciple of Gopal Das Rao.  
Ayodhya, P.S. Kotwali.

Sd/-illegible Ram Keval Das

I identify to Mahant Ramkeval Das who has  
signed before me.

Sd/-illegible Laxmikant Mishra, Advocate

Date: 25.6.88

(TRUE TRANSLATED COPY)

[www.vadaprativada.in](http://www.vadaprativada.in)

[www.vadaprativada.in](http://www.vadaprativada.in)

६०. सामाजिक ६

[illegible]

रही थी

२७  
श्री गुरुदेव कीर्तन रासो नाम १७  
गोपी लालदा रामदाद व राम दास मुनि  
प्रणेत्या श्री

१- श्रीराम दत्त जी महाराज जी का जन्म १८८० ई. में हुआ था।  
२- श्रीराम दत्त जी महाराज जी का जन्म १८८० ई. में हुआ था।  
३- श्रीराम दत्त जी महाराज जी का जन्म १८८० ई. में हुआ था।



**ANNEXURE-P26**

*Annexure A-2A*  
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Today on 23<sup>rd</sup> June, 1988, a meeting of Ramanandi Nirmohi Akhara held under the chairmanship of Hon'ble Ramswarup at Sidhipur Mandir, Ayodhya, Ramghat, in which following Panchs and Atit of Akhara have participated:

1. Mahant Ramswarup Das Ji. Sarpanch Sidhipur.
2. Mahant Bhaskar Das Naga ... Hanuman Garhi.
3. Jairam Das Ji Nirmohi Akhara.
4. Rangopal Das Ji... Janmbhumi.
5. Ram Mangal Das Ji R/o. Sumitra Bhawan.
6. Mahant Rajaram Chander Acharya Ji R/o.
7. Ram Bachan Das Ji R/o Nirmohi Akhara.
8. Govind Das Atit Narayan Das Ji.
9. Naga Chintamani Das Ji.
10. Mahant Ramdev Das Ji, Nirmohi Akhara.

Proposal:

For considering the registry of agreement executed by Sarpanch Mahant Ramswarup Das Ji regarding the ... Sthan previously approved by Nirmohi Panchayati Akhara and Panchs of above Akhara.

Resolution:

This proposal was read over, on which discussion was made among the Panchs. Rangopal Das has proposed that Dev Narayan Das in place of Ex. Panch Ram Das, R/o. Sumitra Bhawan. Rammanga! Das Disciple of Ramdas ... Rajaram



Chandracharya... Disciple of Sh. Raghunath Das. who have been...., therefore, I verified them as Panch and proposed for filling posts vacated due to the death of Rameshwar Das Ji, Narayan Das Ji and ...due to indulging in acts contrary to the rules of Akhara and owing to their not staying at the Akhara. Some posts are already lying vacant. Names of proposed new Panchs:

1. Bairagdas Ji Nirmohi Akhara, Ayodhya.
2. Laxman Das Atit Rampyare Das Ji, Vrindavan ... Nirmohi Akhara.
3. Mahant Tikam Das Ji Disciple of Ballab Das Ji, Goverdhan Nirmohi Akhara.
4. Ramlakhan Das Ji Disciple of Haridas Ji Nirmohi Akhara, Ramghat Ayodhya.
5. Mahant Vasudev Das Ji Atit Anusuiyya Das Ji Vasan Seri, Ahmedabad.

Aforesaid proposal was supported by Panch Bhaskar Das Ji after discussion. Therefore, proposal was unanimously passed and even this proposal was approved that Sarpanch shall execute registry in the names of above all Panchs.

2. Other issues with the permission of Hon'ble Chairman:

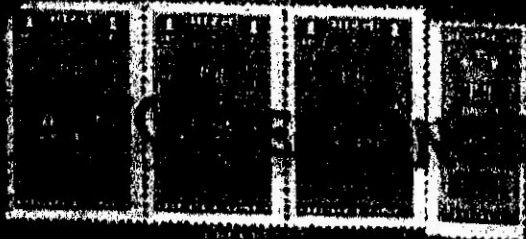
No other issue was raised.

Meeting concluded with thanksgiving.

Sd/-illegible

Mahant Ramswarup Das

(TRUE TRANSLATED COPY)



N.S.R. 3-50 Affixed

ये कि म० रामस्वरूप दास बेली म० रघुवरदास सरपंच की फी रामानन्दोय निमोही

बलाडा रामाट प्रयोच्या का ह । मिसुकि स्थान सिद्धोपुर की मो महन्म ह ।

कि रामानन्दोय निमोही बलाडा की एक बंडक प्रयोच्या रामाट मे ह किता

की रामानन्दोय निमोही बलाडा की एक बंडक प्रयोच्या रामाट मे ह । निमोही बलाडा पाकान

हकी एक प्रजापती म० ह इसकी समस्त कार्यवाही फी बलाडा प्रजापती से होती ह

किता एक प्रजापती प्रजा ह किता की समस्त कार्यवाही फी बलाडा प्रजापती से होती ह

इसकी प्रजापती की एक रीति रिवाज व नियम किता की एक प्रजापती से होती ह

इसकी प्रजापती की एक रीति रिवाज व नियम किता की एक प्रजापती से होती ह

इसकी प्रजापती की एक रीति रिवाज व नियम किता की एक प्रजापती से होती ह

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इसकी प्रजापती की एक रीति रिवाज व नियम किता की एक प्रजापती से होती ह

इसकी प्रजापती की एक रीति रिवाज व नियम किता की एक प्रजापती से होती ह

इसकी प्रजापती की एक रीति रिवाज व नियम किता की एक प्रजापती से होती ह

इसकी प्रजापती की एक रीति रिवाज व नियम किता की एक प्रजापती से होती ह

इसकी प्रजापती की एक रीति रिवाज व नियम किता की एक प्रजापती से होती ह





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(3)

14- वासुदेवदास चला अतीत अनुश्रुत्यादासजा वासनसेट अहमदाबाद

15- मनोरामदास चला म० रामकेवलदास सा० निरमोहा अलाहाबाद

धारा 2- यह कि उपरोक्त पन्नों में क्लक पन्नों का पुष्टि प्रस्ताव दिनांक

22-6-00 से निरमोहा अलाहाबाद के पन्नों ने किया है।

धारा 3- यह कि निरमोहा अलाहाबाद के उत्थान और वास्तित्व के लिए

जहरा हो गया है कि पूर्व रिवाज व अलाहाबाद का रीति रिवाज व

नियमों व परम्परा के अनुसार मुकदमों का देखभाल पंचान अलाहाबाद

गरपन्ना के ताकि अलाहाबाद का पंचादती व्यवस्था कायम रहे और वह

राय के काम होता रहे।

धारा 4- यह कि चूंकि निरमोहा अलाहाबाद एक पंचादती म० है इसका समस्त

कार्यवाही एक विशेष प्रथा के अनुसार होती चला आया है इस वेंक

का प्रत्येक गांधी व पंच मान्य है। पंचान अलाहाबाद हा अलाहाबाद के

मदिरों व जायदाद के रक्षा हेतु और पन्नों को पूरा अधिकार है कि

अलाहाबाद का जायदाद का रक्षा हेतु व अलाहाबाद का जायदाद के लाभ के

लिए अलाहाबाद का तरफ से मुकदमा दायर करे या कोई मुकदमा वह स्थिति

प्रतिवाद लड़े।

धारा 5- यह कि रिवाज न बाबा साधुवान अलाहाबाद श्रेणी नागा वन जाते हैं

तो वह अलाहाबाद के पन्नों के जाते हैं और उनके अलाहाबाद के प्रत्येक विषय

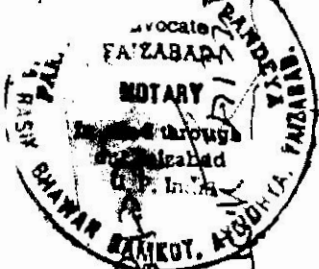
में मत प्रदान करने व अलाहाबाद के कार्य करने का हक होता है और

नागातात अलाहाबाद का समस्त कारवार करते हैं।

धारा 6- यह कि निरमोहा अलाहाबाद का कं वेंक है इसका एक वेंक अलाहाबाद

के अन्तर्गत एक मदिरा श्री रामलक्ष्म मूमि रामकौट अलाहाबाद व मदिरा

अलाहाबाद रामकौट अलाहाबाद है जो प्रतिष्ठित स्थान और प्रसिद्ध है।



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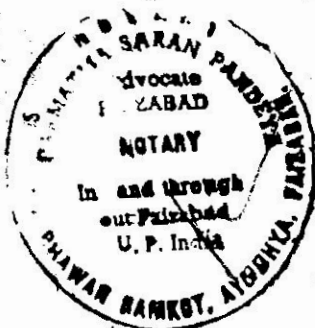
(4)

धारा 7- यह कि ब्रह्मांड की अवस्था के अनुसार ब्रह्मांड की अवस्था सुचारु रूप से चलाने के लिए एक पन्च कम्प्लेक्स होता है जिसमें व सरपन्च व उपसरपन्च होते हैं और महन्थ शामिल रहते हैं जिनका कार्य सरपन्च के अध्यक्षता या महन्थ की अध्यक्षता में प्रस्ताव उपस्थापित द्वारा होता है।

धारा 8- यह कि पुराने राति रिवाज के अनुसार पन्च की तादाद कम से कम 13 होगी और अधिक से अधिक से 21 होगी ऐसा व्यवस्था प्राचीन समय से चली आ रहा है।

धारा 9- यह कि ब्रह्मांड के अनुसार मिनसुकिर को व उपसरपन्च माफ़रदास व पन्च राजाराम चन्दाचार्य को श्री रामजन्म छमि सम्मन्धा व आवान रामलला रामजन्म छमि रामकटि लक्ष्मी सभी मुकदमों का पेरवा निरमोही ब्रह्मांड की तरफ से करने के लिए अग्रिम पॉवर को लाकर सौ कर दिया है इसलिए मिनसुकिर वहसियत सरपन्च व ब्रह्मांड पन्चान रिकारनामा राजा हुआ लिख देती है कि मिनसुकिर वहसियत सरपन्च ब्रह्मांड कोई जायदाद ब्रह्मांड वरवाद न करेगा और न ही कोई मुकदमा दायरा या दायर किया हुआ लायेगा या सुलह करेगा जब तक प्रस्ताव ब्रह्मांड पन्चान तान बोथाई के लिखित स्वीकृत प्रस्ताव जो किता में हम पनाव में पूर्ण ब्रह्मांड के साथ पास किया हुआ व दस्तखतों हो को दाखिल कर ब्रह्मांड की तरफ से सत्ते हुए मुकदमा उठाया जाता सिर्फ ब्रह्मांड के फायदा कर सकता है।

धारा 10- यह कि मिनसुकिर रिकार करते हैं कि महन्थ जाहिरा महन्थ ब्रह्मांड होता है ब्रह्मांड पन्चान ही मालिक ब्रह्मांड है और सभी पन्चों को





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[illegible]

Execution of this order was admitted and signed by the said Mahomed Ali as identified by Substantive in the Court proceedings on 18-8-85 at PAIZABAD NOV 1985

## ANNEXURE-P28

Annexure A-28  
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### AGREEMENT

I, Mahant Ramswarup Das Chela Mahant Raghubar Das Sarpanch of Shri Ramanandiya Nirmohi Akhara, Ramghat Ayodhya. I am the Mahant of Place Siddhapur also. I the executor am also the Mahant of Sidhipur. A "Baithak" of Panch Ramanandiya Nirmohi Akhara is situated at Ayodhya Ramghat, a temple of which is situated at Ramkot Ayodhya. Nirmohi Akhara is a Panchayati Math since ancient times and its entire proceeding is carried out as per Panchayati Provision, of which there is a special tradition, which is to be recognized by every sasint of Akhara, therefore, traditions, customs and rules of Akhara have been reduced in writing and agreement in this regard was got registered by us from Mahant Raghunath Das in the office of Sub-Registrar, Faizabad on 19.3.49. As per the tradition, upon election of Panch, every Mahant of Akhara has to execute an agreement in favor of Panch. Akhara Panch is the Supreme body and works and management of Akhara is carried out as per its valuable opinion. Now, since I have to go to courts for litigating in cases for safeguarding the temples of Akhara for the last many years, therefore, I am being asked to execute agreement in favor of Panch:-

1. That, I, the executor do hereby declare that I shall comply with under mentioned conditions as per the proposal of Akhara:

1. That, at present there are under mentioned Panch in Nirmohi Akhara, details whereof are as follows:

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1. Mahant Ramswarup Das Disciple of Mahant Raghuwardas Sarpanch Nirmohi Akhara R/o. Mandir Sidhipur, Ramghat, Ayodhya City, Ayodhya.
2. Mhant Ramkeval Das Disciple of Gopaldas Nirmohi Akhada R/o. Mohalla Ramghat Nirmohi Akhada Ayodhya City, Ayodhya.
3. Sh. Mahant Kardas Disciple of Mahant Baldev Das R/o. Mohalla Hanumaji Ka Mandir Naka Muzaffarabad, Faizabad, Dy. Sarpanch.
4. Ramgopal Das @ Tiwawri Ji Disciple of Ramkrishna Das, Janm Sthan, Ayodhya.
5. Girwar Das Disciple of Baba Charan Das R/o. Nirmohi Akhara R/o. Mohalla Ramghat Ayodhya.
6. Rajmangaldas Disciple of Ramdas R/o. Mandir Sumitra Bhawan, Ramkot, Ayodhya.
7. Jairam Das Disciple of Rajaram Chandracharya R/o. Nirmohi Akhada, Ayodhya.
8. Mahant Rajaram Chandracharya Disciple of Mahant Raghunath Das R/o. Ranechod Daakor.
9. Ramvacahan Das Disciple of Mahant Ramkevaldas R/o Nirmohi Akhada Ramghat, Ayodhya.
10. Govind Das Disciple of Narayan Das R/o. Ahmedabad.

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11. Naga Chintamani.
  12. Mahant Tikamdas Atit Disciple of Vallabh Das Goverdhan, Mathura.
  13. Ramlakhan Das Disciple of Haridas R/o. Nirmohi Akhara, Ramghat.
  14. Vasudev Das Disciple of Atit Anusuiyyadas Ji Vasan City, Ahmedabad.
  15. Maniramdas Disciple of Mahant Ramkevaldas R/o. Nirmohi Akhara, Ayodhya.
2. That, some of the Panchs from among above Panchs have been verified by the Panchs of Nirmohi Akhara vide Proposal Dt. 23.6.88.
  3. That, it has become necessary for upliftment and existence of Nirmohi Akhara that Sarpanch shall take care of litigations as per previous tradition and tradition and customs and rules of Akhara, so as to maintain the Panchayati provision of Akhara and work may be carried out by majority opinion.
  4. That, since, Nirmohi Akhara is a Panchayati Math, for this reason its entire works are done as per a special tradition and which is binding upon every saint and Panch of this Akhara. Only the Panchs of Akhara are the protectors of temples and properties of Akhara and Panchs have complete right to file suit on behalf of Akhara for safeguarding the property of Akhara and for the advantage of the properties of Akhara or contest any case as defendant.

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5. That, as per the tradition when Baba Sadhus attain the stage of Naga Category then they are called as Panchs of Akhara and they have right to give their opinion over every issue of Akhara and to carry out the works of Akhara and who looks after entire affairs of Naga Atit Akhara.
6. That, there are many Baithaka of Nirmohi Akhara and a "Baithak" of which is known as Mandir Sh. Ramjanmbhumi, Ramkot, Ayodhya and Mandir Akhara Ramghat, Ayodhya situated at City Ayodhya and which is a reputed and famous place.
7. That, as per the provisions of Akhara, there is a Panch committee to run the affairs of Akhara comprising of a Sarpanch and Dy. Sarpanch and also including Mahant, whose works are carried out under the Chairmanship of Sarpanch or Mahant by way of proposal.
8. That, as per old tradition and customs there shall be at least 13 Panchs and a maximum of 21 Panchs in the above committee. Such arrangement has been in existence since ancient times.
9. That, I, the executor and Dy. Sarpanch Bhaskar Das and Panch Rajaram Chandacharya have been placed in the foremost line for pleading in the cases relating to Sh. Ramjanmbhumi and Lord Ramlala Ramjanmbhumi, Ramkot, therefore, I, the executor in the capacity of Sarpanch do hereby execute this agreement on behalf of Akhara under my free volition that I, the executor, in the capacity of Sarpanch shall not indulge in



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acts causing destruction of properties belonging to Akhara, nor shall withdraw any suit (s) filed in this regard and also I shall not arrive at any compromise until and unless proposal is not passed/approved and signed by two-third majority of Panchs of Akhara and until and unless above compromise is only for the benefit of Akhara.

10. That, I, the executor do hereby declare that the words Mahant means the Mahant of Akhara. Panchs of Akhara are the owners of Akhara and every Panch shall have right to file suit and contest suit on behalf of Akhara. Therefore, I, the executor shall not have any kind of rights to sale, mortgage, or transfer the properties of Akhara in any manner whatsoever. Therefore, this agreement has been executed under free volition on behalf of Panchs of Nirmohi Akhara, Ramghat Ayodhya that if I, the executor indulge in any act contrary to the traditions, customs and rules of this Akhara and contrary to the terms and conditions of this agreement then it would be null and void. Therefore, this agreement has been executed, as a testimony, to be used at times when required.

Sd/-illegible Bhaskar Das

Sd/-illegible

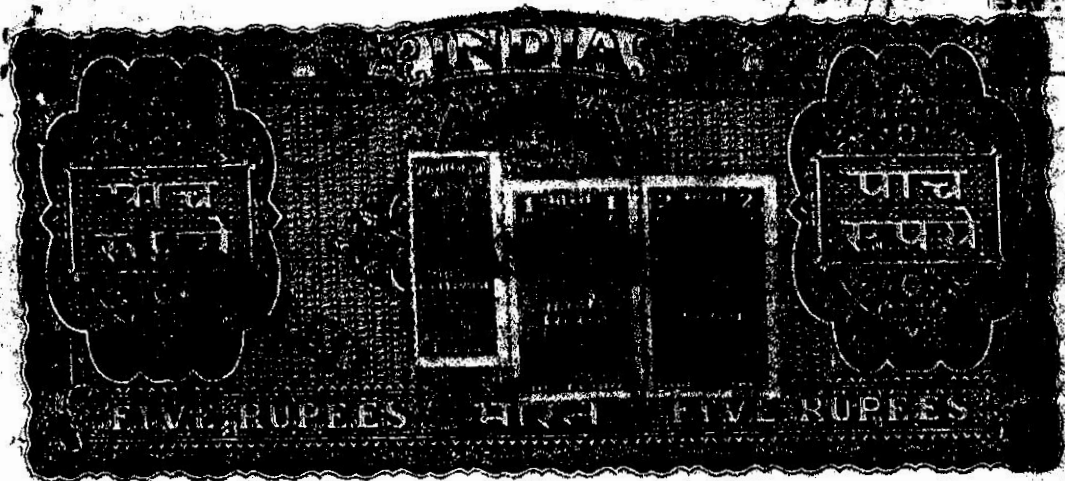
Ramswarup Das

I identify Mahant Ram Swarup Das, who has signed before me.

Sd/-illegible Deo Sharan Lal Advocate

18-2-82

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सू. २१२ - १०००

N.S.Rs. 3-50 Affixed

क्र. ० नं. ० न. ह. थ. र. म. व. व. ल. द. म. अ. ती. त. व. व. ग. य. प. ल. द. म. त. नि. र.

अवगाढा राजवाट बाहेर अन्नीष्टा निष्ठा निष्ठा बाहेर १९९१. १९९१. १९९१.

सुप्रसन्नहारा ॥ अथाथ इति इति इति ॥ अथ पंचवामानदीप

मिहिराजी कारनाम रागदाट कपोद्या पंचायत

इसके अलावा अन्य पन्नाओं पर भी हाथों की भाँति चित्रित है।

प्रमाण नाना अस्माक, माधेयान् निमायलान् कुरुमा

[illegible]

इस मंत्र्य प्रदीप (दान) बगीचत (रदन) के आदि नही

क०२ सम्बन्ध है यदि क०२ का उ० पदचक्र भी लि० जा० सम्बन्ध

धारा ६ के अनुसार निम्नलिखित महसूलों द्वारा पट्टा लिख

वृष्ट्यावस्था ही फुलने हे आतःस्वस्थ नैत हे वागणे (मिस) दबाव

किरव देता है तभी न्यायालय को चला रहे निवाह को देखने

मित्रस्तु पंचाद्वारं गीय । रक्षणं कृते जातु ॥ ३०२ ॥

महोदय मं विना। अहमिहः।

पुनः विचार्य भी समाप्त कर दिया। यह भी एक प्रकार का

॥ श्रीगणेशाय नमः ॥

*[Faint handwritten notes at the bottom of the page]*

ਮੇਰਾ ਪਿਆਰ ਹੁਣੇ ਜਿਹਾ ਮਿਲਾਵਟ ਵਾਲਾ ਹੈ

यथाचितम् ॥ श्रीगणेशाय नमः ॥

महाराष्ट्र शासन, न्याय विभाग, मुंबई

AGREEMENT

I, Mahant Ramkevaldas Atit Baba Gopal Das Ji am the resident of Nirmohi Akhara, City Ayodhya, Faizabad. I do hereby declare under my free volition that Sh. Panch Ramanandcep Nirmohi Akhara, Ramghat, Ayodhya is a Panchayati Religious society. Mahant of above society are elected by Panchs. Mahant are responsible to carry out the works of Akhara as per the Bye-laws of Akhara with the consent and opinion of Panchs. A Mahant cannot independently execute any gift-deed, mortgage-deed etc. as regard to the properties of this society, but if he indulges in above act then he may be removed from the post of Panch. I am Panchayati Mahant as per Para No.6. I am not that much literate. I have also grown quite old. Therefore, under my free volition, in good disposing state of mind and without any coercion, I do hereby write that all the Panchs shall take care of the dispute being pursued in the Courts. I do not have any kind of objection in this regard, nor shall I have any objection in future. Therefore, the suits filed by me in the Court be withdrawn by virtue of this deed. I have executed this deed under my free volition, in good disposing state of mind and body, without any coercion, as a testimony, to be used at times when needed.

For appropriate use by Vasudev Das Ji Vasan City, Ahmedabad.

Sarpanch Ramswarup Das Ji

Sh. Panch Ramanadeep Nirmohi Akhara shall bring in use this deed in the interest of Nirmohi Akhara.

Written By: Maniram Das

Mahant Ramkeval Das Disciple of Gopal Das R/o. Ayodhya, P.S. Kotwali.

Sd/-illegible Ram Keval Das

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I identify to Mahant Ramkeval Das who has signed  
before me.

Sd/-illegible Laxmikant Mishra, Advocate

Date: 25.6.88

(TRUE TRANSLATED COPY)

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