Chhattisgarh Civil Judge (Mains) 2024: Judgment Writing and Translation — Solution

Model judgments for the two questions of the Chhattisgarh Civil Judge Main Examination held 21.12.2025. The translation passages are not available. Law as on 21.12.2025, applied as set out under each question.

Question 1: Civil judgment with issues [40]

Law applied

The mortgage documents are of 2020 and 2022 and the suit was filed in 2024. The Code of Civil Procedure, 1908, the Transfer of Property Act, 1882, the Registration Act, 1908, the Limitation Act, 1963 and the Specific Relief Act, 1963 apply. The date of filing within 2024 is not given; the Bharatiya Sakshya Adhiniyam, 2023 is cited for proof, with the Evidence Act, 1872 section in brackets. The result is the same under either.

Issues (Order XIV Rule 1 CPC)

1. Whether the defendant executed the agreement Ex.P1 dated 21.07.2020 and the mortgage deed Ex.P2 dated 22.07.2022, and received Rs. 5,00,000/- from the plaintiff in 2020?
2. Whether Ex.P2 created a valid mortgage over the first floor of House No. C-1/306, Bhatapara, in the plaintiff's favour, whether as a mortgage by registered instrument or as a mortgage by deposit of title-deeds?
3. Whether the unregistered Ex.P2 is admissible and effective (section 59 TPA; sections 17 and 49 Registration Act)?
4. Whether the plaintiff is entitled to a decree of foreclosure under Order XXXIV CPC?
5. Whether the plaintiff is entitled to a permanent injunction against alienation by the defendant?
6. Whether the suit is within limitation?
7. Relief and costs.

IN THE COURT OF THE CIVIL JUDGE (SENIOR DIVISION), BHATAPARA, CHHATTISGARH

Civil Suit No. __ of 2024. X (Plaintiff) versus Y (Defendant). Judgment pronounced on __.

The case

Brothers X and Y are the sons of the original allottee of House No. C-1/306. X says that in 2020 he lent Y Rs. 5,00,000/- in two instalments (Rs. 3,00,000/- and Rs. 2,00,000/-), that Y signed the agreement Ex.P1 (21.07.2020) to repay in eleven months, failing which the first floor would be mortgaged to X, and that on 22.07.2022 Y executed the mortgage deed Ex.P2 and delivered the original allotment letter. On Y's default X seeks foreclosure of the first floor and a permanent injunction against its alienation. Y says X had his share in cash in 2005, that their mother M and brother B relinquished their shares to him by the registered Relinquishment Deed (Ex.P3, dated 31.01.2020, registered 22.02.2020), that he was never in want of money, that X removed Ex.P3 from the house in May 2020, and that Ex.P1 and Ex.P2 are forged. X examined himself (PW-1), C (PW-2, a witness to both documents) and D (PW-3, to the demand of 20.06.2021). Y examined himself, M and B, and proved the original allotment letter Ex.D4.

Issue 3: registration (taken first, as it is a question of law)

A mortgage where the principal money is Rs. 100 or more, other than a mortgage by deposit of title-deeds, can be effected only by a registered instrument signed by the mortgagor and attested by at least two witnesses (section 59 TPA). Ex.P2 secures Rs. 5,00,000/-, is not registered, and only one attesting witness, C, was called. A non-testamentary instrument that creates an interest of Rs. 100 or more in immovable property must be registered (section 17(1)(b) Registration Act), and, if it is not, it does not affect the property and cannot be received as evidence of a transaction affecting it (section 49). Where an attestation is required by law, the document cannot be used as evidence until at least one attesting witness is called (Evidence Act section 68 [section 67 of the Adhiniyam]). So Ex.P2, as a mortgage deed, is ineffective on the face of the law. The proviso to section 49 allows an unregistered document to be received as evidence of a collateral transaction not required to be effected by a registered instrument; that would help only to show the loan, not the mortgage.

Issue 2: mortgage by deposit of title-deeds

X relies on delivery of the allotment letter, so that no registration was required (section 59 excludes such a mortgage). That mortgage exists only where a person in Calcutta, Madras, Bombay or another town notified by the State Government delivers documents of title to the creditor with intent to create a security (section 58(f)). No notification covering Bhatapara was pleaded or proved. And the delivery is not proved. The original allotment letter Ex.D4 was produced by Y's side, and M deposed that it stayed with her throughout until it came to Court. X's explanation, that it was "misplaced from him" and somehow reached the defendants, contradicts his own case that it was handed to him on 22.07.2022. Ex.P2 also recites that possession of the first floor was delivered to X, yet it is admitted that Y's family has always been in possession. No mortgage by deposit of title-deeds is shown.

Issue 1: execution and the loan

X must prove the facts he asserts (sections 101 and 102 of the Evidence Act [sections 104 and 105]). A signature must be proved to be in the hand of the person said to have signed (section 67 [section 65]). C says he saw Y sign; but Y denies it and calls both documents forged, and several features tell against X. First, X produced no bank record, receipt or other proof for a loan of Rs. 5,00,000/-, which he says he paid in two instalments. Second, Y's evidence that he owned three floors and had no need to borrow is supported by M and B, and X's own case is that the whole house stood in Y's name from 22.02.2020

by Ex.P3. Third, X himself produced the original Ex.P3, which belonged with Y; X gave no account of how he came by it, and this fits M's account that X took it from the house in May 2020. Fourth, Ex.P1 does not itself create a mortgage: it only says that, on default, a mortgage "would" be made, so it is no more than an agreement to mortgage in future, itself an instrument affecting immovable property that needed registration. Fifth, PW-3 speaks only to a demand on 20.06.2021 and does not prove the loan or the documents. M and B are close relatives, and their evidence is weighed with care; but it is consistent, and it is supported by Ex.D4 and by the other circumstances. The defendant also asks the Court to compare signatures. A Court may compare a disputed signature with signatures admitted or proved (section 73 [section 72]), but I do not rest the decision on it, since the other evidence settles the matter. X has not proved that Y executed Ex.P1 and Ex.P2 or that he advanced Rs. 5,00,000/-. Issue 1 is decided against X.

Issue 4: foreclosure

A suit for foreclosure lies only for a mortgagee by conditional sale or under an anomalous mortgage entitling him to foreclose; a simple mortgagee can sue only for sale (sections 58(b), 58(c) and 67 TPA). X himself pleads a simple mortgage, with Y bound personally to pay and the property liable to sale on default, and also a mortgage by deposit of title-deeds, for which too the remedy is sale. Even if proved, the relief of foreclosure under Order XXXIV Rule 2 CPC would not be available on this pleading. As no valid mortgage is proved at all, no preliminary decree can be passed. Issue 4 is decided against X.

Issue 5: injunction

A perpetual injunction prevents breach of an obligation existing in the plaintiff's favour or invasion of his right in property (section 38 Specific Relief Act). X has no mortgage and no right in the first floor; Y is the registered owner of the house by Ex.P3. There is nothing to restrain.

Issue 6: limitation

A suit for foreclosure by a mortgagee has thirty years from the day on which the money secured becomes due (Limitation Act, Schedule, Article 63(a)). That would be in time. But a mere money claim for the loan has three years from the day the loan is made (Article 19), and the loan is of 2020. X has not sought a money decree. I need not decide whether the writing of 22.07.2022 could have given a fresh period as an acknowledgment signed by Y (section 18), as it is not proved to have been signed by Y.

Order

1. The suit for foreclosure of mortgage and permanent injunction is dismissed.
2. The decision does not decide any independent claim for money, which is not before the Court, and the Court expresses no opinion on it.
3. X shall bear the costs of the suit (section 35 CPC). Draw up the decree accordingly (Order XX Rule 6).

Pronounced in open court. Signed and dated. Civil Judge (Senior Division), Bhatapara.

Question 2: Criminal charge and judgment [40]

Law applied

The offence was on 02.06.2024 and the FIR was recorded under section 154 CrPC, both before the Bharatiya Nyaya Sanhita, 2023, the Bharatiya Nagarik Suraksha Sanhita, 2023 and the Bharatiya Sakshya Adhiniyam, 2023 came into force on 01.07.2024. The Indian Penal Code therefore governs the offence (section 358(2) of the Nyaya Sanhita). The investigation was pending on 01.07.2024 and continued under the Code of Criminal Procedure (section 531(2)(a) of the Nagarik Suraksha Sanhita); the trial follows that Code, as the question itself assumes, so that law is applied here, with the Sanhita sections in brackets from the official tables. The evidence was recorded at a trial held after 01.07.2024, so the Adhiniyam governs proof, with the Evidence Act section in brackets.

Charges

Voluntarily causing grievous hurt by a cutting weapon is punishable under section 326 IPC [section 118(2) BNS] with imprisonment for life or up to ten years, and fine; it is non-bailable and triable by a Magistrate of the first class (First Schedule). The charge-sheet went to the Chief Judicial Magistrate, Jagdalpur, so the case is tried as a warrant-case on a police report, and the Magistrate frames the charge in writing under section 240 CrPC [section 263 BNSS], with the contents required by sections 211 and 212 [sections 234 and 235].

> **First charge.** I, _____, Chief Judicial Magistrate, Jagdalpur, charge you, Rameshwar Dayal, that on 02.06.2024, in the morning, at Civil Lines, Jagdalpur, you voluntarily caused grievous hurt to Purnendu Saxena, by striking him on the right leg with a sharp-edged axe (farsa), an instrument for cutting, severing the last two toes of his right foot, which is a privation of a member within section 320 IPC [section 116 BNS], and thereby committed an offence punishable under section 326 IPC [section 118(2) BNS], within my cognizance.

> **Alternative charge (section 221(1) CrPC [section 244 BNSS]).** In the alternative, that you at the same time and place voluntarily caused grievous hurt to Purnendu Saxena, an offence punishable under section 325 IPC [section 117(2) BNS].

The alternative charge is added because the doctor who examined the victim could not be examined, so the grievous nature of the hurt must be proved by other means. No charge of attempt to murder (section 307) is framed: there is one blow, aimed at the leg, in a quarrel over money, and nothing shows an intention or knowledge of causing death. The charge is read and explained and the accused is asked whether he pleads guilty or claims to be tried; he claims trial.

IN THE COURT OF THE CHIEF JUDICIAL MAGISTRATE, JAGDALPUR, CHHATTISGARH

Criminal Case No. __ of 2024 (Crime No. 240/24, Police Station Kotwali, Jagdalpur). State of Chhattisgarh versus Rameshwar Dayal. Judgment pronounced on __.

Prosecution and defence cases

On the morning of 02.06.2024 Purnendu Saxena (PW-1) asked Rameshwar Dayal to repay a loan of Rs. 2,00,000/-. An altercation followed; the accused fetched an axe from his house and struck PW-1 on the right leg, cutting off the last two toes, and ran off leaving the axe. PW-1's younger brother Sudhir and friend Jyotish came to the spot, were told what happened, and took him with the severed toes to the government hospital, where Dr. Pranish Rajimwale said he could not reattach them. The Town Inspector recorded the FIR on PW-1's information, drew the spot map and seized the soil, the blood-stained axe and PW-1's pant in the presence of Ramesh and Rajesh, and later the severed toes. The forensic report found blood of the same group (B+) on the pant, the axe, the toes and the soil. The defence is denial and that the accused was elsewhere; no defence witness was examined.

Points for determination

1. Did the accused strike PW-1 on the leg with the axe on 02.06.2024?
2. Was the hurt grievous?
3. Was it voluntarily caused by a cutting instrument, so as to fall under section 326 IPC?

Point 1: the assault and the accused

PW-1 is the injured person. He knew the accused, who owed him money, so there is no mistaken identity, and the loan supplies the motive (Evidence Act section 8 [section 6 of the Adhiniyam]). The case was reported at once on his own information, with no suggestion of delay or embellishment. Sudhir and Jyotish did not see the blow, but what PW-1 said to them at once, with the injury fresh and the accused fleeing, is part of the same transaction (section 6 [section 4]), and they speak to the injury, the axe left behind and the journey to hospital. The Town Inspector and the seizure witness Ramesh prove the spot, the axe and the clothes; the other witness Rajesh turned hostile, but one seizure witness supports the recovery and the investigating officer proves it. The report of the Government forensic laboratory is admissible without calling its author (section 293 CrPC [section 329 BNSS]); it shows that the blood on the axe, the clothes, the toes and the soil is of the victim's group. It does not link the accused to the axe, since the group is a common one, but the link is made by PW-1's own evidence that the accused fetched it. The conduct of the accused in running away leaving his weapon is also relevant.

The defence of alibi is a fact the accused must prove (Evidence Act section 103 [section 106 of the Adhiniyam]). No witness or document was offered, and in his statement under section 313 CrPC [section 351 BNSS] he gave a bare denial. The alibi fails. Point 1 is proved.

Point 2: grievous hurt

The medical report cannot be read, because the doctor was not examined and a doctor is not among the experts whose reports section 293 admits without proof. No admission of the report by the defence was recorded. The hurt is nevertheless proved. Severance of two toes is a privation of a member, the fourth kind of grievous hurt (section 320 IPC [section 116 BNS]). It is a plain physical fact that needs no expert opinion: PW-1, Sudhir and Jyotish all saw the severed toes, the hospital visit is proved, and the toes were seized from the doctor, produced, and found to bear the victim's blood. Point 2 is proved.

Point 3: intention and weapon

A man is said to cause grievous hurt voluntarily if he causes it intending or knowing it likely (section 322). An axe is an instrument for cutting. The accused went home, brought it, and hit PW-1 on the leg: he must have known that such a blow was likely to cause grievous hurt. The mere demand for repayment of a debt is not the grave and sudden provocation that would reduce the offence to section 335 [section 122(2) BNS], and the accused did not plead private defence; his case was that he was not there. The offence is made out under section 326 IPC, so the lesser alternative charge is not needed (section 222 CrPC [section 245 BNSS] allows a lesser conviction if the major is not made out).

Sentence

The accused is convicted and heard on sentence (section 248(2) CrPC [section 271(2) BNSS]). The weapon was used on a creditor who asked for his own money, and the victim suffered a permanent loss; probation under section 360 is not suitable. The Court of a Chief Judicial Magistrate cannot sentence beyond seven years (section 29(1) [section 23 BNSS]). I sentence him to rigorous imprisonment for three years and a fine of Rs. 10,000/-, and, in default of payment, simple imprisonment for three months (section 30 [section 24]). The whole fine, when recovered, shall be paid to PW-1 as compensation for the injury (section 357(1)(b) [section 395]). The period of detention already undergone, if any, shall be set off (section 428 [section 468]).

Order

1. Rameshwar Dayal is convicted of the offence punishable under section 326 IPC [section 118(2) BNS] and sentenced as above.
2. The seized articles shall be disposed of after the appeal period.

Pronounced in open court. Signed and dated. Chief Judicial Magistrate, Jagdalpur.