

**GOSSNER EVANGELICAL – LUTHERAN CHURCH
IN CHOTANAGPUR AND ASSAM**

GELC ARCHIVE

Signature: **GELC-A _ 001 _ 0981**

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Title

PURULIA PROPERTY MATTERS

Volume:

Running from year: 1983

till year:

Content:

- Application for the purchase of plot of GELC Purulia.
- Objection letter for selling the mission properties of Purulia.
- Purulia property document Title Suit No.83 of 1973.
- Letter from District Information Officer, Purulia concerning disposal of a portion of landed property.
- Letter to Ilaka Chairman/Secretary, Purulia concerning sale of land of Purulia.

Purulia Property matters.

1983

Purulia
21.5.83.

To The Mrs P Topno.
"Secretary",
Board of Properties
G.E.L. Church Ranch.

Dear Sir,

Subj: Disposal of Land
by the Side of Ranchi
Road at Purulia

-x-

This is to inform you that from
reliable sources I came to know that
you are going to disposal of your Land
by the Side of Ranchi. Road at Purulia

I am interesting to purchasing
10(Ten) Kathas of your suitable Site of that
above area. Kindly enroll my name
and address in your list and please
intimates to me whenever you will
disposal of the above plot of Land under
my name and address I oblige

Thanking you. Yours faithfully

Jhar Kantu Dubey
No 1, Harepada Lodge
Coom's Compound
P.O. Purulia
Dist. Purulia
W.B.

To The Secretary B.P.
(Shri A. Dasgupta)
P.O. Purulia
28/5/83

To the Secretary,

Board of Property G. E. L. Church Ranchi.

Dated the Purnia 25th May 1983.

Sub: - objection for selling the -
Mission Properties of 'Purnia -
Mandoli.'

Sir,

we the representatives of -
'Purnia Mandoli' have applied for
Fresh election of 'Mandoli Panch' which
is unconstitutional and acting since
1975 illegally for which the collision
is arisen between Purnia Panch and
Mandoli.

we hope that, it will be
better to stop selling land of Purnia
to avoid further collision.

Therefore we request you Sir
that you will be kind enough to
issue necessary order for not selling
till the fresh election for this act
of your kindness we shall remain
ever grateful to you.

Thanking you

Yours faithfully

1. Rishi Sandil

2. Sailen Kr. Punwaria

Dt - 25.5.83.

(Representative of Purnia)
G. E. L. Church. Purnia.
(W. B.)

Received
28/5/83.

OFFICE OF THE BOARD OF PROPERTIES

G. E. L. CHURCH IN CHOTANAGPUR AND ASSAM

(Registered Under Societies Registration Act XXI of 1860)

Head Office

G. E. L. CHURCH

RANCHI, BIHAR/INDIA

Phone-23358

Chaibasa

Dated 25-2-83. 198

Ref.....

To,
Rev. P. Bage,
Special Officer, Property Board, G. E. L. Church,

Sub:-Purulia landed property-sale thereof,

Sir,

As per my previous direction please try to visit Purulia as soon as possible and let me know as to what steps have been taken by the local station committee or local property subcommittee for disposing of the landed property there. Please have a discussion with Rev. Born and request him to expedite the matter as early as possible.

Thanks.

Your's Truly.

E. Dang. 25/2/83
Secretary, Property Board.

N.B. Please see me at Chaibasa next week.

In the Court of the Subordinate Judge at Purulia
District Purulia.

Title Suit No. 83 of 1973.

1. Gossner Evangelical Luthieran Church, a registered society having its head office at Ranchi District Ranchi represented by Rev. N. Bor son of late Peter Bor, Christian by religion by occupation Minister of Religious resident of Purulia Mahalla Bhatbandh Pergana Charra P.O. P.S. Purulia District of Purulia, holder of Power of Attorney from Promukh Adhyakha of G. E.L. Church Ranchi...Plaintiff.

-Vrs-

1. Mrs. Subarath Ray w/o Sri Bidhan Chandra Roy
2. Sri Bidhan Chandra Roy son of Sri Ashutosh Roy, Hindu by faith residents of Purulia-Cooks Compound Pergana Chharra P.O. P.S. Chowki and District Purulia...Defendants

The plaintiff states as follows :-

1. That within the jurisdiction of this court within the town of Purulia within Purulia Municipality the property described in schedule below is the property of the G. E.L Church. .
2. That for the purpose of development of small Industries in the district of Purulia, the members of G. E.L Church of Purulia decided to start a Technical training centre within the compound of the land of the Church mentioned in schedule below and with that purpose, they wanted to lease out the land to any party that would venture to start such training centre and actually a German Firm started that training centre some time in the year 1966 but for reasons best known to that firm the centre has been closed and the firm handed over to the Church the workshop along with all the machineries.

3. That the highest administrative authority of the Grossner Church is vested in the Kendriya Salakhari Sova. The Chairman of that Sova is known as Pramukh Adhyakha . Under that Kendriya Salakhari Sova there is a Board of property that looks after the property of the Church but in consultation with the members of the different Panches of different Elakas.

4. That defendant no. 2 with the idea of re-opening the Technical Training Centre that remained closed for some time approached the members of Mandal Panch G. E. L. Church Purulia in the month of January 1971 to lease out the property to defendant no. 1 in the name of his wife where-upon the members of the Mandal Panch held a meeting on 20.2.71 for the purpose of settling the terms of the lease and accordingly it had been settled that the land along with the Bungalow and workshop as described in schedule of this plaint would be leased out for terms of 10 years and the rent of the main building would be Rs 400/- per month and Rs 100/- would be the rent for machine and workshop per month and a sum will have to be paid as donation at the beginning and thereafter further donation from time to time and the lessee will have to pay the price of Raw materials in the store room in the workshop according to market value and the lessee will have to bear the cost of running the machine and the ex-workers will have to be reappointed and if any vacancy occurs Christian of Purulia district who are connected with G.E.L.Church will get first preference of appointment and in case of closure of the factory the entire property along with the movables will have to be returned to the Church.

5. That on the following day i.e. 21.2.71 the

members of the Mandali Punch again met at Luthiern Church in which defendant no. 2 was present and a resolution had been passed on that date approving the terms of conditions of the intending lease that had been settled in the meeting of 20.2.71 and it had been further resolved that the copy of the resolution would be formally sent to defendant no. 1 requesting him to submit a desire letter and a further resolution had been passed that the copies of the terms and conditions of the intending lease together with the desire letter of the applicant be forwarded to W.B. Flaka Punch as as well as to the Secretary Board of Property, G.E.L Church at Kadma Khunti in the District of Ranchi.

6. That on receipt of the resolution defendant no. 1 sent the desire letter to the President Mandali Punch dated 17.5.71 wherein she had written that she was agreeable to take lease of the property mentioned in the resolution of the Mandali Punch together with Kusum bandh situated on the southern boundary of the land and the period of the lease should be 25 years and not 10 years and the rent would be fixed at Rs 50/- per month for the Bungalow, the workshop, the tank and also the machineries. She accepted the other terms and conditions mentioned in the resolution of the Mandal Punch. The Ilaka Secretary sent resolution of the Mandali Punch dated 20.2.71 along with the desire letter of the applicant to the Chairman Board of property at Ranchi on 7th July, 1971. Thereafter a joint meeting had been held on 25th July 1971 at Purulia of the members of the West Bengal Ilaka Punch, members of the Purulia Mandali Punch and representatives of K.S.S. and it had been resolved that the monthly rent should not be less than 150/- and the don

the donation should not be less than Rs 3000/- (three thousand) and the tank and out-houses should be excluded from the lease and it had been decided that the matter for settling the rental and donation should be left with the Central Property Board; on receipt of the resolution accountant of the head office of G.E.L.Church sent a letter to defendant no. 1 on 5.8.71 on behalf of Pramukh Adhyakha to attend Ranchi Office on 17.8.71 for the purpose of finalising the terms and conditions of the proposed lease upon which defendant no. 2 ~~xx~~ attended the Ranchi Office and after discussion the terms and conditions of the proposed lease had been reduced to writing wherein the tank had been proposed to be included within the leasehold property along with Bungalow, factory factory sheds, machineries and furnitures and other equipments belonging to T.T.C. excluding the quarters occupied by purses and mistry and the period of the lease was to be for 25 years with option of renewal for 10 years more and the rent would be Rs 50/- per month for 1st six months after formal execution and registration of the deed of lease and thereafter the rent to be increased to Rs 150/- per month for six years and thereafter the rent to be increased by 10 per cent for another six years and thereafter it will be gradually increased to Rs 200/- per month and the donation of Rs 1000/- to be paid on that very date and donation of Rs 500/- will have to be paid after some time and further donation will have to be paid from time to time according to the income and benefit that would be gradually derived by the lessee. The market value of the materials of T.T.C. has to be paid and employees will have to be appointed from the members of G.E.L.Church according to their qualifications

and Kusum bundh will be used by the lessee for rearing fish and for that additional rent of Rs 75/- will have to be paid per annum.

7. That when the above terms and conditions of the proposed lease as embodied in the agreement had come to the notice of the members of the Mandali Panch and the Elaka Panch and when they found that the agreed terms and condition of the lease were not in consonance with the resolution passed by the Mandali Panch on 20.2.71 the members of the Mandali Panch and the Elaka Panch met at a meeting held at Dhanbad on 22.5.71 and passed resolution disagreeing with the proposed terms and conditions of the lease and sent an intimation to the Secretary Board of Properties G. E. L. Church requesting him not to finalise the terms and conditions of the lease and not to execute and register a formal deed of lease until and unless the terms and conditions of the lease be accepted by the party as passed in the resolution of the Mandali Panch held on 20.2.71.

8. That irrespective of the fact that no formal deed of lease had been executed and the terms and conditions of the lease had not been finalised still the defendants attempted to take possession not only of the property proposed to be leased out to the defendants but in excess thereof and so dispute and difference had arisen between the members of the Mandali Panch and the Elaka Panch and the defendants. The fact of their wrongful action having been reported to the Secretary Board of Properties and also the Pramukh Adhyakha of K. S. S. both of them had asked the defendants to desist from taking possession of the property until and unless the terms

and conditions of the lease be finalised with the members of the Mandali Punch and Ilaka Punch. After receipt of the letter from the Secretary Board of Properties and Pramukh Adhyakha the defendants apologised for their wrongful action and wanted permission to occupy two rooms provisionly so that they can make arrangement for the purpose of re-opening the technical training centre after finalisation of the terms and condition of the lease and after due execution and registration of the same.

9. That several correspondences went on between the Secretary Board of Property and the Pramukh Adhyakha on one hand and the Ilaka Secretary on the other he also with defendants no. 1 and 2 for finalising the terms and condition of the lease. This correspondences went on upto 10.8.72 but the matter could not be finalised on account of disagreement regarding the extent of the property as well as the other terms and conditions of the lease. In such state of affairs the defendants have taken forcible possession of the property described in schedule below for which there was likelihood of the breach of the peace and a petition under section 144 Cr.P.C had been filed by Rev. N Bor in the court of the Sub-divisional Magistrate, of Purulia on 14.8.72. The matter had been enquired by the Officer in charge Town P.S. Purulia; being influenced by defendant no. 2 the said police officer submitted a report with mis-statement of facts and suggested that no action need be taken under section 144 Cr.P.C as there is no likelihood of the breach of the peace with the further suggestion that the plaintiff can take recourse to civil court to redress their grievance if any. Unfortunately on 11.9.72 Mr. N. Bor the petitioner could not be present in time for placing the

the matter before the learned Sub-divisional Magistrate and so in his absence the learned Magistrate by his order dated 11.9.72 dropped the proceeding.

10. That the plaintiffs submit that since then the defendants are in wrongful occupation of the properties described in schedule below and their present possession is that of a trespasser and they are liable to be evicted therefrom. On 6th December 1972 the then Pramukh Adhyakh a G.E.L.Church Ranchi-Rev. J.Topno wrote a letter to defendant no. 1 for vacating the possession of the property described in schedule below stated therein all the facts and incidents that has taken place between defendants no. 1 and 2 and the authorities of G.E.L Church but neither the defendant no. 1 nor defendant no. 2 have paid any heed to the letter of the Pramukh Adhyakha but they are continuing in possession of the suit property described in schedule below without any right title and interest as trespasser. So the plaintiffs are compelled to bring this suit.

11. Be it mentioned that plaintiff will take necessary steps for the price of the machineries and the furnitures hereafter in a properly constituted suit.

12. That the cause of action for this suit has arisen within the jurisdiction of this court in Purulia town on and from 11.9.72 the date of final order passed in proceeding under Sec. 144 Cr.P.C. and also from 6.12.72 the letter of demand by the Pramukh Adhyakha for giving up possession of the suit property.

13. That for the purpose of jurisdiction and court fees the property in suit is valued at Rs 9999/-.

The plaintiff prays :-

(a) that a decree be passed in favour of the

of the plaintiff against the defendants declaring that the defendants have no right to occupy the suit property described in schedule below as lessee against the will of the plaintiff and their present possession of the suit property is that of trespasser and for possession of the suit property by evicting the defendants therefrom.

(b)... decree for costs and interest be passed in favour of the plaintiff against the defendants.

(c)... decree for any other relief be passed to which they are deemed entitled.

Schedule.

District Purulia P.O, P.S.Purulia within Purulia Municipality holding No. C-101 bounded as follows -
East:- Caltex Petrol Pump; West :- Old workshop and lands of the Mission; North:- Ranchi Road, South-Missionroad - excluding outer houses, area 1.89 acres.

Verification

The statements made above are true to my knowledge. I sign this verification here at Purulia on ...

(1) SK
 1/24/82
 gone to Classroom
 (2) P. Toknadi

that... against the defendant's...
 have no right to occupy the said property...
 in schedule below as lessee against the will
 of the plaintiff and their present possession of the said
 property is that of trespasser and for possession of the
 said property by evicting the defendant therefrom.
 (b)... recover for costs and interest be passed in favour of the
 plaintiff against the defendant.
 (c)... recover for any other relief be passed to which they are
 deemed entitled.

Schedule

District Court at P.O. 1.2.1. within limits
 Municipality holding No. 101 bounded as follows -
 East - District Court; West - Old Workshop and
 Land of the Plaintiff; North - District Court; South -
 District Court - excluding corner... area 1.89 acres.

Verification

The statements made above are true
 to my knowledge. I state this verification
 here at P.O. on ...

K85-141

Government of West Bengal
Office of the District Information Officer,
Purulia.

Memo.No. 19 / Inf. Purulia, the 19.1.83

To
The Secretary,
G.E.L.Church Properties, Ranchi,
Bihar.

Dear Sir,

It is learnt from a reliable source that you want to dispose of a portion of landed property on which the present office Building of the District Information Officer is situated. A proposal for setting up one Cultural Complex for promotion and development of the rich cultural heritage of this district is sent to the Govt. for consideration. It would be very much convenient if the proposed cultural complex is set up in close vicinity of the present office building.

I shall be obliged if you kindly convey your decision in writing to sell out the land including the present office building mentioning the quantum of land you want to dispose of and exact value of the land. On hearing from you I shall send the proposal to the Government for final settlement of the issue.

Soliciting an early reply, with regards.

Yours sincerely,

(S. Mandal)

District Information Officer, Purulia.
18-1-83

To the Secretary for Board of Properties in the next meeting of any.

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21-1

OFFICE OF THE BOARD OF PROPERTIES

G. E. L. CHURCH IN CHOTANAGPUR AND ASSAM

(Registered Under Societies Registration Act XXI of 1860)

Head Office

G. E. L. CHURCH

RANCHI, BIHAR/INDIA

Phone-23358

Chaibasa

Ref.....

Dated 28-1-83. 198

To,

The Ilaka Chairman/Ilaka Secretary.

West Bengal Ilaka, G.E.L.Church,

Purulia.

Sub:-Sale of land of Purulia.

Sir,

Greetings in the precious name of our Lord.

I would like to recall our talk during our last visit to Purulia regarding the above noted subject. The Property Board of the G.E.L. Church has endorsed our decision taken in our meeting at Purulia. Since for implementation of this decision, initiative has to be taken by the local committee, I would like to request you to take an initiative in this matter so that this may materialise early. If, however any action has already been taken this may also kindly be intimated to me

Yours in Lord's service


E. Dang. 28/1/83

Secretary, Property Board
G.E.L.Church Compound,
Chaibasa.

C.C Rev.P.Bage, Special Officer,
Board of Properties, G.E.L.C.
Ranchi.