

O.S.No.290/2012

IN THE COURT OF 1st ADDL.SENIOR CIVIL
JUDGE, GOKAK

AT: GOKAK.

BETWEEN:

Konappa @ Anand Irappa Ankadawar

.....Plaintiff

AND:

Irappa Konappa Ankadawar & others

.....Defendants

EXAMINATION IN CHIEF OF D.W-12 IN THE
FORM OF AFFIDAVIT

HEREIN, I, Subash Ramchandra Ankadawar,
Age: 55 years, Occ: Business, R/o: Gokak do hereby
state on solemn affirmation and make the following
affidavit as under:-

1. I am defendant No.2(C) in this case in this case my father defendant No.2 has filed his Written Statement and after his death I am giving evidence on the same Written Statement, even on behalf of 2 (a) and 2(b). I know the facts of this case hence I am competent to swear this affidavit.
2. The Plaintiff has filed this false Suit against the Defendants.
3. The nature of the Suit Properties are not at all admitted by this Defendant. The Suit Properties are not the joint family properties. The Plaintiff has given 28 properties are Suit Properties. It is clear from the documentary evidence that even the suit item No.1



and 5 are also the self acquired properties of respective parties. But under wrong impression my father in his Written Statement at Para No.3 and 15 has stated that the suit item No.1 and 5 are the joint family properties.

4. It is denied that, the Plaintiff and Defendants are the members of Hindu Undivided Family. It is denied that, the parties to the suit are coparceners. In the life time of Defendant No.1 question of coparcenary does not arise at all. It is denied that some Suit Properties are the ancestral joint family properties. But it is denied that, some Suit Properties are earned with joint family fund of Plaintiff and Defendants. It is denied that, the Suit Properties are the ancestral joint family properties of Plaintiff and Defendant. It is false to say that, the Plaintiff and Defendants are in joint possession and enjoyment of the Suit Properties. It is further false to say that, there is no partition in the Suit Properties. It is denied that, there is no partition in item No.1 and 5, which are the only joint family properties available for partition. All the schedule properties are the self acquired or separate properties of their respective owners. Hence, question of partition in the separate properties does not arise at all. The separate properties are not liable for partition. It is true that, the parties to the suit are residing separately not because of women folks but knowing the nature of the properties and by doing their independent business in the schedule properties.

5. It is denied that, Smt.Gangawwa wife of Defendant No.1, died long back in union.



6. It is denied that, the family of Plaintiff and Defendants are doing the agricultural work and cotton/readymade dress business and cold drink business at Gokak. It is further denied that, due to these businesses the family of Plaintiff and Defendants were earned lot jointly. It is denied that, the family of parties to the suit was run the above said business in the original joint family properties. It is not correct to say that, due to the joint business the Plaintiff and Defendant earned lot and they have purchased the some Suit Properties i.e., agricultural landed properties, houses, Plots and open CTS properties, from the joint family fund. It is false to say that, the joint family Properties are standing in the names of Plaintiff and Defendant No.1-5, 7-14 and 19.

7. It is further denied that, in Gokak city the family of Plaintiff and Defendants are running readymade shops in high status in different names as averred in Plaint Para No.4. It is also denied that, the Prashant lodge and mobile hand sett selling business are the joint family properties of family of Plaintiff and Defendants. The parties to the suit are earning as per their skill and from their independent business. The properties are purchased in the names of parties to the suit independently and they are their separate properties.

8. The Plaintiff and Defendants are not in joint vahiwat, use and possession of the Suit Properties. The concept of joint family already ceased in view of their independent business. It is denied that, the parties to the suit are paying tax jointly. It is stoutly denied that, the Plaintiff is having 1/11th joint share in the Plaintiff schedule properties.





9. It is denied that, the Defendants are colluded with each other. It is further denied that, the Defendants are changing the direction of the Suit Properties and are trying to transfer the Suit Properties. It is false to say that, the Defendants are creating illegal documents and altering some CTS buildings and causing loss to the Plaintiff. It is also denied that, the Defendants are not showing correct yearly account of their business just to dupe the profits of Plaintiffs. It is denied that, the Defendants are acting against interest of joint family of Plaintiff and Defendants. On the date of filing of this suit there is no joint family and question of acting adverse to the interest of Plaintiff does not arise at all and the other averments of Plaintiff Para No.6 is totally denied by this Defendant. The Plaintiff be put to strict proof of the same.

10. That in view of conduct of present plaintiff my father has filed O.S.No.146/2012. The property involved in O.S.No.146/2012 is present suit item No.1 this suit item No.1 was originally purchased by defendant No.1. The sale deed of suit item No.1 was marked as Ex.D.184. And accordingly defendant No.1 has gifted this suit item No.1 in favour of present plaintiff.

11. Properties of Ramchandra Irappa Ankadawar-Defendant No.2:-

- (i) CTS No.3302/A, measuring: 36-79 SQ.M -And
CTS No.3302/B, measuring: 36-79 SQ.M



Edwards

of Gokak were purchased by Ramchandra Irappa Ankadawar, under a regd. Sale Deed, dated: 16/6/2010. This property is standing in the name of Defendant No.2. In these properties Defendant No.2 is running readymade cloth selling business by name "Delhi Dhamaka" is running.

(ii) CTS No.2372, measuring: 32-61SQ.M of Gokak, was purchased by Ramchandra Irappa Ankadawar, under a regd. Sale Deed, dated: 4/9/1995. This property is standing in the name of Defendant No.2. In this property readymade cloth selling business by name "Delhi Textiles" is running by the Plaintiff. Actually this property bearing CTS No.2372 is standing in the name of Defendant No.2. The Plaintiff has taken this property on rental basis from the Defendant No.2. That since three years the Plaintiff has not paid any rent to the Defendant No.2.

Agricultural landed properties bearing:-

(iii) R.S.No.182/6, measuring: 3.20 acres- The sale deed of this property was marked as Ex.D.185- this is suit item No.2.

(iv) R.S.No.187/4, measuring:- The sale deed of this property was marked as Ex.D.186 - this is suit item No.3.

(v) R.S.No.93/3/2, measuring: 0.38.0 guntas- The sale deed of this property was marked as Ex.D.187- this is suit item No.4.

-of Basaligundi, TQ:Gokak are the properties purchased by the Defendant No.2 under different registered Sale Deeds.



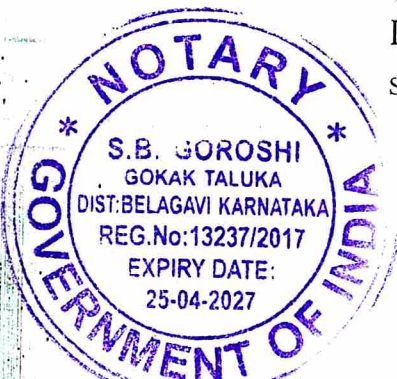
NO OF CORRECTION

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The Defendant No.2 is exclusive possession and enjoyment of the above said landed properties.

12. Properties of Laxman Irappa Ankadawar-Defendant No.3:-

- (i) CTS No.936/B, measuring: 25-92 SQ.M of Gokak was purchased by Laxman Irappa Ankadawar, under a regd. Sale Deed, dated: 8/4/2011. This property is standing in the name of Defendant No.3. This is a House property with red tiles.
- (ii) CTS No.858, measuring: 60-20 SQ.M of Gokak was purchased by Laxman Irappa Ankadawar, under a regd. Sale Deed, dated: 13/9/1984. This property is standing in the name of Defendant No.3. In this property a readymade cloth selling business by name "Delhi Readymade Store" is running.
- (iii) CTS No.850, measuring: 33-45 SQ.M of Gokak was purchased by Laxman Irappa Ankadawar, under a regd. Sale Deed, dated: 24/8/2007. This property is standing in the name of Defendant No.3. It is a House property.
- (iv) CTS No.3200-A/27, measuring: 669-74 of Gokak SQ.M was purchased by Laxman Irappa Ankadawar, under a regd. Sale Deed, dated: 6/9/2010. Later on 8/11/2011 Laxman Irappa Ankadawar has executed a regd. Gift Deed in the names of his two sons viz.,
- (1) Manoj Laxman Ankadawar-D.No.4 and (2) Vinod Laxman Ankadawar-D.No.5. Now this property is standing in the names of 4 and 5.



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(v) CTS No.847/B, total measuring: 50.17 SQ.M., of Gokak out of it: E-W:16 feet and S-N:14 feet was purchased by Laxman Irappa Ankadawar in the year 2004.

13. It is submitted that, the Defendant No.2 and 3 have started the business of selling of cloth in the year 1950 by wandering bazaar to bazaar. Later the Defendant No.2 and 3 have taken CTS No.858 on rental basis and started their cloth selling readymade business. Thus, the Business by name Delhi readymade store is the private and individual business of the Defendant No.2 and 3. The business in the hand of these Defendants is not the ancestral business. The business was carried on by the effort of the Defendants. All the earnings of these Defendants is through their own earning and by their own skill, from which these Defendants have raised funds which constituted the capital for the business. The properties of these Defendants were not purchased out of the income of ancestral properties. On the date of carrying of cloth business the joint family had no sufficient nucleus for starting of business. No capital was contributed to run the business of this Defendant. These Defendants have started the new business not the business of the joint family.

14. The parties to the suit are residing separately by doing their independent business. The Defendant No.2 and 3 are not the manager of the family of Plaintiff and Defendants. Till today this Defendant has not taken the management of the family. Thus, from the said business these Defendants have saved enough



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from their separate business from which it was quite possible for these Defendants to make all the acquisitions and investments in their name and in the name of their son. The above said properties therefore did not form part of the joint family properties and consequently not liable for partition. The business standing in the name of these Defendants cannot be presumed to be joint family business.

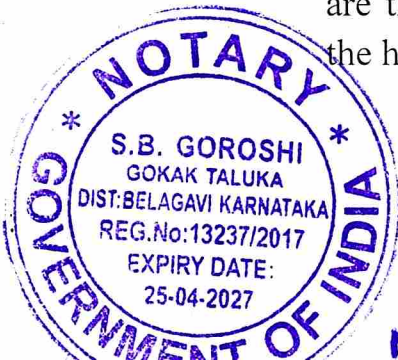
15. It is further submitted that, Defendant No.1 had no ancestral property. No ancestral property exists to the family of parties to the suit.

The below mentioned two properties are not the ancestral properties- the documentary evidence produced reveals that the below mentioned two properties are also separate properties of defendant No.1.

- (i) An open space bearing C.T.S.No.3226 of Gokak,
- (ii) The agricultural land bearing R.S.No.182/7 of Basaligundi village

The above said land is a dry land having no source of income to purchase other properties and the open space is also having no source of income. Therefore, the question of other properties from the income of the said *not ancestral* (Separate properties of defendant No.1) property does not arise at all. The Plaintiff has erroneously characterized all the schedule properties are the joint family properties. This Defendant is not the head of the family and was not having sufficient

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NO OF CORRECTION

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Advocate

income from the joint family properties to purchase the properties in his name. The Plaintiff with a view to claim share in the properties of this Defendant has characterized the self acquired properties as joint family properties. This Defendant since from the beginning has been enjoying his properties exclusively and is doing independent business. Hence, it is clear that the Plaintiff is not at all in joint possession of the properties of this Defendant. Thus, under the circumstances of the case the Plaintiff has no manner of right, title or interest to claim any share in the above said properties.

My father has earned money by selling baniyan, topi on the side of road and also by going to the bazaar day of village. And also earned money by giving truck on rent and by running Janata cold drink house.

Therefore considering the facts and circumstance of the case and documentary evidence produced suit of the plaintiff may kindly be dismisses to meet the ends of justice.

Hence, this Affidavit.

GOKAK
06-08-2026


DEPONENT

The contents of the above said affidavit Para are read over and explained to me in Kannada and the same are true and correct to the best of my knowledge and belief.

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GOKAK
06-08-2026


DEPONENT

I know the deponent


(L.M.Sharegar)
Advocate, Gokak.




NO OF CORRECTION

SWORN TO BEFORE ME


S. B. GOROSHI B.A., LL.B. (Spl.)
ADVOCATE & NOTARY,
GOKAK TALUKA

6 AUG 2026