

KABK210008702024



Presented on : 04-04-2024

Registered on : 04-04-2024

Decided on : 06-03-2026

Duration : 1 years, 11 months, 2 days

**IN THE COURT OF PRL. CIVIL JUDGE AND JMFC., MUDHOL  
AT: MUDHOL.**

**PRESENT: SRI. LAGAMA S. HUKKERI,  
B.A.,LLB(Spl).**

**DATED THIS THE 6<sup>TH</sup> DAY OF MARCH-2026  
ORIGINAL SUIT NO.77/2024**

**PLAINTIFFS:**

1. Govindappa S/o Venkappa Tattimani.  
Age: 34 years, Occ: Agriculture,  
R/o: Mallapur P.J, Tal: Mudhol, Dist: Bagalkot.
2. Paddawwa W/o Venkappa Tattimani.  
Age: 62 years, Occ: Household work,  
R/o: Mallapur P.J, Tal: Mudhol, Dist: Bagalkot.  
**(By Sri.IHA. Adv.)**

**V/s.**

**DEFENDANTS:**

1. Manjunath S/o Venkappa Tattimani.  
Age: 38 years, Occ: Agriculture,  
R/o: Mallapur P.J, Tal: Mudhol, Dist: Bagalkot.
2. Bhagya W/o Manjunath Tattimani.  
Age: 33 years, Occ: Household work,  
R/o: Mallapur P.J, Tal: Mudhol, Dist: Bagalkot.
3. Shrimanth S/o Jinappa Khangond.  
Age: 58 years, Occ: Agriculture,  
R/o: Halangali, Tal: Rabakavi-Banahatti,  
Dist: Bagalkot.



**3. The Brief facts of the plaintiffs case are as under:**

It is contented that plaintiff No.1 and defendant No.1 are the sons of plaintiff No.2 and defendant No.2 is the wife of defendant No.1 and defendant No.3 is the purchaser of item No.1 of suit schedule properties. Further it is contended that one Venkappa Appayya Tattimani was the owner and possessor of the suit schedule properties and he is the father of plaintiff No.1 and defendant No.1 and husband of plaintiff No.2. Further it is contended that after the death of Venkappa Tattimani, plaintiffs and defendant No.1 being his class-1 legal heirs, they have succeeded to the suit properties and accordingly, their names came to be entered in the revenue records of the suit schedule properties as per MR.No.71 and defendant No.1 being the elder Male member of the family was managing the suit schedule properties and plaintiffs and defendant No.1 are in joint peaceful possession and enjoyment of the same. Further it is contended that suit schedule properties are the ancestral joint family properties of plaintiffs and defendant

No.1 and plaintiffs are entitled to 1/3<sup>rd</sup> share each and defendant No.1 is entitled to 1/3<sup>rd</sup> share in the same.

**4.** Further it is contented that on 03.03.2024, defendant No.3 attempted to trespass into the item No.1 of suit schedule property by claiming title over the same and plaintiffs have resisted the said illegal act of defendant No.3 and thereafter they have verified the revenue records of the suit schedule properties and they came to know that defendant No.1 by playing fraud and mischief got deleted the names of the plaintiffs and got entered his name alone in the property extract of the suit properties by creating false and concocted document. Further it is contented that at no point of time, plaintiffs have relinquished their valuable rights in the suit properties and therefore mutation entries in the name of defendant No.1 are not binding on the lawful share of the plaintiffs in the suit properties. Further it is revealed that defendant No.1 by taking undue advantage of his name appearing in the revenue records of the suit schedule properties has taken some amount as a loan from

the defendant No.3 and by way of security, he has executed concocted false document styled as sale deed and he also got signature of defendant No.2, his wife on the said sale deed dated 08.08.2018 and on the basis of the said illegal sale deed, defendant No.3 got entered his name in the revenue records of item No.1 of the suit schedule property bearing R.S.No.4/1. Further it is contended that plaintiffs along with the elders requested the defendants to effect partition and allot them legitimate share in the suit schedule properties and defendants have refused for the same. Hence, plaintiffs have filed present suit against the defendants for the relief of partition and separate possession with respect to the suit schedule properties.

**5.** In response to suit summons, defendant No.1 and 2 have appeared before the court through their counsel, but failed to file their written statement and therefore written statement of the defendant No.1 and 2 taken as not filed. Defendant No.3 put his appearance before the court through

his counsel and filed detail written statement denying all the averments of the plaint.

**6.** The defendant No.3 has contended that immediately after the death of Venkappa Tattimani, plaintiffs and defendant No.1 got entered their names in the revenue records of the suit schedule properties as per MR.No.71/0506 dated 29.06.2006 and later plaintiffs and defendant No.1 got partitioned their family properties by way of amicable partition and in the said partition, suit schedule properties have been allotted to the share of defendant No.1 with the full consent of plaintiffs and accordingly MR.No.6/2017-18 came to be certified on 14.09.2017 and name of the defendant No.1 came to be entered in the revenue records of the suit schedule properties and he has become the exclusive owner and possessor of the same.

**7.** Further it is contented that in order to meet his family's necessities, defendant No.1 offered item No.1 of suit schedule property bearing R.S.No.4/1 for sale and

defendant No.3 after verifying the papers pertaining to said land came to know that said land was standing exclusively in the name of defendant No.1 on the basis of the certification of MR.No.6/2017-18 and therefore he offered to purchase the said land for Rs.8,47,000/- on 18.08.2018 and defendant No.1 accepted the said offer of defendant No.3 and accordingly defendant No.3 has purchased the item No.1 of suit schedule property for valuable consideration of Rs.8,47,000/- from the defendant No.1 through registered sale deed. Further it is contended that on the basis of the registered sale deed, name of the defendant No.3 came to be entered in the revenue records of item No.1 of suit schedule property and either before the execution of the sale deed or after the registration of sale deed, neither the plaintiffs nor the remaining defendants have objected for the entering the name of defendant No.3 in the revenue records of the item No.1 of suit schedule property as per MR.No.2/2018-19 dated 18.09.2018.

**8.** Further it is contended that on the basis of the registered sale deed, defendant No.3 came into the possession and enjoyment of item No.1 of suit schedule property and he is the exclusive owner and possessor of the same. Further it is contended that sale deed pertaining to item No.1 of suit schedule property came to be executed on 08.08.2018 and therefore present suit of the plaintiffs is barred by law of limitation and plaintiffs have not paid proper court fee on the valuation mentioned in the sale deed and no prayer is made with regards to said sale deed and hence present suit of the plaintiffs is not maintainable. Further it is contented that action and deeds of the plaintiffs by keeping mum for all these days until filing of the present suit, discloses that plaintiffs have got consent for all the acts of defendant No.1 and 2, prior to the execution of the sale deed in respect of item No.1 of suit schedule property in favour of defendant No.3. Further it is contended that there is no cause of action arose to the present suit. On these

grounds, defendant No.3 prayed to dismiss the suit of the plaintiffs with costs.

**9.** On the basis of the pleadings of the parties, this Court has framed following issues.

**:: I S S U E S ::**

- 01 Whether plaintiffs prove that, item No.1 to 3 suit schedule properties are ancestral joint family properties of plaintiffs and defendant No.1?
- 02 Whether plaintiffs further prove that sale deed dated:18.08.2018 executed by defendant No.1 in favour of defendant No.3 in respect of item No.1 of suit schedule properties is not valid and not binding on them?
- 03 Whether defendant No.3 proves the partition as contended in para No.11 of written statement between plaintiff and defendant No.1?
- 04 Whether defendant No.3 further proves that he is the bona-fide purchaser of item No.1 of suit schedule property for valuable consideration?
- 05 Whether plaintiffs are entitled for the relief of partition and separate possession as sought for in the suit?
- 06 What order or decree?

**10.** In order to prove their case, plaintiffs have got examined their Special Power of Attorney holder as PW.1 and also got examined two more witnesses as PW.2 and 3

and produced 10 documents as per Ex.P.1 to 10 and closed their side evidence. In order to disprove the case of the plaintiffs, defendant No.3 got examined himself as DW.1 and produced 01 document as per Ex.D.1 and closed his side evidence.

**11.** Heard arguments of the both sides. Perused the pleadings as well as oral and documentary evidence and other materials on record.

**12.** My answers to the above issues are as under:

**Issue No.1 : In the Partly Affirmative,**

**Issue No.2 : In the Affirmative,**

**Issue No.3 : In the Negative,**

**Issue No.4 : In the Negative,**

**Issue No.5: In the Affirmative,**

**Issue No.6 : As per final order,**

**for the following....**

**:: R E A S O N S ::**

**13. Issue No.1 to 4:** Since these issues are interlinked with each other and they require common discussion, hence in order to avoid repetition of facts, they are taken up together for common discussion.

**14.** In order to prove their case, plaintiffs have got examined their Special Power of Attorney holder as PW.1. The PW.1 filed affidavit in lieu of his examination-in-chief and reiterated the plaint averments. The plaintiffs also got examined two more witnesses as PW.2 and 3 and said witnesses PW.2 and 3 have filed affidavits in lieu of their examination-in-chief and deposed as deposed by PW.1 and supported the case of the plaintiffs. In addition to oral evidence, in order to substantiate their case, plaintiffs have produced 10 documents as per Ex.P.1 to 10. **Ex.P.1** is the Special Power of Attorney dated:27.01.2025 executed by plaintiffs in favour of PW.1. **Ex.P.2** is the RTC extract of R.S.No.4/1 measuring 6 acres 2 guntas for the year 2016-2017 standing in the name of plaintiff No.2. **Ex.P.3** is the RTC extract of R.S.No.7/1 measuring 4 acres 21 guntas for the year 2020-2021 standing in the name of defendant No.1. **Ex.P.4** is the RTC extract of R.S.No.8/1 measuring 4 acre 10 guntas for the year 2020-21 standing in the name of defendant No.1. **Ex.P.5** is the certified copy of

MR.No.71/2005-06. **Ex.P.6** is the RTC extract of R.S.No.4/1 measuring 6 acres 2 guntas for the year 2017-18 standing in the name of defendant No.1. **Ex.P.7** is the certified copy of MR.H-6/2017-2018. **Ex.P.8** is the RTC Extract of R.S.No.4/1 measuring 6 acres 2 guntas for the year 2019-2020 standing in the name of defendant No.3. **Ex.P.9** is the certified copy of MR.No.H-2/2018-19 and **Ex.P.10** is the certified copy of sale deed with respect to R.S.No.4/1 measuring 6 acres 2 guntas executed by defendant No.1 and defendant No.2 in favour of defendant No.3 on 08.08.2018.

**15.** In order to disprove the case of the plaintiffs, defendant No.3 got examined himself as DW.1 and filed affidavit in lieu of his examination-in-chief and reiterated the written statement averments. In addition to oral evidence, in order to substantiate his defence, defendant No.3 has produced one document as per Ex.D.1. **Ex.D.1** is the original sale deed executed by defendant No.1 and 2 in favour of defendant No.3 on 08.08.2018 with respect to item No.1 of suit schedule properties.

**16.** The plaintiffs have contended that earlier suit properties were standing in the name of propositus Venkappa S/o Appayya Kattimani and said Venkappa is the father of plaintiff No.1, defendant No.1 and he is the husband of plaintiff No.2. Further it is contended that after the death of Propositus Venkappa, plaintiffs and defendant No.1 have succeeded to the suit schedule properties as the legal heirs of deceased Venkappa and their names came to be entered in the revenue records of the suit schedule properties as per MR.No.71. Therefore, suit schedule properties are the ancestral joint family properties of plaintiffs and defendant No.1 and plaintiffs are entitled to 1/3<sup>rd</sup> share each in the same. The defendant No.3 in his written statement contended that after the death of propositus Venkappa Tattimani, plaintiffs and defendant No.1 got entered their names in the revenue records of the suit schedule properties as per MR.No.71/2005-06. Thereafter, plaintiffs and defendant No.1 got partitioned their family properties and in the said partition, suit

schedule properties have been allotted to the share of defendant No.1 and accordingly name of the defendant No.1 came to be entered in the revenue records of the suit schedule properties as per MR No.6/2017-18, dated:14.09.2017 and accordingly, defendant No.1 has become the exclusive owner and possessor of the suit schedule properties.

**17.** The plaintiffs have contended that suit schedule properties are the ancestral joint family properties of plaintiffs and defendant No.1 and therefore heavy burden lies upon the plaintiffs to prove the same. Ancestral property is a species of Coparcenary property. Ancestral property is acquired by unobstructed heritage. **The Hon'ble Apex Court of India, between Shyam Narayan Prasad v. Krishna Prasad, reported in (2018) 7 SCC 646** at page 651 Para No.12, defined ***"Ancestral property as the property inherited by a male Hindu from his father, father's father or father's father's father is an ancestral property"***. In the present suit, plaintiffs have not

produced any documents on record to show that earlier suit schedule properties were standing in the name of great grandfather of plaintiff No.1 and defendant No.1 and from their great grandfather, their grandfather and father have inherited the suit schedule properties. Therefore, in the absence of any documentary evidence on record, on the basis of the pleadings of the plaintiffs, it cannot be held that suit schedule properties are the ancestral joint family properties of plaintiffs and defendant No.1. However, the plaintiffs have specifically contended that after the death of propositus Venkappa Tattimani, they have inherited the suit schedule properties and their name came to be entered in the revenue records of the suit schedule properties as per MR.No.71. The defendant No.3 also admitted that after the death of propositus Venkappa Tattimani, plaintiffs and defendant No.1 have succeeded to the suit schedule properties and their names came to be entered in the revenue records of the suit schedule properties. Further, on careful perusal of the Ex.P.5 certified copy of

MR.No.71/2005-06 dated 20.05.2006, it reveals that propositus Venkappa Appayappa Tattimani expired on 10.10.1984 and after his death, the names of the plaintiffs and defendant No.1 came to be entered in the revenue records of the suit schedule properties. Further, PW1 to 3 and DW.1 in their cross-examination categorically deposed that after the death of the propositus Venkappa Tattimani, plaintiffs and defendant No.1 being the wife and children have succeeded to the suit schedule properties. Hence, on the basis of Ex.P.5 certified copy of MR.No.71/2005-06 and on the basis of the evidence of PW.1 to 3 and DW.1, it can be safely concluded that suit schedule properties are the joint property of plaintiffs and defendant No.1 and they have got equal share in the same.

**18.** The defendant No.3 has contended that plaintiffs and defendant No.1 have got partitioned their family properties and in the said partition, suit schedule properties have been allotted to the share of defendant No.1 and accordingly, name of the defendant No.1 came to be entered in the

revenue records of the suit schedule properties as per MR No.6/2017-2018 and accordingly defendant No.1 has become the exclusive owner and possessor of the suit schedule properties. Thereafter, in order to meet his family necessities, defendant No.1 offered item No.1 of suit schedule property bearing R.S.No.4/1 and defendant No.3 verified the documents pertaining to the said property and came to know that said suit schedule property was standing in the name of defendant No.1 on the basis of the MR No.6/2017-18 and therefore, he has expressed his willingness to purchase item No.1 of suit schedule property for valuable consideration of Rs.8,47,000/- and accordingly, defendant No.1 has accepted the said offer and sold the item No.1 of suit schedule property to him for sale consideration of Rs.8,47,000/- and accordingly, his name came to be entered in the revenue records of the said property and therefore, he is the bona-fide purchaser of item No.1 of suit schedule property.

**19.** Though defendant No.3 has contended that plaintiffs and defendant No.1 have got partitioned their family properties and in the said partition, suit schedule properties have been allotted to the share of defendant No.1, he has not produced any partition deed on record entered between plaintiffs and defendant No.1 with respect to the suit schedule properties to prove that suit schedule properties are allotted to the share of defendant No.1. Even defendant No.3 has not produced the certified copy of MR. No. 6/2017-18, on the basis of which he contends that plaintiffs and defendant No.1 have got partitioned their family properties and in the said partition, suit schedule properties have been allotted to the share of defendant No.1. However, plaintiffs have produced the certified copy of MR.No.H6/2017-18 dated 01.08.2017 as per Ex.P.7. On careful perusal of Ex.P.7, it reveals that plaintiffs and defendant No.1 have got partitioned suit schedule properties among themselves and in the said partition, suit schedule properties have been allotted to the share of defendant No.1. However, in order to

substantiate the same, defendant No.3 has not produced any partition deed entered between plaintiffs and defendant No.1 with respect to the suit schedule properties.

**20.** The explanation to Sec.6 of the Hindu Succession (Amendment) Act, 2005, provides that "**For the purpose of this section, partition means any partition made by execution of a deed of partition duly registered under the Registration Act, 1908 or partition effected by a decree of a court**". The defendant No.3 has not mentioned in what way or manner plaintiffs and defendant No.1 have got partitioned their family properties and he simply contended that in the said partition, suit schedule properties have been allotted to the share of defendant No.1. However DW.1 during his cross examination deposed that plaintiffs and defendant No.1 have got partitioned their family properties by way of decree of a court. But, defendant No.3 has not produced any decree of a court or registered partition deed, effected between the plaintiffs and defendant No.1 with respect to their family properties and in the said

partition, suit schedule properties have been allotted to the share of defendant No.1. Moreover, **“It is well settled principle of law that, no property which is more than the value of Rs.100/- can be transferred without there being registered document as per Sec.17 of Indian Registration Act. It is relevant to note that as per Sec.49 of Registration Act, if any property is transferred without registration against Sec.17, such transfer will not create any right or interest in favour of transferee in respect of such a transfer”**. Therefore, even if it is taken that plaintiffs and defendant No.1 have got partitioned their family properties and in the said partition, suit schedule properties have been allotted to the share of defendant No.1 with the consent of the plaintiffs, such a transfer does not create any right or interest in favour of defendant no.1 as it is hit by Sec.49 of the Registration Act. Therefore, the contention of the defendant No.3 that plaintiffs and defendant No.1 have got partitioned their family properties

and in the said partition, suit schedule properties have been allotted to the share of defendant No.1 is not acceptable.

**21.** DW.1 in his examination-in-chief deposed that before purchase of the item No.1 of suit schedule properties, he has verified the records and came to know that said property was allotted to the share of defendant No.1 in the partition took place between plaintiffs and defendant No.1 and accordingly, name of the defendant No.1 came to be entered in the revenue records of the said property and therefore he has purchased the said property for sale consideration amount of Rs.8,47,000/- from defendant No.1 and therefore he is the bona-fide purchaser of the said property. In order to prove the same, defendant No.3 has produced original sale deed as per Ex.D.1. On careful perusal of Ex.D.1 sale deed, it reveals that defendant No.3 has purchased the item No.1 of suit schedule property bearing R.S.No.4/1 measuring 6 acres 2 guntas from defendant No.1 and 2 for a valuable consideration of Rs.8,47,000/-. DW.1 in his cross-examination admitted that

plaintiff No.1, defendant No.1 are the children and plaintiff No.2 is the wife of deceased Venkappa and names of the plaintiffs and defendant No.1 came to be entered in the revenue records of the suit schedule properties on the basis of the Warsa. Further DW.1 deposed that he has not seen the partition deed entered between the plaintiffs and defendant No.1 with respect to their family properties and he even do not know defendant No.1 has how many children's. Further DW.1 deposed that he even not inquired what timely necessity which made the defendant No.1 to sale the item No.1 of suit schedule property and he has not obtained the signatures of the plaintiffs on the sale deed with respect to item No.1 of suit schedule property and he even not informed the plaintiffs that he is purchasing the same and further admitted that at the time of purchase of item No.1 of suit schedule property, he knows that defendant No.1 has younger brother.

**22.** So on careful perusal of the aforesaid evidence of DW.1, it reveals that defendant No.3 knowing fully well that

plaintiffs and defendant No.1 have inherited the item No.1 of suit schedule property after the death of propositus Venkappa Tattimani and without enquiring the plaintiffs about item No.1 of suit schedule properties, defendant No.3 has purchased the same through registered sale deed from the defendant No.1 and 2. Therefore, it cannot be held that defendant No.3 is the bona-fide purchaser of the item No.1 of suit schedule properties. Further it can be concluded that defendant No.1 was not the absolute owner of item No.1 of suit schedule property and therefore he alone cannot execute sale deed with respect said property in favour of defendant No.3. Therefore sale deed executed by defendant No.1 and 2 with respect to item No.1 of suit schedule property in favour of defendant No.3 is not binding on the shares of plaintiffs.

**23.** Therefore, plaintiffs by leading cogent oral as well as documentary evidence proved that suit schedule properties are their joint family properties and not the ancestral joint family properties and they are entitled to share in the same.

Further, plaintiffs proved that sale deed dated 08.08.2018 executed by defendant No.1 in favour of defendant No.3 with respect to item No.1 of suit schedule property is not valid and same is not binding on their share in the suit schedule properties. Further, Defendant No.3 by leading cogent oral as well as documentary evidence, failed to prove that partition entered between plaintiffs and defendant No.1 with respect to their family properties as contented in the para No.11 of his written statement and he is the bona-fide purchaser of the item No.1 of suit schedule properties. This Court already came to the conclusion that suit schedule properties are the joint family properties of plaintiffs and defendant No.1 and since plaintiffs and defendant No.1 have inherited the suit schedule properties from propositus Venkappa Tattimani, the said properties have to be divided into three equal shares. That as per Ex.P.6 RTC extract item No.1 of suit schedule properties is standing in the name of defendant No.3 and as per Ex.P.3 and 4 RTC extracts, item No.2 and 3 properties are standing in the name of defendant

No.1. The registered sale deed with respect to the item No.1 of suit schedule property executed by defendant No.1 in favour of defendant No.3 is not binding on the share of the plaintiffs because defendant No.1 was not the absolute owner of said property and plaintiffs also have equal share in the said property. The plaintiff No.1 and defendant No.1 being the sons and plaintiff No.2 being the wife of propositus Venkappa Tattimani are entitled to 1/3<sup>rd</sup> share each in the suit schedule properties and sale deed executed by defendant No.1 in favour of defendant No.3 with respect to item No.1 of suit schedule properties is not binding on the 1/3<sup>rd</sup> share each of the plaintiff No.1 and 2. **Therefore this Court answers Issue No.1 in the Partly Affirmative, Issue No.2 in the Affirmative and Issue No.3 and 4 in the Negative.**

**24. ISSUE NO.5:** The plaintiffs have filed present suit against the defendants for the relief of partition and separate possession with respect to the suit schedule properties. The plaintiffs by leading cogent and reliable

evidence have proved that suit schedule properties are the joint family properties of plaintiffs and defendant No.1 and they are entitled to 1/3<sup>rd</sup> share each in the same. Further plaintiffs have proved that sale deed dated 08.08.2018 executed by defendant No.1 in favour of defendant No.3 with respect to item No.1 of suit schedule properties is not valid and not binding on their share in the item No.1 of suit schedule properties. Hence, plaintiffs are entitled for the relief of partition and separate possession of their share in the suit schedule properties. **Therefore this Court answers Issue No. 5 in the Affirmative.**

**25. The Hon'ble Supreme Court of India in Kattukandi Edathi Krishnan and another -Vs- Kattukandi Edathi Valsan and others, 2022 SCC Online SC 737,** while reiterating the observations made in the earlier ruling in Shub Karan Bubna (cited supra), has laid down as follows:

*“33. We are of the view that once a preliminary decree is passed by the Trial Court, the Court should proceed with the case for drawing up the final decree suo motu. After*

*passing of the preliminary decree, the Trial Court has to list the matter for taking steps under Order XX Rule 18 of the CPC. The courts should not adjourn the matter sine die, as has been done in the instant case. There is also no need to file a separate final decree proceedings. In the same suit, the court should allow the concerned party to file an appropriate application for drawing up the final decree. Needless to state that the suit comes to an end only when a final decree is drawn. Therefore, we direct the Trial courts to list the matter for taking steps under Order XX Rule 18 of the CPC soon after passing of the preliminary decree for partition and separate possession of the property, suo-motu and without requiring initiation of any separate proceedings.*

Therefore as per the above decision & directions of Hon'ble Supreme Court of India, it is the bounden duty of this court to direct the office to register suo-moto FDP for taking steps U/Or. XX Rule 18 of CPC.

**26. Issue No.6:-** In view of my foregoing reasoning and conclusion arrived at by me during the discussion of above issues, I proceed to pass the following:

**:: O R D E R ::**

**The suit of the plaintiffs is hereby decreed.**

**It is hereby declared that plaintiffs are entitled to 1/3<sup>rd</sup> share each in the suit schedule properties situated at Malapur P.J village, Taluka Mudhol, Dist: Bagalkot.**

**Further it is hereby declared that defendant No.1 is entitled to 1/3<sup>rd</sup> share in the suit schedule properties situated at Malapur P.J village, Taluka Mudhol, Dist: Bagalkot.**

**To curve out his share, the defendant No.1 is liable to pay separate court fee.**

**Looking into relationship between parties and nature of the suit, the parties are directed to bear their own cost.**

**Office to draw preliminary decree accordingly.**

**Further the office is directed to register suo moto FDP and put up entire**

**Records of this suit in the said FDP, after  
expiry of appeal period, for taking STEPS U/  
Or. XX Rule 18 of CPC.**

(Dictated to the Stenographer directly on the computer, typed by her, corrected & signed by me & then pronounced in open Court on this 6<sup>th</sup> Day of March-2026).

**(LAGAMA S. HUKKERI)  
Pr. Civil Judge & JMFC,,  
Mudhol.**

**A N N E X U R E**

**I. LIST OF WITNESSES EXAMINED ON BEHALF OF PLAINTIFF:**

- PW.1 : Ramappa Basappa Tattimani.  
PW.2 : Appasaheb Pandappa Kanabur.  
PW.3 : Basappa Krishnappa Pujeri.

**II. LIST OF DOCUMENTS MARKED ON BEHALF OF PLAINTIFF:**

- Ex.P.1 : Special Power of Attorney dated:27.01.2025.  
Ex.P.2 : RTC extract of R.S.No.4/1.  
Ex.P.3 : RTC extract of R.S.No.7/1.  
Ex.P.4 : RTC extract of R.S.No.8/1.  
Ex.P.5 : Certified copy of MR.No.71/2005-06.  
Ex.P.6 : RTC extract of R.S.No.4/1.  
Ex.P.7 : Certified copy of MR.H-6/2017-2018.  
Ex.P.8 : RTC Extract of R.S.No.4/1.  
Ex.P.9 : Certified copy of MR.No.H-2/2018-19.  
Ex.P.10 : Certified copy of sale deed dated 08-08-2018.

**III. LIST OF WITNESSES EXAMINED ON BEHALF OF DEFENDANTS:**

- DW.1 : Shrimanth Jinappa Khangond.

**IV. LIST OF DOCUMENTS MARKED ON BEHALF OF DEFENDANTS:**

- Ex.D.1 : Original Sale Deed dated 08-08-2018.  
Ex.D.1(a) : Signature of defendant No.3.

- Ex.D.1(b) : Signature of defendant No.1.  
Ex.D.1(c) : Signature of defendant No.2.  
Ex.D.1(d) : Signature of defendant No.1.  
Ex.D.1(e) : Signature of defendant No.2.  
Ex.D.1(f) : Signature of defendant No.3.

**(LAGAMA S. HUKKERI)**  
**Prl. Civil Judge & JMFC,,**  
**Mudhol.**