

KABR010041812024



Presented on : 26-09-2024

Registered on : 23-10-2024

Decided on : 28-07-2026

Duration : 1 year, 9 months, 5 days

**IN THE COURT OF THE ADDITIONAL SESSIONS JUDGE
FAST TRACK SPECIAL COURT - III AT BENGALURU
RURAL DISTRICT, BENGALURU**

Dated this the 28th day of July 2026

**PRESENT : Rama Naik, B.Com.LL.B.,
Additional District & Sessions
Judge, Fast Track Special
Court - III, Bengaluru Rural
District, Bengaluru**

Regular Appeal No.131/2024

**Appellant : The Bangalore Mico
Shramajevi Karmikara
Gruha Nirmana Sahakara
Sangha Niyamitha,
No.39/2, 3rd Main road,
7th Cross, Wilson Garden,
Bengaluru - 560 027
Rep. by its President,
Mr.S B Shivakumaraiah**

[By RIC, Advocate]

Versus

Respondents

: 1) **Mrs. K N Hemavathy,**
W/o : Mr. C Babu Reddy,
Age : 54 years,

2) **Kumari B Lesha,**
D/o : Mr C Babu Reddy,
Age : 34 years,

3) **Kumari Trishu,**
D/o : Mr C Babu Reddy,
Age : 33 years,

4) **Master B Nishal,**
S/o : Mr C Babu Reddy,
Age : 26 years,

All are residing at -
Babu Reddy Compound,
Hongasandra village,
Begur Road,
Bengaluru South taluk,
Bengaluru – 560 068

5) **Mr C Babu Reddy,**
S/o : late Mr Chinnappa,
Age : 62 years,

6) **Mr Ananth Ramu,**
Honorary Secretary,
The Bengaluru Mico Sharamajeevi
Gruha Nirmana Sahakara Sangha
Niyamitha,
No.70/A-13, 14th Cross,
1st Main Road, BTS Road,
Wilson Garden, Bengaluru

7) **Mr Narasimha Reddy,**
S/o : M Muni Rathnam Reddy,

Age : 52 years,
R/o : No.9, 23rd Main Road,
8th Cross, 1st Sector,
HSR Layout,
Bengaluru – 560 102

[R-1 to R-6 are ex parte,
R-7, absent]

J U D G M E N T

Appeal is preferred by defendant No.3 under Order XLI Rules 1 and 2 of the Code of Civil Procedure, 1908 [CPC] assailing the judgment dated 26.06.2024 [impugned judgment] passed in OS No.294/2010 whereby suit filed by plaintiffs seeking partition of suit properties came to be decreed in part.

2) Plaintiffs filed suit seeking partition of suit property claiming 1/5th share each after declaring the sale deed dated 05.01.2005 executed by defendant No.1 in favour of defendant No.4 is not binding on plaintiffs' shares in suit property, contending that plaintiff No.1 is wife and plaintiffs No.2 to 4 are

children of defendant No.1. In family partition, which took place in 1952, Thimmaiah @ Annayappa, who is grandfather of defendant No.1, got share in agricultural land bearing Sy.No.75 measuring 36 guntas situated at Begur hobli which came to be succeeded by father of defendant No.1 later. Plaintiffs and defendant No.1 constitute Joint Hindu Family and that they have equal share in suit property. Defendant No.1, after colluding with defendant No.2, executed General Power of Attorney [GPA] on 06.01.1992 in respect of suit property in favour of defendant No.2 without the knowledge and consent of plaintiffs.

3) It is further contended that defendant No.1 also acquired Sy.No.91 measuring 2 acres and 5 guntas of Hongasandra village which is also an ancestral joint family property in which plaintiffs are having equal shares. Plaintiffs' demands for partition were being postponed by defendant No.1 on the one or other

pretext. In November 2007, when plaintiffs again demanded for partition of suit property, then, defendant No.1 disclosed about execution of GPA in favour of defendant No.2 in respect of suit property and execution of sale deed in favour of defendant No.4.

4) Defendant No.1, in his written statement, states that plaintiffs No.1 to 4 are having equal shares in suit property as they are coparceners. Defendant No.2 forged his signature and created GPA dated 06.01.1992 in respect of suit property. He had no exclusive right to execute GPA in respect of suit property. He made an effort to correct the fraudulent transaction of creating GPA, however, defendant No.2 harassed him by giving complaint to jurisdictional police. He did not execute GPA dated 06.01.1992 in respect of suit property and not receive any consideration under GPA. He had no right to execute sale deed dated 05.01.2005 in favour

of defendant No.4, and therefore, he has no objection to decree the suit as prayed for.

5) Defendant No.3, in the written statement, contends that suit came to be filed for extracting more money from true owners of the sites formed in Sy.No.75 of Hongasandra village by defendant No.3. Defendant No.3 formed a residential layout in an area of around 69 acres and 13 guntas situated in Begur and Hongasandra villages including 36 guntas of land in Sy.No.75 of Hongasandra village. Suit property being excess vacant land in urban agglomeration was to be acquired by the Land Acquisition Officer, Bengaluru during the year 1988 and at that point of time, defendant No.1, after receiving entire consideration amount, executed irrevocable power of attorney coupled with interest empowering defendant No.3 and the layout developers to get the approval of Bengaluru Development Authority. From 1989 onwards defendant

No.1 has parted with suit property in favour of defendant No.3 and lost all right, title and interest therein after receipt of the consideration amount and after executing irrevocable power of attorney coupled with interest. Defendant No.3 approached the BDA and got layout plan approved and sanctioned. BDA issued work order dated 04.12.1995 to develop layout with civic amenities. The Urban Land (Ceiling and Regulation) Authority also permitted the land owners to part with the land only in favour of defendant No.3 and the land being excess vacant land was deemed to be Urban Land.

6) It is further contended that after getting approval of BDA, defendant No.3 allotted the sites formed therein to its members and the sale deeds were registered in favour of the allottee members who are in actual and physical possession of the sites as absolute owners and have put-up construction after getting

licence and sanctioned plan and most of them are residing therein.

7) It is further contended that defendant No.1 was holding excess vacant land which ought to have vested in the Government but for the Urban land (Ceiling and Regulation) Act provided an opportunity to the excess land holder an exemption under Section 20 of the Act. The excess land holder could certain circumstance was allowed to part with his excess land and defendant No.1 opted to exercise the option so that he could get the best consideration for the same. The permission also had mentioned that it ought to be sold to the defendant No.3 only. It is further contended that defendant No.1 after parting with the land in favour of the defendant No.3 had for the second time sold the land to defendant No.4 in the year 2004 and tried to create more complications.

B. Issues -

8) Learned Trial Court has framed the following issues :

Issues

(1) Whether the plaintiffs prove that suit schedule properties are the ancestral and joint family properties?

(2) Whether the plaintiffs further prove that the registered GPA dated 06.01.1992 and sale deed dated 07.01.2005 are not binding upon them?

(3) Whether defendant No.3 proves that the suit is bad for non-joinder of necessary parties?

(4) Whether the defendant No.3 proves that the Court fee paid on the plaint is insufficient?

(5) Whether the plaintiffs are entitled to the relief of partition?

(6) To what decree or order?

9) After recording the evidence of the parties on the issues framed and hearing the arguments, learned Trial Court has passed the impugned judgment.

10) In the appeal memo, defendant No.3 has urged following grounds :

(a) Trial Court has erred in coming to the conclusion that no interest has been created in GPA in favour of defendant No.3 in respect of Sy.No.75 of Hongasandra village.

(b) Exs.D.1 to D.9 clearly show that land was acquired as per Government orders.

(c) Trial Court has not appreciated the fact that work order issued by BDA also consists of Sy.No.75 of Hongasandra village.

(d) Trial Court has failed to appreciate the fact that plaintiffs and defendant No.1, after colluding themselves, have filed the suit.

(e) Trial court has failed to appreciate the fact that defendant No.1 had no subsisting right to cancel GPA.

11) Heard arguments by learned counsel for appellant. Respondents did choose not to appear before the Court and to contest the present appeal.

Perused written arguments submitted by counsel for appellant and the records.

12) Points that arise for determination are :

(1) Whether suit property bearing Sy.No.75 measuring 36 guntas of Hongasandra village was acquired by Government orders as contended by defendant No.3?

(2) Whether defendant No.1 had exclusive right in suit property bearing Sy.No.75 measuring 36 guntas of Hongasandra village to execute GPA dated 06.01.1992 in favour of defendant No.3 and sale deed dated 07.01.2005 in favour of defendant No.4?

(3) Whether GPA dated 06.01.1992 came to be executed after creating interest in favour of defendant No.3 as contended by defendant No.3?

(4) If so, what would be the remedy for defendant No.3?

(5) What order?

13) My answer to above points are :

Point No.1 - **In Negative**

Point No.2 - **In Negative**

Point No.3 - **In Affirmative**

Point No.4 - **As per findings**

Point No.5 - **As per final order,
for the following :**

REASONS

14) In Trial Court, plaintiff No.1 got herself examined as PW.1 and one witness by name Shakunthamma got examined as PW.2 and Exs.P.1 to P.9 got marked on behalf of plaintiffs.

15) On behalf of defendant No.3, Vice-President of defendant No.3 by name S.B. Shivakumaraiah got examined as DW.1 and Exs.D.1 to D.9 got marked on behalf of defendant No.3. Defendant No.1 got himself examined as DW.2 and got marked Exs.D.10 to D.13.

16) On behalf of defendant No.3, following submissions are made :

(a) Defendant No.1 executed registered GPA on 06.01.1992 in favour of defendant No.3 which is irrevocable and coupled with interest.

(b) Defendant No.1, after giving undertaking on 13.08.1998, received further sum of Rs.80,000/- as additional compensation and agreed to withdraw legal notice.

(c) BDA has approved layout plan on 19.10.1992 and issued work order on 14.02.1995 in respect of land including suit property in favour of defendant No.3.

(d) Defendant No.1 unilaterally cancelled GPA dated 06.01.1992 under which interest was created in favour of defendant No.3 and same would not be binding on defendant No.3.

(e) As defendant No.1 died on 23.04.2024, defendant No.3 could not cross-examine him and his evidence

deposed in his examination-in-chief ought to have been discarded by Trial Court.

17) To buttress the submissions, learned counsel for defendant No.3 has placed reliance on the following judgments :

(a) **Subodhkumar and Ors vs. Bhagwant Namdeo rao Mehetre and Ors [AIR 2007 SC 1324]**, wherein the Hon'ble Supreme Court was pleased to hold that a karta has power to alienate for value the joint family property either for necessity or for benefit of the estate. He can alienate with the consent of all the coparceners of the family. When he alienates for legal necessity he alienates an interest which is larger than his undivided interest. When the karta, however, conveys by way of imprudent transaction, the alienation is voidable to the extent of the undivided share of the non-consenting coparcener.

(b) **Mohammed @ Podiya vs. Assistant Commissioner [ILR 1993 KAR 2306]** wherein the Hon'ble High Court of Karnataka was pleased to observe as under :

"5. Section 202 of the Contract Act provides that where the agent has

himself an interest in the property which forms the subject matter of the agency, the agency cannot in the absence of any express condition be terminated to the prejudice of such interest. The principle is that when an agreement is entered into on a sufficient authorization whereby an authority is given for the purpose of giving some benefit to the donee of the authority such an authority is irrevocable. An authority coupled with interest is not determined by death, insanity or bankruptcy of the principal where the agent made advances to the principal and is authorised to sell at best price and recoup advances made by him, the agency is one coupled with interest and is irrevocable. Where all the rights and liabilities under a contract were made over by a power-of-attorney, such power is an agency coupled with interest."

(c) Suraj Lamp and Industries Private Limited (2) Through Director vs. State of Haryana and Another [(2012) 1 Supreme Court Cases 656] wherein the Hon'ble Supreme Court was pleased to hold as under :

"26. We have merely drawn attention to and reiterated the well-settled legal position that SA/GPA/will transactions are not "transfers" or "sales" and that such transactions cannot be treated as completed transfers or conveyances. They can continue to be

treated as existing agreements of sale. Nothing prevents the affected parties from getting registered deeds of conveyance to complete their title. The said "SA/GPA/will transactions" may also be used to obtain specific performance or to defend possession under Section 53-A of the TP Act. If they are entered before this day, they may be relied upon to apply for regularisation of allotments/leases by development authorities. We make it clear that if the documents relating to "SA/GPA/will transactions" have been accepted/acted upon by DDA or other development authorities or by the municipal or Revenue Authorities to effect mutation, they need not be disturbed, merely on account of this decision.

27. We make it clear that our observations are not intended to in any way affect the validity of sale agreements and powers of attorney executed in genuine transactions. For example, a person may enter into a development agreement with a land developer or builder for developing the land either by forming plots or by constructing apartment buildings and in that behalf execute an agreement of sale and grant a power of attorney empowering the developer to execute agreements of sale or conveyances in regard to individual plots of land or undivided shares in the land relating to apartments in favour of prospective purchasers. In several States, the

execution of such development agreements and powers of attorney are already regulated by law and subjected to specific stamp duty. Our observations regarding "SA/GPA/will transactions" are not intended to apply to such bonafide/genuine transactions."

Analysis and conclusion -

I. Points No.1 to 4 - To avoid the repetition of facts, these points are taken together for discussions.

18) Ex.P.10 is certified copy of partition deed dated 10.05.1952 which came to be entered among Timmaiah @ Anniyappa son of Muniyappa, Gurumurthappa son of Muniyappa and Doddanna son of Honnurappa in respect of family properties including suit schedule properties bearing Sy.No.75 measuring 36 guntas and Sy.No.91 measuring 2 acres and 5 guntas of Hongasandra village. In the partition deed, suit schedule properties and other properties were allotted to the share of Timmaiah @ Anniyappa

son of Muniyappa who is the grand father of defendant No.1 and great grand father of plaintiffs No.2 to 4.

19) Family tree at Ex.P.2 would go to show that Chinnappa is the son of Timmaiah @ Anniyappa. Said Chinnappa died leaving behind his four children including defendant No.1. Plaintiffs No.2 to 4 are the children of defendant No.1. Thus, it would be clear that suit properties are the ancestral properties of defendant No.1 and plaintiffs No.2 to 4 and that they are the coparceners.

20) Ex.D.9 is agreement of sale dated 08.03.1989 which came to be entered into between defendant No.1 and defendant No.3 wherein defendant No.1 agreed to sell suit property bearing Sy.No.75 measuring 36 guntas of Hongasandra village to defendant No.3 for a sum of Rs.1,84,500/-. Ex.P.9 recites that a sum of Rs.50,000/- came to be received by defendant No.1 out of total sale consideration

amount as on the date of agreement. It further recites that the balance amount would be paid within 9 months from the date of agreement. It also recites that the possession of the schedule property will be delivered to defendant No.3 immediately on receipt of the full sale consideration amount.

21) Ex.P.9/Ex.D.3 is registered GPA dated 06.01.1992 which came to be executed by defendant No.1 in favour of defendant No.2 who was the Secretary of defendant No.3, in respect of suit property bearing Sy.No.75 measuring 36 guntas of Hongasandra village authorizing defendant No.2 with general powers such as to work, manage, develop, control supervise and deal with schedule property; to apply BDA for forming a private layout and residential sites in schedule property; to apply special Deputy Commissioner for converting schedule property into residential use; to sell residential sites and to receive the amounts of sale;

to pay betterment levy or any other expenditures incurred towards the land; to utilize the schedule property for the purpose of constructing temporary or permanent structure; to maintain proper accounts; and to do all general or other acts.

22) A conjoint reading of above agreement of sale and GPA, it would be clear that defendant No.3 agreed to purchase suit property bearing Sy.No.75 measuring 36 guntas of Hongasandra village for Rs. 1,84,500/- from defendant No.1 and out of the said amount, defendant No.1 received Rs.50,000/- towards part sale consideration amount. It would further be clear that in pursuance of the agreement of sale, defendant No.1 executed GPA dated 06.01.1992 investing defendant No.2 with all general powers as stated supra. In that way, it can be fairly said that GPA came to be executed by defendant No.1 after creating an interest in favour of defendant No.3.

23) Defendant No.1, in his evidence, has produced deed of cancellation/revocation of GPA dated 06.01.1992 at Ex.D.11 which came to be registered in the office of Sub-Registrar on 27.12.1997. It would go to show that GPA dated 06.01.1992 executed by defendant No.1 got cancelled by defendant No.1 by registering it before the Sub-Registrar.

24) It is to be noticed that along with deed of cancellation/revocation of GPA dated 06.01.1992, defendant No.1 has produced notice given to defendant No.3 whereby he informed defendant No.3 about cancellation of GPA dated 06.01.1992. Postal receipt for having addressed the notice to defendant No.3 and acknowledgment for having received the notice by defendant No.3 have been marked as Exs.D.12 and D.13 respectively in the examination-in-chief of defendant No.1.

25) Defendant No.3 has produced letter dated 13.08.1998 at Ex.D.4 wherein defendant No.1 writes that in continuation to his discussions with defendant No.3 earlier, he has agreed to take back his notice given to defendant No.3 regarding cancellation of GPA in respect of Sy.No.75 measuring 36 guntas of Hongasandra village. He further writes that he has agreed this on account of defendant No.3's willing to pay him Rs.80,000/- as additional compensation. He has no objection in registering the balance sites in his survey number and also for the sites already registered by defendant No.3. He further writes that earlier GPA given by him holds good and that he will inform his advocate to withdraw the notice given by him.

26) In Ex.D.4, it is mentioned that defendant No.1 has received a sum of Rs.20,000/- by way of pay order dated 30.03.1998. Further, in Ex.D.4, defendant No.1 put his endorsement, stating that he confirms that he

has received a sum of Rs.30,000/- each from defendant No.3 vide cheque No.965663 dated 06.04.1998 and cheque No.965664 dated 10.04.1998.

27) Thus, from Exs.D.11 to D.13 and D.4, it would be clear that GPA dated 06.01.1992 executed by defendant No.1 in favour of defendant No.3 got cancelled by him on 27.12.1997 under Ex.D.11 and that cancellation of GPA dated 06.01.1992 was brought to the notice of defendant No.3. Subsequently, defendant No.1, under Ex.D.4, agreed to take back his notice whereby he had informed defendant No.3 about cancellation of GPA dated 06.01.1992 and asserted that GPA dated 06.01.1992 holds good. Be that as it may, GPA dated 06.01.1992 executed by defendant No.1 in favour of defendant No.3 creates an agency coupled with interest, and hence, cancellation/revocation of GPA dated 06.01.1992 would not take effect in view of clog in Section 202 of the Indian Contract Act, 1872.

28) Defendant No.3 has produced two more GPAs at Exs.D.1 and D.2. Both came to be executed by defendant No.1 and notarized before Notary Public on 30.05.1989 in respect of suit property bearing Sy.No.75 measuring 36 guntas investing one CVL Shastry with general powers.

29) It is to be noticed that after execution of Exs.D.1 and D.2 on 30.05.1989, defendant No.1 executed registered GPA dated 06.01.1992 creating an interest in favour of defendant No.3 in pursuance of agreement of sale dated 08.03.1989. Thus, GPAs at Exs.D.1 and D.2 would become redundant on account of execution of GPA dated 06.01.1992, and hence, there finds no reason in relying upon Exs.D.1 and D.2 by defendant No.3.

30) Defendant No.3 has placed reliance on Ex.D.5 which is resolution dated 29.05.1991 passed by the Government of Karnataka. In Ex.D.5, there has been

reference to the effect that defendant No.3 submitted application to the Government seeking permission to purchase land measuring 55 acres and 21.5 guntas in various survey numbers of Hongasandra and Begur villages for the purpose of formation of residential sites for its members and that owners of excess land have sought permission to sell their excess land to defendant No.3 for their financial need. In Ex.D.5, list of owners for having excess land is given. The name of defendant No.1 is shown in Sl.No.9 and he is shown to have excess land to an extent of 2642.20 square meters, which would around 26.12 gutnas, in Sy.No.75/2. Ex.D.5 would further go to show that permission was granted to the owners of excess land to sell their excess land to defendant No.3 subject to conditions. One of the conditions is, that owners of excess land shall sell their excess land to defendant No.3 within one year from the date of the order which came to be passed on 29.05.1991.

31) From Ex.D.5, it can be said that defendant No.3 was granted permission to purchase land for formation of sites for its members and that excess land owners are permitted to sell their excess land to defendant No.3 within one year from the date of order. Nothing contained in Ex.D.5 would be applicable to suit property bearing Sy.No.75 measuring 36 guntas of Hongasandra village which is ancestral property of plaintiffs No.2 to 4 and defendant No.1. Permission mentioned in Ex.D.5 is in respect of excess land of defendant No.1 in Sy.No.75/2 measuring 26.12 guntas. It is no way concerned to suit property bearing Sy.No.75 measuring 36 guntas. In respect of suit property, defendant No.3 entered into agreement of sale as per Ex.D.9. Only option for defendant No.3 was that he should have enforced the terms of agreement within the time stipulated therein and got sale deed. Defendant No.3 did not do so. Instead, it went on taking GPAs and letter from defendant No.1. In the

meanwhile, defendant No.1, after conversion of the suit property bearing Sy.No.75 measuring 36 guntas for residential purpose as per Ex.D.6, sold the same to defendant No.4 under registered sale deed dated 07.01.2005 for Rs.24,30,000/-.

32) Now, the question that looms the matter is that whether agreement of sale and GPA executed in favour of defendant No.3 and subsequent sale deed executed in favour of defendant No.4 would be binding upon plaintiff Nos.2 to 4?

33) Learned counsel for defendant No.3, having placed reliance on the judgment in the case of **Subodhkumar vs. Bhagwant Namdeo Rao** (referred supra), has submitted that karta has power to alienate for value the joint family property for necessity or for benefit of the estate.

34) It is to be noticed that there has been no pleading on the part of defendant No.3, no issues have been framed and no evidence has been led to the said effect. In absence of proof, merely on the basis of arguments, it cannot be come to the conclusion that defendant No.1, being the karta of the family, has entered into agreement of sale/GPA with defendant No.3 and agreed to sell the property for his family necessity. Even neither agreement of sale nor GPA recites anything to the said aspect of the matter. In that way, it can be holistically said that plaintiffs' undivided right in suit property bearing Sy.No.75 measuring 36 guntas remains as it is, despite the sale agreement/GPA executed in favour of defendant No.3 by defendant No.1 and said agreement of sale/GPA would not come as impediment to claim their shares in suit property bearing Sy.No.75 measuring 36 guntas. Even if it is assumed that defendant No.3 made development in suit property bearing Sy.No.75

measuring 36 guntas on the basis of GPA dated 06.01.1992, same would not be a defence for defendant No.3 that it is in exclusive possession of suit property. Because of non-joining of plaintiffs No.2 to 4 in agreement of sale/GPA and sale deed, their joint possession of suit property would continue as before.

35) In **Jai Singh and Others vs. Gurmej Singh [(2009) 15 SCC 747]**, the Hon'ble Supreme Court was pleased to state the principles relating to inter se right and liabilities of co-shares. Para-9 and 10 reads thus :

"9. It is to be noted that in the subsequent Full Bench judgment in Bhartu case, the earlier decision in Lachhman Singh case was distinguished on facts. The principles relating to the inter se rights and liabilities of co-sharers are as follows :

(1) A co-owner has an interest in the whole property and also in every parcel of it.

(2) Possession of joint property by one co-owner is in the eye of the law, possession of all even if all but one are actually out of possession.

(3) A mere occupation of a larger portion or even of an entire joint property does not necessarily amount to ouster as the possession of one is deemed to be on behalf of all.

(4) The above rule admits of an exception when there is ouster of a co-owner by another. But in order to negative the presumption of joint possession on behalf of all, on the ground of ouster, the possession of a co-owner must not only be exclusive but also hostile to the knowledge of the other as, when a co-owner openly asserts his own title and denies, that of the other.

(5) Passage of time does not extinguish the right of the co-owner who has been out of possession of the joint property except in the event of ouster or abandonment.

(6) Every co-owner has a right to use the joint property in a husband like manner not inconsistent with similar rights of other co-owners.

(7) Where a co-owner is in possession of separate parcels under an arrangement consented by the other co-owners, it is not open to anybody to disturb the arrangement without the consent of others except by filing a suit for partition.

10. It is thus evident that when a co-sharer is in exclusive possession of some portion of the joint holding he is in possession thereof as a co-sharer and is entitled to continue in its possession if it is not more than his share till the joint holding is

partitioned. A vendor cannot sell any property with better rights than himself. As a necessary corollary when a co-sharer sells his share in the joint holding or any portion thereof and puts the vendee into possession of the land in his possession what he transfers is his right as a co-sharer in the said land and the right to remain in its exclusive possession till the joint holding is partitioned amongst all co-sharers."

36) In that way, there finds no fault in impugned judgment in decreeing the suit of plaintiffs in respect of suit property bearing Sy.No.75 measuring 36 guntas of Hongasandra village. Since there has been no challenge to impugned judgment on the part of plaintiffs in rejecting the prayer for partition of suit property bearing Sy.No.91 measuring 2 acres and 5 guntas, which came to be allotted to the grand father of defendant No.1 and great grandfather of plaintiffs No.2 to 4 in partition deed at Ex.P.1, there would be no reason to go into that aspect of the matter. Accordingly, I answer the above points.

II. Point No.5 -

37) For the foregoing discussion and answer to Points No.1 to 4, I proceed to pass the following :

ORDER

(1) Appeal preferred by defendant No.3 under Order XLI Rule 1 of the Code of Civil Procedure, 1908, is hereby dismissed.

(2) Parties to bear their own costs.

(3) Draw decree accordingly.

(Dictated to the Stenographer directly on computer, corrected and then pronounced by me in open Court, dated this the **28th day of July 2026**)

**RAMA NAIK
ADDITIONAL SESSIONS JUDGE
FAST TRACK SPECIAL COURT-III
BENGALURU RURAL DISTRICT
BENGALURU**