

KABR210007292007



**IN THE COURT OF THE II ADDL. SENIOR CIVIL JUDGE
AND JMFC AT ANEKAL**

Dated this the 1st day of August, 2026

PRESENT : SRI.M.MANJUNATHA. B.A.(L), LL.B.
II Addl. Senior Civil Judge & JMFC,
Anekal.

O.S.No.658/2007

PLAINTIFF/S:

1. Sri. G.Prakash
aged about 37 years,
2. Sri. G.Amaranarayana
aged about 33 years,

Both sons of late G.Gopaldas,
R/at 71/5, Shivananda Road,
Jaraganahalli, J.P.Nagar Post,
Bengaluru – 560 078.

3. Smt. G.Geetha
D/o late Gopaldas,

W/o Sreenivas,
R/at Pacharlahalli village,
Madderi Post, Vemagal Hobli,
Kolar Taluk & District – 563 101.

4. Smt. Komala
D/o late Gopaldas,
W/o late Narayanappa,
R/at Rachamanahalli,
Bestamanahalli Post,
Kasaba Hobli, Anekal Taluk.

(Rep. by Sri. M.V., Advocate)

V/s

DEFENDANTS :

1. Sri. Muniyappa
S/o late Mariyappa,
aged about 85 years,
(Deleted as dead)
2. Sri. M.Mariyappa
Adopted son of Muniyappa,
aged about 43 years,

Both residing at
Rachamanahalli village,
Kasaba Hobli, Anekal Taluk,
Bengaluru Rural District.

(Rep. by Sri. M.R.V., Advocate)

Date of institution of the suit	05.07.2007		
Nature of the suit	Declaration & Permanent Injunction		
Date of the commencement of recording evidence	23.03.2017		
Date on which the Judgment was pronounced	01.08.2026		
Total duration	Year/s 19	Month/s 00	Day/s 27

(MANJUNATHA M.)

II Addl. Senior Civil Judge & JMFC,
Anekal.

JUDGMENT

Suit filed for relief of declaration and injunction with respect to property bearing Sy.No.130/1, measuring 30 guntas of Rachamanahalli village, Kasaba Hobli, Anekal Taluuk.

2. Brief facts of the plaintiffs' case are ;

Suit schedule property was belonged to defendant No.1. Defendant No.1 being owner of suit schedule property, sold

the same in favour of Gopal Das through registered Sale Deed dated 28.08.1961. Gopal Das was in possession of suit schedule property and revenue records were mutated in his name. Gopal Das mortgaged the suit schedule property in favour of Sri. Krishnappa for mortgage money of Rs.500/-. After expiry of mortgage period, mortgage was redeemed by paying mortgage money with interest. After redemption of mortgage, revenue records with respect to suit schedule property was transferred in the name of Gopal Das. Gopal Das during his lifetime, purchased another 01 acre of land in Sy.No.130/1 of Rachamanahalli village. In total, Gopal Das was in possession of 01 acre 30 guntas of land at Rachamanahalli village. After death of Gopal Das, they being absolute owners, continued in possession over suit schedule property. Defendant No.1 and 2 who were strangers to the suit schedule property, by colluding with each other by playing fraud on the court, managed to obtain compromise decree in OS.No.464/1994, by providing false information to the court. Defendant No.2 is not at all adopted son of defendant No.1. Sale was made in the year 1971, hence, defendant had no right over the suit schedule property. On the strength of compromise decree in OS.No.464/1994, defendants managed to get final decree on 19.08.1994. On the basis of compromise decree, managed to get revenue records in

favour of defendant No.2. Compromise petition entered between defendant No.1 and 2, is nowhere concerned to suit schedule property. Boundaries shown in the compromise petition are false. On the basis of revenue records, on 16.06.2007 defendants trying to interfere with their possession, hence, suit.

3. Defendant No.2 appeared and filed written statement denying the averments of plaint and contended that suit filed against dead person i.e., defendant No.1. Defendant No.1 died 8 years before filing of suit. One Mariyappa had 2 sons, by name Marappa and Muniyappa. 1st son Marappa got one son and 2 daughters i.e., Bhagyamma, Sundaramma and Mariyappa and 2nd son had no issues, hence, he adopted Muniyappa i.e., defendant No.2 as son. They are absolute owners and in possession of 01 acre of land in Sy.No.130/1, same was purchased by him from previous vendor Doddachinnappa, through Sale Deed dated 15.10.1988. His adopted father purchased suit schedule property from one Thimmakka through Sale Deed dated 09.10.1974. Property was purchased by Muniyappa S/o Annayappa from his previous vendor through Sale Deed dated 24.10.1972. After purchase, revenue records were mutated in the name of Muniyappa S/o Annayappa. Himself and his father were

jointly enjoying the suit schedule property. He was looking after his father with love and affection, hence, his father executed Will bequeathing the suit schedule property and other properties in his favour, to which father of plaintiffs was also witness. During lifetime of his father, there was some misunderstanding between himself and his father, hence, he filed suit in OS.No.464/1994. On the intervention of elders, suit was ended in compromise. In the compromise petition, suit schedule property was allotted to him. From the date of compromise, revenue records with respect to suit schedule property were mutated in his name and he is in possession of suit schedule property. Plaintiffs having no right, title over the suit schedule property. Cause of action stated in the plaint is created. Plaintiffs failed to approach court with clean hands and court fee paid is insufficient. Boundaries stated in the schedule are wrong, hence, prayed to dismiss the suit.

4. On the basis of above pleadings, following issues were framed ;

ISSUES

1. Whether the plaintiffs prove that they are the owners and in possession of the suit property as on the date of suit ?

2. Whether the plaintiffs further prove that final decree of partition passed in OS.No.464/1994 dated 19.08.1994 on the file of the Additional Civil Judge and JMFC, Anekal is not binding upon the plaintiffs ?
3. Whether the plaintiffs further prove that they are in possession and enjoyment over the suit property as on the date of suit ?
4. Whether the plaintiffs further prove that the alleged interference caused by the defendants ?
5. Whether the 2nd defendant proves that he is the absolute owner and in possession of the suit property by virtue of the Sale Deed dated 15.10.1988 ?
6. Whether the 2nd defendant further proves that the decree in OS.No.464/1994 on the file of the Additional Civil Judge and JMFC, Anekal is obtained by following all the procedures and by producing necessary documents ?
7. Whether the plaintiffs are entitled for the relief as sought for ?
8. What order or decree ?

5. In order to prove the case of plaintiffs, plaintiff No.1 was examined as PW1 and relied on 16 documents which were marked as Ex.P1 to Ex.P16. Ex.P1 is copy of Sale Deed dated 28.08.1961, Ex.P2 is Mortgage Deed dated 25.05.1968, Ex.P3 to 9 are RTC extracts, Ex.P10 is Plaint in OS.No.464/1994, Ex.P11 is Application, Ex.P12 is Compromise Petition, Ex.P13 is Decree in OS.No.464/1994, Ex.P14 is Sale Deed dated 08.03.1967, Ex.P15 is Sale Deed dated 28.06.1971 and Ex.P16 is Form No.15. On behalf of defendants, defendant No.2 was examined as DW-1 and relied on 45 documents, which marked as Ex.D1 to 45. Ex.D1 to 3 copies of Sale Deeds, Ex.D4 is Sale Deed dated 15.10.1988, Ex.D5 to 15 are primary documents, Ex.D16 and 17 are Mutation Register Extracts, Ex.D18 to 41 are RTC extracts, Ex.D42 is Loan Clearance Certificate dated 06.06.2001, Ex.D43 is Tax Paid Receipt, Ex.D44 is certified copy of Will dated 04.09.1974 and Ex.D45 is issuance of Confirmation Letter of original documents for home mortgage loan dated 26.02.2020.

6. Heard Sri. M.V., learned Counsel for plaintiffs and Sri. M.R.V., learned counsel for defendants.

7. By considering the arguments of learned counsels, oral and documentary evidence relied by the plaintiffs and defendants **(Points urged by learned counsels will be discussed while discussing considerable Issues)** and above issues are answered as below ;

Issue No.1	:	Partly in the Affirmative & Partly in the Negative
Issue No.2	:	In the Negative
Issue No.3	:	In the Negative
Issue No.4	:	In the Negative
Issue No.5	:	Does not survive for consideration
Issue No.6	:	In the Affirmative
Issue No.7	:	In the Negative
Issue No.8	:	As per final order for the following;

REASONS

8. **Issue No.1 & 3:-** These Issues involves common question of facts, hence, taken together for discussion to avoid repetition of facts and for convenience.

According to plaintiffs, suit schedule property was purchased by their father from defendant No.1 and from the date of purchase, their father was in possession of suit schedule property. After death of their father, they are in possession of suit schedule property.

9. Defense of the defendant No.2 is ;

Suit filed against dead person. Suit schedule property was purchased by defendant No.1 through registered Sale Deed and revenue records with respect to suit schedule property were mutated in the name of defendant No.1. During lifetime of defendant No.1, there was partition between himself and defendant No.1. In the partition, suit schedule property was allotted to him. Plaintiffs are nowhere concerned to the suit schedule property, hence, prayed to dismiss suit.

10. In order to prove the case of plaintiffs, plaintiff No.1 was examined as PW-1. PW-1 in his examination-in-chief reiterated all averments of plaint. In support of oral evidence of PW-1, he relied on 16 documents, which marked as Ex.P1 to 16. Ex.P1 is Sale Deed dated 28.08.1961, which was executed by father of defendant No.1 in favour of father of plaintiffs. Defendant No.2 denied his father signature on

Ex.P1. Ex.P1 is registered instrument. Just denial on the part of defendant No.2 is not sufficient to disprove the document. Ex.P1 establishes that defendant No.1 sold 30 guntas of land in Sy.No.130/1 of Rachamanahalli village. Ex.P2 is Mortgage Deed, it discloses that after purchase of property, plaintiffs father mortgaged suit schedule property for mortgage money of Rs.500/- to one Krishnappa. As per shara written on the Mortgage Deed, mortgage was redeemed. Ex.P3 is hand written RTC extracts, it shows that it was standing in the name of father of defendant No.2. Ex.P4 is hand written RTC extract, it shows that it was standing in the name of Muniyappa S/o Mariyappa i.e., defendant No.1. After sale, as per MR.No.22/1770-71, 30 guntas were mutated in the name of father of plaintiffs. After mortgage, property was mutated in the name of Krishnappa through MR.No.21/1970-71. Ex.P6 also discloses that 30 guntas of land was again mutated in the name of Gopal Das, through MR.No.22/1770-71, Ex.P7 also establishes that 28 guntas of land in Sy.No.130/1 was mutated in the name of defendant No.2. Ex.P9 establishes that 01 acre 28 guntas of land in Sy.No.130/1 was mutated in the name of defendant No.2. Ex.P1 to 5 establishes that father of plaintiffs purchased suit schedule property from defendant No.1. On the basis of Sale Deed dated 28.08.1961, revenue records were mutated in the name of

plaintiffs father. Plaintiffs father during his lifetime, mortgaged suit schedule property in favour of one Krishnappa, it was also reflected in the revenue records, later mortgage was redeemed. Redemption of mortgage was also reflected in the revenue records. These documents clearly establishes that suit schedule property was purchased by plaintiffs father from defendant No.1.

11. Defendants contended that 01 acre 30 guntas of land was sold by defendant No.1 in favour of one Thimmakka and suit schedule property was purchased by his father through Sale Deed dated 09.10.1974 and he purchased 01 acre of land in the year 1988. There is no dispute regarding 01 acre of land. Only dispute is regarding 30 guntas. In order to prove the defense of defendants, defendant No.2 was examined as DW-1 and relied on 45 documents, out of them, Ex.D1 is Sale Deed dated 11.08.1972, it was executed by defendant No.1 in favour of Thimmakka. Sale Deed dated 09.10.1974 is Ex.P2 it was executed by Thimmakka in favour of one Doddachinnappa. Ex.D1 is subsequent to Ex.P1. Through Ex.P1 suit schedule property was sold in favour of plaintiffs father. Defendant No.1 had no right to sell the property to Thimmakka. He was the owner of only 01 acre of land, at the time of execution of Ex.D1. Ex.P1 to 5 clearly establishes

that plaintiffs father purchased property and it was mortgaged, later it was redeemed. Ex.P1 clearly establishes that plaintiffs father was absolute owner of suit schedule property. Learned counsel for defendant No.2 argued that PW-1 in his cross-examination, clearly admitted about Sale Deed of the year 1972 and father of plaintiffs had knowledge of Sale Deed, which was executed in favour of Thimmakka. Father of plaintiffs or plaintiffs never challenged Sale Deed of the year 1972. Learned counsel draw the attention of the court, which PW-1 deposed as below ;

“ 1ನೇ ಪ್ರತಿವಾದಿಯು 1972 ರಲ್ಲಿ ಸರ್ವೆ ನಂ.130/1 ರಲ್ಲಿ 1 ಎಕರೆ 30 ಗುಂಟೆ ಆಸ್ತಿಗೆ ಪಿಲ್ಲರೆಡ್ಡಿ ಮಗಳು ತಿಮ್ಮಕ್ಕನಿಗೆ ಕ್ರಯ ಪತ್ರವನ್ನು ಬರೆದುಕೊಟ್ಟಿರುತ್ತಾರೆ . ದಿ: 26.11.1974 ರಲ್ಲಿ ಸದರಿ ತಿಮ್ಮಕ್ಕ ನನ್ನ ತಂದೆ ತಮ್ಮನಿಗೆ ದೊಡ್ಡಚಿನ್ನಪ್ಪನಿಗೆ 1 ಎಕರೆ ಮಾರಾಟ ಮಾಡಿರುತ್ತಾರೆ ಎಂದರೆ ಸರಿ. ಸದರಿ ದೊಡ್ಡಚಿನ್ನಪ್ಪನಿಂದ ಸದರಿ 1 ಎಕರೆ ಆಸ್ತಿಯನ್ನು 2ನೇ ಪ್ರತಿವಾದಿಯು ದಿ: 15.10.1988 ರಲ್ಲಿ ಖರೀದಿ ಮಾಡಿದ್ದಾರೆ ಎಂದರೆ ಸರಿ. 2ನೇ ಪ್ರತಿವಾದಿ ಹೆಸರಿಗೆ ನಂತರದಲ್ಲಿ ಕಂದಾಯ ದಾಖಲಾತಿಗಳು ವರ್ಗಾವಣೆಯಾಗಿರುತ್ತದೆ . ತಿಮ್ಮಕ್ಕ ಉಳಿದ 30 ಗುಂಟೆ ಆಸ್ತಿಯನ್ನು ದಿ: 04.09.1974 ರಲ್ಲಿ 1ನೇ ಪ್ರತಿವಾದಿ ಮಾರಾಟ ಮಾಡಿದ್ದಾರೆ ಎಂದರೆ ಸರಿ ”.

Learned counsels submitted that plaintiffs and their father had knowledge about transactions, but they kept quite

and not challenged transactions, hence, they are debarred from claiming ownership over the property. Arguments of learned counsels are not acceptable. Ex.P1 is Sale Deed which was made by defendant No.1 in favour of plaintiffs father. At the time of execution of Ex.D1, defendant No.1 had no right to execute Sale Deed with respect to 30 guntas of land. Sale Deed executed by defendant No.1 in favour of Thimmakka with respect to 30 guntas is without title, hence, Thimmakka will not derived any title from Ex.D1 with respect to 30 guntas of land. Ex.P1 clearly establishes that plaintiffs father was absolute owner of suit schedule property. After his death, plaintiffs will become absolute owner of suit schedule property.

12. Plaintiffs pleaded that they are in possession of suit schedule property. Up to 1994, suit schedule property was standing in the name of plaintiffs father, later it was transferred in the name of defendant No.1, through IHC No.257/1988-89, said property was transferred in the name of defendant No.2. From 1994 till filing of suit, revenue records were standing in the name of defendant No.1. Nothing placed by the plaintiffs to show that they were in possession of suit schedule property, as on the date of suit.

In cross-examination of PW-1, he admitted some facts, which are relevant at this stage are reproduced as below ;

“1ನೇ ಪ್ರತಿವಾದಿ ದಿ: 05.09.1974 ರಂದು 2ನೇ ಪ್ರತಿವಾದಿಗೆ ಮರಣ ಶಾಸನ ಪತ್ರವನ್ನು ಬರೆದುಕೊಟ್ಟಿರುತ್ತಾರೆ ಎಂದರೆ ಸರಿ. ದಿ: 26.11.1974 ರ ಕ್ರಯ ಪತ್ರವನ್ನು ನಾನು ಈವರೆವಿಗೂ ಪ್ರಶ್ನೆ ಮಾಡಿರುವುದಿಲ್ಲ. ದಾವೆ ದಿಕ್ರಿಯಾದರೆ ಕಂದಾಯ ದಾಖಲೆಗಳು ಪ್ರತಿವಾದಿ ಹೆಸರಿಗೆ ವರ್ಗಾವಣೆಯಾಗಿರುತ್ತದೆ ಎಂದರೆ ಸರಿ. ತಂದೆಯ ಮರಣಾ ನಂತರ ಸದರಿ 1 ಎಕರೆ ಜಮೀನಿನ ಖಾತೆಯನ್ನು ನಾವು ನಮ್ಮ ಹೆಸರಿಗೆ ಬದಲಾವಣೆ ಮಾಡಿಸಿಕೊಂಡಿದ್ದೇವೆ ಎಂದರೆ ನಿಜ. ತಂದೆಯ ಮರಣಾ ನಂತರ ದಾವಾ ಸ್ವತ್ತಿನ ಖಾತೆ ಬದಲಾವಣೆ ನಮ್ಮ ಹೆಸರಿಗೆ ಮಾಡಿಸಿಕೊಳ್ಳಲು ಹೋದಾಗ ನಮ್ಮ ತಂದೆಯ ಹೆಸರಿನಲ್ಲಿ ಆ ಸ್ವತ್ತಿನ ಖಾತೆ ಇಲ್ಲ ಎಂಬ ವಿಚಾರ ನನಗೆ ತಿಳಿಯಿತು. 1998 ರಲ್ಲಿ ನಮ್ಮ ತಂದೆ ಮೃತಪಟ್ಟಿರುತ್ತಾರೆ. 1994 ರಿಂದ ದಾವಾ ಸ್ವತ್ತಿನ ಖಾತೆ 2ನೇ ಪ್ರತಿವಾದಿಯ ಹೆಸರಿನಲ್ಲಿ ಇತ್ತು. 1998 ರಲ್ಲಿ ಆ ವಿಚಾರ ತಿಳಿದ ಕೂಡಲೇ ನಾವು ತಹಶೀಲ್ದಾರರಿಗೆ ಅರ್ಜಿ ನೀಡಿದ್ದೇವೆ ”.

In the above extracted deposition, PW-1 admitted that he had knowledge of revenue records in the year 1998, but till filing of suit i.e., till 2007, plaintiffs not made any attempts to challenge the revenue records. Apart from this, it was contended by defendants that, defendant No.1 executed Will bequeathing the suit schedule property in favour of defendant No.2, to which father of plaintiffs was also signatory to the execution of Will, which was admitted by PW-1 in the above

extracted deposition, but he denied his father signature on the Will. Certified copy of Will is placed before the court. On the basis of Will, defendants not claiming title over the suit schedule property. Will may be considered for collateral purpose. Will is marked at Ex.D44, it was executed on 04.09.1974, wherein, it is clearly stated that defendant No.2 is adopted son of defendant No.1, will also discloses that father of plaintiffs was also signatory to the Will. Participation of plaintiffs father in execution of Will dated 04.09.1974, discloses that on the basis of Ex.P1, physical possession was not transferred and possession with defendant No.1 only. If really possession was transferred, on the basis of Ex.P1, in natural course, plaintiffs father would have refused to sign the document. Participation of plaintiffs father discloses that possession of property was with defendant No.1, anyhow, Ex.P1 is registered document, it pass clear title to the plaintiffs father. Even though there is recital in Ex.P1, regarding transfer of possession, participation of plaintiffs father in preparation of Will probabilizes that possession was not delivered to plaintiffs father. Revenue records produced by both sides discloses that from 1974 revenue records with respect to suit schedule property were standing in the name of defendant No.2. Revenue records relied by both sides and participation of plaintiffs father in

execution of Will, clearly shows that plaintiffs are not in possession of suit schedule property. Apart from this, plaintiffs filed suit in the year 2007, on the allegations that defendants interfered with their possession, but as on the date of filing of suit, defendant No.1 was dead, it clearly shows that on imaginary cause of action and on imaginary pleadings, plaintiffs filed suit by alleging that defendants interfered with their possession. Defendant No.1 was not alive as on the date of cause of action pleaded in the plaint, this shows that plaintiffs are not in possession of suit schedule property. Revenue records relied by both sides, discloses that defendant No.2 is in possession of suit schedule property, hence, Issue No.1 answered ***Partly in the Affirmative*** and ***Partly in the Negative*** and Issue No.3 answered in the ***Negative***.

13. **Issue No.2 & 6:-** These Issues involves common question of facts, hence, taken together for discussion to avoid repetition of facts and for convenience.

Plaintiffs pleaded that compromise decree entered between defendant No.1 and 2 in OS.No.464/1994, dated 19.08.1994, will not bind on them. In the year 1994, revenue records were standing in the name of defendant No.1 and there was registered document in the name of defendant

No.1. Ex.P1 was not come into light in 1994. On the basis of registered document i.e., Sale Deed executed in favour of defendant No.1 with respect to suit schedule property and on the basis of revenue entries in the name of defendant No.1, court passed decree. PW-1 in his cross-examination admitted that they had knowledge of change of revenue records in the year 1998. Relevant portion was already extracted in Issue No.1 and 3. Even though plaintiffs had knowledge in the year 1998, not made attempts to challenge the compromise decree within limitation period. Even though plaintiffs had knowledge in the year 1998, they filed suit after lapse of 9 years. Claim regarding compromise decree is barred by limitation. Plaintiffs pleaded that defendant No.2 is not adopted son of defendant No.1. Pleadings in OS.No.464/1994 and compromise decree in the said suit which marked as Ex.P10 to 12, discloses that defendant No.2 is adopted son of defendant No.1. Plaintiffs are not related to the family of defendants, hence, they can't deny the facts, which were admitted in the earlier judicial proceedings. Even though plaintiffs had knowledge of compromise decree, they failed to challenge the compromise decree within limitation period, hence, it will bind on them, accordingly, Issue No.2 is answered in the **Negative** and Issue No.6 is answered in the **Affirmative**.

14. **Issue No.4:-** Plaintiffs pleaded that defendants interfered with their possession. As discussed above, plaintiffs are not in possession of suit schedule property, as on the date of filing of suit. As on the date of cause of action, defendant No.1 was dead. Suit filed against dead person, it is clearly shows that on imaginary cause of action, plaintiffs filed instant suit against dead person. Plaintiffs are not in possession of suit schedule property. When plaintiffs failed to prove the possession, the question of interference, does not survive for consideration, accordingly, this Issue answered in the ***Negative.***

15. **Issue No.5:-** Defendant No.2 purchased 01 acre of land from the uncle of plaintiffs through Sale Deed dated 15.10.1988. There is no dispute regarding this property and this Issue not relates facts of the case, hence, this Issue will not survive for consideration.

16. **Issue No.7:-** Plaintiffs established that they are owners of suit schedule property, but failed to establish their possession. It is well settled law that mere suit for declaration, without seeking possession is not at all maintainable. Apart from this, plaintiffs had knowledge of Sale Deeds and compromise decree in the year 1994, but

filed suit in the year 2007, this shows that claim of plaintiffs is barred by limitation. Suit of plaintiffs for declaration and injunction, without seeking relief of possession is not maintainable, hence, plaintiffs are not entitle for any relief as prayed, accordingly, this Issue answered in the **Negative**.

By considering the nature of suit, relationship between the parties, no costs are awarded, both parties are directed to bear their own costs.

17. **Issue No.8:-** For the reasons assigned to above issues, resulted in following ;

ORDERS

Suit of the plaintiffs is dismissed.

No order as to the costs.

Draw decree accordingly.

(Dictated to the Stenographer, transcribed by her, transcript corrected and then the same is pronounced by me in the open Court, the 1st day of August, 2026)

(MANJUNATHA M.)

II Addl. Senior Civil Judge & JMFC,
Anekal.

ANNEXURE**List of witnesses examined for Plaintiff/s :-**

PW-1 : Sri. G.Prakash

List of documents exhibited for Plaintiff/s :-

Ex.P1 : Copy of Sale Deed
dated 28.08.1961
Ex.P2 : Mortgage Deed
dated 25.05.1968
Ex.P3 to 9 : RTC extracts
Ex.P10 : Plaint in OS.No.464/1994
Ex.P11 : Application
Ex.P12 : Compromise Petition
Ex.P13 : Decree in OS.No.464/1994
Ex.P14 : Sale Deed dated 08.03.1967
Ex.P15 : Sale Deed dated 28.06.1971
Ex.P16 : Form No.15

List of witnesses examined for the Defendant/s :-

DW-1 : Sri. M.Mariyappa

List of documents exhibited for the Defendant/s :-

Ex.D1 : Copies of Sale Deeds
Ex.D4 : Sale Deed dated 15.10.1988

Ex.D5 to 15 : Primary documents
Ex.D16 & 17 : Mutation Register Extracts
Ex.D18 to 41 : RTC extracts

Ex.D42 : Loan Clearance Certificate
dated 06.06.2001
Ex.D43 : Tax Paid Receipt
Ex.D44 : C/c Will dated 04.09.1974
Ex.D45 : Issuance of Confirmation Letter
of original documents for home
mortgage loan dated 26.02.2020.

(MANJUNATHA M.)
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