

KABR320015872019



**IN THE COURT OF PRL. CIVIL JUDGE & JMFC., AT
DEVANAHALLI.**

Dated this the 26th day of March 2026

:PRESENT:

**SRI. VENKATESHA.N., B.A.LL.B, LL.M.,
PRL. CIVIL JUDGE & JMFC.,
DEVANAHALLI.**

O.S.No.129/2019

- Plaintiff/s :**
- 1. M/s. H.M. Holiday Homes
Private Limited,**
A Company registered under the
provisions of Indian Companies Act,
having its registered office at
No.84, K.H. Road, Bengaluru-560027.
Correspondence Address,
H.M. Geneva House, Cunningham Road,
Bengaluru-560052, Rep by its Director
Sri. M.J. Siwani,
S/o J.K. Siwani,
Aged about 56 years,
 - 2. Sri. M.J. Siwani**
S/o J.K. Siwani,
Aged about 56 years,
R/at No.84, K.H. Road,
Bengaluru-560027,

Correspondence Address,
H.M. Geneva House,
Cunningham Road,
Bengaluru-560052,

(By Sri. V.B.S., Advocate)

V/s

- Defendant/s:**
- 1. Smt. Pillamma**
W/o Narasimhappa,
D/o Late Muniswamappa,
Aged about 65 years,
R/at Santhekallahalli Village & Post,
Chinthamani Taluk, Chikkaballapura District.
 - 2. Sri. Chikkararasimhappa**
@ Narasimhappa
S/o Late Avalappa,
Aged about 75 years,
 - 3. Sri. Narayanaswamy**
S/o Chikkanarashimappa @ Narasimhappa,
Aged about 38 years,
 - 4. Sri. Byatarayappa**
S/o Chikkanarashimappa @ Narasimhappa,
Aged about 34 years,
 - 5. Smt. Narasamma. N**
D/o Chikkanarashimappa @ Narasimhappa,
Aged about 32 years,

Defendant Nos.1 to 5 are

R/at Santhekallahalli Village,
Chikkaballapura-563128.

- 6. Sri. Chethan. M**
S/o Muniraju. C,
Aged about 28 years,
R/at S.L.N. Nilaya Shanthinagar,
Sulibele Road, Devanahalli,
Bengaluru Rural-562110.
- 7. Sri. H.S. Sandeep Kumar**
S/o Somashekar,
Aged about 27 years,
R/at No.107, A.K. Colony,
Hebbala, Bengaluru-560024.
- 8. Sri. Prathap. S**
S/o Somappa. G,
Aged about 28 years,
R/at No.531, 3rd Main Road,
Hebbala, Bengaluru-560024.

(By D-1 Sri. R.M.R., Advocate)
(By D-6 to 8 Sri. C.N.M., Advocate)
(D-2 to 5 Exparte)

Date of institution of the suit	14.03.2019
Nature of the suit	PERMANENT INJUNCTION
Date of commencement of recording of evidence	29.02.2024
Date on which the Judgment was pronounced	26.03.2026

TOTAL	YEAR	MONTH	DAY
	07	00	12

**PRL. CIVIL JUDGE & JMFC.,
DEVANAHALLI.**

J U D G M E N T

The plaintiffs have filed this suit against the defendants for the relief of permanent injunction restraining the defendants from interfering with the suit schedule and restraining the defendants from executing registered sale deed in favour of defendant Nos.6 to 8 on the basis of agreement of sale dated 23.08.2018 and for such other relief.

2. Brief case of the Plaintiffs is as follows:-

The plaintiffs are the absolute owner in possession of the suit schedule property i.e., all that piece and parcel of the agricultural land bearing Sy.No.86 measuring about 1/3rd undivided share i.e., 1.13.33 acres out of 4 acres situated at Ilthore Village, Kundana Hobli, Devanahalli Taluk, Bengaluru District with all rights, appurtenances whereunder or underneath or above the surface and bounded on:-

East by : Road towards Ilthore Village,

West by : Government Gomal Land,

North by : Property of Hanumaiah,

South by : Navarathna Agrahara Village boundary.

3. It is contended that, originally suit schedule property belongs to one Munishmappa who is the father of 1st defendant and grand father of defendant Nos.2 to 5. The said Munshimappa and his sons executed eight registered sale deeds in favour of plaintiff on 17.02.1997 in respect of suit schedule properties each consists 20 guntas. The said sale deeds executed conveys right, interest ownership and possession with indefeasible title from the date of execution of registered sale deeds. The plaintiffs were put in possession of properties conveyed under the said registered sale deeds pursuant to the registered power of attorney coupled with interest for consideration dated 01.02.1995 pertaining to 4 acres of land. It is this property that, remained in possession and title in respect of ownership and absolute title of plaintiffs. In that regard, Sri. Doddananjappa, fraudulently executed a registered sale deed dated 19.02.2005 in favour of one Sri. B. Ramesh pertaining to the extent of 2 acres of land in said property. The plaintiffs found mischievous attitude at the hands of defendants the defendant Nos.1 to 5 in using the process of court and also calling upon the various persons to purchase the property and it is under that, circumstances in order to effect entries in encumbrance certificate filed OS.No.409/2011. The Senior Civil Judge,

Devanahalli has cancelled the sale deed dated 19.02.2005 and judgment passed in OS.No.409/2011.

4. It is further submitted that, the plaintiffs continued in lawful title and lawful settled possession of schedule property. The 1st defendant further with an fraudulent intention and in collusion with Sri. Doddananjappa and Chikkananjappa got a suit filed in OS.No.572/2013 and obtained an exparte preliminary decree on 07.10.2014 passed in OS.No.572/2013. Thereafter, final decree proceedings came to be filed in FDP.No.16/2017. The final decree proceedings is on its way. The petition filed in FDP.No.16/2017 and order sheet maintained therein are produced herewith and marked as respectively. In the meanwhile, the defendant Nos.1 to 5 herein entered into an agreement of sale deed dated 23.08.2018 with the defendant Nos.6 to 8 herein to sell the immovable property to the extent of 1/3rd undivided share of 1.13.33 acres out of 4 acres land in the said property. The said agreement of sale dated 23.08.2018.

5. It is further submitted that, the plaintiffs are in lawful title and lawful possession of schedule property by virtue of document executed in their favour and the plaintiffs have paid tax and the mutation entries were effected in the name of plaintiffs. The plaintiffs are in lawful possession of the schedule property from the date of purchase. The defendant Nos.1 to 5 & 6, 7 & 8 will have to be restrained

from interfering or entering into absolute registered sale deed in view of plaintiffs title to the property and the agreement of sale deed dated 23.08.2018 is a fraudulent document. Therefore, the plaintiffs are compelled to approach this Hon'ble Court for the relief of permanent injunction. Hence, the present suit. When the acts of interference and attempted dispossession started by the defendants by virtue of alleged agreement of sale deed dated 23.02.2018, the plaintiffs cause issuance of legal notice to the defendants. If the agreement is to sustain, the same right would vest in so far as the purchasers with the agreement concerned. In the circumstances, the plaintiffs left with no other alternative except to approach this Hon'ble Court have filed the present suit to grant a restrain order restraining the defendants from interfering or dispossession them from the schedule property. The cause of action arose for the suit on 24.02.2019 when the defendants came near the suit schedule property. Hence, the suit.

6. Upon service of suit summons defendant Nos.1, 6 to 8 appeared through their counsel. Defendant Nos.2 to 5 did not appear. Hence, placed exparte. Defendant Nos.6 to 8 did not filed written statement. Defendant No.1 filed written statement. It is contended that, the plaintiff has ventured with speculative adventurism and by concocting a story and documents has filed the above suit with ulterior motives, that there is no cause of action for the above suit and the careful

reading of the plaint clearly goes to show that by a clear drafting, plaintiff has tried to project as if they have a right to file the above suit. While in fact it is only an attempt made by them to achieve an illegal goal. It is a master-mined fraud played by the plaintiff in respect of property, which has been legally and lawfully this defendant is the owner in possession of suit schedule property, of the suit schedule property as owner there of the suit of plaintiff is a collusive, vexatious and frivolous. It is file with malafide intention to harass this defendant. The plaintiff litigation is inspired by vexatious motives, altogether groundless. The plaint is manifestly vexatious in the sense it does not disclose a clear right to sue. The drafting of plaint has created an illusion of a cause of action. This Hon'ble Court may be pleased to nip it in the bud, so that, the bogus litigation's can be shut down at the earliest stage. The plaintiff is attempting to litigate a frivolous litigation, on a bogus claim no cause of action has arisen, as alleged by the plaintiff. Therefore, the present suit is liable to be rejected.

7. It is contended that, the averments made in the plaint that, the plaintiffs are the absolute owner of suit schedule property. The 1st defendant and grand father of defendant Nos.2 to 5 along with sons of Munishamappa. The said Dodda Nanjappa and Chikkananjappa conveyed 20 guntas each in the said property under 8 registered sale deed dated 17.02.1997. The said sale deeds

executed conveys right, interest respectively. The said sale deeds executed conveys right, interest ownership and possession sale deed. The plaintiffs were put in possession of properties conveyed under the said registered sale deed pursuant to the registered power of attorney coupled with interest for consideration dated 01.02.1995 pertaining to 4 acres of land. The said Dodda Nanjappa, fraudulently executed a registered sale deed dated 19.02.2005 in favour of one B. Ramesh pertinent to the extent of 2 acres of land in the said property. The plaintiffs found mischievous attitude at the hands of defendants to the defendant Nos.1 to 5 in using the process of court and also calling upon the various in order to effect entries in encumbrance certificate filed OS.No.409/2011, the Senior Civil Judge, Devanahalli has cancelled the sale deed dated 19.02.2005 are all utterly false and incorrect the plaintiff is put to strict documentary proof of the same.

8. It is contended that, the plaintiffs continued in lawful title and lawful settled possession of schedule property. The 1st defendant further with an fraudulent intention and in collusion with Dodda Nanjappa and Chikka Nanjappa got a suit filed in OS.No.572/2013 and obtained an ex parte preliminary decree dated 07.10.2014. Thereafter, final decree proceedings came to be filed in FDP.No.16/2017. The petition filed in FDP.No.16/2017 and order sheet maintained therein are produced herewith and marked as document. In the meanwhile the

defendant Nos.1 to 5 entered into an agreement of sale dated 23.08.2018 with the defendant Nos.6 to 8 herein to sell the immovable property to the extent of 1/3rd undivided share of 1.13.33 acres out of 4 acres land in the said property are all utterly false and incorrect the plaintiff is put to strict documentary proof of the same. The defendant Nos.1 to 5 and 6, 7 & 8 will have to be restrained from interfering or entering into absolute registered sale deed in view of plaintiffs title to the property and the agreement of sale deed dated 23.08.2018 is a fraudulent document. Therefore the plaintiffs are compelled to approach this Hon'ble Court for the relief of permanent injunction. Hence, the present suit, when the acts of interference and attempted dispossession started by the defendants by virtue of alleged agreement of sale dated 23.02.2018, the plaintiffs cause issuance of legal notice to the defendants. The same right would vest in so far as the purchasers with the agreement concerned in the circumstances, the plaintiffs left with no other alternative except to approach this Hon'ble Court have filed the present suit to grant a restraint order restraining the defendants from interfering of dispossession them from the schedule property are all utterly false and incorrect the plaintiff is put to strict documentary proof of the same.

9. It is contended that, the plaintiffs came to know entry of the agreement of sale in the encumbrance certificate and thereafter and hence, the cause of action

for the present suit still survives as on the date of filing of this suit, are all utterly false and incorrect plaintiff is put to strict documentary proof of the same. This defendant is 1/3rd share holder of property bearing new Sy.No.86/p19, old Sy.No.86 measuring 4 acres situated at Ilthore Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District. This defendant has acquired the same by way of court decree passed OS.No.572/2013. On the file of Hon'ble Senior Civil Judge at Devanahalli, the said suit was filed on this defendant for the relief of partition and other consequential reliefs and after the trial based documents. The Hon'ble Court was decreed said suit 07.10.2014 holding that, this defendant is entitled for 1/3rd share in respect of suit schedule property. During the life time of this defendant's father and defendant Nos.2 & 3 are in joint possession in said property and during the life time of my father no partition has taken place between them and after the death of my father several times this defendant has requested to defendant Nos.2 & 3 to effect partition but however they were failed to effect partition and thereafter, this defendant has filed suit and got the decree in favour of this defendant and recently this defendant came to know that, the plaintiff colluded with defendant Nos.2 to 5 created some documents in said documents this defendant is not a party in the said documents hence said deeds and documents are not binding upon this defendant's share, this defendant has filed final decree proceedings at this juncture

the plaintiff has filed the false against them which is not maintained and till today the documents pertaining to schedule property came to be effected in the name defendant Nos.2 & 3 and defendant Nos.1 to 4 are in peaceful possession and enjoyment of schedule property without any let or hindrance. Hence, prays to dismiss the suit.

10. After going through the pleadings and documents produced by both sides, the following issues were framed by my predecessor in office.

- 1. Whether the plaintiff proves that, he is in peaceful possession and enjoyment of the suit schedule property as on the date of institution of suit?**
- 2. Whether the plaintiff further proves that, the defendants are interfere with his peaceful possession and enjoyment of the suit schedule property as alleged in the plaint?**
- 3. Whether the plaintiff is entitled relief as sought?**
- 4. What order or decree?**

11. In order to prove his case, plaintiff examined as PW.1, filed affidavit in lieu of examination in chief. Ex.P.1 to Ex.P.32 were marked. PW.1 was subjected to cross examination. The defendants did not examined an witnesses nor produced any documents.

12. Heard arguments.

13. After going through the oral and documentary evidence available on record and hearing both side argument this Court has answered the above said issues in the following manner:-

Issue No.1 : In the **AFFIRMATIVE**

Issue No.2 : In the **AFFIRMATIVE**

Issue No.3 : In the **PARTLY AFFIRMATIVE**

Issue No.4 : As per the final order for the following:-

REASONS

14. **Issue Nos.1 & 2**:- These issues are inter connected with each other. Hence, they have take up together for common discussion to avoid repetition.

15. To prove his case plaintiff No.2 himself examined as PW.1 and filed affidavit in lieu of examination in chief. Ex.P.1 to Ex.P.32 were marked. PW.1 has reiterated the plaint averments in her chief examination. Ex.P.1 to Ex.P.8 are the certified copies of registered sale deeds, Ex.P.9 is the certified copy of judgment, Ex.P.10 is the certified copy of order sheet, Ex.P.11 is the certified copy of plaint, Ex.P.12 is the certified copy of judgment, Ex.P.13 is the certified copy of petition, Ex.P.14 is the certified copy of application, Ex.P.15 is the certified copy of order sheet, Ex.P.16 is the certified copy of agreement of sale, Ex.P.17 & Ex.P.18 are the legal notices, Ex.P.19 to Ex.P.25 are the Postal receipts, Ex.P.26 is the authorization letter, Ex.P.27 to Ex.P.32 are the endorsements.

16. PW.1 has reiterated the plaint averments in his chief examination. Ex.P.1 to Ex.P.8 certified copies of registered sale deeds proves that, plaintiff has purchased suit schedule property through sale deeds for valuable consideration. Ex.P.9 is the certified copy of judgment in OS.No.409/2011 proves that, suit filed by the plaintiff has been decreed. Defendants neither examined any witnesses nor produced any documents. Defendants did not cross examined PW.1. hence, evidence of PW.1 remained unchallenged. It is settled principle that, standard of proof in civil cases is preponderance of probability and not beyond reasonable doubt. Hence, evidence of PW.1 remained unchallenged. There is no reason to disbelieve the evidence of PW.1. Hence, I answered **Issue Nos.1 & 2** in the ***AFFIRMATIVE***.

17. **Issue No.3:-** Plaintiff has sought relief of permanent injunction. Further he has sought permanent injunction restraining the defendants from executing registered sale deed in favour of defendant Nos.6 to 8. But, it pertinent to note that, neither plaintiffs have sought relief to declaration of title nor declaration that, alleged agreement of sale is null and void. Hence, plaintiffs are not entitled for the relief of permanent injunction restraining the defendants from executing registered sale deed. But, plaintiffs are entitled for permanent injunction restraining

the defendants from interfering with suit schedule property. Hence, **Issue No.3** is answered in the ***PARTLY AFFIRMATIVE***

18. Issue No.4:- For the reasons stated in Issue Nos.1 to 3 and discussion made above, I answer Issue No.4 as per the following:-

ORDER

**Suit of the plaintiffs is hereby partly decreed
with cost.**

**In the result, the defendants or anybody claiming
under them are hereby restrained by way of permanent
injunction from interfering with the plaintiffs peaceful
possession and enjoyment of the suit schedule property.**

Draw decree accordingly.

(Dictated to the Stenographer on computer and computerized by her, corrected by me and then pronounced
in the open court on this the 26th day of March 2026.)

**(SRI. VENKATESHA.N)
PRL. CIVIL JUDGE & JMFC.,
DEVANAHALLI.**

ANNEXURE

The list of witnesses examined on behalf of Plaintiffs:-

P.W.1 : Sri. M.J. Siwani

The list of documents exhibited on behalf of the Plaintiffs:-

Ex.P.1 to 8 : RTC Extracts

Ex.P.9 : C/c of the Judgment & Decree in OS.No.409/2011

Ex.P.10 : C/c of the Order copy

Ex.P.11	:	C/c of the Plaint in OS.No.570/2013
Ex.P.12	:	C/c of the Judgment & Decree copy
Ex.P.13	:	C/c of the FDP.No.6/2012
Ex.P.14	:	C/c of the TI Order copy
Ex.P.15	:	Court Order
Ex.P.16	:	C/c of the Sale deed
Ex.P.17	:	Notice
Ex.P.18	:	Reply Notice
Ex.P.19 to 25	:	Postal Receipts
Ex.P.26	:	SPA
Ex.P.27	:	CC.No.12143/2024
Ex.P.28	:	Certificate
Ex.P.29	:	CC.No.12150/2024
Ex.P.30	:	Company Document
Ex.P.31	:	CC.No.12148/2024
Ex.P.32	:	Company Article of Association

The list of witnesses examined on behalf of Defendants:-

-Nil-

The list of documents exhibited on behalf of Defendants:-

-Nil-

**PRL. CIVIL JUDGE & JMFC.,
DEVANAHALLI.**

