



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

Dated this the 28th day of July 2026

:PRESENT:

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

O.S.No.347/2023

PLAINTIFF/s :1. KaleemAhmed Khan,
S/o. Late. Habeeb-Ur-Rahaman Khan,
Aged about 65 years,
R/at: No.24, Ameer House,
First Floor, 7th "A" Cross,
Kanakanagara, R.T.Nagar Post,
Bengaluru-560032.

(By Sri. S.S., Advocate)

V/s

DEFENDANT/s:1. Mr. Hyder Ali Fathe Mohammed
@ Hyder Ali Fathe Ahmed,
S/o Late Fathe Mohammed Noor Mohammed,
Aged about 65 years,
R/at No.15, Rhenious Street,
Richmond Town,
Bengaluru-560025.

2. Mr. Abdul Basith,
S/o Late Abdul khuddus,
Aged about 53 years,
R/at No.206/1, Marenahalli Village,
Jala Hobli, Bangaluru North Taluk-560064.

3. Mr. Ramesh Kumar, K,
S/o Kaliya Perumal. G,



Aged about 43 years,
R/at: No.22-1, Bill sagara Road,
Sampe Mane, Haniya Post,
Hosanagara Taluk,
Shimoga District,
Karnatka-577418.

(Exparte)

Date of institution of the suit	20.07.2023		
Nature of the suit	DECLARATION & INJUNCTION		
Date of commencement of recording of evidence	20.07.2026		
Date on which the Judgment was pronounced	28.07.2026		
TOTAL	YEAR	MONTHS	DAYS
	03	00	08

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

J U D G M E N T

The Plaintiff has filed this suit against the defendants to declare the plaintiff as absolute owner of the suit schedule property, Permanent injunction restraining the defendants from interfering with the suit schedule property. Further in the alternative it is also sought that if the Court comes to conclusion that plaintiff has been dispossessed to delivery the



possession of the suit schedule property in favour of plaintiff and such other reliefs.

2. In brief case of the Plaintiffs is as follows:-

The plaintiff submit that he is absolute owner in possession of the suit schedule property i.e., The residential gramatana property bearing Site No. 51, Assessment No. 289 (old No. 200), East-West: 40 feet and North-South:30 feet totally measuring 1200 Sq.Ft Situated at Marenahalli Village, Jala Hobli, Bangalore North Taluk bounded on:

East by : 25 Feet Road;

West by : Site No. 62;

North by : Site No.52;

South by : 40 Feet Road

3. The Plaintiff acquired the title to the property upon execution of the Registered Document indicating Title to the property as an Effective Title and the Best Title that could be acquired for payment of valuable consideration in reference to right, title, interest and ownership together with possession of the schedule property. The property is a residential property.



4. Further it is submitted that the plaintiff acquired the schedule property from its previous owner Mr. Hyder Ali Fathe Mohammed through the registered sale deed dated 09-01-2014 vide bearing its Registered No.HBB-1-04213/2013-14, Book-I, Stored in CD No.HBBD142, and same was registered in the office of the sub-registrar at Gandhi nagara(Hebbala,) Bangalore. By virtue of the registered sale deed all the documents pertains to schedule property got transferred in the name of Kaleem Ahmed Khan i.e., plaintiff herein. Ever since the date of the purchase the plaintiff is in lawful, peaceful physical possession and enjoyment of the schedule property as a absolute owner without any hindrance or obstruction from anybody. The aforesaid sale deed dated: 09-01-2014 is acted upon and possession of the schedule property was delivered in favour of the plaintiff as on the date of sale itself. Subsequently, the plaintiff was decided to put up construction over the schedule property for the purpose of residential use by investing huge sum and it now is under construction. Further submit that the title to the property that which came to be derived and acquired by the plaintiff is on the basis of the property sold by one Mr. Hyder



Ali Fathe Mohammed as stated supra. The said Mr. Hyder Ali Fathe Mohammed who is the title owner of the property. He acquired title to the property under a registered Sale Deed executed in his favour by one Sri. A. Gopal S/o Late Appanna. The Sale Deed that came to be conveyed in favour of the first defendant, the vendor of the plaintiff is registered as Doc. No.4973/1988-89, Book-I, Volume No. 4172, pages 151-158, dated 03-11-1988 registered in the Office of the Sub-Registrar, Bengaluru North Taluk. The First defendant was the sole owner/purchaser of the schedule property and all the documents standing in his name and he had marketable title to the property having possessing to the property. By virtue of his absolute ownership he was offer to sell the suit schedule property in favour of the plaintiff. The plaintiff also accepted his offer and after muted discuss arias and deliberations further the was verifying the documents and possession he was purchased the suit schedule property through the sale deed dated 09-01-2014 thereafter the plaintiff becomes an absolute owner over the schedule property without any abstraction from anybody.



5. It is submitted that, the defendant No.2 and 3 are the utter stranger to the schedule property and they are utter strangers to the family of the plaintiffs as well as the suit schedule property. There is no relationship or relativity between the plaintiff and defendants. At no point of time the defendant No.2 and 3 or anybody are in possession of the schedule property. Since from the sale deed dated: 09-01-2014 itself the plaintiff is in exclusive physical possession and enjoyment of the schedule property as a absolute owner. That on 02-04-2021 when the plaintiff went to the schedule property and started to construct the boundary was around the schedule property at that time the defendants along with three others illegally interfere with the schedule property and disturb the plaintiff peaceful lawful possession over the schedule property. The plaintiff filed a suit in O.S.No.164/2021 against the defendant No.1, 2 and 3 others before the Hon'ble Civil Judge and JMFC at Devanahalli for the relief off permanent injunction. The said matter is pending for consideration. It is submit that when this being the further position, the defendants along with their henchmen and supporters came near the schedule property again



on 08-07-2023 and forcibly tried to encroach into the suit schedule property and also trying to dispossess the plaintiff there from. The plaintiff raised hue and cry and the neighbors came into his support and on enquiry the defendants informed the plaintiff that, that they are going to dispossess the plaintiff from the schedule property by hook or crook. That on 09-07-2023 the defendants once again came near the schedule property and disturb the possession of the plaintiff by denying the right and title of the plaintiff over the schedule property and also they are trying to dispossess the plaintiff from the suit schedule property. However with great difficulty they are thwarted them away from the schedule property with the help of Villagers and neighbors and thereafter the plaintiff lodge the police complaint before the jurisdiction police and seeking police protection against the defendants. But the police authorities turndown to give any protection to the plaintiff because it is civil in nature. it is submits that the defendants may be dispossess the plaintiff from the schedule property at any point of time, if it will be done he will be put great injustice and irreparable loss. The defendants are powerful, moneyed and politically influential



persons in the locality. They may be taken Law in to their hands and they may dispossess the plaintiff from the schedule property. But, they have no right to interfere with the schedule property and the defendants raised conduct of cloud with regard to the plaintiff title to the schedule property is not a bonafide one and same is false, vexatious and untenable both in law and an facts.

6. Further it is submit that the aforesaid sale deed dated: 09-01-2014 is acted upon and possession of the schedule property was delivered in favour of the plaintiff under the sale deed dated: 09-01-2014 and he hold the possession over the schedule property. Even through the first defendant has lost title and possession over the schedule property he again trying knock of the schedule property by hook or croock. Therefore, Mr. Hyder Ali Fathe Mohammed was not empowered to interfere with the schedule property or disturb the possession of the plaintiff over the same. which amounted to concluded transaction and the first defendant had lost all rights over the schedule property. Thus, the first defendant lost all his right, title, interest, ownership together with possession of the property. The first defendant did receive the entire sale



consideration from the plaintiff. As such the act of the 1st defendant and also the defendant no. 2 and 3 is not sustainable in the eye of Law. Further the illegalities said to have been committed and on several dates when the illegalities took place in regard to high handed dispossession of the plaintiff from the schedule property and when the plaintiff resisted the same. The defendants are local goon and a powerful persons. Considering that they are powerful persons, he offered immense resistance and caused annoyance near the schedule property. The annoyance caused is to see that the property is valuable property of the plaintiff is somehow knocked off. Under these circumstances, the plaintiff is left with no other alternative remedy except to approach this Court for the relief of declaration, permanent injunction and other reliefs. Hence this suit.

7. The cause of action to file the above suit arose when the defendants colluded with each other and they are all came near the schedule property on 08-07-2023 and forcibly tried to encroach into the suit schedule property and also trying to dispossess the plaintiff there from and the plaintiff raised hue and cry, the neighbors came



into his support and on enquiry the defendants informed the plaintiff that, that they are going to dispossess the plaintiff from the schedule property by hook or crook and on 09-07-2023 the defendants again came near the schedule property and disturb the possession of the plaintiff by denying the right and title of the plaintiff over the schedule property and denying the plaintiff right, title and possession over the schedule property all the acts done with in the jurisdiction of this Court. The cause of action for the above suit still subsists as on the date of filing of the present suit. Hence this suit.

8. After registration of suit, suit summons was issued to defendants. In spite of service of suit summons, defendants did not appear before the court. Hence, defendants placed exparte.

9. In order to prove his case plaintiff examined as PW1, filed affidavit in lieu of his chief examination. he reiterated the plaint averments in the chief examination. Plaintiff got marked documents as Exhibit P1 to Exhibit P16. Since defendants have not contested the suit, cross examination of PW1 was taken as nil. Thereafter, case was posted for argument.



10. Heard arguments of plaintiff's side.

11. After going through the evidence available on record and hearing arguments, the following points arise for my consideration:-

1. Whether the plaintiff proves that he is the absolute owner of the suit schedule property ?

2. Whether the plaintiff proves that he is in peaceful possession and enjoyment of the suit schedule property as on the date of suit?

3. Whether the plaintiff proves that defendants are interfering with plaintiff's peaceful possession of the suit schedule property?

4. Whether the plaintiff is entitled for the relief sought for?

5. What order?

12. After going through the documents produced by the plaintiff and Evidence? I have answered the above points as follows:-

Point No.1 : in the **Affirmative**

Point No.2 : in the **Affirmative**

Point No.3 : in the **Affirmative**



Point No.4 : in the **Affirmative**

Point No.5 : as per final order for the following:-

REASONS

13. Point Nos.1 & 2:- It is the case of the plaintiff that, he is the absolute owner in possession of the suit schedule property. The defendants have no manner of right, title or possession over the suit schedule property. The defendants are interfering with possession of plaintiff. In order to prove the case, SPA holder of plaintiff has examined himself as PW1 and got marked Exhibit P1 to P16. Exhibit P1 is the SPA. Ex.P2 is the Certified copy of sale deed, Ex.P3 is the assessment register, Ex.P4 to 6 are Tax bills, Ex.P7 is copy of letter, Ex.P8 is copy of Judgment, Ex.P9 is copy of decree, Ex.P10 is the registered sale deed, Ex.P11 is the EC, Ex.P12 to 15 are Photos, Ex.P16 is the CD.

14. Exhibit P2 of Sale deed proves that defendant NO.1 has executed registered sale deed in favour of plaintiff in respect of suit schedule property. Ex.P3 Assignment register proves that Kath of the suit schedule property stands in the name of Plaintiff. Ex.P4 to 6 proves that plaintiff has paid tax to the concerned department in



respect of suit schedule property. Ex.P12 to 15 Photographs proves that plaintiff has already constructed building in the suit schedule property. In spite of service of suit summons, defendants have not appeared before the court. Hence, it shows that defendants have admitted the plaint averments and documents produced by the plaintiff. The documents produced by the plaintiff are all public documents and they have got evidentiary value. There are no reasons to disbelieve the oral and documentary evidence of plaintiff. Therefore, the plaintiff has proved that he is the absolute owner of the suit schedule property and he is in peaceful possession and enjoyment of the suit schedule property and defendants are interfering with suit schedule property. Hence, I answered Point Nos.1 to 3 in the **Affirmative**.

15. Point No.4:- The plaintiff has proved point Nos.1 to 3. Hence, there is no impediment to grant the relief as sought in the plaint. Hence, I answered Point No.4 in the **Affirmative**.

16. Point No.5:- For the reasons stated in Point Nos.1 to 4, I answered Point No.5 as per the following:-



O R D E R

Suit of the plaintiff is hereby decreed with cost.

It is declared that plaintiff is the absolute owner of the suit schedule property.

In the result, defendants or their agents, servants, assignees or anybody claiming under them are hereby restrained by way of permanent injunction from interfering with plaintiff's 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 **28th day of July 2026**)

**(SRI. VENKATESHA.N)
ADDL. CIVIL JUDGE & JMFC.,
DEVANAHALL.**

A N N E X U R E

The list of witnesses examined on behalf of Plaintiffs:-

P.W.1 : KaleemAhmed Khan,

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

Ex.P.1 : SPA

Ex.P.2 : Sale deed



Ex.P.3 : assessment register
Ex.P.4 to 6 : Tax bills
Ex.P.7 : Letter
Ex.P.8 : Copy of Judgment
Ex.P.9 : Copy of Decree
Ex.P.10 : Registered sale deed
Ex.P.11 : EC
Ex.P.12 to 15 : Photographs
Ex.P.16 : CD

The list of witnesses examined on behalf of Defendants:-

-Nil-

The list of documents exhibited on behalf of Defendants:-

-Nil-

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



(Judgment pronounced in the open court in separate)

O R D E R

Suit of the plaintiff is hereby decreed with cost.

It is declared that plaintiff is the absolute owner of the suit schedule property.

In the result, defendants or their agents, servants, assignees or anybody claiming under them are hereby restrained by way of permanent injunction from interfering with plaintiff's peaceful possession and enjoyment of the suit schedule property.

Draw decree accordingly.

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

