

KABR700029892025



**IN THE COURT OF CIVIL JUDGE AND J.M.F.C., AT:
KRISHNARAJAPURA, BENGALURU RURAL DISTRICT.**

Present

**VISHWANATH SAVADI
B.A., LL.B.(Hon's)
CIVIL JUDGE AND J.M.F.C.,
KRISHNARAJAPURA,
BENGALURU RURAL DISTRICT.**

ORIGINAL SUIT No.2875/2025.

Dated this the 03rd day of August - 2026

- Plaintiffs :**
1. H.M. Balaram,
S/o Late Muniyappa,
Aged about 60 years,
R/at Hirandahalli village,
Vorgpmagar Post,
Bidarahalli Hobli,
Bengaluru East Taluk.
(Since dead by his Lrs.)
 - 1(a). Saraswathamma,
W/o Late H.M. Balaram,
Aged about 58 years.
 - 1(b). H.B. Munirathnamma,
D/o late H.M. Balaram,
Aged About 41 years.
 - 1(c). B. Ramachandra,
S/o Late H.M. Balaram,
Aged about 39 years.

1(d). H.B. Mahendra,
S/o Late H.M. Balaram,
Aged about 36 years.

1(e). H.B. Mamatha,
D/o late H.M. Balaram,
Aged About 33 years.

All are R/at Hirandahalli village,
Vorgpmagar Post,
Bidarahalli Hobli,
Bengaluru – 560 049.

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

V/s

- Defendants :**
1. S.M. Venkatapathi,
S/o Late Munishamappa,
Since deceased by his Lrs
 - a. Smt. B.L. Ramadevi,
W/o. S.M. Venkatapathi,
Aged about 55 years,
 - b. Sri. S.V. Pramod Gowda,
S/o. late Venkatapathi,
Aged about 32 years,
 - c. Sri. Rajiv Venkatapathi Gowda,
S/o. late Venkatapathi,
aged about 30 years

All are R/at:

No.2, 80 feet Road,
Kalyananagar, HRBR Layout,
Bengaluru -560 043.

Also at:

East Point college complex,
Hirandahalli, Bidarahalli Hobli,

Virgonagar Post,
Bengaluru -560 049.

(By Sri. N. Thimmegowda, Advocate)

Date of Institution Suit	:	31-08-2010
Nature of Suit	:	Declaration and Permanent injunction
Date of commencement of recording of evidence	:	22-11-2012
Date on which judgment is pronounced	:	03-08-2026
Total duration	:	Years Months Days 15 11 02

03-08-2026
Vishwanath Savadi
Civil Judge and JMFC Court,
Krishnarajapura.

-:: J U D G M E N T ::-

This Court, as per the notification from the Hon'ble Principal District and Sessions Judge, Bengaluru Rural District, bearing letter No. ADM/135/2007 dated 27.03.2025, has received the entire case file of Original Suit No. 696/2010 from the Hon'ble I Addl. Civil Judge, Bengaluru Rural District, dated 12.09.2025. Accordingly, this Court has assigned a new number to the said case, which is now renumbered as O.S.No.2875/2025.

2. The Plaintiff has filed this suit for declaration and permanent injunction against the defendant.

3. The brief averments of the plaint are as follows:

a. The Plaintiff submits that he is the absolute owner and is in lawful possession of the property bearing Sy. No. 144/9, measuring 4 guntas, situated at Hirandahalli Village, Bidarahalli Hobli, Bengaluru East Taluk. He acquired the property through an oral partition dated 09.11.1993, pursuant to which the khatha was mutated in his name under M.R. No. 22/2009-10. The suit property was originally purchased by the Plaintiff's father, Sri Muniyappa, S/o Kondappa, under a registered Sale Deed dated 10.02.1966. The Plaintiff further submits that the Defendant is the owner of the adjoining property. The Plaintiff had sold land bearing Sy. No. 144/7, measuring 17 guntas, to the Defendant under a registered Sale Deed dated 17.08.2006. Originally, Sy. No. 144 of Hirandahalli Village was subdivided into nine hissa numbers, of which Sy. No. 144/7 (17 guntas) and Sy. No. 144/9 (4 guntas) were allotted to the Plaintiff.

b. The Plaintiff is the absolute owner and is in lawful possession of the Schedule Property. The Defendants have no right, title, or interest in the suit property, yet they are unlawfully disputing the Plaintiff's title and interfering with his peaceful possession and enjoyment. Hence, the Plaintiff has filed the present suit seeking a declaration of title over the Schedule Property and a consequential decree of permanent injunction

restraining the Defendants from interfering with his peaceful possession and enjoyment.

4. In pursuance of the summons, Defendant appeared through his counsel and filed written statement. After the death of Defendant his legal representatives came on record as Defendant No.(a) to (c).

5. Contents of the Written Statement of Defendant is as follows:

a. The Defendant denies all the allegations made by the Plaintiff and contends that the Plaintiff was not in possession of the suit schedule property on the date of the suit. The Defendant asserts that he has been in lawful possession and enjoyment of the suit property. As the Plaintiff has sought only a declaration of title without seeking the consequential relief of possession, the suit is not maintainable.

b. The Defendant further submits that he is associated with the East Point Group of Institutions, managed by M.G. Charitable Trust, which operates several educational institutions on a campus spread over approximately 70 acres. The Trust had obtained the requisite Government permission to purchase agricultural lands for establishing educational institutions and, pursuant thereto, acquired several lands in and around Hirandahalli Village, including the suit property. The Plaintiff had earlier sold Sy. No. 144/7, measuring 17 guntas, to the Defendant under a registered Sale Deed dated 17.08.2006. Thereafter, the

Plaintiff agreed to sell the suit schedule property, bearing Sy. No. 144/9, measuring 4 guntas, and executed an Agreement of Sale dated 22.01.2010 after receiving the entire sale consideration. The Plaintiff also delivered vacant physical possession of the suit property to the Defendant. Under the terms of the agreement, the Plaintiff undertook to secure the necessary revenue entries in his name, obtain a survey and fixation of boundaries, and thereafter execute the registered Sale Deed. Relying upon the Plaintiff's assurances and having already completed an earlier transaction with him, the Defendant paid the full consideration and took possession of the property.

c. The Defendant contends that the Plaintiff is now falsely disputing the transaction and asserting rights over the suit property despite having received the entire sale consideration and delivered possession. The subsequent legal notice issued by the Plaintiff's brother claiming rights over the property demonstrates that the Plaintiff failed to disclose the alleged competing claims and has instituted the present suit in collusion with his brother to avoid execution of the Sale Deed. The Defendant further submits that all allegations regarding illegal purchase of agricultural land, failure to obtain conversion, encroachment of Government rajakaluve, and unlawful occupation are false and baseless. The lands acquired by M.G. Charitable Trust, including the suit property, were purchased pursuant to Government permission and have been developed as part of the educational campus.

d. The Defendant has always been ready and willing to perform his obligations under the Agreement of Sale and

repeatedly called upon the Plaintiff to produce the necessary documents and execute the Sale Deed. However, the Plaintiff deliberately avoided performance and, instead, filed the present false and vexatious suit. The Defendant reserves his right to initiate appropriate proceedings for specific performance of the Agreement of Sale. Accordingly, the suit is devoid of merit and is liable to be dismissed.

6. On the basis of the above pleadings, my learned predecessor in office (**Vide order dated 30.07.2012**) has framed the following;

ISSUES

- 1.** Whether the plaintiff proves that he is in absolute owner and peaceful possession over the suit schedule property ?
- 2.** Whether the plaintiff proves that alleged interference by the defendants?
- 3.** To what relief parties are entitle ?
- 4.** What order or decree?

7. In order to prove his case, the plaintiff has examined as PW-1 and produced as many as 24 documents which are marked as Ex.P-1 to Ex.P-24. Two independent witnesses Sri. H.N. Jagannath and Sri. Kondappa are examined as PW.2 and 3.

8. On the other hand, in order to prove their defence, GPA holder of Lrs of defendant, Dr. Jagadeesh Singh S.D., Principal, East Point College of Pharmacy, examined before the Court as DW-

1 and produced as many as 6 documents which are marked as Ex.D-1 and Ex.D-6.

9. During the pendency of the suit, plaintiff and defendant No.1 were reported deceased, and their legal representatives were brought on record.

10. I have heard the arguments of both side. I have perused the materials available on record.

11. The findings of this Court on above said issues are as under;

ISSUE No.1 : In the Affirmative

ISSUE No.2 : In the Affirmative

ISSUE No.3 : In the Affirmative

ISSUE No.4 : As per the final order

for the following:

REASONS

12. Issue No.1 : - The Plaintiff's case is that he is the absolute owner in lawful possession of the suit property, having acquired it under a family partition. According to the Plaintiff, the Defendant, being the owner of the adjoining property, has unlawfully disputed his title and interfered with his peaceful possession. Accordingly, the Plaintiff has instituted the present suit seeking a declaration of title and a consequential decree of permanent injunction.

13. The Defendant, on the other hand, has contested the suit by filing a detailed written statement. The Defendant

specifically denies that the Plaintiff was in possession of the suit property on the date of the suit and contends that the Plaintiff executed an Agreement of Sale dated 22.01.2010 in his favour. It is further contended that, upon receipt of the entire sale consideration, the Plaintiff delivered vacant possession of the suit property to the Defendant on the same day. Therefore, the Defendant submits that a suit for declaration of title without seeking the consequential relief of possession is not maintainable and prays for dismissal of the suit.

14. To substantiate his case, the plaintiff has produced Ex.P.1 to Ex.P.24. Ex.P.1 is the Certified copy of sale deed dated 10-02-1966, Ex.P.2 to 16 are the 15 RTC extracts, Ex.P.17 is the Mutation, Ex.P.18 is the Certified copy of sale deed dated 17-08-2006, Ex.P.19 is the Mutation, Ex.P.20 to 22 are the 3 Encumbrance certificates, Ex.P.23 is the Hissa survey Tippani, Ex.P.24 is the Release deed dated 20-07-2015.

15. In order to prove defendants case, GPA holder of Lrs of defendant is examined as DW-1 and filed affidavit evidence in lieu of his examination in chief, wherein he deposed in consonance with the written statement averments. DW-1 in support of his oral evidence has got marked Ex.D-1 and Ex.D-6. The Ex.D.1 is the GPA, Ex.D.2 is the Agreement dated 22-01-2010, Ex.D.3 is the Certificate, Ex.D.4 is the Certified copy of sale deed dated 17-08-2006, Ex.D.5 is the Mutation, Ex.D.6 is the RTC extract.

16. The learned counsel for the Plaintiff argued that the Plaintiff is the absolute owner of the suit property, having acquired it under an oral family partition, pursuant to which his name was entered in the revenue records. It is further submitted that the Plaintiff had also owned the adjacent land bearing Sy. No. 144/7, measuring 17 guntas, which was sold to the Defendant under a registered Sale Deed dated 17.08.2006. Despite this, the Defendant has unlawfully disputed the Plaintiff's title to the suit property and interfered with his peaceful possession. Hence, the Plaintiff has filed the present suit seeking a declaration of title and a consequential decree of permanent injunction. It is further contended that the Plaintiff has established his title by producing the relevant revenue records and other oral and documentary evidence. In support of these submissions, reliance is placed on the following decisions:

1. 2022 (2) KCCR Page No.1515,
2. 2022 (2) AKR Page No.814
3. 2022 (3) KCCR Page No.2223
4. 2018 AIR CC 2153 (KAR)
5. 2014 (5) KCCR Page No.594
6. 2018 (3) AKR Page No.571
7. AIR 2025 (NOC) Page No.602
8. AIR 2003 (NOC) Page No.599
9. 2003 AIHC Page No.593

17. Per contra, the learned counsel for the Defendant argued that the Defendant runs educational institutions and has acquired several lands, including more than 17 acres in

Hirandahalli Village. It is submitted that the Defendant purchased Sy. No. 144/7, measuring 17 guntas, from the Plaintiff under a registered Sale Deed and subsequently entered into an Agreement of Sale dated 22.01.2010 in respect of the suit property. The Defendant contends that the entire sale consideration was paid, and the Plaintiff delivered vacant possession of the suit property on the same day. Thereafter, the Defendant enclosed all the lands, including the suit property, within a compound wall. It is therefore argued that the Plaintiff was aware that the Defendant was in possession of the suit property, and consequently, a suit seeking only a declaration of title, without the consequential relief of possession, is not maintainable. Accordingly, the Defendant prays for dismissal of the suit. In support of these submissions, reliance is placed on the following decisions:

1. AIR 1993 SC 957
2. ICR 2007 KAR 339
3. 1973 (2) SCC 60
4. AIR 2007 SC 1499
5. AIR 2000 Madras 465
6. ILR 2005 KAR 884
7. 2004 (1) KCCR 662

18. Exs.P.1 to P.15 comprise the certified copy of the Sale Deed dated 10.02.1966 and the Record of Rights for the period from 1968-69 to 2008-09. A perusal of these documents clearly shows that the Plaintiff's father purchased the suit property under a registered Sale Deed dated 10.02.1966. Pursuant to the said

purchase, his name was entered in the revenue records and continued therein till the year 2009-10.

19. Exs.P.16 and P.17 are the Record of Rights for the year 2009-10 and Mutation Register Extract bearing M.R. No.22/2009-10. These documents disclose that, after the death of the Plaintiff's father, the revenue entries relating to the suit property were mutated in the name of the Plaintiff.

20. Ex.P.18/Ex.D.4 and Ex.P.19 are the certified copy of the registered Sale Deed dated 17.08.2006 and Mutation Register Extract bearing M.R. No.26/2006-07. These documents establish that the Plaintiff sold the adjacent land bearing Sy. No.144/7, measuring 17 guntas, in favour of the Defendant under a registered Sale Deed, and thereafter the Defendant's name was duly entered in the revenue records.

21. From the pleadings and the evidence placed on record, it is evident that there is no serious dispute regarding the Plaintiff's title to the suit property. The Defendant also does not dispute that the Plaintiff originally owned both Sy. No.144/7 and Sy. No.144/9 and that Sy. No.144/7 was purchased by the Defendant under the registered Sale Deed dated 17.08.2006. The real controversy between the parties is with regard to possession of Sy. No.144/9, the suit property.

22. According to the Defendant, after purchasing Sy. No.144/7, he entered into an Agreement of Sale dated 22.01.2010 with the Plaintiff in respect of the suit property. It is his specific

case that the entire sale consideration was paid on the date of the agreement and that the Plaintiff simultaneously delivered vacant possession of the suit property. Therefore, the burden squarely lies on the Defendant to establish that he obtained lawful possession of the suit property under the said Agreement of Sale.

23. Ex.D.2 is the Agreement of Sale dated 22.01.2010. It is an unregistered document alleged to have been executed by the Plaintiff in favour of late Sri S.M. Venkatapathi, the original Defendant No.1, for a total consideration of Rs.1,50,000/-. The document recites that the Plaintiff received the entire sale consideration and delivered possession of the suit property on the same day. It further records that the Plaintiff agreed to secure the necessary revenue entries, have the property surveyed, and thereafter execute a registered Sale Deed.

24. The document also contains an endorsement made by the District Registrar showing that, on 01.12.2018, the Defendant paid deficit stamp duty and penalty amounting to Rs.70,000/-.

25. However, payment of deficit stamp duty and penalty does not dispense with the mandatory requirement of registration. Under the provisions of the Registration Act, where an Agreement of Sale itself records delivery of possession in favour of the purchaser, such a document is compulsorily registrable. Since Ex.D.2 is admittedly an unregistered document, it cannot be relied upon to establish transfer of possession of the suit property in favour of the Defendant. Therefore, Ex.D.2 is inadmissible for the

purpose of proving the Defendant's possession over the suit property.

26. Apart from the above legal defect, the Defendant has also failed to prove the execution of Ex.D.2. The Plaintiff has specifically denied executing the said Agreement of Sale. In spite of such specific denial, the Defendant has not examined any of the attesting witnesses to the document. The non-examination of the attesting witnesses assumes significance, particularly when the execution of the document itself is seriously disputed.

27. Further, D.W.1, who is the General Power of Attorney holder of the legal representatives of the deceased Defendant No.1, admitted during cross-examination that he was present at the time of execution of Ex.D.2. Surprisingly, although he claims to have witnessed the transaction, he has not signed the Agreement of Sale as a witness. No satisfactory explanation has been offered for this omission. This circumstance creates serious doubt regarding the genuineness of Ex.D.2.

28. The Defendant has also failed to produce any independent evidence to show that he was ever put in possession of the suit property. No revenue records, survey records, tax receipts, photographs, or any other documentary evidence have been produced to establish his possession. Mere assertion that the suit property forms part of the educational campus enclosed by a compound wall is not sufficient to prove lawful possession.

29. On the other hand, the oral evidence adduced by the Plaintiff inspires confidence. P.W.2 and P.W.3 are independent witnesses who have supported the Plaintiff's case regarding his possession over the suit property. During cross-examination, all the Plaintiff's witnesses consistently denied the suggestions that the Defendant was in possession of the suit property or that the Plaintiff had executed Ex.D.2 and delivered possession pursuant thereto. Except putting such suggestions, nothing substantial has been elicited in their cross-examination to discredit their testimony. Their evidence has remained consistent and unshaken.

30. The documentary evidence produced by the Plaintiff also supports his case. The revenue records continuously stand in his name after the mutation effected in M.R. No.22/2009-10. These official records carry a presumption of correctness unless rebutted by cogent evidence. The Defendant has failed to place any convincing material to rebut that presumption.

31. This Court has carefully considered the decisions relied upon by the learned counsel for the defendant, AIR 1993 SC 957, ICR 2007 KAR 339, 1973 (2) SCC 60, AIR 2007 SC 1499, AIR 2000 Madras 465, ILR 2005 KAR 884 and 2004 (1) KCCR 662. However, the said decisions are not applicable to the facts of the present case. A close examination of those judgments reveals that the facts and circumstances involved therein are materially different from the facts and circumstances of the case on hand. Consequently, the legal principles laid down in the aforementioned decisions cannot be applied to the present matter.

32. Therefore, this Court is of the considered opinion that the Defendant has failed to discharge the burden of proving that he obtained possession of the suit property under the alleged Agreement of Sale dated 22.01.2010. Ex.D.2, being an unregistered document recording delivery of possession, cannot be relied upon for that purpose. Even otherwise, its execution has not been satisfactorily proved.

33. Conversely, the Plaintiff has successfully established through consistent oral evidence and reliable documentary evidence that he is the absolute owner and was in lawful possession and enjoyment of the suit property as on the date of institution of the suit. Accordingly, this Court holds that the Plaintiff has proved both his title and possession over the suit property. **With these observations, this Court answers Issue No. 1 in the affirmative.**

34. ISSUE No.2 :- The plaintiff has expressed reasonable apprehensions regarding possible interference by the defendants with his possession of the suit property. The settled principle in law is that when a person in lawful possession entertains a bona fide apprehension of unlawful interference, such apprehension is sufficient ground to grant a permanent injunction to protect possession. **With these observation, this court answers Issue No.2 in the Affirmative.**

35. Issue No.3: When the plaintiff has successfully established that his title over the suit property and his lawful possession of the suit property and that the defendants are

interfering with his possession, he is entitled to the equitable relief of a permanent injunction in his favour. **With these observation, this court has answered Issue No.3 is in the Affirmative.**

36. ISSUE NO.4: For the aforesaid discussion, on issue No.1 to 3, this Court proceeds to pass the following:-

-:: ORDER ::-

The suit of the plaintiff is hereby decreed with cost in following terms:

- a. It is declared that the plaintiff is the absolute owner of the suit property.**
- b. The defendants, their servants, agents or any one on their behalf restraining them from interfering with the peaceful possession and enjoyment of the plaintiffs suit schedule property.**

Pending application(s), if any, shall stand disposed of.

Decree be drawn accordingly.

(Dictated to the Stenographer directly on computer, typed by her, corrected by me and then pronounced in the Open court on this **03rd day of August - 2026**)

03-08-2026
Vishwanath Savadi,
Civil Judge and JMFC Court,
Krishnarajapura,
Bengaluru Rural District.

ANNEXURE**1. Witnesses examined on behalf of plaintiffs:-**

PW-1 : H.M. Balaram
PW-2 : H.N. Jagannath
PW-3 : Kondappa

2. Documents exhibited on behalf of plaintiffs:-

Ex.P-1 : Certified copy of sale deed dated 10-02-1966,
Ex.P-2 to 16 : 15 RTC extracts,
Ex.P-17 : Mutation,
Ex.P-18 : Certified copy of sale deed dated 17-08-2006,
Ex.P-19 : Mutation,
Ex.P-20 to 22 : 3 Encumbrance certificates,
Ex.P-23 : Hissa survey Tippani,
Ex.P-24 : Release deed dated 20-07-2015.

3. Witnesses examined on behalf of defendants:-

DW-1 : Dr. Jagadeesh Singh S.D.,

4. List of documents marked on behalf of the defendants:-

Ex.D.1 : GPA,
Ex.D-2 : Agreement dated 22-01-2010,
Ex.D-3 : Certificate,
Ex.D-4 : Certified copy of sale deed dated 17-08-2006,
Ex.D-5 : Mutation,
Ex.D-6 : RTC extract.

03-08-2026

**Vishwanath Savadi,
Civil Judge and JMFC Court,
Krishnarajapura,
Bengaluru Rural District.**