

Form No.9 (Civil)
Title Sheet for
Judgment in suits
(R.P.91)

GOVERNMENT OF KARNATAKA
TITLE SHEET FOR JUDGEMENT IN SUIT

IN THE COURT OF ADDL.CIVIL JUDGE & JMFC., GAURIBIDANUR

PRESENT

SMT.NAGAMANI.V., B.A.L., LL.B.,
Addl.Civil Judge & JMFC., Gauribidanur.

Original Suit No. 40/2002

Plaintiff/s: K.H.Hanuamantharayappa
S/o Hanumaiah, major, agriculturist,
Kudumalakunte, Gowribidanur. taluk

(By Sri.G.Mallikarjuna, advocate)

V/s

Defendant/s: 1) K.M.Balakrishna
S/o Mudduhanumaiah, major,
2) R.Manjunatha
S/o K.M.Ramaswamy,
40 years,
Both residents of Kudumalakunte,
Gowribidanur taluk.

(By Sri.V.S.Venugopal, advocate)

Date of Institution of the suit : 20.2.2002

Nature of the suit (suit on pronote,
suit for Declaration and possession : DECLARATION & PER. INJUNCTION
suit for injunction etc.,)

Date of the commencement of
recording of the evidence : 12.1.2005

Date on which the Judgement
was pronounced : 23.9.2011

Total Duration : Year/s Month/s Day/s

09

07
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03

(V.NAGAMANI)

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Addl.Civil Judge & JMFC.,
Gowribidanur.

JUDGMENT

This judgment has been arisen out of the suit filed by the plaintiff against the defendants seeking the relief of declaration and consequential relief of permanent injunction pertaining to the property bearing in Sy.No.166 to an extent of 1 acre 5 guntas of land out of 4 acres 20 guntas situated at Kudumalakunte village, Kasaba Hobli, Gowribidanur taluk.

2. FACTS OF THE CASE IN NUTSHELL :

It is averred in the plaint that the plaintiff is the absolute owner and in peaceful possession and enjoyment of the suit schedule property, having acquired the same through Regd. Sale Deed dtd. 7.12.2001. It is also averred in the plaint that the revenue documents have been changed to the name of the plaintiff by virtue of the Regd. Sale Deed. Since then the plaintiff without any disturbance was and is in possession of the suit schedule property by paying regular tax to the said property.

3. It is alleged in the plaint that, the first defendant is the stranger to the suit schedule property and has no manner of right, title or interest in the property. But, he is proclaiming in the village that he has got certain property within the boundary as stated in the sale deed executed in favour of the plaintiff and without any possession the defendant is trying to dispossess the plaintiff from the suit schedule property and on 15.2.2002, he

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made an attempt to dispossess his possession in the suit schedule property proclaiming that will dis possess the plaintiff. Hence, having no alternative, the plaintiff filed this suit seeking the relief of declaration and consequential relief of permanent injunction against the defendants.

4. After receipt of the case, as usual suit summons has been issued to the defendant No.1. In response to the summons, on 27.7.2002, the defendant No.1 put his appearance through his counsel and filed his written statement on the same day. Wherein it is the contention of the defendant No.1 that, out of 4 acres 20 guntas of land in Sy.No.166, he sold 1 acre 5 guntas of land only to the plaintiff through sale deed dtd. 7.12.2001 and also contended that in the sale deed by mistake the western boundary is mentioned as Uttara Pinakini river instead of alluvial land extent of 30 guntas, which is in possession and enjoyment of one R.Manjunath since more than 40 years.

5.It is also contended in the written statement that, after purchase of the suit schedule property, plaintiff troubled the said Manjunath in this regard, said Manjunath gave a complaint to the Rural Police Station, Gowribidanur vide NCR 18/2002 and the police requested the Tahsildar, Gowribidanur about the dispute and the plaintiff has also gave petition to the Tahsildar.

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Thereafter enquiry has been conducted by the revenue officials in the spot and submitted the report that, the plaintiff is in possession of 1 acre 5 guntas of land only and to the west of his 1 acre 5 guntas towards Pinakini river alluvial land is existed, which is in possession of one R.Manjunath and to this effect on 12.12.2002, in RRTCR 706/2001-02, the Tahsildar, Gowribidanur has ordered that K.H.Hanumantharayappa only entitled for 1 acre 5 guntas and he has attempting trespass into the alluvial land in possession of R.Manujunath. With all these contentions, the defendant No.1 prayed to dismiss the suit filed by the plaintiff.

6.On the basis of the rival pleadings of both parties, my predecessor framed the following :

ISSUES

- 1) Whether the plaintiff prove that he is the absolute owner and in possession of the suit schedule property having acquired the same under Regd. Sale Deed dtd. 7.12.2001 having all documents in his name ?
- 2) Whether the defendants prove that the western boundary is wrongly mentioned by the plaintiff ?
- 3) Whether the defendants prove that one Sri.R.Manjunathja is in possession of 30 guntas of alluvial land on the western side of the property measuring 1 acre 5 guntas sold to the plaintiff under a Regd. Sale Deed dtd. 7.12.2001 and that

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he is in possession of the same since 40 years ?

- 4) Whether the defendant prove that the Tahsildar and Revenue Officials have visited to the spot and submitted a report and passed an order dtd. 12.2.2002 in RRTCR 706/01-02 to the effect that plaintiff is entitled for 1 acre 5 guntas only ?
- 5) Whether the plaintiff prove that there is an interference by the defendant with regard to his possession in respect of the suit schedule property ?
- 6) Whether the plaintiff is entitled for the relief of Declaration and consequential relief of permanent injunction ?
- 7) What order OR decree ?

7. In order to substantiate the case of the plaintiff, he stepped into witness box and examined as P.W.1. During the course of his evidence, he filed his affidavit evidence in lieu of his examination in chief and documents i.e. Regd.Sale Deed dtd.7.12.2001, certified copy of the mutation register, RTC extract and Tax Paid Receipt got marked as Ex.P.1 to Ex.P.4 and the defendant counsel on 9.3.2005 and 29.3.2005, cross examined the P.W.1. On 29.3.2005, the defendant No.1's counsel prays time for further cross examination of P.W.1. When the matter was posted for further cross examination of P.W.1, as a last chance on 25.6.2005, on that day the applicant by name Manjunath filed application under Order 1 Rule 10 of C.P.C with a

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prayer to implead him as defendant No.2 in the case in order to contest the matter on merits. After hearing of both sides the said application has been allowed on 3.11.2005 consequently applicant has been permitted to come on record as defendant No.2 in order to contest the matter. In compliance to that, the defendant No.2 filed written statement on 25.12.2005.

8. In the written statement of the defendant No.2, it is his contention that he is in settled and lawful possession of alluvial land towards the west of 1 acre 5 guntas of plaintiff's land since 43 years and the plaintiff by taking advantage of wrong boundaries mentioned in the sale deed dtd. 7.12.2001 tried to interfere with the possession and enjoyment of Manjunath in 30 guntas of alluvial land and in this regard, he filed complaint to the Rural Police Station, Gowribidnur vide NCR 18/2002 and in the written statement he re-iterated the same contention of the defendant No.1. With the said contention, the defendant No.2 prayed for dismissal of the suit filed by the plaintiff.

9. On the basis of the written statement filed by the 2nd defendant, after framing of issues, this court framed the additional issues on 11.1.2007 as follows.

- 1) Whether the defendant No.2 proves that he is in settled lawful possession of 30 guntas alluvial land to the west of 1 acre 5 guntas of plaintiff property?

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10. After framing of additional issues on 19.2.2007, P.W.1 absent before the court since he has not been tendered for cross examination, his cross examination is taken as nil and on the same day matter was posted for further evidence and on 12.4.2007. The plaintiff counsel submitted that no further evidence from their side. Hence, the matter was posted for defendants evidence on 19.6.2007. In spite of sufficient opportunities the defendants not come forward to lead their side evidence. Hence the defendants side evidence is taken as nil on 20.2.2009 and the matter was posted for arguments to 26.2.2009. In the meanwhile on 1.3.2009, the defendant No.2 filed I.A.No.5 under Sec.151 of C.P.C. with a prayer to permit the defendant to lead his side evidence. Later the said application has been allowed by permitting the defendants to lead their side evidence. In compliance of the said order on 21.4.2009 the defendant No.2 present and examined as D.W.1 and prayed time before the court for his further chief. But in spite of sufficient opportunities D.W.1 has not come forward to give his side further evidence. Hence, the defendant side evidence is taken as closed on 24.2.2010 and once again the matter was posted for arguments on 30.3.2010, the plaintiff counsel filed a memo stating that the defendant has not completed his examination in chief and he has not tendered for cross examination. As such incomplete evidence of the D.W.1 is to be deleted. After receipt of the said memo, the defendants not filed any objections to the said memo and not come

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forward to lead their side remaining evidence on record. On 7.9.2010, the defendant No.2 counsel filed I.A. No.7 with a prayer to recall order of 24.2.2010 and to permit the defendants to adduce their side further evidence and the said application has been allowed on payment of cost of Rs.100/- and permitted to lead further evidence of defendants side. Later, in spit of sufficient time and even after giving last chance to adduce defendants side evidence, the defendants remained absent and finally on 4.8.2011 the defendants further evidence is taken as nil and the matter was posted for arguments.

11. Heard arguments of plaintiff's counsel on 20.8.2011. During the course of arguments the learned counsel for plaintiff argued that on the basis of oral and documentary evidence, the plaintiff placed satisfactory materials on record in order to substantiate the fact that he is the absolute owner in peaceful possession and enjoyment of the suit schedule property. And alleged interference of the defendants in the suit schedule property and also argued that this case is purely based on the admissions, because, the execution of the sale deed in favour of the plaintiff has been admitted by both defendants and also about the possession of 1 acre 5 guntas of land and there is no materials on record to believe the contention of defendants and they have not produced any iota of documents to substantiate their defence. Hence, on the basis of admission of the defendants itself enables this court to decree the suit in favour of the plaintiff.

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12. On the other hand at the time of arguments, the learned counsel for the defendant argued that the defendants are not disputing the possession of the plaintiff in the suit schedule property i.e extent of 1 acre 5 guntas of land, but, due to improper mentioning of the boundaries in the sale deed, the plaintiff is claiming the possession of alluvial land of 30 guntas which is in the possession of the second defendant. Further it is argued that even though this court granted sufficient time to P.W.1 for further cross examination, he remained absent. Hence, further cross examination of P.W.1 has been taken as nil. Hence, adverse inference should be drawn against the P.W.1 and also argued that it is settled principle that the boundary prevail over the extent and also the plaintiff has to stand on the strength of his own case and not on the weakness of the defendant. Moreover the defendant counsel drawn the attention of this court towards Ex.P.3 col.12 and argued that the name of the plaintiff has not been forthcoming in col.12 in order to know that, he is cultivating the suit schedule property and also argued that bajudar of the suit schedule property has not been examined by the plaintiff. With these ground the defendants counsel sought to dismiss the suit filed by the plaintiff.

13. After hearing the arguments of defendants counsel, this court in order to meet the ends of justice one more opportunity has been granted to the plaintiff to hear with regarding to the plaintiffs absence before the court to face further cross examination. At that time, reply

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argument of the plaintiff counsel canvassed that no evidence of either parties is necessary in the case on hand since on the basis of the admission of the defendants itself, the suit is to be decreed, because, there is no dispute with regarding to the possession and enjoyment of the plaintiff in 1 acre 5 guntas of land and also defendants not come forward neither to explain where actually 30 guntas of alluvial land existed, nor to produced any documents with regarding to the filing of complaint against the plaintiff by the 2nd defendant and order of Tahsildar to prove their respective defence. With these grounds the learned plaintiff's counsel prayed for decree of the suit.

14. On the basis of the oral and documentary evidence placed on record, I answer the above issues as follows:

- Issue No.1 : In the Affirmative
- Issue No.2 : In the Negative
- Issue No.3: In the Negative
- Issue No.4: In the Negative
- Addl. Issue No.1: In the Neative
- Issue No.5 : In the Affirmative
- Issue No.6: As per the final orders for the following:

REASONS

15. ISSUE No.1:- It is the case of the plaintiff that he is the absolute owner and in peaceful possession of the suit schedule property having acquired the same under Regd. Sale deed dtd. 7.12.2001 and having all revenue documents.

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16. To substantiate the case of the plaintiff he relied on his affidavit evidence and documents Ex.P.1 to Ex.P.4. On going through the affidavit evidence, he clearly sworn to the fact that on 7.12.2001 he purchased the suit schedule property from one K.M.Balakrishna through Regd. Sale Deed for a sum of Rs.40,000/- and extent of suit schedule property is 1 acre 5 guntas and also averred that the vendor Balakrishna executed the sale deed by mentioning the proper boundaries of the suit schedule property and from the date of purchase of the suit schedule property, he is in possession and enjoyment of the suit schedule property and revenue documents also stand in his name and he became the absolute owner of the suit schedule property by paying regular tax to the concerned authority.

15. Along with his affidavit evidence he relied on the documents sale deed dtd. 7.12.2001, Mutation Register pertaining to the suit schedule property, RTC extracts and Tax Paid Receipts. On going through Ex.P1, Reg. Sale Deed clearly discloses that on 7.12.2001, the defendant No.1 by name Balakrishna executed the sale deed in favour of the plaintiff pertaining to the suit schedule property and Ex.P.2 Mutation Register discloses that after purchase of the suit schedule property, katha of the suit schedule property to the extent of 1 acre 5 guntas transferred to the name of plaintiff. RTC extract Ex.P.3 in col.9, it is mentioned that out of 4 acres 20 guntas of land in Sy.No.166, the plaintiff by name Hanumantharayappa is in possession and enjoyment

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of 1 acre 5 guntas of land by virtue of M.R.No.13/2001-02 and also it is mentioned in col.10 that he acquired the said property through sale.

16. On the other hand on going through the written statement of defendant Nos. 1 and 2 and also evidence of D.W.1, there is no dispute in the evidence that the plaintiff is in possession and enjoyment of 1 acre 5 guntas of land bearing in Sy.No.166, situated at Kudumalakunte village, Gowribidanur taluk. It is the contention of the defendants that western side of the boundary of the suit schedule property has been wrongly mentioned as Uttara Pinakini river instead of 30 guntas alluvial land which was in possession and enjoyment of the 2nd defendant. In order to substantiate this contention of the defendants, either the first defendant or 2nd defendant placed any material evidence or iota of documents. Such being the case, I am of the view that on going through Ex.P.1 to Ex.P.4 clearly discloses that the plaintiff is in possession and enjoyment of the suit schedule property to the extent of 1 acre 5 guntas. On going through the cross examination of P.W.1 held on 9.3.2005 and 29.3.2005 discloses that the plaintiff clearly mentioned that out of 4 acres 20 guntas of land in Sy.No.166, he is in possession of 1 acre 5 guntas and claiming right over the said 1 acre 5 guntas, he instituted the instant suit. Further he clearly denied the suggestion of defendants counsel that to the western portion of the suit schedule property about the existence of alluvial land (ಹೊಂಡು ಬಿಟ್ಟು ಜಾಗ) an also denied the suggestion of the defendants counsel that

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the defendant No.2 and his ancestors were in possession and enjoyment of 30 guntas of said alluvial land which comes under the boundaries of the suit schedule property. On going through the cross examination portion of the P.W.1 the defendant counsel nothing worthwhile is elicited from the mouth of P.W.1 to disbelieve the stand of the plaintiff that, he is the absolute owner and in peaceful possession of the suit schedule property. On the other hand as already discussed above, in order to substantiate the defence of the defendants and to disbelieve the contention of the plaintiff, no satisfactory evidence placed by the defendants except the affidavit evidence of the 2nd defendant, in the said affidavit also the defendant No.2 has not denied the ownership and possession of the plaintiff in the suit schedule property. This admission of the defendants clearly shows that the plaintiff successfully proved his absolute ownership and possession in the suit schedule property. At this juncture, I would like to mention here what is spelt out under Order 9 Rule 8 of C.P.C. wherein it is provided that the court shall pass a decree against the defendants upon the admissions. On the other hand Order 12 Rule 6 provides that the judgment on admission can be passed when a statement of admission is brought before the court and the party making statement is given an opportunity to explain such admissions, if the explanation is not accepted by the court.

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17. In the case on hand, in the written statement of both defendants and also affidavit evidence placed by the defendant no.2 clearly admitted the title and ownership of the plaintiff in the suit schedule property. On going through the memo dtd. 30.3.2010 filed by the plaintiff discloses that it is the contention of the plaintiff that the second defendant has not completed his examination in chief and has not tendered himself for cross examination. Hence, his evidence has to be deleted. Even the said contention of the plaintiff is accepted for a moment then also admission of the defendants discloses about the ownership and possession of the plaintiff over the suit schedule property.

18. In the light of my detailed discussion held above, I answer the above Issue No.1 in the Affirmative with a conclusion that the plaintiff successfully proved that he is the absolute owner in possession of the suit schedule property by virtue of regd. sale deed dtd. 7.12.2001.

19. Issue Nos. 2 to 4 & Addl. Issue No.1:- These issues are interconnected to each other do warrant for common discussion to avoid repetition of facts and circumstances. Hence, all the issues are taken together for common for discussion.

20. It is the strong assertion of the defendants that western boundary of the suit schedule property is wrongly mentioned by the plaintiff and contended that the defendant No.2 is in possession of 30

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guntas of alluvial land on the western side of the suit schedule property measuring 1 acre 5 guntas which has been sold to the plaintiff under a Regd. Sale deed dtd. 7.12.2001. And he is in possession of said alluvial land of 30 guntas since 40 years. It is also the contention of the defendants that the Tahsildar and Revenue Officials have visited the spot and submitted their respective reports and passed an order dtd. 12.2.2002 in RRTCR 706/2001-02 to the effect that the plaintiff is only entitled for 1 acre 5 guntas of land.

21. In order to substantiate this contention of the defendants, except the evidence of D.W.1, no iota of documents placed by the defendants on record. Even in the chief affidavit evidence of D.W.1, instead reiteration of written statement contentions not placed any documentary evidence on record nor the defendant No.2 stepped into witness box to face cross examination by the plaintiff in order to test the genuineness and admissibility of the defence of the defendants. Even after the receipt of memo dtd. 30.3.2010, the 2nd defendant not come forward to face cross examination. On going through the materials on record, and especially order sheet of the case, clearly discloses that sufficient opportunity has been given to the defendants to strengthen their stand by giving oral and documentary evidence, by allowing the application of the defendants on 3.4.2009 and 14.2.2011, in spite of said opportunity, the defendants have not come forward to substantiate their defence and to shaken the case of the plaintiff, and

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to know the truthfulness of the fact of visiting of the Tahsildar and other revenue officials to the spot in question and to know about the order of the Tahsildar in proceedings in RRTCR 706/2001-02 and also about giving of complaint by the defendant No.2 against the plaintiff. On going through the cross examination portion of P.W.1, he admitted to the suggestion of defendants counsel that, the defendant No.2 lodged complaint against him in NCR 18/2002, but, only on the basis of admission of the said suggestion this court cannot believe the fact that the defendant No.2 lodged complaint against the plaintiff about his interference to the alluvial land of the 2nd defendant extent of 30 guntas in the absence of material documents.

22. On going through the written statement and other materials placed by the defendants prima facie discloses that, the contentions taken in the written statement, since there is no single piece of documents on record about the contention of defendants except the contentions took in the written statement. Mere statement of the defendants in the absence of substantial evidence on record holds no waster. Further it is relevant to discuss here that the according to the defendants, in the sale deed western portion of the suit schedule property, boundary has been wrongly mentioned as utara pinakini riven instead of alluvial land pertaining of the defendant No.2. If really the said boundary mentioned in Ex.P.1 is wrong than what prevented the defendant No.1 who has executed the Red. Sale deed in favour of the

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plaintiff to correct the said boundary at the time of execution of the regd. sale deed or subsequently in the presence of plaintiff and other witnesses of Ex.P.1. Only after filing of this suit, the defendants took the above contention. Hence, this attitude of the defendants creates doubt in the mind of the court. Further, it is strong argument of learned counsel for the defendant that the plaintiff has not cross examined any bajadar of the suit schedule property in order to substantiate his case and also at the time of argument counsel drawn attention of the court to the cross examination portion of P.W.1 on 29.3.2005, wherein he stated that he is going to examine Ramakrishna, Narasimhamurthy, Suresha and Mallappa alongwith his evidence. but, he has not examined the said witnesses. To this I am of the view that, there is clear documentary evidence on record about his ownership and possession of the suit schedule property, there is no need to examine the witnesses, because, as per Sec.91 of Indian Evidence Act the documentary evidence is the best evidence to prove the case If there is any ambiguity in the instrument then only the oral evidence plays an important role. In the case on hand the document relied on by the P.W1 about his title is the regd. document and Ex.P.2 to Ex.P.4 are revenue documents which have got prescriptive value unless the contrary is proved and there is no contra materials placed by the defendants to disbelieve Ex.P1 to Ex.P.4

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22. In the light of my detailed discussion held above, I am of the view that with regarding to the defence of the defendants they have not placed satisfactory materials on record to believe that the western portion of the suit schedule property alluvial land extent of 30 guntas of to the defendant No.2 has been existed.

23. With regarding to the additional issue No.1 except affidavit evidence of the defendant No.2, no documents available on record to believe that the defendant No.2 is in settled and lawful possession of 30 guntas of alluvial land to the west of 1 acre 5 guntas of plaintiffs property. After filing the affidavit evidence of D.W.1, he has not come forward to lead his further examination in chief and not tendered for cross examination. Such being the case, mere filing of affidavit holds no water and I am of the view that the 2nd defendant is utterly failed to prove his contention that he is in settled possession of alluvial extent of 30 guntas which comes in the western side of the boundary of the suit schedule property. With these observations, I answer the Issue Nos. 2 to 4 and Addl. Issue No.1 in the Negative.

24. ISSUE No.5:- In so far as the allegation of interference is concerned P.W.1 in his affidavit evidence clearly sworn to the fact that even though the defendants have no manner of title or possession in the suit schedule property, they are interfering with the peaceful possession and enjoyment of the suit schedule property of the plaintiff. On going through the cross examination portion of P.W.1, there is no

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denial from the side of the defendants about the allegation of interference. It is settled principle that, mere filing of written statement in the absence of substantial evidence itself strengthen the factum of interference. In the case on hand, the defendants have not come forward to explain before the court through cogent evidence in what way they have an interest over the suit schedule property, except some contentions in the written statement but to believe the said contention except the written statement they have not come forward to give satisfactory evidence on record.

25.It is settled law that a party seeking the relief of injunction establishes his right and specifically pleaded about the apprehension and disturbance of his right. He is entitled for the relief of injunction and the said relief cannot be denied to him merely because the party against whom the relief is sought had denied the disturbance and right of the parties. Hence, I am of the view that the point of alleged interference of the defendants, the plaintiff placed satisfactory and convincing evidence on record which remained unchallenged. Hence, I answer Issue No.5 in the Affirmative.

26. ISSUE No.6: This suit is filed by the plaintiff seeking declaration of his title over the suit schedule property and consequential relief of permanent injunction. On going through the evidence of P.W.1 and Ex.P.1 to Ex.P.4, reveals that the plaintiff is in possession and enjoyment of 1A 5 guntas of land fully described in the schedule of the

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controverted by the defendants. Such being the case, the plaintiff is entitled for equitable relief of declaration and consequential relief of permanent injunction against the defendants and the suit schedule property which belongs to the plaintiff is to be protected. Hence, I answer this issue in the Affirmative with a conclusion that the plaintiff is entitled for the relief as sought for in the plaint.

27. Issue No.7: In the light of my detailed discussion held on issue No.1 to 6 and Addl.Issue No.1 and conclusion arrived at on the said issues, I am of the view that the plaintiff is successful in proving his case to get the relief of declaration and permanent injunction against the defendants. With these observations, I proceed to pass the following

ORDER

Suit filed by the plaintiff is hereby DECREED with cost.

It is declared that the plaintiff is the absolute owner and in possession of the property bearing in Sy.No.166 extent of 1 acre 5 guntas situated at Kudumalakunte village, Gowribidanur taluk.

The defendants and their family members and any other representatives acting on their behalf are permanently restrained from interfering or in any way causing waste or damage to the possession and enjoyment of the plaintiff over the suit schedule property.

Draw decree accordingly..

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Dictated to the stenographer, transcript revised, corrected and then pronounced in the open court on this the 23rd day of September 2011.

Nagamani.V.
(Nagamani.V.) 23/9/11
Addl.Civil Judge & JMFC,
Gowribidanur

ANNEXURE

List of witnesses examined for the plaintiff

P.W.1 Hanumantharappa

List of documents exhibited for the plaintiff.

Ex.P.1 Regd. Sale Deed
Ex.P.2 C.C. of Mutation Extract
Ex.P.3 RTC extract
Ex.P.4 Tax Paid Receipt

List of witnesss examined for the defendant

D.W.1 R.Manjunath

List of documents exhibited for the defendant.

- NIL-

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