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

GOVERNMENT OF KARNATAKA
TITLE SHEET FOR JUDGMENT IN SUITS

IN THE COURT OF THE PRL. CIVIL JUDGE AND J.M.F.C., AT GOWRIBIDANUR

Dated this 30th day of June 2026

:: PRESENT ::
SRI. GANESHA.N
M.A., L.L.B.,
Prl. Civil Judge and J.M.F.C.,
Gowribidanur

ORIGINAL SUIT NO.357/2018

Plaintiff/s :

Smt. Honnamma
W/o Channasomaiah,
Aged about 65 years,
Occ: House Hold
R/at Karekallahalli,
Ward No.1, Vidyanagara,
Gowribidanur Town.

(Rep. by learned counsel Sri. N.V)

// Versus //

Defendant/s :

1. Sri. Kumara
S/o Late. Lineman
K.Narayanappa,
Aged about 40 years,
Occ: Auto Driver,

2. Sri. Govindaraju
S/o Late. Lineman

K.Narayanappa,
Aged about 68 years,
Occ: BESCOM

Both are R/at Karekallahalli,
Ward No.1, Vidyanagara,
Gowribidanur Town.

(Rep. by learned counsel Sri. CNV / GR)

Date of institution of the suit	:	30.08.2018
Nature of the suit	:	Declaration and Perpetual Injunction
Date of the commencement of Recording of the evidence	:	04.03.2021
Date of which the judgment was Pronounced	:	30.06.2026
Total Duration	:	Year/s 07 Month/s 10 Day/s --

Sd/-
(GANESHA.N)
Prl. Civil Judge and J.M.F.C,
Gowribidanur.

J U D G M E N T

The plaintiff has instituted the present suit against the defendants seeking the relief of declaration declaring that she is the absolute owner of the suit schedule property and for consequential relief of permanent injunction restraining the defendants, their agents, servants, labourers, assigns, or anybody claiming through or under them from in any manner interfering with her peaceful possession and enjoyment of the suit schedule property mentioned infra:

SCHEDULE PROPERTY

All that piece and parcel of the immovable property bearing Assessment No.1266-880-C measuring East to West 20 feet and North to South 50 feet situated at Meenakshamma Layout, 'A' Division, Karekallahalli Branch, Gowribidanur Town and bounded by:

East : Raghavendra Guptha's Sites

West : Municipal Road

North: Halla

South: Chikka Muddappa's Banave and land

2. The plaintiff’s case in compendious:

The plaintiff acquired absolute right, title and interest over the suit schedule property under a registered Sale Deed dated 21.11.1996 executed by one Sri Ramachandrappa S/o Late Anjinappa. Though the sale deed mentions the measurement as East to West 20 feet and North to South 30 feet, the actual extent conveyed by the vendor and delivered to her possession was East to West 20 feet and North to South 50 feet. That there was an inadvertent error in mentioning the northern-southern measurement in the sale deed and that the boundaries mentioned in the document correctly identify the property actually purchased. That immediately after purchase the municipal authorities transferred the khatha in her favour in respect of the property measuring 20 feet × 50 feet and ever since then she has been paying property taxes regularly. The plaintiff has further pleaded that the municipal assessment register for the year 1996-97 itself records the extent of the property as 20 feet × 50 feet and taxes have been collected accordingly. She has also relied upon the building licence issued by the Town Municipal Council after collecting licence fee for construction over an extent of 1,000 square feet, the property register extract, tax assessment lists, tax paid receipts and the encumbrance certificate, all of which according to her consistently describe the property as measuring East to West 20 feet and North to South 50 feet. It is therefore contended that the municipal records corroborate the actual extent of the property delivered under the registered sale deed. According to the plaintiff, the defendants are complete strangers to the property. They are neither related to the plaintiff nor to her vendor and have never acquired any right, title, interest or possession over the suit schedule property. It is specifically pleaded that neither the plaintiff nor her vendor has ever executed any document, either registered or unregistered, in favour of the defendants. The plaintiff further alleges that on 26.08.2018 the defendants along with certain antisocial elements attempted to interfere with her peaceful possession and tried to dispossess her forcibly. Though such interference was resisted with the assistance of neighbours and well-wishers, the defendants allegedly threatened to repeat their illegal acts. Apprehending forcible dispossession, the plaintiff instituted the present suit seeking declaration of title and consequential permanent injunction.

3. Upon service of summons, the defendants entered appearance and filed their written statement. Defendant No.2 has substantially contested the suit. While denying the plaint averments, he has contended that the plaintiff has deliberately attempted to enlarge the extent of the property purchased by her. According to him, the registered sale deed executed in favour of the plaintiff conveys only a property measuring East to West 20 feet and North to South 30 feet. It is his contention that the plaintiff has manipulated municipal records by colluding with the concerned authorities to show the extent as 20 feet × 50 feet. Defendant No.2 has also alleged that the eastern boundary mentioned in the plaintiff's sale deed has been intentionally described as "Raghavendra Guptha's sites" though in reality a municipal road exists on the eastern side, and that the plaintiff is attempting to encroach upon the public road by taking advantage of the erroneous boundary description. On these allegations, the defendants contend that the suit has been filed on the basis of fabricated documents and is liable to be dismissed with exemplary costs.

4. Having regard to the pleadings and other materials on record, this Court has framed the issues as follows:

ISSUES

1. Whether the plaintiff proves that she is the absolute owner, in possession and enjoyment of the suit schedule property as claimed?

2. Whether the plaintiff proves the alleged interference caused by the defendants?

3. Whether defendant No.2 proves that the boundaries mentioned in the sale deed obtained by the plaintiff is wrong?

4. Whether defendant No.2 proves that the plaintiff has created and manipulated documents as contended in para No.16 of his written statement?

5. Whether the plaintiff is entitled to the reliefs as sought for?

6. What Order or Decree?

5. In order to substantiate her case, the plaintiff examined her General Power of Attorney holder, Sri Channasomaiah, as PW-1 and produced Ex.P1 to Ex.P20. Ex.P1 is the General Power of Attorney. Ex.P2 is the certified copy of the registered sale deed dated 21.11.1996. Ex.P3 is the municipal assessment register extract for the year 1996-97. Ex.P4 and Ex.P5 are tax assessment lists. Ex.P6 to Ex.P16 are tax paid receipts. Ex.P17 is the property register extract. Ex.P18 is the building licence dated 17.02.2016. Ex.P19 is the encumbrance certificate and Ex.P20 is the receipt issued by the Town Municipal Council.

6. On behalf of the defendants, defendant No.1 entered the witness box as DW-1 and produced Ex.D1, the certified copy of a sale deed dated 05.11.1999, and Ex.D2, the layout plan. However, despite granting sufficient opportunities, DW-1 failed to present himself for cross-examination. Consequently, his cross-examination was taken as nil due to his own default.

7. Heard arguments advanced by the Learned counsels for suit parties and this Court perused entire materials on record.

8. Having heard arguments and having perused entire materials on record, this Court answered issue Nos.1 to 5 in the **Negative** and issue No.6 as per final order for the following:

: R E A S O N S :

9. **ISSUE NO.1**: The burden of proving this issue squarely rests upon the plaintiff in view of Sections 104 to 106 of the Bharatiya Sakshya Adhiniyam, 2023. Since the plaintiff has sought a declaration of title under Section 34 of the Specific Relief Act, 1963, she must establish her title independently and cannot succeed merely because the defence appears to be weak. It is a settled proposition of law that in a suit for declaration of title, the plaintiff has to succeed on the strength of her own case and not on the weakness of the defendants' case.

10. To discharge the said burden, the plaintiff examined her General Power of Attorney Holder as PW-1 and relied upon Ex.P1 to Ex.P20. Ex.P2, being the certified copy of the registered Sale Deed dated 21.11.1996, constitutes the foundation of the plaintiff's title. The execution and registration of Ex.P2 are not disputed by the defendants. Therefore, there is no controversy that the plaintiff purchased certain immovable property from one Sri Ramachandrappa. However, the real controversy relates to the extent of the property purchased under Ex.P2. A careful reading of Ex.P2 clearly reveals that the vendor conveyed a property measuring East to West 20 feet and North to South 30 feet. The plaintiff has instituted the present suit claiming declaration in respect of a property measuring East to West 20 feet and North to South 50 feet. Thus, the property described in the plaint schedule is materially different from the extent conveyed under the registered sale deed.

11. The plaintiff has attempted to explain this discrepancy by contending that the recital regarding measurement in Ex.P2 is erroneous and that the vendor actually delivered possession of 20 feet × 50 feet. She has further relied upon municipal records, namely Ex.P3 to Ex.P20, to show that the property has consistently been assessed by the municipal authorities as measuring 20 feet × 50 feet. Ex.P3, the municipal assessment register for the year 1996-97, records the measurement as 20 feet × 50 feet. Ex.P4 and Ex.P5, being tax assessment lists, also mention the same measurement. Ex.P6 to Ex.P16 are tax receipts evidencing payment of taxes. Ex.P17 is the property register extract. Ex.P18 is the building licence issued by the Town Municipal Council permitting construction over an area approximately corresponding to 20 feet × 50 feet. Ex.P19, the Encumbrance Certificate, also reflects the same measurement. These documents undoubtedly demonstrate that the municipal authorities have treated the plaintiff as the person liable to pay taxes in respect of a property measuring 20 feet × 50 feet. However, the question before this Court is whether such municipal records can enlarge the extent conveyed under a registered sale deed. The answer must necessarily be in the negative.

12. It is well settled that entries in municipal records are maintained only for fiscal purposes. Assessment registers, tax receipts, property extracts and building licences neither confer title nor extinguish title. They merely recognise a person for assessment and collection of taxes. Such records cannot override the terms of a registered conveyance executed under Section 54 of the Transfer of Property Act, 1882.

13. The Hon'ble Supreme Court in **Suraj Bhan v. Financial Commissioner** reported in **(2007) 6 SCC 186,** has categorically held that mutation or revenue entries neither confer title nor have any presumptive value regarding ownership. Similar principles have been reiterated in **Jitendra Singh v. State of Madhya Pradesh** reported in **(2021) 2 SCC 273,** wherein it was held that mutation entries are only fiscal entries and do not create or extinguish title.

14. The plaintiff has not produced any rectification deed executed by the vendor correcting the measurement mentioned in Ex.P2. She has also not sought rectification of Ex.P2 under Section 26 of the Specific Relief Act, 1963. Neither the vendor nor any attesting witness has been examined to establish that the recital regarding measurement was incorporated due to mutual mistake. Consequently, the Court is bound by the express recitals contained in the registered sale deed. During cross-examination, PW-1 has admitted that the sale deed executed by Ramachandrappa mentions the measurement as East to West 20 feet and North to South 30 feet. He has further admitted that the approved layout plan has not been produced before the Court. Though he denied the suggestion that the layout plan would disclose only 20 feet × 30 feet, the fact remains that the best available evidence has been withheld.

15. Likewise, no survey sketch, measurement report or official survey conducted by competent authority has been produced to establish that the property enclosed within the boundaries measures 20 feet × 50 feet. Thus, although the plaintiff has established that she is the purchaser under Ex.P2 and that municipal records stand in her name, she has failed to establish by legally admissible evidence that Ex.P2 conveyed a property measuring 20 feet × 50 feet, which alone forms the suit schedule property. A registered instrument operates according to its tenor until it is lawfully rectified or cancelled. The Hon'ble Supreme Court in **Anathula Sudhakar v. P. Buchi Reddy** reported in **(2008) 4 SCC 594,** has held that "*in a suit for declaration the plaintiff must establish a clear legal title*". Applying the above principle, this Court is of the considered opinion that the plaintiff has failed to establish that she is the absolute owner of the suit schedule property measuring East to West 20 feet and North to South 50 feet.

16. So far as possession is concerned, the municipal records undoubtedly indicate that the plaintiff has been paying taxes and has obtained building licence. Nevertheless, possession by itself cannot substitute proof of title when the plaintiff seeks a declaration under Section 34 of the Specific Relief Act, 1963 in respect of a larger extent than what is conveyed under the registered sale deed. Except revenue entries which are contrary to the title documents, so far as measurement is concerned, the contention of the plaintiff as to lawful possession over the larger extent sans acceptable evidence. The plaintiff has not examined any independent witnesses to corroborate her contention as to possession over the entire suit schedule property. The evidence of P.W.1 who is the GPA holder of plaintiff is not sufficient to establish lawful possession over the total extent. Accordingly, this Court holds that the plaintiff has failed to establish lawful title and possession over the suit schedule property as described in the plaint. Hence, Issue No.1 is answered in the **Negative.**

17. **ISSUE No.2:-** The burden of proving this issue also rests upon the plaintiff. In a suit seeking permanent injunction, the plaintiff is required to establish not only her lawful possession over the suit schedule property as on the date of the suit but also the alleged interference by the defendants. Mere apprehension of interference, without satisfactory evidence, is not sufficient to grant the equitable relief of perpetual injunction. The plaintiff must establish by cogent and convincing evidence that the defendants attempted to interfere with her lawful possession over the property claimed in the suit.

18. The plaintiff has pleaded that on 26.08.2018, the defendants, along with their henchmen, unlawfully attempted to trespass into the suit schedule property and interfere with her peaceful possession. It is further pleaded that with the assistance of neighbours and well-wishers, she resisted the illegal acts of the defendants and that thereafter the defendants continued to threaten dispossession, compelling her to institute the present suit.

19. To substantiate the said allegations, the plaintiff has relied upon the oral testimony of PW-1. In his examination-in-chief, PW-1 has reiterated the plaint averments and deposed that the defendants attempted to interfere with the plaintiff's possession on 26.08.2018. However, except his interested testimony, no independent evidence has been placed before the Court to establish the alleged incident.

20. Significantly, though the plaintiff has stated that several neighbours and well-wishers were present and prevented the alleged interference, none of them have been examined before the Court. No explanation has been offered for withholding such material witnesses. The plaintiff has also not produced any complaint lodged before the jurisdictional police, any NCR, FIR, representation to the municipal authorities, or any contemporaneous document showing that such interference actually occurred. If really an unlawful attempt had been made by several persons to dispossess the plaintiff, some contemporaneous complaint or documentary evidence would ordinarily have been forthcoming. The complete absence of such material creates a serious doubt regarding the actual occurrence of the alleged incident.

21. It is true that the defendants have denied the allegation of interference. Defendant No.1 entered the witness box as DW-1 and filed his affidavit in lieu of examination-in-chief. However, despite sufficient opportunities, DW-1 failed to tender himself for cross-examination. Consequently, his cross-examination was taken as nil at his own fault. The law is well settled that evidence which has not been tested by cross-examination carries little evidentiary value. In **Vidhyadhar v. Manikrao** reported in **(1999) 3 SCC 573**, the Hon'ble Supreme Court held that *when a party abstains from the witness box or avoids cross-examination, the Court may draw an adverse inference under Section 114 illustration (g) of the Indian Evidence Act, 1872*. Therefore, this Court is justified in drawing an adverse inference against the defendants regarding the truthfulness of the assertions made in the written statement.

22. Nevertheless, the adverse inference drawn against the defendants cannot by itself relieve the plaintiff of the burden cast upon her to establish the alleged interference. It is a settled principle of law that weakness in the defence cannot be treated as proof of the plaintiff's case. The plaintiff must independently discharge the burden of proving the facts asserted by her. This principle has consistently been recognised by the Hon'ble Supreme Court in several decisions.

23. Another significant aspect which requires consideration is that the alleged interference is in respect of the suit schedule property measuring East to West 20 feet and North to South 50 feet. While discussing Issue No.1, this Court has already held that the plaintiff has failed to establish her legal title and possession over the property of the said measurement. The plaintiff has succeeded only in showing that Ex.P2 conveys a property measuring East to West 20 feet and North to South 30 feet. In the absence of proof of title over the suit schedule property as described in the plaint, the Court cannot presume interference in respect of the larger extent merely because the defendants have disputed her claim.

24. The Hon'ble Supreme Court in **Anathula Sudhakar v. P. Buchi Reddy** reported in **(2008) 4 SCC 594,** has held that *where the title itself is under serious dispute and the plaintiff fails to establish such title, the consequential relief of injunction cannot ordinarily be granted*. Similarly, under Section 38 of the Specific Relief Act, 1963, a perpetual injunction can be granted only to protect an existing legal or equitable right. Since the plaintiff has failed to establish her legal right and possession over the entire suit schedule property measuring 20 feet × 50 feet, the consequential relief of injunction in respect of that property cannot be granted.

25. The learned counsel for the plaintiff has argued that the very denial of the plaintiff's title by the defendants and their assertion regarding the boundaries clearly establishes interference. Though such contention appears attractive at first blush, it cannot be accepted in its entirety. A mere denial of title in the written statement does not by itself constitute actionable interference warranting a decree of perpetual injunction. There must be satisfactory evidence of an overt act or threatened invasion of the plaintiff's lawful possession. Except the interested testimony of PW-1, there is no independent material on record proving the alleged incident dated 26.08.2018. Therefore, while the conduct of the defendants in not subjecting DW-1 to cross-examination undoubtedly weakens their defence, the plaintiff has nevertheless failed to produce satisfactory evidence to establish the specific act of interference alleged in the plaint. Since the plaintiff has failed to establish her title over the suit schedule property as claimed and has also failed to prove the alleged interference by independent and convincing evidence, this Court is constrained to hold that the burden cast upon the plaintiff under this issue has not been discharged. Accordingly, Issue No.2 is answered in the **Negative.**

26. <u>ISSUE No.3</u>: The burden of proving this issue squarely lies upon Defendant No.2, as the plea regarding incorrect boundaries has been specifically raised by him in the written statement. In terms of Sections 104 and 105 of the Bharatiya Sakshya Adhiniyam, 2023, the burden of proof lies upon the party who asserts the existence of a particular fact. Since it is Defendant No.2 who alleges that the eastern boundary mentioned in Ex.P2 is false and has been deliberately shown as "Raghavendra Guptha's sites" instead of the Municipal Road, the onus is entirely upon him to substantiate the said plea by cogent and convincing evidence.

27. The specific contention of Defendant No.2 is that the vendor of the plaintiff intentionally described the eastern boundary as "Raghavendra Guptha's sites" instead of the Municipal Road with a view to facilitate future encroachment upon the public road. According to the defendants, the plaintiff is taking undue advantage of such description and is attempting to encroach upon the municipal road situated on the eastern side of the property. The defendants have further contended that the boundary recitals in the sale deed are false and do not reflect the actual physical features of the property.

28. In support of the said defence, Defendant No.1 examined himself as DW-1 and produced Ex.D1, the certified copy of the sale deed dated 05.11.1999, and Ex.D2, the layout plan. However, as already noticed while discussing the earlier issues, the examination-in-chief of DW-1 has remained untested because of his failure to present himself for cross-examination despite repeated opportunities. Consequently, the evidentiary value of his testimony stands substantially diluted. Cross-examination is an integral component of the judicial process. It enables the opposite party to test the truthfulness, credibility and reliability of the witness. A witness who deliberately avoids cross-examination deprives the Court of the opportunity to assess the veracity of his assertions. The Hon'ble Supreme Court in **Vidhyadhar v. Manikrao** reported in **(1999) 3 SCC 573,** held that where a party fails to subject himself to cross-examination, an adverse inference can legitimately be drawn under Section 114 illustration (g) of the Indian Evidence Act, 1872 which is equallent to Section 119 of the Bharatiya Sakshya Adhiniyam, 2023. Therefore, this Court is unable to place implicit reliance upon the untested testimony of DW-1.

29. Coming to the documentary evidence, Ex.D1 is a sale deed executed in favour of a third party in the year 1999. The said document does not directly relate to the title of the suit schedule property purchased by the plaintiff under Ex.P2. Though the defendants rely upon the recitals contained therein to contend that a municipal road exists on the eastern side, Ex.D1 by itself cannot establish that the boundary mentioned in Ex.P2 is false. Every sale deed has to be construed with reference to the property conveyed thereunder. Unless the identity and location of the property covered under Ex.D1 are established by independent evidence, the recitals therein cannot conclusively disprove the boundaries mentioned in Ex.P2.

30. Likewise, Ex.D2 is stated to be the layout plan. A careful scrutiny of Ex.D2 indicates that it has not been proved in accordance with law. No competent official from the Town Municipal Council or the concerned planning authority has been examined to establish the authenticity, preparation or approval of the said layout plan. The person who prepared the layout has not been examined. The defendants have also not produced the original approved layout records from the custody of the municipal authorities. In the absence of foundational evidence regarding its preparation and authenticity, Ex.D2 cannot be treated as conclusive proof of the actual boundaries of the suit property.

31. On the contrary, Ex.P2, which is an admitted registered document executed much prior to the present dispute, specifically mentions the eastern boundary as "Raghavendra Guptha's sites." The defendants have not examined either the executant of Ex.P2 or any attesting witness to establish that such recital was fraudulently incorporated. There is also no evidence to show that any proceedings have ever been initiated before any competent authority seeking correction of the boundary recitals in Ex.P2.

32. During the cross-examination of PW-1, it has been elicited that Anasuyamma, the mother of Defendant No.2, had purchased Site Nos.14 and 15 from Raghavendra Guptha and that her sale deed mentions road towards the northern and western sides. However, these admissions do not conclusively establish that the eastern boundary shown in Ex.P2 is false. At the highest, they indicate that the properties purchased by Anasuyamma had roads on certain sides. Such admissions cannot automatically lead to the conclusion that the eastern boundary of the plaintiff's property is necessarily a municipal road. The identity of one property cannot be inferred solely from the boundary descriptions contained in another independent sale deed unless both properties are correlated through survey records or other reliable evidence.

33. The allegation that the plaintiff is attempting to encroach upon the municipal road is undoubtedly a serious one. However, serious allegations require equally strong proof. The defendants have not produced any proceedings initiated by the municipal authorities alleging encroachment. No notice under the Municipal Act has been produced. No mahazar, inspection report or survey report prepared by any competent authority has been placed before the Court. In the absence of such evidence, the allegation of encroachment remains a mere assertion unsupported by legally admissible proof.

34. The law is well settled that pleadings, however strongly worded, do not constitute evidence. Unless the facts pleaded are established by satisfactory oral or documentary evidence, the Court cannot record findings merely on the basis of allegations. In the present case, the defendants have failed to discharge the burden cast upon them under this issue. Accordingly, this Court holds that Defendant No.2 has failed to prove that the boundaries mentioned in Ex.P2 are incorrect or that the eastern boundary has been deliberately shown as "Raghavendra Guptha's sites" with an intention to encroach upon the municipal road. The evidence adduced by the defendants falls far short of the standard required to substantiate such a plea. Hence, Issue No.3 is answered in the **Negative.**

35. ISSUE No.4: The burden of proving this issue squarely rests upon Defendant No.2. It is the specific allegation of the defendants that the plaintiff, in collusion with the concerned municipal authorities, has created false and manipulated documents showing the extent of the property as measuring East to West 20 feet and North to South 50 feet, though the registered sale deed conveys only a property measuring East to West 20 feet and North to South 30 feet.

Such an allegation is undoubtedly serious in nature, as it imputes fraud and fabrication against the plaintiff. It is a settled principle of law that allegations of fraud, fabrication or manipulation must not only be specifically pleaded but must also be strictly proved by cogent, clear and convincing evidence. Mere suspicion, conjectures or surmises can never take the place of legal proof.

36. The defendants have contended that Ex.P3, namely the Assessment Register Extract, forms the basis for all the subsequent municipal documents produced by the plaintiff and that the said document has been manipulated to show an incorrect measurement. According to the defendants, Ex.P4 to Ex.P20 have subsequently come into existence on the strength of Ex.P3 and therefore all those documents are liable to be discarded as fabricated records.

37. Before appreciating the said contention, it is necessary to examine the nature of the documents produced by the plaintiff. Ex.P3 is the Assessment Register Extract issued by the Town Municipal Council. Ex.P4 and Ex.P5 are tax declaration lists. Ex.P6 to Ex.P16 are tax paid receipts issued by the competent municipal authority. Ex.P17 is the Property Register Extract maintained in the ordinary course of official business. Ex.P18 is the Building Licence granted by the Town Municipal Council. Ex.P19 is the Encumbrance Certificate issued by the office of the Sub-Registrar. Ex.P20 is the receipt acknowledging payment of licence fee.

38. All these documents are public documents or certified copies of public records issued by statutory authorities in discharge of their official duties. Under Sections 74(1), 75 and 76 of the Bharatiya Sakshya Adhiniyam, 2023, certified copies of public documents are admissible in evidence. There is a statutory presumption under Section 119 illustration (e) of the Bharatiya Sakshya Adhiniyam, 2023 that official acts have been regularly performed unless the contrary is proved. Therefore, once these documents are produced from proper custody or in certified form, the burden shifts upon the party alleging fabrication to establish by satisfactory evidence that the documents are forged, manipulated or otherwise unreliable.

39. In the present case, except making a bald allegation in the written statement, the defendants have not produced any evidence whatsoever to demonstrate that Ex.P3 or any of the subsequent municipal records have been fabricated. No official from the Town Municipal Council has been summoned to establish that the entries found in Ex.P3 were fraudulently inserted. The original municipal records have not been summoned. No enquiry report, departmental proceedings or communication issued by the municipal authorities questioning the correctness of the entries has been produced. The defendants have also not examined any handwriting expert or document examiner to establish interpolation, overwriting or manipulation in any of the documents.

40. The allegation that the plaintiff colluded with the municipal authorities also remains wholly unsupported. Fraud and collusion cannot be inferred merely because the municipal records contain a measurement different from that found in the registered sale deed. There must be independent evidence showing the manner in which the records were manipulated, the persons responsible for such manipulation and the circumstances under which such manipulation took place. No such evidence is forthcoming in the present case.

41. During the cross-examination of PW-1, suggestions have been made that Ex.P3 is a false document and that Ex.P4 onwards have been created on the basis of Ex.P3. PW-1 has categorically denied all such suggestions. It is well settled that a mere suggestion put during cross-examination does not amount to proof of the fact suggested. Unless the defendants adduce independent evidence supporting such suggestions, the Court cannot act upon them. Suggestions denied by a witness do not constitute substantive evidence.

42. The defendants have further contended that since Ex.P2 mentions the measurement as 20 feet × 30 feet, every subsequent document showing 20 feet × 50 feet must necessarily be fabricated. This argument, though attractive at first glance, cannot be accepted in law. There may be several reasons why municipal records contain measurements different from those found in title deeds. The discrepancy may have arisen on account of clerical error, municipal assessment based on physical possession, subsequent survey, or on administrative reasons. Whether such entries ultimately confer title is an altogether different question. However, the mere existence of inconsistency between a registered sale deed and municipal records does not automatically establish fabrication.

43. Fraud cannot be presumed and must be established by clear, cogent and convincing evidence and the allegations of fraud are required to be proved by evidence of a quality higher than that required in ordinary civil disputes, though not beyond reasonable doubt as in criminal proceedings. In the present case, the defendants have failed to produce even the minimum evidence required to substantiate their allegations. On the contrary, the municipal records produced by the plaintiff appear to have been maintained over a long period of time extending from 1996 onwards. The tax receipts produced by the plaintiff show continuous payment of municipal taxes over several years. The building licence has been granted by the competent authority after collection of licence fee. There is absolutely no evidence to suggest that these documents came into existence immediately before institution of the suit or were created solely for the purpose of litigation.

44. Another important circumstance which cannot be overlooked is the conduct of DW-1. Though he entered the witness box, he deliberately avoided cross-examination. Consequently, his allegations regarding fabrication have remained untested. As already discussed while dealing with the earlier issues, an adverse inference under Section 119 illustration (g) of the Bharatiya Sakshya Adhiniyam, 2023 necessarily follows against a party who withholds himself from cross-examination. The failure of DW-1 to subject himself to cross-examination considerably diminishes the evidentiary value of the allegations made in his affidavit evidence.

45. However, this Court hastens to clarify that merely because the defendants have failed to prove manipulation of the municipal records, it does not necessarily follow that those records confer title upon the plaintiff. These are two distinct questions. While the plaintiff may rely upon the municipal records to establish possession or long-standing assessment in her favour, those records cannot enlarge the extent conveyed under Ex.P2. Thus, the failure of the defendants to prove fabrication cannot cure the plaintiff's failure to establish title over the larger extent claimed in the plaint. The issues relating to title and manipulation operate in different fields and must be decided independently. Having considered the entire oral and documentary evidence on record, this Court is of the considered opinion that Defendant No.2 has utterly failed to establish that Ex.P3 to Ex.P20 are fabricated or manipulated documents or that the plaintiff has colluded with the municipal authorities in creating false records. Accordingly, Issue No.4 is answered in the **Negative.**

46. ISSUE No.5:- This issue is the consequential issue and necessarily depends upon the findings recorded on the preceding issues. The plaintiff has failed to satisfy the statutory requirements prescribed under Sections 34 and 38 of the Specific Relief Act, 1963 to avail the relief of declaration and perpetual injunction. Accordingly, this Court holds that the plaintiff is not entitled to the relief of declaration or the consequential relief of permanent injunction as prayed for in the plaint. Hence, Issue No.5 is answered in the **Negative.**

47. ISSUE No.6:- In view of the findings recorded on Issue Nos.1 to 5, this Court proceeds to pass the following order. Considering the peculiar facts and circumstances of the case, particularly the fact that the plaintiff has relied upon long-standing municipal records while the defendants have failed to substantiate their allegations of fraud and fabrication, this Court is of the opinion that the parties should bear their respective costs. Accordingly, there shall be no order as to costs. Hence, this court proceeds to pass the following:

O R D E R

The suit of the plaintiff is hereby dismissed without costs.

Draw decree accordingly.

(Dictated to the Stenographer, typed by her, then corrected and pronounced by me in the open court on this the ***30th day of June 2026).***

Sd/-
(GANESHA.N)
Prl. Civil Judge and J.M.F.C,
Gowribidanur.

ANNEXURE

List of witnesses examined on behalf of plaintiff:

P.W-1	:	Channa Somaiah

List of witnesses examined on behalf of defendants:

D.W-1	:	Venkateshkumar

List of documents exhibited on behalf of plaintiff:

Ex.P1	:	General Power of Attorney
Ex.P2	:	Certified copy of the registered sale deed dated 21.11.1996
Ex.P3	:	Municipal assessment register extract
Exs.P4 & 5	:	Tax assessment lists

Exs.P6 to 16:		Tax paid receipts
Ex.P17	:	Property register extract
Ex.P18	:	Building licence dated 17.02.2016
Ex.P19	:	Encumbrance certificate
Ex.P20	:	Receipt issued by the Town Municipal Council.

List of documents exhibited on behalf of defendants:

Ex.D1	:	Certified copy of a sale deed dated 05.11.1999
Ex.D2	:	Layout plan

Sd/-
(GANESHA.N)
Prl. Civil Judge and J.M.F.C,
Gowribidanur.