

**IN THE COURT OF THE SENIOR CIVIL JUDGE
AT KADUR**

Present: Sri M.Raju, M.A.LL.B.
Senior Civil Judge & JMFC,
Kadur.

Date: 2nd December, 2019.

O.S.No.19/2012

Plaintiff:

**K.B.Nageshappa, aged 70 years,
Agriculturist and Rtd. Teacher, S/o
late Bhogappa, R/o P.Kodihalli
village, Yagati hobli, Kadur taluk,
Chikkamagaluru district.**

[By Sri K.N.Rajanna, Advocate]

-Vs-

Defendants:

- 1. K.B.Govindappa, aged 67 years,
Agriculturist, S/o late Bhogappa;**
- 2. Smt. B.N.Sharadamma, aged 60
years, House wife, W/o late
K.B.Gangadharappa;**
- 3. K.G.Thippeshappa, aged 33 years,
Teacher S/o late
K.B.Gangadharappa;**
- 4. K.G.Devaraju, aged 31 years,
Agriculturist S/o late
K.B.Gangadharappa;**

5. **K.G.Sathisha, aged 28 years,
Teacher, S/o late
K.B.Gangadharappa;**
6. **K.B.Onkarappa, aged 60 years,
Agriculturist, S/o late Bhogappa;**
7. **K.B.Kalleshappa, aged 55 years,
Agriculturist, S/o late Bhogappa;**
8. **K.B.Mahesha, aged 50 years,
Teacher, S/o late Bhogappa;**

**All are residents at P.Kodihalli
village, Yagati hobli, Kadur taluk,
Chikkamagaluru district.**

9. **Smt. Lakkamma, aged 73 years,
House wife, D/o late Bhogappa, W/o
Hallappa, r/o Biluvala village at
and post, Kasaba hobli, Kadur
taluk.**
- 10.**Smt. Javamma, aged 65 years,
House wife, W/o M.V. Puttaswamy,
D/o late Bhogappa, R/o M.G.Dibba
village at and post, Hosadurga
taluk, Chitradurga district.**
- 11.**Smt. Bhagyamma, aged 35 years,
House wife, R/o Pura village, Yagati
post, Kadur taluk, Chikkamagaluru
district.**
- 12.**K.N.Laxmikantha, aged 49 years,
Agriculturist, S/o K.B. Nageshappa,
R/o P.Kodihalli village, Yagati hobli,**

Kadur taluk, Chikkamagaluru district;

13. Yashodha, aged 35 years, House wife, W/o late K.N.Bhogapa, R/o P.Kodihalli village, Yagati hobli, Kadur taluk, Chikkamagaluru district.

14.Murthaiah, aged 58 years, S/o late Shivaiah, R/o Mavinahalli village, Yagati hobi, Kadur taluk, Chikkamagaluru district.

[D.1, 6 & 14 by Ms.K.B.Hemalatha, Advocate;

D.8,10,12,13 by Sri K.V.Mallesh, Advocate;

D.2 to 5 by Sri C.L.Devaraj, Advocate;

D.7 & 11 by Sri H.M.Prasanna, Advocate;

D.4 by Sri Hareesh Singatagere, Advocate;

D.9 by Sri B.Raju, Advocate]

Date of filing of suit:	21.4.2012
Nature of suit:	Declaration and Partition
Date of commencement of Recording of evidence:	1.7.2013
Date on which the Judgment was pronounced:	2.12.2019

Total duration:	Year/s	Month/s	Day/s
	-05-	-07-	-11-
	- - -		

: J U D G M E N T :

The plaintiff has filed this suit for declaration that registered sale deed executed by 2nd defendant in favour of defendant No.11 does not bind the plaintiff, for partition and separate possession and for mesne profits.

2. This is a remanded suit, initially this suit was disposed of on 6.2.2015 by this court by decreeing the suit of the plaintiff. Against which R.A.No.15/2015 was preferred by defendant No.8 and R.A.No.18/2015 was preferred by defendant No.2 to 5 before the Prl. District and Sessions court, Chikkamagaluru. Both the appeals were allowed in part and the judgment and decree passed by this court was set aside and the matter was remanded back to this court with a direction to allow defendant No.8 to file additional written statement, to frame additional issue regarding the defence of defendant No.2

and 5 and allow the parties to adduce evidence on the additional issues framed.

3. The brief facts of the plaintiff's case is as under:

One Mudiyappa was the propositus of the family of plaintiff and defendant No.1 to 10. The said Mudiyappa had got 3 sons namely Bhogappa, Giddamallappa and Madalappa. Bhogappa is the father of plaintiff and defendant No.1 and 6 to 10 and father-in-law of the 2nd defendant and grand father of defendant No.2 to 5. The said Mudiyappa and his sons Giddamallappa and Madalappa have divided their family properties long back and residing separately. Bhogappa had got 6 sons i.e. plaintiff, 1st defendant and defendant No.6 to 8 and husband of 2nd defendant K.B.Gangadharappa and two daughters i.e. the defendant No.9 and 10. The defendant No.9 and 10 have been married long back and they are residing in their husband's house and they have no share in the suit schedule properties and they have made as formal parties to the suit. The suit schedule properties are the ancestral and joint family properties of plaintiff and defendant No.1 to 10. During

the life time of Bhogappa he was managing the joint family, its members and the suit schedule properties, the plaintiff was working as teacher and out of his salary and also out of the income of other joint family properties, some of the suit schedule properties have been purchased in the name of members of the family. Bhogappa died leaving behind him the plaintiff and defendant No.1 to 10 as his legal representatives. After the death of Bhogappa, K.B.Gangadharappa and Govindappa, the defendant No.1 and 2 were managing the joint family properties and its affairs by assisting to each other. Out of the joint family income, K.B.Gangadharappa has got 50 acres of land in his name and plaintiff has also been contributing his salary to maintain the affairs of the family and nearly 20 acres stands in the name of plaintiff and remaining lands stands in the name of K.B.Onkarappa Kalleshappa and K.B.Mahesh, all these properties are also the joint family properties and there is no division among the sons of said Bhogappa. The plaintiff was working as teacher and he has taken the responsibility of giving education to the sons of his

bothers including defendant No.4 to 6 and also his brother K.B.Mahesh and he has borne the expenses of getting the job to defendant No.3, 5 and 8. The brother of plaintiff K.B.Gangadharappa by taking undue advantage of the manager of joint family has acquired nearly 5 acres of land in his name and got changed the khata of the properties in the name of his sons i.e. defendant No.3 to 5 but the said properties are also the joint family properties. K.B.Gangadharappa died leaving behind him his wife and sons i.e. defendant No.2. to 5 as his legal representatives, item No.52 is also the joint family property, but the 2nd defendant by misrepresenting the concerned grama panchayath authorities has got changed the khata to her name without the knowledge and consent of plaintiff and other defendants and the 2nd defendant taking undue advantage of the khata stands in her name, she has sold the said property in favour of 11th defendant under the registered sale deed, the 2nd defendant has no exclusive right or interest over the said property to alienate and the plaintiff is not a party to the said sale transaction and the same is not binding

on the plaintiff. After the death of Bhogappa and K.B.Gangadharappa, there was dispute among the woman folk and hence the plaintiff and his brothers are residing separately and they are cultivating the properties separately, but the defendant No.2 to 6 are enjoying the income of 50 acres of land and not allowing the plaintiff and other members of joint family to enter into the said 50 acres of land and not giving the income of said properties to the other members of the family. After the death of Bhogappa and K.B.Gangadharappa, the defendant No.2 to 6 have not been managing the joint family properties properly and they are showing negligence towards the joint family members and its properties. Hence the plaintiff does not like to continue as member of joint family hence he demanded the defendants to effect the partition and to allot his legitimate share in the suit schedule properties by metes and bounds but the defendants have refused. The plaintiff has got 1/6th share in the suit schedule properties. Hence prays to decree the suit as prayed for in the plaint. The cause of action for the suit has arisen on and from 23.3.2012 when the plaintiff demanded for

partition and separate possession and subsequently on and from 13.4.2012. When the defendants refused to effect the partition at P.Kodihalli village, Yagati hobli, Kadur taluk within the jurisdiction of this court.

4. After service of summons, all the defendants entered appearance and filed written statement separately.

5. The defendant No.1 in his written statement, which is also adopted by defendant No.6 and 8 admitted all the averments of plaint and submitted that they are also having 1/6th share in the suit schedule properties, hence prays to allot the same to them. Further submitted that the defendant No.2 to 5 and 7 by colluding with each other are trying to alienate some of the properties and the 2nd defendant already sold out the site property in favour of 11th defendant without the consent and knowledge of the defendants. The above defendants are making hurried attempts to knock of the joint family properties with an intention to deceive the rights of plaintiff and defendants. Hence prays to decree the suit as prayed in the plaint.

6. The defendant No.9 and 10 though filed separate written statements but it is in the same line of the written statement filed by defendant No.1, 6 and 8 and prays to allot their 1/6th share in the suit schedule properties. The defendant No.9 and 10 further submits that they are ready to give up their share in favour of their brothers.

7. The 3rd defendant has filed written statement and it is adopted by defendant No.2,4,5, 7 and 8. The defendants have admitted the relationship between the parties. But denied all other averments of plaint. Further submitted that after the death of Bhogappa, the plaintiff got changed the khata of the properties into his name and he was managing the properties and members of joint family for some years, since he was a teacher because of his transfer to various places, he has entrusted the maintenance of joint family affairs to his brother K.B.Govindappa and he was looking after the affairs of the joint family properties and the other defendants were supporting him. Further submitted that the 1st and 7th defendant have managed the affairs of joint family till the year 1994 and

the plaintiff was taking his income and residing at different places because of his teacher job, thereafter he has convened a panchayath by saying that defendant No.1 and 7 are not looking after the affairs of joint family and took his share as per zubani hissa and enjoying his share separately, after the retirement of plaintiff from his work, he came to P.Kodihalli village and living separately and enjoying his share of property as per zubani hissa, so the joint family status is severed and he has not remained as member of joint family and the other sons of Bhogappa are continuing in the joint family and they are enjoying the properties jointly. Further submitted that on 13.7.2008 the defendant No.1 to 10 divided their properties by zubani hissa by not including their self acquired properties. It is further submitted that though the plaintiff took his share and living separately as the defendant No.1, 6 and 7 have acquired some properties in their name, to grab the said properties the plaintiff has filed this false suit. It is further submitted that the husband of 2nd defendant and father of defendant No.3 to 5 namely Gangadharappa was doing broker business in the year

1977 and earned money and out of his earnings and also by borrowing loan from his friends and well wishers with whom he was doing business earned money and used the same for his business. It is further submitted that likewise the said Gangadharappa was supplying seed, manure etc., to defendant No1 and 7 for cultivating the land, thereafter he was purchasing the crop and selling the same and out of the profit earned from the said business he used to lend money to the villagers on interest and out of the profit he purchased the properties mentioned in item No.16 to 41, 48, 52 and B schedule which are the self acquired properties of said Gangadharappa hence the defendant No.2 to 5 only entitled for share in the said properties. Hence the plaintiff has no right in the said properties and also item No.52 since defendant No.2 to 5 have sold the said property to 11th defendant. It is further submitted that item No.7 property is the self acquired property of plaintiff, likewise Sy.No.193/8 measuring 0.10.08 gunta was the self acquired property of 8th defendant, hence the said property is not included in the plaint schedule. Further submitted that

Sy.No.50/P3 measuring 3 acres, situated at P.Kodihalli village, Kadur taluk, which is in the name of son and daughter-in-law of plaintiff, and khata No.17 measuring 8.40 x 15.30 meter Mangalore tiled house are in the name of plaintiff, Sy.No.16 measuring 9.50x15.0 meters country tiled house is also the joint family property which is in the name of 1st defendant are not included in the suit schedule. Further submitted that the plaintiff has suppressed the real facts and not come to the court with clean hands and given wrong information to the court and also wasted the time of court. Hence prays to dismiss the suit.

8. The 14th defendant in his written statement denied entire averments of plaint and submitted that the plaintiff has not come to the court with clean hands and he has suppressed the material facts. Further submitted that this defendant is the absolute owner in lawful possession and enjoyment of landed property bearing Sy.No.37, measuring 1 acre 33 guntas situated at Mavinahalli village, Yagati hobli, Kadur taluk. Further submitted that the written statement schedule property belonged to one K.B.Gangadharappa S/o late Bhogappa and it

was his self acquired property having purchased the same through the sale deed dated 3.5.1989 from one Nanjundaiah S/o late Shivaiah. It is further submitted that during the life time of K.B.Gangadharappa, he has approached this defendant as he was in need of financial assistance for his family benefit and necessity and sold the written statement schedule property in favour of this defendant, the defendant after verifying the documents purchased the written statement schedule property, the said Gangadharappa died in the year 2006 and his legal heirs i.e. defendant No.2 to 5 have promised this defendant to execute the sale deed, but due to financial problem this defendant could not pay the entire sale consideration to defendant No.2 to 5, thereafter in the year 2017 this defendant paid entire sale consideration amount and got executed the registered sale deed from defendant No.2 to 5 on 22.5.2017 and now the written statement schedule property stands in the name of this defendant and he has invested huge money and hard labour and improved the property. It is further submitted that this defendant learnt that on 11.5.1989 the plaintiff separated

from the family in the year 1995, and there was a zubani hissa in the family on 13.7.2008, hence the written statement schedule property is not the joint family property of plaintiff and defendants. Further submitted that this defendant was made as party blindly by the plaintiff only to harass him and the suit is against this defendant with respect to written statement schedule property is barred by law of limitation. Further submitted that if this court comes to the conclusion that there is no partition in the family of plaintiff and defendants and the plaintiff is entitled for the partition, then prays to allot item No.34 of plaint schedule property to this defendant as he has purchased the same through registered sale deed dated 22.5.2017. The written statement schedule property reads thus.-

“ Coconut garden property bearing Sy.No.37, measuring 1 acre 33 guntas, situated at Mavinahalli village, Yagati hobli, Kadur taluk, Asst.Rs.1-81, bounded on the east by: land of Eshwaraiah; west by: land of Shekaraiah; south by: oni and north by: land of Shekarappa.”

9. On the basis of the above pleadings, this court has framed the following issues for its consideration.-

1. Whether the plaintiff proves that the suit schedule properties are the ancestral and joint family properties of himself and defendant No.1 to 10?
2. Whether the defendant No.2 to 5, 7 and 11 prove that this suit is bad for partial partition?
3. Whether the plaintiff further proves that the sale deed bearing S.R.NO.409/2011-12 in respect of item No.52 of the property executed by the 2nd defendant in favour of the 11th defendant is not binding on him?
4. Whether the plaintiff further proves that he has got 1/6th share in the suit schedule properties?
5. Whether the plaintiff is entitled for mesne profits as prayed for?
6. Whether the plaintiff is entitled for the relief claimed in this suit?
7. What decree or order?

ADDL.ISSUES:

1. Whether the defendant No.2 to 5 prove that the properties mentioned in item No.16 to 41 and 48 to 52a nd 'B' schedule are their self acquired properties?
2. Whether the defendant No.14 proves that he is a bonafide purchaser of item No.34 of the plaint schedule property?

10. In order to prove their case, the plaintiff examined as P.W.1 and he got marked 62 documents as per Ex.P.1 to P.62, after remand he has got marked 4 documents at Ex.P.63 to 66. On behalf of the defendants, defendant No.3 and 1 are examined as D.W.1 and 2, 6 witnesses are examined as D.W.3 to 8 and Ex.D.1 to 57 documents are got marked, after remand Ex.D.58 to D.126 documents are got marked.

11. Heard the arguments of both the sides.

12. My findings on the above said issues are as follows:

- Issue No.1 : Partly in the affirmative;
- Issue No.2 : In the negative;
- Issue No.3 : In the negative;

Issue No.4 : Partly in the affirmative;
Issue No.5 : In the negative;
Issue No.6 : Partly in the affirmative;
Addl.Issue No.1: Partly in the affirmative;
Addl.Issue No.2: In the negative;
Issue No.7 : As per the final orders for the following reasons.

: R E A S O N S :

ISSUE NO.1 AND ADDL.ISSUE NO.1: Since these issues are inter linked with each other, they are taken together for common discussion in order avoid repetition of discussion.

13. It is the case of plaintiff that himself and defendant No.1, 6 to 10 and 2nd defendant's husband late K.B.Gangadharappa are the children of late Bhogappa, defendant No.3 to 5 are the children of 2nd defendant, this relationship has been admitted by defendant No.1 to 10. The plaintiff has produced G. tree under Ex.P.1 issued by concerned Village Accountant. The relationship mentioned in the G. tree also supports the plaint averments about the relationship of plaintiff and defendant No.1 to 10. Defendant No.11 and 14 are not the members of plaintiff's family. As there is no dispute

with regard to the relationship, this court has accepted the relationship of plaintiff and defendant No.1 to 10 as pleaded in the plaint.

14. It is also the case of plaintiff that out of the joint family income, K.B.Gangadharappa, the husband of defendant No.2 and father of defendant No.3 to 5 has purchased 50 acres of land in his name. Since the plaintiff was working as teacher, out of his salary income also some properties have been purchased in the names of members of joint family. So according to plaintiff, all the suit schedule properties are the joint family properties.

15. The plaintiff to prove his case has produced 45 RTCs which are marked under Ex.P.2 to P.46. As per these documents, the properties mentioned in item No.1 to 11 of the plaint schedule stands in the name of plaintiff, the properties in item No.12 to 15 stands in the name of K.B.Govindappa, the defendant No.1, as per the RTCs marked under Ex.P.16 to 41 and 46, the property in item No.16 to 41 and 47 are standing in

the name of K.B.Gangadharappa, the husband of defendant No.2 and father of defendant No.3 to 5.

16. Likewise, defendant No.4 and 5 are also having 1.6 acres of land each, as per Ex.P.42 to 46 RTCs the properties in item No.43 and 44 of the plaint schedule standing in the name of 6th defendant, the properties in item No.45 and 46 are also in the name of defendant No.7. 5 assessment extracts are marked under Ex.P.47 to 50 which discloses that the property in item No.48 to 50 stands in the name of K.B.Gangadharapa, the husband of defendant No.2, father of defendant No.3 to 5. As per Ex.P.51 assessment extract, the property in item No.52 stands in the name of defendant No.11. The copy of plaint, order sheet, compromise petition filed in O.S.No.30/2004 have been produced and marked under Ex.P.52. As per these documents, the defendant No.3 has filed suit against his father Gangadharappa and brothers i.e. defendant No.4 and 5 herein for the relief of partition only in respect of Sy.No.77 i.e. item No.47 of the plaint schedule. In terms of compromise, O.S.No.30/2004 ended in compromise, wherein the property

has been allotted to all the 4 persons of that suit. The compromise decree is also produced under Ex.P.55 but the plaintiff herein is not a party in O.S.No.30/2004. Hence the decree passed in favour of defendant No.2 does not bind the plaintiff herein.

17. Ex.P.56 is the C.C. of the registered sale deed dated 4.5.2011 wherein the 2nd defendant has sold the property in item No.52 of the plaint schedule in favour of defendant No.11. The validity of said sale deed will be considered while answering the issue No.3. Ex.P.57 is the RTC in respect of the property in item No.55 wherein defendant No.12 and 13 , who are the children of plaintiff are having 1 acre 20 guntas of land each. In this regard in the cross examination the plaintiff admits that against him, his two children were filed O.S.No.587/1995 for partition 4 ace 31 guntas of land, which was ended in compromise. Accordingly the defendants No.12 and 13 allotted with 1 acre 20 guntas eah and remaining land was retained by the plaintiff. This evidence goes to show that item No. 55 property also the joint family property of plaintiff and

defendant No.1 to10. Ex.P.58 to 60 are also the assessment extracts [form No.11] which discloses that one house is in the name of plaintiff and another two houses standing in the name of defendant No.1. Ex.P.62 is the B extract issued by the RTO shows that item No.1 of 'B' schedule i.e. tractor bearing Regn.No.K.A.18/2813 is in the name of defendant No.2. As per Ex.P.63, the 2nd defendant's husband Gangadharappa is having 12 guntas of land but in the said RTC survey number is not mentioned. As per Ex.P.64 RTC the property in item No.56 of the plaint schedule stands in the name of defendant No.8 who purchased the same through the sale deed as mentioned in the RTC itself. During the course of cross-examination of D.W.11, xerox copy of unregistered partition deed dated 29.5.1960 is marked under Ex.P.65, while marking this document, counsel for defendant No.2 to 5 raised objection stating that the said document is unstamped and xerox copy cannot be marked as exhibit. The objection raised by the defence side is correct and unregistered xerox copy of partition deed cannot be looked into for any purpose. The C.C.

of registered sale deed dated 15.5.2017 is marked under Ex.P.66, as per this document, the defendant No.3 to 5 have sold the property in item No.34 of the plaint schedule in favour of defendant No.14, which was originally purchased by 2nd defendant's husband. The validity of this document will be considered in detail while answering the additional issue No.2.

18. As could be seen from the RTCs produced by plaintiff, some properties are purchased by plaintiff and some other properties have been purchased in the name of defendant No.2. Likewise, some properties are also purchased in the name of husband of defendant No.2. Being the plaintiff's family members, defendant No.1, 6 to 10 do not dispute that the plaint schedule properties are the joint family properties of themselves and plaintiff.

19. In para:19 of the written statement filed by defendant No.3 which is also adopted by defendant No.2,4,5,7 and 11, it has been stated that the properties mentioned in item No.1 to 6 and 8 to 11 are their ancestral properties. The properties in item No.12 to 15 and 43 to 46 have been purchased out of the

income of joint family properties. The property in item No.7 of the plaint schedule is the self acquired property of defendant No.3. Looking to these pleadings, except item No.7 of the plaint schedule, the properties in item No.1 to 46 are the joint family properties of plaintiff and defendant No.1 to 10. Whereas defendant No.2 to 5, 7 and 11 contended that the properties in item No.7 of the plaint schedule is the self acquired property of defendant No.3. This aspect is to be looked into. The property in item No.7 of Sy.No.137/P2 is measuring 1 acre 3 guntas but as per Ex.P.8 RTC the plaintiff got mutated the said property through the partition. In this regard I intend to rely on section **133 of the Karnataka Land Revenue Act**, which reads thus.-

“ An entry in the Record of Rights and a certified

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entry in the Register of Mutations [or in the patta book] shall be presumed to be true until the contrary is proved or a new entry is lawfully substituted therefor.”

In view of the above said provision, it is to be believed that item No.7 of plaint schedule property is also the joint family property of plaintiff and defendant No.1 to 10. In addition to that, in the cross-examination of P.W.1 it is suggested on behalf of defendant that the properties in item No.1 to 7 are ancestral properties, the said suggestion is also admitted by plaintiff. Taking into consideration of the pleadings and evidence of defendants, there is no hurdle to consider that all the properties in item No.1 to 46 of the plaint are the joint family properties of plaintiff and defendant No.1 to 10.

20. In the written statement, the defendant No.2 to 5, 7 and 11 have taken up a contention that in the oral partition the plaintiff took his share and went away from the joint family but the remaining persons continued in the joint family. Subsequently, on 13.7.2008 the defendant No.1 to 10 got divided their joint family properties except their self acquired properties. Accordingly, all the sharers are enjoying their respective shares of the properties. In the additional written

statement filed by defendant No.8 he contended that properties in item No.52 and 56 are his self acquired properties.

21. To prove his contention the defendant No.3 got examined himself as D.W.1 and also produced 56 documents. Out of them, Ex.D.1 to 25 are the RTCs in respect of suit schedule properties but the same RTCs are also produced by plaintiff himself which are standing in the name of Late,Gangadharappa. ExD.26 is the mutation No.3/2001-02. As per this document, the plaintiff got changed the khata of Sy.No.137/P5 which was purchased by him vide registered sale deed dated 8.8.2001. Ex.D.27 is the RTC which discloses that the 2nd defendant's husband K.B.Gangadharappa has purchased Sy.No.116. Ex.D.28 to 30 are also the mutation whereby the defendant No.11 got changed the khata of Sy.No.75/1 which was purchased by her from 2nd defendant. As per the mutation, the 2nd defendant's husband has also got changed the khata of the property in Sy.No.76/P and Sy.No.51/1P2. Ex.D.31 to 47, 49, 50, 52 are also the mutation extracts for having changed the khata of the properties in the name of 2nd defendant's husband.

Ex.D.48 is the RTC in respect of the property in item No.55 which stands in the names of defendant No.12 and 13 to an extent of 1 acre 20 guntas each. As per Ex.D.51 RTC, the properties in item No.56 of the plaint schedule standing in the name of defendant No.8. Ex.D.53 and 54 are the assessment extracts in respect of the properties in item No.53 and 54 which are standing in the name of plaintiff and 1st defendant. Ex.D.55 is the copy of order passed by the taluk office, Kadur, as per this document it was ordered to change the khata of some properties in the name of 2nd defendant from the name of her husband. While changing the khata in the name of 2nd defendant, her children defendant No.3 to 5, the defendant No.1, 6, 7 and 8 have filed an affidavit saying no objection to change the khata of the property in the name of 2nd defendant.

22. Ex.D.57 is also the mutation, as per this document, the plaintiff got changed the khata of the properties in Sy.No.6/2P measuring 1 acre 10 guntas, Sy.No.19/28 measuring 1 acre 14 guntas Sy.No.50/P measuring 4 acres 31 guntas. The plaintiff's uncle Rudrappa has also got changed the khata of the

properties in Sy.No.19/2P measuring 1 are 14 guntas, Sy.No.49/8 measuring 2 acres 14 guntas, Sy.No.50/P measuring 2 acres 17 guntas. Likewise, Thimmappa, another uncle of plaintiff has also got changed the khata of the properties in Sy.No.19/2P measuring 1 acre 12 guntas, Sy.No.49/P measuring 4 acres 3 guntas. But the khata of all the properties is got changed in the names of joint family members. However there is no dispute between the plaintiff and his uncles. The revenue documents produced by defendant do not speak that Gangadharappa got changed the Khata of the properties as per the partition.

23. Ex.D.58 is the unregistered memorandum of partition deed dated 13.7.2008 wherein 2nd defendant, her husband Gangadharappa and defendant No.6 to 8 got partitioned their family properties. As recited in the said partition, the plaintiff has already took his share in the oral partition dated 11.5.1989 but there is no evidence to show that the said partition was acted upon. If really the plaintiff has taken his share, there was no necessity for defendant No.1, 3 to

10 to accept that the suit schedule properties are the joint family properties. Ex.D.59 is the floor mill licence issued in the name of 2nd defendant's husband Gangadharappa in respect of item No.2 of the 'B' schedule property. Ex.D.63 is the copy of plaint, order sheet and compromise petition filed in O.S.No.587/1995. As per these documents, defendant No.11 has filed suit against his father the plaintiff and mother for the relief of partition and separate possession of lands in Sy.No.50, 154 and house in Asst.No.50 i.e. item No.8, 51 and 55 of the present suit. The parties in O.S.No.587/1995 got compromised the suit and compromise decree is also produced under Ex.D.63. When it is also the case of defendant No.1, 3 to 10 that all the suit schedule properties are the joint family properties, the defendants ought to have explained as to why all the properties are not included in O.S.No.587/1995. When there are 56 properties, merely filing of suit for only 3 properties will not amounts to the waiving of rights over the remaining properties by the plaintiff or the partition effected by meets and bounds. More over the properties involved in O.S.No.587/1995 are also

involved in the present suit, as such it can't be said that plaintiff has all ready taken his share in the earlier suit. As per Ex.D.68 C.C. of registered sale deed dated 16.10.2009 defendant No.8 has purchased the properties in item No.51 of the plaint schedule from defendant No.2 and her children, defendant No.3 to 5.

24. As per Ex.D.69 copy of registered sale deed dated 8.8.1996, the plaintiff's mother Smt.Mallamma has purchased the property measuring 21x54 feet in Asst.No.999 of Chowlahiriyur village, Kadur taluk but this property is not included in the plaint schedule. In the regard the defendants have also not taken any defence. As per Ex.D.7 mutation extract, the defendant No.13 got changed the khata of the property in item No.55 of the plaint schedule. As per Ex.D.72 original registered sale deed dated 30.6.2003 the defendant No.5 has purchased the property in item No.39 of the plaint schedule from one Parvathamma and Mallappa. As per Ex.D.73 original registered sale deed dated 22.3.1996, the 2nd defendant's husband Gangadharappa has purchased the property

in khata and Asst.No.229 measuring 37x85 feet but this property is also not included in the plaint schedule.

25. As per Ex.D.74 original registered sale deed dated 25.7.1994, the 2nd defendant's husband K.B.Gangadharappa has purchased 1 acre of land in Sy.No.28 of Pura village in item No.25 of the plaint schedule. As per another registered sale deed dated 20.11.1995 marked under Ex.D.75, the 2nd defendant's husband has purchased a site bearing No.106 measuring 22x30 feet, this property is also not the subject matter of the suit. It is also not the case of the defendnats that site No. 106 also their joint family property. As per Ex.D.76 sale deed, the 2nd defendant's husband K.B.Gangadharappa has purchased the property in item No.36 of the plaint schedule. As per Ex.D.77 and 78 original registered sale deed also the 2nd defendant's husband K.B.Gangadharappa has purchased the property in item No.1 and 17. Before purchasing the property in item No.1, the 2nd defendant's husband also entered into the sale agreement marked under Ex.D.79. As per Ex.D.80 to 82 the original registered sale deeds, the husband of 2nd defendant

K.B.Gangadharappa has purchased 2 acres 23 guntas of land in Sy.No.45/P of Mavinahalli village, Kadur taluk and Re.Sy.No.41 measuring 1 acre 35 guntas including Sy.No.155 measuring 4 guntas but all these properties are also not the subject matter of the suit.

26. Ex.D.83 is also the original registered sale deed dated 3.8.1970, the 2nd defendant's husband has purchased the property in item No.47 of the plaint schedule. Ex.D.84 is also the copy of registered sale deed dated 15.12.2000 wherein the 2nd defendant's husband has also purchased item No.39 of the plaint schedule. If some properties standing in the name of Gangadharappa is not included in the suit that can't be taken in to consideration without any claime by any party to the suit.

27. Ex.D.85 is the C.C. of registered sale deed which discloses that the 2nd defendant's husband has purchased the properties in item No.18. Ex.D.86 is also the copy of registered sale deed which stands in the name of 2nd defendant's husband but in the same deed the specific property is not mentioned, it appears that the entire copy of sale deed is not produced by the

defendant. As per Ex.D.87 C.C. of registered sale deed dated 12.4.1991 one Mahesh S/o Basappa has purchased a site in Asst.No.3567 but the said person and the property stands in his name are not the subject matter of the suit. Ex.D.88 and 98, 101 to 106 are also the C.C. of registered sale deeds of various dates, as per these documents also the 2nd defendant's husband has purchased the properties in item No.19,20,22,23, 25 to 30, 33, 34, 40 to 42 and another property in Sy.No.30/1 is also purchased by 2nd defendant's husband but the said property is not the subject matter of the suit. Ex.D.99 is also the C.C. of the registered sale deed wherein defendant No.4 has purchased the properties in item No.38 of plaintiff schedule. As per Ex.D.100 C.C. of registered sale deed dated 30.6.2003 the defendant No.3 has also purchased the property in item No.37 and 38 of the plaintiff schedule property. As per the written statement of defendant No.3, which is also adopted by defendant No.2 to 5, 7 and 11, it is admitted that the properties in item No.1 to 6 and 8 to 11 are the joint family properties. The property in item No.12 to 15, 43 and 46 are purchased out

of the earnings of joint family properties. The same fact is also deposited in the evidence of D.W.1 who has deposed on behalf of defendant No.2 to 5 also. In their written statement, the defendant No.2 to 5 have not stated about when they separated from the joint family but in the cross-examination, D.W.1 has deposed that in the year 1994, the plaintiff separated from the joint family by taking his share but the same is not in writing. If at all the plaintiff has taken his share the Khata of the properties ought to have been changed in the name of plaintiff for the extent of only his share but the entire extent of all the properties in item No.1 to 11 stands in the name of plaintiff only without allotting any share to the remaining sharers. The defendants No.2 to 5 did not explain any thing as to why they have not taken any share in item No. 1 to 11 properties. In the documentary evidence, it is found that the 2nd defendant's husband has purchased the property in item No.28 to 30, 33 and 34 prior to 1994. The pleadings of defendant No.2 to 5 coupled with documentary evidence goes to show that the properties has been purchased prior to alleged oral partition in which the

plaintiff separated from the joint family. In his cross-examination D.W.1 admits that.- “ ನಮ್ಮ ಕುಟುಂಬದಿಂದ ವಾದಿಯವರು ಹೊರಹೋದ ಮೇಲೆ 1 ರಿಂದ 8 ನೇ ವಾದಿಗಳು ಒಟ್ಟು ಕುಟುಂಬದಲ್ಲಿದ್ದವು. 2008 ರ ವರೆಗೆ ನಾವು ಒಟ್ಟು ಕುಟುಂಬದಲ್ಲಿ ಇದ್ದೆವು ಎಂದರೆ ನಿಜ, ಒಟ್ಟು ಕುಟುಂಬದಲ್ಲಿದ್ದಾಗಲೇ ನಮ್ಮ ತಂದೆ ಯವರ ಹೆಸರಿನಲ್ಲಿರುವ 49 ಎಕರೆ ಹಾಗೂ ಇತರೆ ಆಸ್ತಿಗಳನ್ನು ಕೊಂಡುಕೊಳ್ಳಲಾಗಿತ್ತು ಎಂದರೆ ನಿಜ” . D.W.1 further admits that “ ನನ್ನ ಅಜ್ಜನವರ ಜೀವಿತ ಕಾಲದಲ್ಲಿ ಒಂದು ಮನೆ ಮಾತ್ರ ಇತ್ತು, ನನ್ನ ಅಜ್ಜ ತೀರಿ ಹೋದ ಮೇಲೆ ಈಗ ಒಟ್ಟು 6 ಮನೆಗಳಿವೆ. ಅದರಲ್ಲಿ ನಮ್ಮ ತಂದೆಯವರು 4 ಕಟ್ಟಿದ್ದರು ಉಳಿದ 2 ಮನೆಗಳು ಒಟ್ಟು ಕುಟುಂಬದ ಮನೆಗಳು.” In the plaint schedule there are 5 houses and two vacant sites, totally there are 57 immovable properties in the plaint schedule. If the written statement averments of D.W.2,5,7 and 11 and evidence of defendant No.2 to 5 is taken in to consideration, totally 32 properties are the joint family properties. D.W.1 is examined as D.W.2 but the said witness has fully supported the case of plaintiff. In the cross-examination of said witness nothing has been elicited to disprove the case of plaintiff.

28. On behalf of defendant No.2 to 5 totally 6 witnesses are examined a D.W.3 to 8, out of the said witnesses D.W.3 and 4 namely, Chandrappa and Hanumanthappa in their chief-examination have deposed in the line of evidence of defendant No.3. As per the examination-in-chief of D.W.5 namely Kariyappa, he is the owner of NMK traders and he used to lend money to Gangadharappa i.e. the husband of 2nd defendant who was purchasing the coconut and tender coconut from the growers and he was selling the same to the witness, out of the earnings from the said business, the 2nd defendant's husband Gangadharappa has purchased 50 acres of land. As per the examination-in-chief of D.W.6 and 7 namely P.M.Shankarappa and Vaseem, they used to lend money to Gangadharappa whenever he requires for his business i.e. for purchasing and selling of coconuts and out of his earnings from his brokership, Gangadharappa has purchased about 40 to 50 acres of land. D.W.8 A.R.Srinivasaiah is examined to prove Ex.D.56 notarised copy of affidavit stated to be sworn to by defendant No.1, 7 and 8 giving their consent to change the khata of some

properties in the name of their mother defendant No.2 but in the cross-examination the witness deposed that he is unable to say who has appeared before him at the time of notarising the document.

29. D.W.9 C.B.Narayanaswami has examined to prove Ex.D.58 an unregistered memorandum of agreement dated 13.7.2008. According to said witness he has written the memorandum of partition, his signatures are also marked under Ex.P.58(a). As recited in the memorandum of partition, defendant No.1,2,6,7 and 8 got partitioned the properties but in th said partition, the plaintiff and defendant No.3,4,9 and 10 are also parties to the partition. The signatures of the parties to the memorandum of partition are marked under Ex.D.58(b) to (z) through D.W.9. Whatever may be the oral evidence of D.W.3 to 8, by oral evidence it is not possible to prove that the suit schedule schedule properties are already divided by metes and bounds. Likewise, without documentary evidence it is also not possible to prove that the 2nd defendant has purchased 40 to 50 acres of land out of his own money earned through his business

and unless the partition was acted upon by virtue of Ex.D.58, it cannot be considered that after the plaintiff took his share, the defendant No.1 to 8 got partitioned their family properties through Ex.D.58 document. Some documents shows that defendant No.8 also purchased some properties.

30. Unless the defendant No.2 to 7 prove that the plaintiff has already taken his share, the contention of defendants that the suit schedule properties are already divided between themselves and plaintiff cannot be accepted. At this stage, I intend to refer section **6(5) of the Hindu succession [amended] Act 2005**, which reads thus.-

(5) Nothing contained in this section shall apply to a partition, which has been effected before the 20th day of December 2004.

Explanation.- For the purpose of this section “partition” means any partition made by execution of deed of partition duly registered under the Registration Act 1908 [16 of 1908] or partition effected by a decree of a court].

In view of the above provision, unless there exists the registered partition or court decree, the contention raised by defendant No.2 to 7 cannot be accepted under law. There is also no evidence to prove that alleged oral partition acted up on by plaintiff. The oral and documentary evidence of both the parties also reveals that defendant No.1 has purchased the property in item No.51 and 52 of plaint schedule property. However the said defendnat also admits that all properties are the joint family properties.

31. The defendant No.8 is examined as D.W.10. According to him, he has purchased the properties in item No.51 and 56 of the plaint schedule, out of his own earnings since he was working as a government teacher. In support of his case, the defendant No.10 has produced 16 documents which are marked under Ex.D.108 to 124. The original registered sale deed dated 24.1.2010 is marked under Ex.D.108, as per this document, defendant No.8 has purchased 10 ½ guntas out of total extent of 28 guntas in Sy.No.193/1 in item No.56 of the plaint schedule from one Rajamma and

Bheemachari. But these two persons are not made as parties to the suit. After purchasing the land, the defendant No.8 got changed the khata of the property as reflect in Ex.D.109 and 110 RTC and mutation extract. Ex.D.111 is the permission letter issued by the Head Master, Government High school, Kuppalu village, Kadur taluk, to purchase the property by defendant No.8. The defendant No.8 has obtained permission from his department only after purchasing the property but the validity of permission obtained by defendant No.8 is unnecessary to decide the case. Ex.D.112 document shows that defendant No.8 borrowed Rs.50,000/- from his PF which shall be payable at the rate of 1250/- p.m. Ex.D.113 is the pay slip of defendant No.8. As per Ex.D.114 after purchase of property, the defendant No.8 has sought for permission from his department where he was working. Ex.D.115 is also the original registered sale deed dated 16.10.2009 through which the defendant No.8 has purchased the property in item No.51 of the plaint schedule from defendant No.2 and her children, defendant No.3 to 5 for a sum of Rs.95,000/-. Ex.D.116 is a tax paid receipt, after

purchasing the property in item No.51, the defendant No.8 got changed the khata into his name as reflected in Ex.D.117 assessment extract of the year 2009-10.

32. Ex.D.118 is the statement of account of defendant No.8, Ex.D.119 is the certificate issued by Karnataka Gramin bank, Kadur branch stating that defendant No.8 has closed entire loan amount borrowed by him. Ex.D.120 to 123 are the documents for having submitted assets and liabilities statement by plaintiff to his department where he was working as teacher. In all these documents, the properties purchased by the defendant No.8 is mentioned. Ex.D.124 also disclose that defendant No.8 borrowed loan and he has cleared entire loan amount. Whatever documents produced by defendant No.8 goes to show that he has purchased the properties in item No.51 and 56 of the plaint schedule from his own earnings.

33. The defendant No.8 has adopted the written statement filed by defendant No.1 who has categorically admitted the entire plaint averments and also submits that he has no objection to decree the suit as prayed for. That means

defendant No.8 also admits that all the plaint schedule properties are the joint family properties of plaintiff and defendant No.1 to 10 but in contrary in the cross-examination, defendant No.8 has deposed that in the additional written statement filed by him, he has stated that except the property purchased by him, all other properties are the joint family properties of plaintiff remaining defendants.

34. Ex.D.72, 108 and 115 documents goes to show that defendant No.1 has purchased the properties in item No.40, 51 and 52 of plaint schedule. The defendant No.8 in his written statement and evidence has not claimed the property in item No.40 also his self acquired property but he has claimed only item No.51 and 56 as his self acquired properties. The RTCs marked under Ex.P.36 and 40 and assessment extract under Ex.P.50 goes to show that the property in item No.40 and 51 originally were in the name of 2nd defendant's husband late Gangadharappa. But there is no evidence to prove item No.56 also belongs to joint family of plaintiff. The defendant No.2 to 5 have sold the property in item No.56 in favour of defendant

No.8, there are sufficient evidence to show that defendant No.8 has purchased item No.56 property out of his income as he was working as school teacher, hence it is considered that the property in item No.56 is not the joint family property of plaintiff and defendant No.1 to 10. As far as item No.1 of B schedule property i.e. the tractor and trailer has been registered in the name of defendant No.2 who is a female. In this regard I intend to rely on **Section 14 of the Hindu Succession Act**, which reads thus.-

“Property of a female Hindu to be her absolute property.—

(1) Any property possessed by a female Hindu, whether acquired before or after the commencement of this Act, shall be held by her as full owner thereof and not as a limited owner. Explanation.—In this subsection, “property” includes both movable and immovable property acquired by a female Hindu by inheritance or devise, or at a partition, or in lieu of maintenance or arrears of maintenance, or by gift from any person, whether a relative or not, before, at

or after her marriage, or by her own skill or exertion, or by purchase or by prescription, or in any other manner whatsoever, and also any such property held by her as stridhana immediately before the commencement of this Act.

(2) Nothing contained in sub-section (1) shall apply to any property acquired by way of gift or under a will or any other instrument or under a decree or order of a civil court or under an award where the terms of the gift, will or other instrument or the decree, order or award prescribe a restricted estate in such property.”

In view of the said provision, it is to be considered that the property in item No.1 of the 'B' schedule is not the joint family property of plaintiff but it is the self acquired property of defendant No.2. The defendant No.2 to 5 failed to prove that the properties in item No.16 to 41 and 48 to 52 and item 2 of the plaint 'B' schedule are their self acquired properties.

35. As per Ex.P.56, the defendant No.11 has purchased the property in item No.52 from the defendant No.2 and khata

of the said property is also changed in the name of defendant No.11 but the plaintiff has not produced evidence to show the said property also is the joint family property. Hence the contention of plaintiff that the registered sale deed bearing Sl.No.409/2011-12 executed by defendant No.2 in favour of defendant No.11 in respect of item No.5 does not bind him cannot be accepted under law. With all these reasons, I answer **issue No.1 and additional issue No.1 partly in the affirmative and issue No.3 in the negative.**

ADDL.ISSUE NO.2:

36. It is the contention of defendant No.14 that he is the bonafide purchaser of item No.34 of the plaint schedule property. To prove his case, the defendant No.14 is examined as D.W.2 but no document is produced by him. However the plaintiff himself has produced C.C. of registered sale deed dated 15.5.2017 which is marked under Ex.P.66. As per this document, defendant No.14 has purchased 1 acre 33 guntas of land in Sy.No.37 i.e. item No.34 of plaint schedule property from defendant No.2 to 5. As already held the suit property in

item No.34 was also purchased by late Gangadharappa while he was in the joint family. But as per the recitals of sale deed it is seen that the property in item No.34 of the plaint schedule is not sold by defendant No.2 to 5 for the benefit of joint family consisting of plaintiff.

37. Whereas the defendant No.14 contended that he is a bonafide purchaser of item No.34 of the property. The said defendant ought to have prove conditions of the rights and liabilities of buyer and seller as provided U/s 55 of the Transfer of Property Act. But defendant No.14 has not at all pleaded about the matter prescribed under the said provision. The defendant No.14 has also not produced any evidence to show that before purchasing the property he has taken all precautionary measures to safeguard his interest on the property purchased by him. So the contention of defendant No.14 is not acceptable under law. **Accordingly, I answer this issue in the negative.**

ISSUE NO.2:

38. In the written statement defendant No.2 to 5, 7 and 11 have taken up a defence that the plaintiff has already taken share in the joint family property. that item No.7 property is the self acquired property of plaintiff, likewise Sy.No.193/8 measuring 0.10.08 gunta was the self acquired property of 8th defendant, hence the said property is not included in the plaint schedule. Further submitted that Sy.No.50/P3 measuring 3 acres, situated at P.Kodihalli village, Kadur taluk, which is in the name of son and daughter-in-law of plaintiff, and khata No.17 measuring 8.40 x 15.30 meter Mangalore tiled house are in the name of plaintiff, site No.16 measuring 9.50x15.0 meters country tiled house is also the joint family property which is in the name of 1st defendant are not included in the suit schedule. After taking this contention the plaintiff has included the property stated above in item No.52,53,54 and 56 of the plaint schedule, the plaintiff's son and daughter are also impleaded as defendant No.12 and 13, hence issue No.2 does not survive for

consideration. **Accordingly, I answer this issue in the negative.**

ISSUE NO.4 TO 6:

39. In view of my findings on issue No.1 and 2 and Addl.issue No.1 and 2, the plaintiff is entitled for partition and separate possession of his properties in item No.1 to 51, 53 to 55 and item No.2 of the plaint 'B' schedule property. As the defendants No.2 to 5 have soled the properties in item No. 34,51,52 and 55, they can't claim any share over those properties. Though the plaintiff has contended that defendant No.2 to 6 have been enjoying the suit schedule property and not allowing the plaintiff and other members of family but it is not the case of plaintiff that he was ousted from the suit schedule property, there is also no evidence to prove that defendant No.2 to 6 themselves are taking the benefits of all the suit schedule properties, hence the plaintiff claims for mesne profits in the suit property cannot be granted.

40. The plaintiff, defendant No.1, 6 to 10 and 2nd defendant's husband late Gangadharappa are the children of late Bhogappa. Defendant No.3 to 5 are the children of 2nd defendant, that means there are 8 class-I legal heirs to plaintiff's propositus Bhogappa. The defendant No.11 and 14 are not the family members of plaintiff, defendant No.12 and 13 are the children of plaintiff. Though defendant No.9 and 10 are the sisters of plaintiff, they have given up their rights over the suit schedule property in favour of their brothers, hence the plaintiff, defendant No.1, 6 to 8 and late Gangadharappa are equally entitled for 1/6th share in item No.1 to 51, 53 to 55 and item No.2 of the plaint 'B' schedule property. Since Gangadharappa died, his share in the property goes to his wife and children i.e. defendant No.2 to 5. As the defendants No. 2 to 5 have sold item No.34 and 51 they are not entitled for any share in these two properties. **Accordingly, I answer issue No.4 and 6 partly in the affirmative and issue No.5 in the negative.**

ISSUE NO.7:

41. In view of my findings on above issues, I proceed to pass the following.-

ORDER

The suit of plaintiff is hereby partly decreed.

The plaintiff, defendant No.1, 6 to 8 are equally entitled for 1/6th share in item No.1 to 51, 53 to 55 and in item No.2 of the plaint 'B' schedule property.

The defendant No.2 to 5 are jointly entitled for 1/8th share only in item No.1 to 33, 35 to 50 and 53 to 55 and in item No.2 of the plaint 'B' schedule property

Parties shall bear their own cost.

Draw preliminary decree accordingly.

[Dictated to the Stenographer, transcribed by her, the transcript corrected by me and then pronounced in open court, on this the 2nd day of December, 2019]

[M.Raju]
Senior Civil Judge, Kadur.

: ANNEXURE:**List of witnesses examined for plaintiff:**

P.W.1: Nageshappa

List of witnesses examined for defendants:

D.W.1: Thippeshappa

D.W.2: Govindappa

D.W.3: Chandrappa

D.W.4: Hanumanthappa

D.W.5: M.M.Kariyappa

D.W.6: P.M.Shankarappa

D.W.7: Vaseem

P.W.8: A.R.Srinivasaiah

List of Exs. marked for plaintiff:

Ex.P.1: G. tree

Ex.P.2 to 46: RTCs

Ex.P.47 to 50: Assessment extracts

Ex.P.51: Site khata copy

Ex.P.52: Plaint copy in O.S.No.30/2004

Ex.P.53: C.C. of order sheet in O.S.No.30/2004

Ex.P.54: Memo

Ex.P.55: C.C. of decree in O.S.No.30/2004

Ex.P.56:	C.C. of sale deed
Ex.P.57:	Copy of pahani
Ex.P.58 to 61:	Form No.11-A and 9
Ex.P.63:	Copy of pahani
Ex.P.64:	Copy of pahani
Ex.P.65:	Partition deed
Ex.P.66:	Sale deed

List of Exs. marked for defendants:

Ex.D.1 to 25:	RTCs
Ex.D.26 to 46:	21 M.R. extracts
Ex.D.47:	Mutation register extracts
Ex.D.48:	RTCs
Ex.D.49 & 50:	M.Rs.
Ex.D.51:	RTC of 8 th defendant
Ex.D.52:	M.R. of 8 th defendant
Ex.D.53 & 54:	Two assessment extracts
Ex.D.55:	Order sheet in RRT
Ex.D.56:	Affidavit in RRT case
Ex.D.57:	Mutation register extract
Ex.D.58:	Partition list
Ex.D.59:	Licence

- Ex.D.60 to 63: C.C. of order sheet, paint, compromise petition and decree in O.S.No.587/95
- Ex.D.64 to 67: Ration card
- Ex.D.68: Sale deed dated 9.10.2016
- Ex.D.69: Sale deed dated 8.8.1996
- Ex.D.70: Mutation extract
- Ex.D.71: Order of Tahsildar
- Ex.D.79: Agreement
- Ex.D.72 to 78,
80 to 108: Sale deeds dated 30.6.2003, 22.3.1996, 25.7.1994, 20.11.1995, 7.1.1988, 12.4.1991, 1.6.1995, 23.2.1993, 20.3.1997, 31.10.1992, 3.8.1970, 15.12.2000, 26.2.2000, 10.7.1989, 12.4.1991, 19.8.1994, 9.5.1977, 26.2.2000, 4.1.1997, 8.8.1997, 21.12.1995, 15.9.2004, 23.5.1986, 30.3.1996, 9.10.2002, 30.6.2003, 15.12.200, 3.5.1989, 31.5.1990, 30.3.1981, 6.8.1992, 1.5.1994, 21.8.1993.
- Ex.D.109: Sale deed
- Ex.D.110: Mutation extract
- Ex.D.111: Department permission letter
- Ex.D.112: Payment of PF advance
- Ex.D.113: Salary certificate
- Ex.D.114: Permission letter
- Ex.D.115: Sale deed
- Ex.D.116: Receipt

- Ex.D.117: Asst. extract
- Ex.D.118: Bank loan extract
- ExD.119: Loan payment letter
- Ex.D.120 to 123: Description of immovable property
- Ex.D.124: Document pertaining to loan obtained by
pledging gold ornaments
- Ex.D.125 & 126: Ration cards

Senior Civil Judge, Kadur.