

**IN THE COURT OF THE SENIOR CIVIL JUDGE  
AND J.M.F.C., TARIKERE**

**PRESENT : SRI VAIDYA SHREEKANT, B.Sc, LL.B.  
Senior Civil Judge & J.M.F.C.,  
Tarikere.**

(Name of the Presiding Judge)

**DATED : THE 7<sup>th</sup> DAY OF MARCH 2026**

**OS No.12/2026**

**ORDER ON JURISDICTION OF THE COURT**

The plaintiff filed this suit seeking the relief of specific performance of contract based on the agreement dated 22.06.1977. In alternate, he sought the relief of declaration that by virtue of agreement referred above, he is enjoying the property and in continuous possession and enjoyment of the same and thereby perfected his title by way of adverse possession.

2. The office raised some objection regarding jurisdiction of this court. Hence, this court heard the counsel for the plaintiff on jurisdiction. At this stage, I would feel it necessary to reiterate prayer column as appearing in the plaint.

*“a. Direct the defendants to execute the sale deed of the suit schedule property in pursuance of the sale agreement dated 22.06.1977 in favour of the plaintiff*

*No.1 and if defendants fails to execute the registered sale deed of the suit schedule property in favour of the 1<sup>st</sup> plaintiff, the court can appoint the court commissioner for registration of the suit schedule property in favour of the 1<sup>st</sup> plaintiff.*

*b. Alternatively, declare the plaintiff No.1 is the absolute owner of the suit schedule property by virtue of the continuous enjoyment and possession by virtue of the sale agreement dated 22.06.1977 by perfecting the title”.*

*c. The declare that the plaintiff No.3 and 4 have declared their rights on the suit schedule property in favour of the plaintiff No.1*

*d. For court cost and other incidental charges as this Hon’ble Court pleased to grant under the circumstances of the case”.*

3. The above prayer column would clearly show that the plaintiff herein sought relief of specific performance of contract and in alternate the relief of declaration of title based on adverse possession. Admittedly, the consideration shown in the agreement is Rs.50,000/- and part consideration paid is shown as Rs.45,000/-. Accordingly, the suit is valued for Rs.45,000/- for the relief of specific performance of contract.

4. As far as alternate relief of declaration of title is concerned, the suit is valued for Rs.1,000/- and court fee of Rs.25/- is paid. As far as the third relief is concerned, the suit is valued again for Rs.1000/- and fixed court fee of Rs.25/- is paid. In para No.4 of the valuation slip, the entire suit is valued for pecuniary jurisdiction and for payment of court fee for Rs.5,10,000/-. So, it is crystal clear that there are totally four valuations in the suit. For the relief of specific performance suit is valued for Rs.45,000/-, for the relief of declaration suit is valued for Rs.1,000/-. However, the suit is valued for Rs.5,10,000/- for the purpose of pecuniary jurisdiction.

5. The entire valuation slip is reiterated thus for better understanding;

“1. The suit is filed for specific performance of contract against the defendants with respect to suit schedule property basing upon sale agreement dated 22-06-1977. The sale agreement amount is Rs.45,000/-. Hence, on the said amount, the court fee of Rs.2,475/- is paid on the plaint under section 40 of the Karnataka Court Fee and suit valuation act.

2. Alternatively the plaintiff has also sought declaration that the plaintiffs has perfected title suit schedule property. The suit schedule property is agricultural land bearing Sy.No.57/1 measuring 3

acres 25 guntas situated at Mudugodu village, Lakkavalli Hobli, Tarikere Taluk. The revenue assessment is Rs.22.65 paise x 25 times valued under section 24(d) R/w Sec.7(b) of the Karnataka Court Fee & suit valuation act 1956. The revenue assessment is taken into consideration, the value under the revenue assessment is of Rs.556.25 paise. Hence, the valuation is made for Rs.1,000/-. Hence, the court fee of Rs.25/- of said relief.

3. The plaintiff No.3 and 4 have also sought that their rights on the suit schedule property has to go in favour of plaintiff No.1. Hence, the said relief also valued under section 24(d) R/w Sec.7(b) of the Karnataka Court Fee and suit valuation act. The revenue assessment Rs.566.25 paise. The valuation made for said relief is of Rs.1,000/- and hence court fee of Rs.25/- plaint.

4. For the purpose of court fee and jurisdiction the value of the suit schedule property for 2<sup>nd</sup> and 3<sup>rd</sup> relief is of Rs.5,10,000/-, however, the court fee calculation is made on the basis of the revenue assessment and hence, the court fee is valued for the 2<sup>nd</sup> and 3<sup>rd</sup> relief in 2 and 3 of the above para.

The total amount of Rs.2,525/- is paid on the plaint is correct”.

6. The counsel for plaintiff has relief on the Judgment reported in **2010 (5) KCCR 3456 (P.Govindaiah Vs.B.Shiva Shankariah and Another)** and **2000 (1) KCCR 108 (Smt. Dhondubai Vs. Fakirappa Hanamantapa Medar (deceased) by LRs and Another)**. The first Judgment is in respect of suit for declaration and consequential relief of injunction and the second Judgment is in respect of suit filed seeking relief of declaration only. But in the case on hand, the plaintiff not only sought the relief of declaration but also the relief of specific performance of contract. Hence, with due respect, I am of the opinion that the said Judgments are not helpful to the plaintiff herein.

7. It is well settled law that there cannot be no two valuations for the main relief and for the alternate relief. The valuations for both main relief and alternate relief should be one and same. Admittedly, the main relief sought in this suit is for specific performance of contract as discussed supra. Hence, the consideration mentioned in the agreement would be the valuation of the suit for both payment of court fee and for purpose of pecuniary jurisdiction. As discussed above, the consideration shown in the agreement is Rs.50,000/- and it shall be the valuation for both the relief of specific performance

and also for the alternate relief of declaration of title. Hence, I am of the opinion that the suit is not valued in accordance with Sec.40 of Karnataka Court Fees and Suit Valuation Act and this court has no pecuniary jurisdiction to entertain the suit. It is the Civil Court which are jurisdiction to try and entertain the present suit. Accordingly, I proceed to pass the following;

**ORDER**

The plaint is returned to the plaintiff with direction to present before the Civil Judge and JMFC, Tarikere within 30 days from the date of this order.

Sd/-  
**SENIOR CIVIL JUDGE & JMFC.,**  
**TARIKERE.**