

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

**PRESENT: Sri. Rahul Shettigar, B.Com (Hons.), LL.B
Prl. Civil Judge & J.M.F.C, Tarikere**

DATED THIS THE 17th DAY OF JUNE, 2026

ORIGINAL SUIT No. 235/2022

BETWEEN:

Sri. Laxmana,
S/o Sri. Rangegowda,
Aged 66 years,
Agriculturist,
R/o. Baragenahalli village,
Lakkavalli Hobli,
Tarikere Taluk.

PLAINTIFF

(By Sri. T.R. Srinivas, Advocate)

-AND-

1. Sri. Ramu,
S/o. Sri. Venkatappa,
Aged 66 years,

DEFENDANTS

2. Sri. Mahesha,
S/o. Sri. Ramu,
Aged 36 years,

Both are agriculturist,
R/o. Baragenahalli village,
Lakkavalli Hobli,
Tarikere Taluk.

(By – Sri. Aseem Ahamed, Advocate)



PARTICULARS OF THE SUIT

1.	Date of Institution	:	09.06.2022		
2.	Nature of the suit	:	Suit seeking permanent prohibitory injunction		
3.	Date of commencement of evidence	:	09.01.2023		
4.	Date of pronouncement of judgment	:	17.06.2026		
5.	Total duration	:	<u>Year/s</u>	<u>Month/s</u>	<u>Day/s</u>
			04	00	08

sd/-

(Rahul Shettigar)
Pri. Civil Judge & J.M.F.C,
Tarikere.

JUDGMENT

1. Plaintiff has instituted the suit seeking the relief of permanent prohibitory injunction restraining Defendants, their labours, supporter, henchmen, agents etc., from unlawful trespassing into the suit schedule property thereby causing interference with the Plaintiff's peaceful possession and enjoyment of the same and such other ancillary reliefs.

2. The case of the Plaintiff as discernable from plaint averments, is as under –

In the plaint, it is contended that the Plaintiff is the absolute owner and in possession of the agricultural land bearing Sy.



No. 54/3, measuring 1 acre 2 guntas, which is the suit schedule property. The suit schedule property originally belonged to one Manjegowda, S/o Marigowda, who had purchased the same under a registered sale deed of the year 1975, and the khata of the said property earlier stood in the name of the said Manjegowda. Subsequently, the Plaintiff purchased the said property from the said Manjegowda under a registered sale deed dated 1976, and from the date of the sale deed, the Plaintiff has been in possession and enjoyment of the suit schedule property as its absolute owner, after mutating the khata to his name. The boundaries mentioned in the sale deed are: East: Remaining property of the vendor; West: Property of Puttalaxmamma; North: Property of Thimmamma; and South: Property of Junjappa. After the purchase of the suit schedule property, the Plaintiff's vendor, the said Manjegowda, sold the remaining property in the said survey number in favour of Defendant No. 1. Further, the adjacent property holder, namely Puttalakshamma, sold the property situated on the western side in favour of Vijayakumar; Thimmamma sold the property situated on the



northern side in favour of Vijayakumar; and Junjappa sold the property situated on the southern side in favour of Defendant No. 1. After durasth of the suit schedule property, 2 guntas of kharab land was added to the suit schedule property, and the survey number of the suit schedule property was re-numbered as Sy. No. 54/3 as per MR No. T8/2018-19. From the date of durasth of the suit schedule property, the Plaintiff has been in possession and enjoyment of the suit schedule property, including the said 2 guntas of kharab land. The Defendants, having properties on the eastern and southern sides of the suit schedule property, and without having any right, title, or interest therein, have been attempting to encroach upon the suit schedule property from its southern side. Though the matter was taken up before the police, the police failed to take any action. Hence, the present suit.

- 3.** Subsequent to the filing of the suit, summons were issued to the Defendants. Defendant Nos. 1 and 2 appeared before the Court through their counsel. Defendant No. 2 filed his written statement, and Defendant No. 1 filed a memo adopting the written statement filed by Defendant No. 2.



- 4.** In the written statement filed by the Defendants, apart from denying the allegations made in the plaint, it is contended that the Plaintiff has filed the present suit against the Defendants by concocting false stories, and that he is not entitled to the relief of permanent injunction, since he is seeking permanent injunction in respect of a larger extent of land than what he actually owns and possesses. In such circumstances, the claim of the Plaintiff for the relief of permanent injunction does not arise, and the suit itself is not maintainable. It is further contended that no additional extent of 2 guntas has been added to the Plaintiff's property, as wrongly contended by the Plaintiff. The boundaries described in the suit schedule are also stated to be false. The Plaintiff has suppressed material facts before this Court while instituting the suit. Under these circumstances, the suit filed by the Plaintiff is not maintainable. Hence, the Defendants pray for dismissal of the suit.
- 5.** On basis of the rival pleadings of the both parties, the following issues have been framed -



Issue No.1 : Whether the Plaintiff proves that he is in possession and enjoyment of the suit schedule property as on the date of suit?

Issue No.2 : Whether the Plaintiff proves the alleged interference by the Defendants?

Issue No.3 : Whether Plaintiff is entitled for the reliefs as sought for?

Issue No.4 : What Decree or Order?

6. In order to prove the case, the Plaintiff has been examined as PW-1. On the side of the Plaintiff, 12 documents in whole being Ex.P-1 to Ex.P-12 came to be marked. On the other hand, on the side of the Defendants, the Defendant No.2 has been examined as DW-1 but no document has been marked on their behalf.
7. Heard the Learned Counsels on both sides and considered the material made available to me.
8. Having heard both sides and on anxious consideration of the materials placed on record, my findings on the aforesaid issues are as hereunder -

Issue No.1 : In the Negative

Issue No.2 : In the Negative

Issue No.3 : In the Negative

Issue No.4 : As per the final order, for the following -



REASONS

- 9. Issue No.1 and 2:** Plaintiff is before the Court seeking the relief of permanent prohibitory injunction restraining Defendants, their labours, supporter, henchmen, agents etc., from unlawful trespassing into the suit schedule property thereby causing interference with the Plaintiff's peaceful possession and enjoyment of the same and such other ancillary reliefs.
- 10.** Plaintiff being the initiator of the legal proceedings by way of this suit and possessing the role of *dominus litus* to his suit, assumes the burden to prove it in accordance with the stipulations outlined in Sections 101 to 103 of the Evidence Act. Moreover, the legal maxim in "*Actori Incumbit Onus Probandi*" further reinforces his obligation to discharge this burden.
- 11.** This being a suit seeking bare injunction, Plaintiff shall prove two things, one being his possession over the suit schedule property and the other, the interference for his possession and enjoyment of the same by Defendants.



- 12.** In order to prove his case, Plaintiff has stepped into the witness box and has been examined as PW-1. PW-1 in the affidavit which has been filed in lieu of his oral examination-in-chief has nothing but reiterated the averments of the plaintiff. Since plaintiff averments have already been extracted in detail above, let me switch over to the documents produced on the side of the Plaintiff.
- 13.** The documents produced in support of the case of the Plaintiffs are Ex.P-1 which is the sale deed dated 19.02.1976; Ex.P-2 is the copy of M.R. extract; Ex.P-3 to 8 are the RTC extracts; Ex.P-9 is the acknowledgment and Ex.P-10 to 12 Photographs.
- 14.** In rebuttal, the Defendant No.2 who got examined as DW-1 has nothing but reiterated the averments of the written statement in the affidavit which he has filed in lieu of his examination-in-chief. However, no documents have been marked on behalf of the Defendants, and the cross-examination of DW-1 was also closed as "not tendered" due to his default.



- 15.** In order to establish his possession over the suit schedule property, the Plaintiff mainly relies upon the revenue documents, including the RTCs and the MR Extract. The said documents clearly indicate that the property, measuring 1 acre 2 guntas in Sy. No. 54/3 of Baragenahalli Village, stands in his name. The said documents carry a statutory presumption as to the correctness of the entries made therein, though such presumption is rebuttable in nature.
- 16.** To rebut the contentions of the Plaintiff, the Defendants, who are admittedly the adjoining landowners of the suit schedule property on its eastern and southern sides, have taken the sole defence that the Plaintiff, having purchased only 1 acre of land under a registered sale deed, cannot maintain the present suit in respect of 1 acre 2 guntas of land. According to them, since the Plaintiff claims possession over an additional extent of 2 guntas, he is not entitled to maintain the present suit.
- 17.** In the backdrop of such rival contentions, if the records of the case are carefully considered, Ex.P-1, which is the registered sale deed under which the Plaintiff acquired title to the suit



schedule property, clearly reveals that the land sold thereunder measures only 1 acre. The Plaintiff has admitted this aspect both in his pleadings and during his cross-examination. The explanation offered by him for the entry relating to the additional 2 guntas of land standing in his name is that an error was committed by the revenue authorities during the durasth proceedings, wherein he was allotted an additional extent of 2 guntas of kharab land.

- 18.** However, surprisingly, contrary to the claim made by the Plaintiff, both the RTCs and the MR Extract do not disclose the existence of any kharab land or indicate that such land was wrongly added in the Plaintiff's name by the revenue authorities. On the contrary, the RTCs and MR Extract show the entire extent of 1 acre 2 guntas in the name of the Plaintiff, without any distinction or reference to kharab land. Hence, the contention of the Plaintiff that the additional 2 guntas represent kharab land added to his holding does not hold water.



- 19.** On the other hand, the conduct of the Plaintiff appears to indicate a clear case of mala fides and possibly an attempt to secure more than what he is lawfully entitled to. It appears that, under the guise of the present suit for bare injunction, the Plaintiff may be attempting to regularize the wrongful inclusion of an additional extent of 2 guntas in his name by the revenue authorities. This aspect clearly reflects lack of bona fides on the part of the Plaintiff and shows that he has not approached the Court with clean hands.
- 20.** The Plaintiff, in order to succeed in the present suit, ought to have restricted his claim to the extent of 1 acre of land while candidly stating that the additional 2 guntas had been wrongly entered in his name by the revenue authorities. However, despite being aware that he neither owns nor possesses the additional extent, the Plaintiff has chosen to file the suit in respect of the entire extent of 1 acre 2 guntas. Since the present suit is one for permanent injunction, which is an equitable relief, this Court cannot grant such relief in favour of the Plaintiff under these circumstances.



- 21.** In view of the above discussion, it cannot be held that the Plaintiff has proved his lawful possession over the suit schedule property or established the alleged interference by the Defendants. The Plaintiff having miserably failed to prove these two crucial aspects, he cannot succeed in a suit of this nature. With these observations, Issue No.1 and 2 are answered in the ***Negative.***
- 22. Issue No.3:** I have already answered Issue No.1 & 2 against the Plaintiff and hence, there would be no question of granting any relief to the Plaintiff. It is a settled position of law that the relief of perpetual injunction is one which is equitable and discretionary. It has already been observed above that the suit of the Plaintiff is not one which is filed with a bonafide intention to mature into a decree. Hence, with these observations, Issue No.3 is answered in the ***Negative.***
- 23. Issue No.4:** For the reasons discussed above, I proceed to pass the following -

ORDER

- i. *The suit of the Plaintiff is hereby dismissed with costs.*



ii. *Draw decree accordingly.*

(Dictated to Stenographer, after transcription, print out corrected and then pronounced by me in Open Court on this the 17th day of JUNE, 2026).

(Rahul Shettigar)
Pri. Civil Judge & J.M.F.C,
Tarikere.

SUIT SCHEDULE PREMISES
(As described in the plaint)

Agricultural land bearing Sy.No.54/3, measuring 1-02 guntas, situated at Baragenahalli village, Lakkavalli Hobli, Tarikere Taluk, bounded on:-

East : Land of Ramu S/o. Sri. Venkatappa
(Defendant No.1)
West : Road and land of Vijayakumar
North : Land of Vijayakumar
South : Land of Ramu S/o. Venkatappa
(Defendant No.1)

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(Rahul Shettigar)
Pri. Civil Judge & J.M.F.C,
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ANNEXURE

1. List of witnesses examined on behalf of the Plaintiff

PW:1 : Sri. Laxmana



2. List of documents marked on behalf of the Plaintiff

Ex.P:1 : Sale deed dated 19.02.1976
Ex.P:2 : M.R. extract
Ex.P:3 to 8 : RTC extracts
Ex.P:9 : Acknowledgment
Ex.P:10 to 12 : Copy of photographs

3. List of witnesses examined on behalf of the Defendant

DW:1 : Sri. Mahesha

4. List of documents marked on behalf of the Defendants

-Nil-

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(Rahul Shettigar)
Pri. Civil Judge & J.M.F.C,
Tarikere.