

KACN030015452020



**IN THE COURT OF PRL. CIVIL JUDGE, & JMFC., AT
CHAMARAJANAGARA**

Dated this the day of 17th July 2026

: PRESENT:

SMT. SMITA NAGALAPUR., B.A.LL.B.,
PRL. CIVIL JUDGE & JMFC.,
CHAMARAJANAGARA

OS.No.296/2020

PLAINTIFF/s : Madashetty,
S/o Late Puttashetty,
Aged about 60 years,
R/at, Doddamole Village,
Kasaba Hobli,
Chamarajanagar Taluk.
(By Sri. A.S.S.R., Advocate)

V/s

DEFENDANT/s : Basavashetty @ Nagabasavanna,
S/o Late Kagenanjashetty,
Aged about 50 years,
R/at Doddamole Village,
Kasaba Hobli,
Chamarajanagar Taluk.
(By Sri.K.S.G.S., Advocate)

Date of institution of the suit	30.09.2020
Nature of the suit	RECOVERY OF POSSESSION & DAMAGES

Date of commencement of recording of evidence	12.10.2022		
Date on which the Judgment was pronounced	17.07.2026		
TOTAL	YEAR	MONTH	DAYS
	05	09	17

**PRL. CIVIL JUDGE & JMFC.,
CHAMARAJANAGARA**

J U D G M E N T

This suit filed by the plaintiff against the defendant for the relief of possession by directing the defendant to vacate and handover the schedule premises to the plaintiff.

SCHEDULE

A house out of three Mangalore tiled houses constructed in 30X40 feet site, situated in land bearing Sy.No.15/1, measuring 0.05 guntas at Doddamole Village, Kasaba Hobli, Chamarajanagar Taluk, bounded by

East : Road
West : House of Muddamma
North : Remaining Mangalore tiled house of plaintiff

South : House of Kullananja
Madashetty

2. Brief facts of the case of the plaintiff:

The land bearing Sy.No.15/1 measuring 05 guntas situated at Doddamole village is originally belongs to father of plaintiff by name Puttashetty. The said Puttashetty constructed three Mangalore tiled house in the said property and handed over possession to the defendant. About two years back parents of plaintiff died living eight children behind them. The plaintiff is a elder member in his family and as such filed this suit by representing all the members of the family. The defendant is residing in the premises on the basis of monthly rent of Rs.500/- and no such advance amount received by the plaintiff. The plaintiff and his brothers are residing together and they intend to reside separately. Therefore, the plaintiff requested the defendant to vacate suit schedule premises, which is required for their own use. The defendant dragged the matter by giving one or other

reason and he is irregular in paying rent. Therefore plaintiff issued notice to the defendant on 09.01.2020 by directing them to handover vacate possession and termination of lease should be on 30.01.2020. The said notice returned to the plaintiff with endorsement as defendants refused. Later the defendants replied to the notice with false contention. Hence plaintiff filed suit for recovery of possession and damages.

3. After service of suit summons, the defendant appear through his counsel and filed his written statement by denying facts and allegations in the plaint. Further he contended that, the mother of defendant by name Rudramma purchased landed property bearing Sy.No.16 measuring East to West 25 yards and North to South 20 yards at Doddamole Village, Chamarajanagar from one Nanjashetty S/o Sannamadashetty for valuable consideration. Since purchase of property she was in possession and enjoyment of the same as an absolute

owner. After that, Rudramma constructed the two houses in the said property and she divided said 2 houses to her sons by name Late Subbashetty and the defendant in the year 2002. After the said division the defendant is changed the katha fell to his share and he is in peaceful possession and enjoyment of the same till now as an absolute owner. Recently the defendant is constructed the toilet room with the assistance of Grama Panchayath funds and also the defendant obtained electricity connection in his name. The plaintiff has no such manner of right, title and interest in the property, this suit has been filed by the plaintiff with an intention to harass the defendant for wrongful gain. The plaintiff has not produced such documents to establish jural relationship of owner and tenant between the plaintiff and defendants. Hence suit for ejectment filed by the plaintiff is not maintainable and liable to dismissed.

4. On the basis of above pleadings and material on record the following issues are framed;

- 1) Whether the plaintiff proves that the suit schedule property belongs to his father and he constructed Mangalore tiled house as contended in the plaint?
- 2) Whether the plaintiff proves landlord and tenant relationship between his father and defendant through oral agreement?
- 3) Whether the plaintiff entitled for vacate possession of suit schedule premises from the defendant?
- 4) Whether the plaintiff entitled for damages as claimed in the plaint?
- 5) What decree or order?

5. In order to prove his case, the plaintiff and the GPA Holder of plaintiff have got examined as PW.1 and 2. The GPA Holder of Plaintiff got marked document at Ex.P.1 to 10. On other side the defendant examined as DW1 and got marked Ex.D1 to 13 documents.

6. Heard both side and perused the material placed on record.

7. My answers to the above issues are as under:

Issue No.1 : In the **NEGATIVE**
Issue No.2 : In the **NEGATIVE**
Issue No.3 : In the **NEGATIVE**
Issue No.4 : In the **NEGATIVE**
Issue No.5 : As per final order for the
following;

REASONS

8. ISSUE No.1 and 2:- These points are taken up together for common discussion in order to avoid repetition of facts and evidence since they are interconnected.

The plaintiff contended that the land bearing Sy.No.15/1 measuring 05 guntas is absolute property of his father Puttashetty. Further contended that, his father constructed three Mangalore tiled houses in the said property and lent suit schedule property to the defendant. The defendant is in possession of property on the basis of oral rent agreement by agreeing to pay Rs.500/- per month. The plaintiff and his family are in need of house described in the suit schedule for their personal use. The

defendant is irregular in payment of rent and they refused to handover vacate possession to the plaintiff. Hence he prays to decree the suit.

9. To prove his case the plaintiff and GPA holder of plaintiff examined themselves as PW1 and 2 and got marked Ex.P1 to 10 documents. The Ex.P1 is the General Power of Attorney, Ex.P2 is Tax paid receipt, Ex.P3 is RTC, Ex.P4 is copy of M.R, Ex.P5 is RTC, Ex.P6 is Legal Notice, Ex.P7 is Postal Receipt, Ex.P8 is Postal acknowledgment, Ex.P9 is Reply Notice, Ex.P10 is Endorsement given by PDO.

10. The PW2 is the sister of plaintiff and she reiterated facts stated in the plaint. In her cross examination she deposed that, they have insisted the defendant for payment of rent in the year of 2017. Further she stated that, they have not converted land for non-agricultural purpose and no such permission taken from the Grama Panchayath for construction of house. She

admitted that, the houses visible in the Ex.D1 and 2 are having electricity and Water connection. But she don't no who is paying bill.

11. The plaintiff relied on RTC marked at Ex.P.3 pertaining to land bearing Sy.No.15/1 measuring 05 guntas situated at Doddamole Village. The said document is for the year 2021-22 and at column No.9 it is mentioned as children of Puttashetty by name Madashetty, Shivaiah, Chowdamma, Nagaraju, Krishna, Chikkamahadevi and C.Sakamma are owners in joint possession. At column No.10 it is mentioned 'Pouthi' as per mutation MR H4/2020-2021 dated 05/11/2020. The plaintiff pleaded that, his father was absolute owner in possession of land bearing Sy.No.15/1. The defendants denied absolute ownership of the father of the plaintiff.

12. Therefore, the entry available in the Ex.P3 as property is standing in the several person name on succession. Therefore, the assertion of the plaintiff as said

property was absolute property of the father of the plaintiff is not proved by the plaintiff. On the other hand, the defendant specifically pleaded in his written statement as the mother of defendant by name Rudramma purchased property bearing Sy.No.16 measuring East to West 25 yards and North to South 20 yards from one Nanjashetty S/o Sannamadashetty for valuable consideration. The above said cross examination of PW2 establishes that, the said Nanjashetty is brother of father of the PW2. After death of Rudramma the defendant constructed the toilet room with the assistance of Grama Panchayth. The defendant get electricity facility in his name and paying electricity bill till today as per Ex.D11 to 13. The Ex.D4 to 10 are Tax paid receipts and defendant contended that they are pertaining to suit schedule premises. After taking such specific defence and producing documents by the defendant, the heavy burden lies on the plaintiff to establish absolute ownership of his father. No such

documents produced by the plaintiff except RTC marked at Ex.P.3. Hence the plaintiff failed to establish absolute ownership of his father in the suit schedule property.

13. This suit has been filed by the plaintiff for recovery of possession of the suit schedule premises by way of evicting defendant. The plaintiff contended that, the defendant is in possession on rent basis. The defendant denied jural relationship of landlord and tenant between themselves and father of the plaintiff. Therefore, the burden lies on the plaintiff to establish landlord and tenant relationship by leading evidence. The plaintiff pleaded that, his father handed over possession to the defendant on rent basis. The said facts not proved by the plaintiff and there is no such oral evidence led by the plaintiff to establish that, the defendant having possession in the suit schedule premises as tenant.

14. The defendant contended that, the mother of defendant constructed two houses in the property. The

defendant specifically contended that, the defendant is in possession of the house property and he get electricity connection to the said property. The said defence is probable as no prudent man can take such risk to develop property by taking electricity and water connections. The defendant took specific defence by explaining his possession in the suit schedule premises. Moreover, no such burden lies on the defendant to establish his title and this court should not decide the title of the parties as suit filed for recovery of possession. Therefore, burden lies on the plaintiff to establish jural relationship of landlord and tenant by leading cogent evidence. The plaintiff failed to establish his case. Hence I answered **Issue No.1 and 2** are in the **NEGATIVE**.

15. ISSUE No.3 and 4:- These issues are relating to relief claimed by the plaintiff and as such these are taken up together for common discussion. On discussion of issue No.1 and 2, it is concluded as the plaintiff failed to

establish absolute ownership of his father and jural relationship of landlord and tenant in between his father and defendant. Therefore, granting relief as sought by the plaintiff is depends on the above said issues.

16. The plaintiff issued notice to the defendant U/Sec.106 of TP Act, for evicting defendant from the suit schedule premises. The question of termination of lease would arise if plaintiff succeed to prove landlord and tenant relationship. In this suit the plaintiff failed to establish landlord and tenant relationship by proving facts. The defendant initially denied title of the father of the plaintiff with their jural relationship in their reply notice dated 29.06.2020 marked at Ex.P.9. This suit filed on 30.09.2020 and the plaintiff sought recovery of possession and damages. The defendant raised cloud about title by taking specific defence and as such the plaintiff ought to file suit for declaration and possession. The plaintiff suppressed material facts by clever pleading

and he also not stated some facts which were stated in his Legal Notice marked at Ex.P.6. The plaintiff failed to establish title of his father, rent agreement between his father and defendant and as such the question of termination of agreement would not arise.

17. The plaintiff is claiming relief with regard to Sy.No.15/1 and the defendant specifically contended that, he is in possession of house situated in Sy.No.16. The documents produced by the plaintiff is not concerned to house property described in the plaint where defendant is residing. The facts circumstances shows that, the plaintiff not came before the court with clean hands and he suppressed material facts. The probable defence has been taken by the defendant by establishing his possession not on the basis of rent agreement. The question of granting damages would not arise as the plaintiff failed to establish initial burden with regard to jural relationship of landlord and tenant and without proving relationship he cannot

claim vacant possession from the defendant. The title of the father of the plaintiff is in dispute and as such suit for recovery of possession with damages without claiming declaration of title is not maintainable. In view of above discussion, I am of the opinion that the plaintiff is not entitled for such any reliefs claimed in the plaint. Hence I answered **Issue No.3 and 4** are in the **NEGATIVE**.

18. ISSUE No.5:- In view of my discussion on Issues No.1 to 4 , I proceed to pass the following;

ORDER

The suit of the plaintiff is hereby
dismissed with cost.

Draw decree accordingly.

(Dictated to Stenographer, directly on the computer, typed by him, script corrected and then pronounced by me in the open Court on this the 17th day of July 2026)

(SMITA NAGALAPUR)
PRL. CIVIL JUDGE & JMFC,
CHAMARAJANAGAR.

ANNEXURE

1. List of witnesses examined for the plaintiffs side.

PW-1 : Madashetty

PW-2 : P.Sakamma

2. List of documents exhibited for the plaintiffs side.

Ex.P-1 : General Power of Attorney
Ex.P-2 : Tax paid receipt
Ex.P.3 : RTC
Ex.P.4 : Mutation Register
Ex.P.5 : RTC
Ex.P.6 : Legal Notice
Ex.P.7 : Postal Receipt
Ex.P.8 : Postal acknowledgment
Ex.P.9 : Reply Notice
Ex.P.10 : Endorsement given by PDO

3. List of witnesses examined for the defendants side.

DW-1 : Nagabasavanna

4. List of documents exhibited for the defendants side.

Ex.D1 & 2 : Photos
Ex.D.3 : Assessment Register
Ex.D.4 to 10 : Tax paid Receipts
Ex.D11 to 13: Electricity Bills

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