

**IN THE COURT OF THE I ADDL. SENIOR CIVIL JUDGE
AND CJM, DHARWAD**

PRESENT

Sri. Venkatesha Naika V, B.Com., LL.B.
I Addl. Senior Civil Judge & CJM.,
Dharwad.

O.S. No.214/2024

Dated this 15th day of June, 2026

PLAINTIFF : Smt. Badrunisa
W/o. Mohamadusmangani Kankudti
(By Sri. M.B.P., Adv.)

-Vs-

DEFENDANTS : Shashidhar S/o. Sangappa Kadlur
and another.
*(D-1 party In-person.,
D-2 By Sri. V.M.S., Adv.)*

Parties to I.A. No.IX

Applicant / : Mohammadali S/o. Mohammadgous Killedar
Def-2

-Vs-

Opponent / : Smt. Badrunisa
Plaintiff W/o. Mohamadusmangani Kankudti

<i>Provision under which the application is filed</i>	U/o. 14 Rule 5 R/w. Sec.151 of CPC
<i>Relief sought for</i>	Praying to frame additional issues
<i>The date on which the application is filed</i>	25.10.2025
<i>Number of the application</i>	IX
<i>The date on which the objection are filed by different opponents</i>	28.10.2025
<i>The date on which the orders were passed on the said application</i>	15.06.2026

ORDER ON I.A.NO.IX FILED U/O.14 RULE 5
R/W. SEC.151 OF CPC.

The applicant/defendant No.2 has filed the present application and prayed the Court to frame additional issues as mentioned in the application which are necessary for effective adjudication of the suit.

2. In the affidavit annexed with the application, the applicant stated that the plaintiff has filed a suit for declaration and injunction against the defendants in respect to suit schedule properties. In the written statement, the defendant No.2 has taken specific contention at Paragraph H of the written statement having regard to maintainability of the suit, the valuation and jurisdiction of the Court to entertain the suit and valuation made and court fee paid are inadequate. The suit schedule properties are "B" Kharab lands and vested with the Government. Hence, there is no proper valuation with regard to "B" Kharab lands, though the plaintiff has valued the suit schedule properties at Rs.20,00,000/- without there being any documentary evidence. Hence, to decide the fate of the suit, it is just and necessary to frame additional issues. If the application is allowed and additional issues as sought for are framed no hardship will be caused to the plaintiff, on the other hand the application is rejected he will be prejudiced. Considering these grounds, pray to allow the application.

3. The application resisted by the plaintiff filing a detailed counter contending that the application filed by the applicant/Def.No.2 is not sustainable either in the eye of law or on facts. The court considering the rival pleadings has framed appropriate issues. So far as to frame additional issues as prayed by the applicant concerned, absolutely there is no pleadings. The maintainability of the suit is already decided by the Court. Hence, the question of framing additional issues regarding maintainability of suit does not arise. The valuation of the suit is on the basis of agreement of sale dated 09.02.2015 and 24.03.2015 and the total sale consideration amount is Rs.20,00,000/-. Since the suit is one for declaration of agreement of sale is not binding on the plaintiff thus in so far as the relief as sought for by the plaintiff concerned the valuation made by the plaintiff is correct and Court fee paid thereon is also sufficient. The averments of the written statement of defendant No.2 are vague and the applicant has not properly stated about the valuation of the suit schedule properties and even the relief sought for by the plaintiff against defendant No.2. Since the Court framed the relevant and proper issues on the basis of rival pleadings thus at this juncture the question of framing additional issues does not arise. Hence, pray to reject the application.

4. Heard both sides.

5. Perused the available materials.

6. The following points arise for my consideration are hereunder.

1) Whether the applicant/defendant No.2 made out grounds to frame additional issues as prayed for?

2) Whether the additional issues as sought for to frame are necessary for effective adjudication of the suit?

3) What order?

7. The findings to the above points are here under ;

Point No.1 : In the Negative,

Point No.2 : In the Negative,

Point No.3 : As per the final order

for the following;

: R E A S O N S :

8. **Point No.1 and 2:** *Since these points are inter-related each other thus, to avoid repetition, both the points taken together for common discussion.*

9. The present suit is one for declaration and injunction against the defendants in respect to suit schedule properties. The order sheet and the material available on record goes to show that by considering the rival pleadings the Court framed the issues. Now it is the assertion of the applicant/defendant No.2 that the applicant has taken specific contention having regard to maintainability of the suit, valuation and payment of court fee and jurisdiction of the Court to entertain the suit at Paragraph H of the written statement.

10. It is the contention of the plaintiff/opponent that so far as the maintainability of the suit is concerned, this Court while passing an order on I.A.No.3 dated 18.02.2025

held that the suit is maintainable. Hence, the question of re-assessing the facts regarding maintainability of the suit does not arise. In this context the learned counsel for the plaintiff referred to an order passed by this Court on 18.02.2025. Hence, it is clear that I.A.No.3 filed U/s.151 of CPC regarding maintainability of the suit is already decided and the court opined that the suit is maintainable. The aggrieved applicant/defendant No.2 is not at all challenged the said order till the date, thus, it is clear that the order holds good and it is clear that the suit is maintainable. Hence, the question of framing additional issues having regard to maintainability of the suit absolutely does not arise.

11. Another contention/assertion of the applicant that the valuation made by the plaintiff in respect to suit claim in respect schedule properties concerned is improper and Court fee paid there on is insufficient. The present suit is one for declaration that the agreement of sale executed by the plaintiff in favour of defendant No.1 dated 09.02.2015 and 24.03.2015 is not binding on the plaintiff. In support of their contention the plaintiff referred to the agreement of sale. Perusal of agreement of sale it appears that the plaintiff entered into contract with defendant No.1 and executed two distinct agreements on two distinct dates pertaining to suit schedule properties in favour of defendant No.1. But it is the contention of defendant No.2 that the suit schedule properties are "B"

Kharab lands and hence there is no valuation to “B” Kharab lands. The assertion of the applicant/defendant No.2 is not supported by any material evidence. Without producing a relevant and substantial piece of evidence, the applicant simply urged that the valuation of the suit schedule properties. But the defendant No.2 has not at all denied and disputed and even stated about the execution of agreement of sale by the plaintiff in the name of defendant No.1. As per the contention of defendant No.2 in written statement it goes to show that the defendant No.2 got executed an unregistered permanent lease by the defendant No.1. Hence, the contention of defendant No.2 itself indicates that there was a nexus between the suit schedule properties with defendant No.1 and 2. Perusal of the plaint it appears that the contract between the plaintiff and defendant No.1 is not yet concluded and meanwhile the defendant No.1 executed an unregistered permanent lease in favour of defendant No.2. Further it is the allegation of the plaintiff that on the basis of an unregistered permanent lease deed, the defendant No.2 is trying to interfere with the possession of the suit schedule properties by the plaintiff. This fact itself is enough to arrive at the conclusion that the defendants have a clear nexus with the suit schedule properties. Hence, the simple assertion of the applicant/defendant No.2 having regard to maintainability of the suit and even valuation of the suit schedule properties and Court fee paid there on is not sustainable.

12. Another assertion of the defendant No.2 that it is necessary to frame relevant issues in respect to jurisdiction of the Court both territorial and pecuniary to entertain the suit. In this context the applicant/defendant No.2 has not tried to produce any piece of documents in support of his assertion. The copies of the agreements of sale as produced by the plaintiff would reveal that the suit schedule properties situated at Attikolla village of Dharwad taluka and the valuation of the suit schedule properties shown as Rs.20,00,000/- in the both agreement of sales. Such being the facts this Court certainly had jurisdiction to entertain the suit. The Court after assessing and considering the rival pleadings, framed appropriate and relevant issues for effective adjudication of the suit.

13. Viewed from any angle, the question of framing additional issues so far as maintainability of the suit, regarding valuation and payment of Court fee and the jurisdiction of the Court does not arise. Hence, the application filed by the applicant/defendant No.2 is not sustainable and the applicant has not made out any grounds by producing substantial piece of evidence in support of his assertion. Hence, the application deserves to be rejected. Hence, **Point No.1 and 2** are answered in the ***Negative.***

14. **Point No.3:** In view of my findings and conclusions on aforementioned points, I proceed to pass following;

: O R D E R :

***I.A.No.IX filed by the applicant/
defendant No.2 U/o. 14 Rule 5 R/w.
Sec.151 of CPC., is hereby rejected.***

***The parties to the suit are directed
to proceed with the matter on the next
date of hearing without seeking any
adjournments.***

*(Dictated to the stenographer, transcription typed by her, corrected by me
and order is pronounced in the open court on the 15th day of June, 2026).*

(Venkatesha Naika V.)

I Addl. Senior Civil Judge & CJM.,
Dharwad.