

IN THE COURT OF THE I ADDITIONAL SENIOR CIVIL
JUDGE & J.M.F.C., HUBBALLI

Present:

SMT. SARVAMANGALA K.M.,
B.A. LL.B.,
I Additional Senior Civil Judge and JMFC.,
Hubballi.

O.S. No.356/2025

Dated this the 03rd day of February, 2026

Plaintiff/s : Allasab S/o Jamalsab
Jamalsabnavar.

.Vs.

Defendant/s : Syed Tanveer S/o Hayatsab
Kittur and others.

PARTIES TO I.A. No.II

Applicant/s : Syed Tanveer S/o Hayatsab
Kittur and others.

.Vs.

Opponent/s : Allasab S/o Jamalsab
Jamalsabnavar.

- i. Provision under which : Under Order VII Rule 11
application is filed R/w Sec.151 of CPC
- ii. Relief sought for : Seeking for rejection of the
plaint filed by the plaintiffs
for want of cause of action
and also suit is barred
under the law, in the

interest of justice and equity.

- iii. The date on which : 13.08.2025 application is filed*
- iv. Number of the : II application*
- v. The date on which : 12.09.2025 objections are filed by different opponents*
- vi. The date on which : 03.02.2026 orders were passed on the said application*

ORDERS ON I.A. No.II

The defendants have filed an I.A. No.II under Order VII Rule 11 R/w Section 151 of C.P.C., seeking for rejection of the plaint filed by the plaintiffs for want of cause of action and also suit is barred under the law, in the interest of justice and equity.

- 2. The plaintiff has filed objections.*
- 3. Heard arguments.*
- 4. The points for consideration are as follows:*
 - 1. Whether the defendants have made out grounds enunciated under order 7 Rule 11 to reject the plaint filed by the present plaintiff?*

2. What order ?

5. My findings on the above points are as follows:

Point No.1 : In the Negative.

Point No.2 : As per final order,
for the following;

REASONS

6. **Point No.1:** This suit is filed by the plaintiff for the relief of cancellation of the sale deeds is concerned. The present application is supported by affidavit. It is stated by the defendant No.1 that the plaintiff has filed this suit for cancellation of registered sale deeds executed by plaintiff, his wife and children for valuation sale consideration amount as mentioned in the registered sale deed in his favour on false and flimsy grounds. The plaintiff has transferred his right, title, interest and possession of suit schedule property by receiving the valuable sale consideration amount and executed the registered sale deed in his favour, which is registered in the office of Sub Registrar (North), Hubballi, Under the document No. HBN-1-00888-2025-26 Dated: 24.04.2025, wherein the above Plaintiff and his legal heirs are disclosed that plaintiff has admitted for receipt of entire Sale consideration of amount from this defendant and also admitted by the Plaintiff that he is

inducted to this defendant in to actual and vacant possession of suit schedule property and the wife and children's of Plaintiff are also executed the registered consent deed in favor of this defendant, by admitted for the receipt of entire sale consideration amount mentioned in registered Sale deed. These all aspects are disclosed that it's complete, legal and valid transaction. Hence, on this true facts there is no cause has arose plaintiff to file this Suit. Therefore, the Suit filed by Plaintiff is barred and not maintainable under Order 7 Rule 11 of Civil Procedure code for want of Cause of Action. The Plaintiff has relinquish of his right, title, interest over the Suit Property by executed registered sale deed only after receipt of entire sale amount, its indicate that completion of sale transaction, then now the plaintiff is having no right or locus standy to file this false suit and also relief claimed in this suit is not legal in the eyes of law, then this suit is bad under the law and same is deserved to be dismissed for want of cause of action. There is absolutely no cause has arose the plaintiff to file this suit and one mentioned in this suit is totally is a figment of imagination created by the plaintiff only with malafide intention to grab the money from him and other defendants and also to cause loss, injury and harassment to me and other defendants. That Suit for cancellation of sale deed is not maintainable after execution of registered sale deed by receiving the sale

consideration amount as admitted by the plaintiff in sale deed. Hence, the suit of the Plaintiff for cancellation of registered sale deed is not maintainable either in law nor on the facts. The plaintiff is estopped contrary to the contents of registered sale deed and the registered sale deed are prevail over unregistered documents. Therefore, the suit of Plaintiff is deserves to be nipped in the bud as suit of the plaintiff is not maintainable for want of cause of action. If his application is allowed absolutely no injury, hardship and injustice shall be caused to the plaintiff and to save the precious time, energy of this Hon'ble Court, if the application dismissed naturally hardship and precious time of these defendant shall loss and cause hardship. Hence, prayed to allow the application.

7. *The objections of the plaintiff is that the application and affidavit are false, frivolous, vexatious and not tenable in law. Further contended that absolutely the defendants have no ground to file such application under Order VII Rule 11 of CPC. The Plaintiff who was and is, was neither interested to alienate the suit property or any portion hereof, nor any cause or time has arisen to alienate the suit property or any portion thereof. Admittedly, the Defendant No.1 is since long and well known Real Estate Developer, approached the Plaintiff and insisted him to sell the suit property in*

his favor for valuable sale consideration in the Month of October 2021. At that time, he reposed the confidence of the Plaintiff that, he will look-after all the legal hurdles in alienating the suit property. The suit property is adjacent to the Public Road and same is covered under the HDMC limits fetching good market value and further the Defendant No.1 successfully represented and reposed the confidence of the Plaintiff in his mind that, the suit property is fit to develop into Residential layout. At that time, he assured and guaranteed that, apart from the agreed consideration amount, he will give 3 developed residential sites to the Plaintiff. Under such representations and confidence, the Plaintiff has agreed to sell the land bearing. Sy/RS. No.207/2B/1 measuring about 2 Acres 25 guntas to the Defendant No.1 entirely at the costs and risks of the Defendant No.1 himself. After prolong negotiations, the Plaintiff has agreed to sell suit property at the rate of Rs.26,00,000/- per acre for total consideration amount of Rs.68,25,000/- for total 2 Acres 25 guntas. Accordingly a Notarized Agreement of Sale is came to be executed in favor of the Defendant No.1 on 02.11.2021 by receiving an amount of Rs.5,00,000/-towards earnest money. The said Agreement of Sale is duly notarized and registered in the Notary Public Register of Mr. M.A.Shivalli under Document No.2510 on 02.11.2021. Even though there was bar under Law by

it is specifically agreed that, the Defendant shall get register the Agreement of sale dated:02.11.2021 on 16.12.2021 by making payment of additional earnest money of Rs.20,00,000/- Accordingly on 19.11.2021, the Defendant No.1 has got executed fresh Agreement of Sale before the Public Notary Sri.M.A.Shivalli, which bearing Notary Registration No.2661 by making payment of additional earnest money of Rs.20,00,000/- apart from earnest money of Rs.5,00,000/- paid on 02.11.2021. The Defendant has totally paid an amount of Rs.25,00,000/- as earnest money out of the total agreed sale consideration amount of Rs.68,25,000/- on 19.11.2021. At the time of entitling into said Fresh Agreement of Sale, it is specifically agreed by the Defendant that he shall get execute the Final Registered Sale Deed within 4 months i.e., on or before 01.04.2022 without fail. In the said both agreements there are no condition precedent imposed on the Plaintiff-Seller execute the sale deed as per the requirement of the Defendant No.1 and time was the essence of the contract, to get execute the sale deed under the said Agreement of Sale. By both the Agreement of Sale it was specifically agreed by the Defendant, that, on his failure to get execute the sale deed, the agreement of sale automatically stands terminated/cancelled and the earnest moneys and automatically forfeited to the Plaintiff. That are the time of entering into fresh

unregistered notarized Agreement of sale dated:19.11.2021 on the very day, the Defendant No.1 has represented before the Plaintiff that, to avoid the stamp duty and also stamp duty of the Final Registered Sale Deed and also Agreement of sale, he shall get registered the sham, nominal and notional agreement of sale for the sale consideration amount of Rs, 8,00,000/- only. At the same time, the Defendant No.1 has also promised and represented the Plaintiff that, the said registered Agreement of sale is only a sham and nominal one and same cannot be acted upon and also cannot be enforced against the Plaintiff. He is bound by the unregistered duly notarized Agreement of Sale dated:02.11.2021 and 19.11.2021, which shall be real and true Agreements of Sale. The defendant No.1 has also promised and agreed that, he will get register the final Registered Sale Deed at his cost and risk by making payment of balance sale consideration of Rs.43,25,000/- on or before 01.04.2022 as agreed upon, thereby the Defendant No.1 made the Plaintiff to believe in the words, representations, promises and assurances, greed to execute the sham nominal and notional agreement of sale for Rs.8,00,000/- which is registered at Document No.7638. It is submitted that, under the said Agreement of sale, the Plaintiff never received any earnest money as alleged, as the same is nominal and notional voidable agreement of sale. The

Defendant No.1 was stopped from act upon the said registered agreement of sale and also he is bound by unregistered duly notarized Agreement of Sale dated: 02.11.2021 and 19.11.2021. As such the alleged registered Agreement of sale is voidable one at the option of this Plaintiff and the same cannot be enforced.

8. *It is further contended that the Defendant No.1 did not come forward to get execute the registered sale deed on or before 01.04.2022 by making payment of balance sale consideration amount of Rs.43,25,000/- from him. He has failed to perform his part of the contract without any cause or reason. When this is the true state of affairs, the Defendant No.1 only with a view to take undue advantage of the registered Agreement of Sale, comparing with and ranking above the unregistered two agreements of sale which are duly notarized, and also by suppressing the true facts and to make undue benefits, and also throwing to the winds, the provisions of Inam Abolition Act, and also Karnataka Land Revenue Act, has filed a false, frivolous and vexatious suit for specific performance of the contract, in O.S. No.368/2023, on the file of Hon'ble Principal Senior Civil Judge, Hubballi, by clearly suppressing and hiding the two notarized agreements of sale, contending that, the Plaintiff has agreed to sell the suit property to the Defendant No.1 for full and final sale consideration of*

Rs.8,00,000/- and accordingly executed an Agreement of Sale dated:19.11.2021, which is duly registered with the Sub-Registrar, (North) Hubballi under document No. 7638 and received a sum of Rs.4,00,000/- through Cheque No.000037 dated:18.11.2021, drawn on Bandhan Bank, Koppikar Road Branch, Hubballi. Further contended that per the terms of the Agreement, the Plaintiff shall get prepared the P.T. Sheet, within 01.04.2022 and also get the consent from all the family members, and after clearing the loan on the suit property inform the Defendant No.1 and execute the sale deed before the Sub-Registrar, Hubballi and receive the remaining sale consideration of Rs.4,00,000/-. That after receipt of the summons of the said suit, the Plaintiff appeared before the Court and filed his written statement, enlighting before the Court the entire truth of the matter, and after filing the written statement, it seems the Defendant No.1 accepted the legal defeat before judgment and accordingly with lot of efforts, tried to convince the Plaintiff that, he shall pay the remaining sale consideration amount as per the notarized Agreements of sale i.e., Rs.43,25,000/- and also issued 2 Cheques both drawn on Union Bank of India, Keshwapur Branch, Hubballi for Rs.5,00,000/- bearing No. 008238 dated:10.04.2025 and for Rs.6,00,000/- bearing No.008241 dated:10.04.2025. While issuing the said cheques, the Defendant No.1 has assured the

Plaintiff that both the cheques will be positively honoured on their presentation for encashment. He assured that, he shall pay the remaining sale consideration amount, within 2 or 3 days. However, he urged before the Plaintiff in the interest of saving of the stamp duty amount, and also various other registration expenses, to execute the Sale Deed. as per the Registered Agreement of Sale, and yet again believing on the Defendant No.1 the Plaintiff has agreed for the same, entirely on the basis of the cheques issued by the Defendant No.1 towards the remaining sale consideration amount. Accordingly, executed the Sale Deed, dated 24.04.2025, which is duly registered with the Office of the Sub-Registrar (North) Hubballi under Document No. HBN-00888-2025-26 dated 24.04.2025. It is worth mentioning here that, soon after execution of the sale deed by this Plaintiff, the Defendant No.1 even without taking breathing time, and even without even requesting the Plaintiff to come for filing compromise petition before the Court withdrawn the said suit, voluntarily, so also even in the absence of his own Advocate on record, which is accepted by the Court. Accordingly the Defendant No.1 successfully withdrawn the said suit, even without disclosing anything about the truth of the matter before the Court.

9. *It is further contended that the Plaintiff has presented both the cheques for encashment, but both the cheques came to be dishonored, on 02.05.2025, with the banker's remarks "payment stopped by the Drawer" and when this fact is being raised and when the Plaintiff intended to take legal action against the Defendant No.1 he urged before the Plaintiff not to take any legal action and also assured that he will pay the amount covered under the said cheques and also clear the remaining sale consideration amount, within some days or so. Not only this, the Defendant No.1 who was assured the payment of consideration as per the notarized agreement, has likewise, dragged the payment and also the cheques issued by him are being dishonored. Likewise, the Defendant No.1 has successfully postponed the payment of remaining sale consideration amount, and also cheated the Plaintiff by getting stopped the honor of the said cheques. He has not yet paid the remaining sale consideration amount. Hence, it is submitted that, Sale Deed dated:24.04.2025 is illegal, null and void and also liable to be cancelled or quashed by this Hon'ble Court. The Defendant No.1 did not become the owner of the suit property by virtue of the sale deed and no title passes to him. Above all no consideration for the actual agreed amount of sale consideration is received by the Plaintiff. Hence the Defendant No.1 did not become the owner of the suit*

property. The Defendant No.1 only with view to escape his liability was searching for likewise, purchasers of the very suit property, and accordingly, by colluding with the Defendant No.1 No.2 to 4 hatched a plan of creating a registered sale deed, at least to shift his liability among others, and at the same time, it seems by cheating the No.2 to 4 also and thereby created a Sale Deed in favor of the Defendant No.1 to 4 styling the sale deed, as if he has sold the suit property to the Defendant No.1 to 4 for sale consideration of only Rs.15,50,000/- and also succeeded in getting the said sale deed registered with the Sub-Registrar (North) Hubballi dated:05.06.2025. It is submitted that on seeing with naked eyes, the Defendant No.1 has sold the suit property, within one and half months of purchase by him. Further, when he did not become the owner, he cannot sell the suit property and hence the said sale deed registered with the Sub-Registrar (North) Hubballi, under Document No.HBN-1-02946-2025-26 dated 05.06.2025 is also illegal null and void and liable to be quashed/cancelled. That the Defendant No.1 No.2 to 4 did not become the owners of the suit property by virtue of the sale deed executed by the Defendant No.1. Further under the eye of law, the plaintiff is yet the owner of the suit property. When the former sale deed, though registered is illegal and void, the subsequent sale deed, by the person who has not become the owner

also stands null and void. When this is the true state of affairs, the Defendant No.1 went on assuring the clearing of the remaining sale consideration amount mentioned above, but he is postponing the payment under one or other pretexts. The Defendant No.1 not yet paid the entire sale consideration amount, agreed to be payable by him. Hence, the registered sale deed is not binding on the Plaintiff and the same is not acted upon and so also the subsequent sale deed is also not binding on the Plaintiff. Not only this, the Plaintiff, after filing this suit filed I.A. No.I under Order XXXIX Rule 1 and 2 of C.P.C. for ad interim injunction, restraining the Defendants from alienating the suit property. This Hon'ble Court in a very much legal perspective and properly weighing the prima facie case of the Plaintiff is pleased to grant ad interim injunction. Now, the Defendants instead of defending the suit on merits, chosen easy method of filing such application for rejection of the Plaint on the one hand and making unlawful gains by depriving the plaintiff from getting the amount for which he is legally entitled to receive when his valuable suit property is sold. Hence, prayed to dismiss the application.

10. On careful perusal of the entire materials available on record it is noticed to the court that, Admittedly, this is the suit filed by the plaintiff against

the defendant seeking the relief of cancellation of impugned sale deed dated:18.08.2018 executed in favour of defendant, along with the suit the plaintiff filed said application seeking the above said relief. As per contention of the plaintiff by exerting fraud and undue influence played by the defendant on plaintiff and same is illegal and void. Further, seeking possession of the suit schedule property if Court come to the conclusion that plaintiff is not in the possession of the suit property, further consequential relief of permanent injunction restraining the defendant from unlawfully obstructing the peaceful possession and enjoyment of the suit property by the plaintiff with cost and such other relief.

11. In order to ascertain the grounds urged by the defendant is in this stage prima-facie reveals in his favour, and case of the plaintiff and in the light of the arguments canvassed by the learned counsel for the plaintiff and defendant this court carefully perused the materials on record, the list of documents of the plaintiffs consists of records of rights consists of Sy no. 207/2b/1 measuring 2:25 Acres which is stands in the name of plaintiff. Mutation register extract which discloses the name of defendant, certified copy of order sheet in O.S.No. 372/2023, two original cheques, two notarized agreement of sale dated:02.11.2021 and

19.09.2021 in between plaintiffs and defendant in respect of the suit schedule property, and copy of two sale deeds dated 24.04.2025 and 05.06.2025.

12. During the course of arguments the learned counsel for the defendant has relied upon the decision reported in Supreme Court of India in between Dahiben Vs. Arvindbhai Kalyanji Bhanusali (Gajra) (D) their. Lrs. And others, wherein it is held that:

A. Civil Procedure Code, 1908 (CPC) – Order 7 Rule 11- Rejection of plaint – Limitation - Suit for cancellation of sale deed based on non-payment of full consideration – Registered sale deed acknowledged full payment – plaintiffs alleged non-receipt of amount and claimed illiteracy – Suit filed more than 5 years after execution of sale deed – Limitation Act, 1963 – Articles 58 and 59 – Period of limitation is three years from when the right to sue accrues or facts entitling cancellation become known – Recitals in sale deed and subsequent conduct (participation in mutation, silence for years) contradict claims of fraud and delayed knowledge – alleged cause of action (non-payment) arose in 2009, suit filed in 2014 is time- barred – Power under Order 7 Rule 11 is mandatory if grounds exist – Court must examine plaint and supporting documents – Clever drafting to create an illusory cause of action rejected – Non-payment of balance sale consideration does not invalidate a registered sale deed where title has passed, remedy lies elsewhere – Plaint is vexatious, meritless, and an abuse of process.

B. Transfer of property act, 1882 – Section 54 – Sale – Definition - Price paid or promised or part-paid and part-promised is essential - Actual payment of whole price at execution not necessary for sale completion - Non-payment of

part price after registered sale deed does not invalidate the sale; title passes Remedy for unpaid price lies in recovery proceedings, not cancellation of deed. (Para 15.3)

C. Limitation Act, 1963 – Section 2(j), Section 3, Articles 58 and 59 – Period of limitation for suit seeking declaration or cancellation of instrument / rescission of contract is three years – Time runs from when right to sue first accrues or facts entitling relief first become known – If suit based on multiple causes of action, limitation runs from date right to sue first accrues – Subsequent violations do not create fresh cause of action – Court must examine plaint to determine when right to sue first accrued. (Para 14)

D. Civil Procedure code, 1908 (CPC) – Order 7 Rule 11(a) and (d) – Rejection of plaint -Grounds – No cause of action or barred by law (including limitation) – Independent and special remedy- Enables summary dismissal at threshold to end sham litigation and save judicial time – Conditions must be strictly adhered to – Court must scrutinize plaint and documents relied upon – Defendant's stand on merits is irrelevant at this stage – Test is if, taking averments and documents, a decree would be passed – Plaint must be read meaningfully, not formally – Clever drafting to create illusory cause of action must be nipped in the bud – Power can be exercised at any stage before trial conclusion. (Paras 12.1 to 12.10, 13)

E. Civil Procedure Code, 1908 (CPC) – Order 7 Rule 14(1) – Production of documents – Documents relied upon by plaintiff and in possession must be produced with plaint – Documents referred to in plaint and forming its basis are part of the plaint and must be considered for Order 8 Rule 11(a). (Para 12.4)

Further, relied upon the decision reported in between Smt. Gunjan Agrawal Vs. Ashish Kumar Gautam and another, wherein it is held that:

20. It is apparent that the plaintiff is no more the owner of the disputed property, since its ownership has already vested in defendant No.1 through sale deed dated:30.11.2022, which cannot be cancelled by the court for non-payment of sale consideration by the defendant to the plaintiff. Since the main relief of cancellation of sale deed cannot be granted to the plaintiff, even the consequential relief of permanent injunction also cannot be granted to her, for protecting her alleged possession in the disputed property, since the above defendant is the true owner of the disputed property.

Further, relied upon the decision reported in Hon'ble High Court of Karnataka in between Somayya Belchada S/o Korage Belchada Vs. Santhosh S/o Late. Gulabi Belachadthi and others, wherein it is held that:

. ... when the plaintiffs are not in possession of the property they cannot seek for the relief of declaration without seeking the relief of possession and suit for declaration simpliciter is not maintainable and also it is held that it is settled law that amendment of a plaint can be made at any stage of suit.

13. On the otherhand, the counsel for plaintiff relied upon xerox copy of textbook of Law Governing Agreements to sell immovable property from inception to execution of decree and concerned citation in the Book it is noticed to the Court that the defendant has filed the present application under Order VII Rule 11D of the

Code of Civil Procedure seeking rejection of the plaint on the ground that suit is barred by law and no cause of action to file the present suit that the registered sale deed executed in favour of the defendant is final and binding. The case of the plaintiff as pleaded in the plaint is that two agreements of sale were executed for a total consideration of Rs. 68,25,000/- and that at the request of the defendant and for the purpose of avoiding stamp duty, a registered sale deed came to be executed showing a consideration of Rs. 8,00,000/-. It is specifically pleaded that the sale deed is nominal sham and obtained by fraud, never intended to be acted upon and therefore illegal, null and void.

14. The defendant contends that once execution and registration of the sale deed are admitted, the plaintiff cannot challenge the same and that the suit is not maintainable. On this ground, rejection of the plaint is sought. No doubt while considering an application under Order VII Rule 11 of CPC, the court is required to look only at the averments made in the plaint. And the defence raised by the defendant cannot be taken into consideration. Rejection of plaintiff permissible only if on a plain reading of the plaint, the suit appears to be barred by any law. In the present case on hand, the plaint contains specific pleadings of fraud, undervaluation of consideration, and assertion that the

registered sale deed is a nominal and sham transaction. The allegation of fraud is supported by particulars relating to the vast difference in the sale consideration. Mentioned in the agreement of sale and the registered sale deed. Whether the sale deed was intended to be acted upon, Whether fraud was played upon the plaintiff, And whether the transaction is nominal or a question of law and fact, which cannot be adjudicated without recording evidence, It is a settled principle of law that fraud vitiates all solemn acts, and when fraud is specifically pleaded, the plaintiff must be awarded an opportunity to establish the same by leading evidence. At this preliminary stage, the court cannot conduct a roving inquiry or decide the truthfulness of the allegation. If the plaintiff is rejected at this threshold, the plaintiff would be denied an opportunity to prove the alleged fraud, which would result in serious prejudice and defeat the ends of justice. In view of the above facts and circumstances, this Court is of the considerable opinion that the plaint does not disclose any bar or warranting rejection under Order VII Rule 11D of CPC. Therefore, the matter shall proceed to trial and the plaintiff has liberty to adduce evidence to prove the alleged fraud and the nature of the transaction. In given set of facts, the plaintiff has produced two agreements of sale before the court, i.e. notarized a copy of the sale agreement. At this stage,

the court is not deciding their truth or validity finally. However, for the limited purpose of interlocutory consideration, The court is entitled to see whether the plaintiff has made out a prima facie case to proceed against the defendant. When the plaintiff placed on record documentary material here two agreements of sale, it indicates that there existed a prior contractual relationship between the parties. The transaction between them was not a single simple sale but part of a larger arrangement and The plaintiff's contention that the subsequent register cited was nominal job or obtained by fraud cannot be brushed aside at the threshold. At the prima facie stage, the court proceeds on the principle that pleading supported by document must be taken at face value unless they are inherently improbable or barred by law. Therefore, the production of two agreements of sale lends initial credibility to the plaintiff's version and creates a triable issue regarding whether the registered sale deed reflects the real intention of the parties and whether it was executed merely as a device. This is why the court presumes a prima facie case in favour of the plaintiff. Not because the plaintiff has proved fraud, but because the material placed shows that the claim is plausible and requires evidence. When the court is only satisfied that the issue cannot be decided without trial, in such circumstances, rejection of the plaint or denial of opportunity would be

premature. Hence, this court answered **point No.1 in the Negative.**

15. **Point No.2:** On the basis of my reasons on point Nos.I. I proceed to pass the following :

ORDER

The I.A. No.II filed by the defendants under Order VII Rule 11 R/W Section 151 of CPC praying for reject the plaint filed by the plaintiff is hereby rejected.

No order as to costs.

(Dictated to the Stenographer directly on computer, script corrected and then pronounced by me in the Open Court on this the **03rd day of February, 2026**)

sd/-

(Smt. Sarvamangala K.M.)
I Addl. Senior Civil Judge and JMFC.,
Hubballi.