



**IN THE COURT OF PRINCIPAL SENIOR CIVIL JUDGE
AND CJM, GADAG**

PRESENT

**SHRI. G.R.SHETTAR., B.com. LL.B (Spl)
PRL. SENIOR CIVIL JUDGE AND CJM, GADAG**

DATED THIS 01ST DAY OF JULY, 2026

O.S.No.199/2021

PLAINTIFFS:

1. Yallappa Karakappa Giddahanamannavar,
Age: 62 years, Occ: Agriculture,
R/o Vakkalageri, Gadag, Tq/Dist:Gadag.
2. Girijavva W/o Bhimappa Karmudi,
Age: 45 years, Occ: Agriculture,
R/o Vakkalageri, Gadag, Tq/Dist:Gadag.

(R/by Sri.Y.D.Talawar., Advocate)

Vs

DEFENDANTS:

1. Karakappa S/o Dyavappa Giddahanamannavar,
Age: 85 years, Occ: Agriculture,
R/o Vakkalageri, Gadag, Tq/Dist:Gadag.
2. Shekappa S/o Kariyappa Giddahanamannavar,
Age: 60 years, Occ: Agriculture,
R/o Vakkalageri, Gadag, Tq/Dist:Gadag.
3. Irappa S/o Kariyappa Giddahanamannavar,
Age: 58 years, Occ: Agriculture,
R/o Vakkalageri, Gadag, Tq/Dist:Gadag.
4. Mallappa S/o Kariyappa Giddahanamannavar,
Age: 54 years, Occ: Agriculture,
R/o Vakkalageri, Gadag, Tq/Dist:Gadag.
5. Hanamappa S/o Kariyappa Giddahanamannavar,
Age: 35 years, Occ: Agriculture,

- R/o Vakkalageri, Gadag, Tq/Dist:Gadag.
6. Renuka W/o Ravi Ibrahimpur,
Age: 45 years, Occ: Agriculture,
R/o Vakkalageri, Gadag, Tq/Dist:Gadag.
7. Yallamma W/o Irappa Huvannavar,
Age: 43 years, Occ:Agriculture,
R/o Hatalageri, Tq/Dist:Gadag.
8. Hanumavva W/o Lokesh Mugali,
Age: 40 years, Occ:Agriculture,
R/o Hudco Colony, Gadag, Tq/Dist:Gadag.
9. Shavitri W/o Nagappa Bhavikatti,
Age: 38 years, Occ: Agriculture,
R/o Vakkalageri, Gadag, Tq/Dist:Gadag.

(R/by Sri.V.C.Shirol., Advocate)

Date of institution of suit	:	22/09/2021
Nature of the suit	:	Partition and Separate Possession
Date of commencement of recording of Evidence	:	25/07/2022
Date of closure of evidence	:	17/12/2025
Date of judgment	:	01/07/2026
Total duration	:	Year/s Month/s Day/s 04 / 09 / 09

Sd/-_{01/07/2026}
(G.R.SHETTAR)
Prl. Sr.Civil Judge & CJM,
GADAG

J U D G M E N T

Plaintiffs have filed the suit for partition and separate possession claiming 1/11th share each in the suit properties.

Further prayed for appointing the Court Commissioner to effect division in the suit properties.

Further prayed for permanent injunction restraining the defendants from obstructing the possession and enjoyment of the plaintiffs over the suit properties.

2. Case of the plaintiff in brief is as under:

Plaintiffs and defendant No.2 to 9 are the children of defendant No.1, all constituted joint family. There was a partition between defendant No.1 and his brothers and suit properties were fallen to the share of the defendant No.1, since then, plaintiffs and defendants are in joint possession and enjoyment, no partition is taken place. This being the fact, the propositus i.e. defendant No.1 without knowledge and consent of the plaintiffs executed documents in favour of the defendant No.2 to 9, they got

entered their names to the suit properties and now they are trying to alienate the said properties. Plaintiffs are having legitimate share in the suit properties. The plaintiffs have asked for their legitimate share, but the defendants have not effected partition. Hence, plaintiffs constrained to file the suit.

3. After appearance, defendant No.5 has filed written statement and the said written statement has been adopted by the other defendants. In the written statement, it is contended that the suit of the plaintiffs is not maintainable either in eye of law or on facts. The description of the suit properties shown the plaint is not correct and incomplete. Some three more joint family properties standing in the names of plaintiffs have not been included intentionally, as such, suit is bad for non inclusion of all the joint family properties.

4. It is further contended that the plaintiff No.1 being the elder son was managing the family along with defendant No.1, but due to some non co-operation between womenfolk of the family, plaintiff No.1 want to go

out of the family, so, he demanded his share in the joint family in the year 2015, at that time, the defendant No.1 purchased the agricultural land bearing R.S.No.735/1+2/B measuring 02 acre 01 guntas out of 04 acre 01 guntas in the name of plaintiff No.1 from the joint family funds. Then, the defendant No.1 also purchased the plot in Hamalara Colony, behind APMC, Gadag in the name of plaintiff No.1 out of the joint family funds, in addition to that 30 sheep of the joint family and Rs.4,00,000/- for construction of house was given to the plaintiff No.1. By receiving these properties, the plaintiff No.1 promised the defendants that he will not demand any share in the joint family properties and he went out of the joint family.

5. It is further contended that the plaintiff No.2 who is the elder daughter among the daughters of the defendant No.1 also demanded her share in the joint family properties. In response, the defendant No.1 who owned half share in plot No.57 in R.S.No.596 of Gadag village along with one Ningappa Gullanavar, he purchased half share of Ningappa Gullanavar in the

name of plaintiff No.2 in the year 2010 from the joint family funds and he also given up his half share in the name of plaintiff No.2 in the year 2011. He further gave Rs.13,00,000/- to the plaintiff No.2 for construction of house in the year 2015, at the time of receiving the said property, plaintiff No.2 also promised that she is satisfied with the share given to her from the joint family and she will not demand or claim any share further in the joint family. Accordingly, both plaintiff No.1 and 2 have lost their share in the suit properties. Thereafter, the defendants got made a family arrangements among themselves under Registered Partition Deed dated 16/07/2021. Accordingly, their names have been mutated to their respective shares in the suit properties. Such being the real affairs, plaintiffs only with an ill motive and to harass the defendants and to gain illegally have filed this false suit. It is further contended that the properties R.S.No.735/1+2/B measuring 02 acres 01 guntas out of 04 acre 01 guntas of Gadag village, a house and plot in Hamalara Colony, APMC, Gadag, plot No.47 in R.S.No.596 of Gadag are standing in the names of

plaintiffs. Unless these properties are made as suit properties, the suit of the plaintiffs cannot be proceeded with. Hence, prayed for dismissal of the suit with cost.

6. On the basis of the above pleadings, following Issues have been framed:

ISSUES

1. Whether the plaintiffs prove that the suit schedule properties are the ancestral and joint family properties of the plaintiffs and defendants?
2. Whether the plaintiffs entitled for 1/11th share in the suit schedule properties?
3. Whether the defendant No.5 proves that, suit of the plaintiffs is bad for non-inclusion of the all the joint family properties?
4. Whether the defendant No.5 proves that, after the plaintiffs got separated from the joint family, the remaining members have made a family arrangement under registered partition deed on 16/07/2021?
5. Whether the defendant No.5 proves that, as contended in the para 16 of the written statement?
6. Whether the plaintiffs are entitled for relief as sought in the suit?

7. What order or decree?

ADDITIONAL ISSUES

1. Whether the defendants prove that the property i.e. R.S.No.735/1+2B and plot No.17 in R.S.No.398B are purchased in the name of plaintiff No.1 from the joint family funds as contended in the written statement?
2. Whether the defendants prove that half of the plot No.57 in R.S.No.596 is purchased from the joint family funds by the defendant No.1 in the name of plaintiff No.2 and in respect of remaining half share in the said property, the defendant No.1 has executed sale deed in favour of plaintiff No.2 without consideration as contended in the written statement?

7. Earlier the suit was heard and disposed on 27/01/2024. The defendants herein preferred Appeal in R.A.No.33/2024. After hearing the Hon'ble Appellate Court has allowed the appeal on 07/02/2025 by setting aside the Judgment and Decree passed by this Court and remanded the matter back to this Court with a direction to give opportunity to both the parties and adduce

evidence and to dispose of the matter in accordance with law.

8. The plaintiff No.2 has deposed as P.W.1, got marked documents as Ex.P.1 to Ex.P.8 and examined one witness as P.W.2

9. The defendant No.1 has deposed as D.W.1, got marked documents at Ex.D.1 to Ex.D.18 and examined the witnesses as D.W.2 to D.W.5.

10. Heard the arguments.

11. My findings on the above issues are as under:

ISSUE No.1: In the Affirmative

ISSUE No.2: In the Affirmative

ISSUE No.3: In the Negative

ISSUE No.4: In the Negative

ISSUE No.5: In the Negative

ISSUE No.6: In the Affirmative

ADDL.ISSUE No.1: In the Negative

ADDL.ISSUE No.2: In the Negative

ISSUE No.7: As per the final order,
for the following:

REASONS

12. **ISSUE No.1:** The plaintiffs have contended that they and the defendants constitute joint family, suit properties were fallen to the share of propositus

defendant No.1 during the partition took place between him and his brothers, after that, plaintiffs and defendants are in joint possession and enjoyment, no partition is taken place. This being the fact, defendant No.1 without knowledge and consent of the plaintiffs, started to execute documents in favour of defendant No.2 to 9, defendant No.2 to 9 by got entering their names are trying to alienate the suit properties, when the plaintiffs asked for their legitimate share, the defendants have refused to effect partition. Hence, the plaintiffs are before the Court.

13. Per contra, the defendants have admitted the relationship between the parties as well as nature of the suit properties as joint family property. It is the specific contention of the defendants that the plaintiff No.1 was elder son of the defendant No.1 and was managing the joint family affairs along with defendant No.1, in the year 2015 because of the difference of opinion between womenfolk of the family, plaintiffs decided to separate from the joint family and he asked for his share in the family properties. At that time, the defendant No.1

purchased the land R.S.No.735/1+2/B measuring 02 acre 01 guntas and a plot in Hamalara Colony, APMC, Gadag in the name of plaintiff No.1, out of the joint family funds. In addition to that, 30 sheep and Rs.4,00,000/- have been given to the plaintiff No.1. Plaintiff No.1 by receiving the said properties had promised that he will not claim any share in the remaining joint family properties. Likewise, plaintiff No.2 being the elder daughter also asked her share in the suit properties. At that time, defendant No.1 who purchased the plot No.57 in R.S.No.956 along with his friend Ningappa Gullanavar, he purchased half share in the name of plaintiff No.2 from the joint family funds, he also given up his half share in the suit property to the plaintiff No.2. In addition to that, defendant No.1 has given Rs.13,00,000/- for construction of the house to the plaintiff No.2, by receiving the same, plaintiff No.2 also promised that she is satisfied and she will not claim any share in the remaining suit properties.

14. In order to prove the case, plaintiff No.2 has deposed as P.W.1 by reiterating the plaint averments.

She has deposed about the joint family consisting of them and defendants, suit properties as joint family properties, no partition is taken place. When the plaintiffs asked for their legitimate share, the defendants have refused to effect partition.

15. Plaintiffs have produced the documents at Ex.P.1 to Ex.P.8. Ex.P.1 to Ex.P.8 are the RTCs pertaining to the suit properties standing in the name of defendants.

16. The plaintiffs have adduced the evidence of P.W.2, who deposed that plaintiffs and defendant No.2 to 9 are the children of defendant No.1, suit properties are joint family properties having received by the defendant No.1 from earlier partition, all are in joint possession, no partition is taken place. This being the fact, the defendants without the knowledge and consent of the plaintiffs have created a false documents and got entered their names. He has further deposed that plaintiff No.1 has purchased 02 acre 01 guntas and plot in Hamalara Colony, APMC Yard, Gadag from his hard labor and self-

earning and plaintiff No.2 also purchased a house property. These properties are their self-acquired properties. The defendants have no share in the said properties.

17. In order to prove the case, defendant No.1 has deposed as D.W.1 by iterating the written statement averments. He has deposed that plaintiff No.1 and 2 are the elder son and elder daughter in the family, when they separated from the joint family and asked for their share, this defendant No.1 purchased a landed property and a plot in the name of plaintiff No.1 and also given his half share and Rs.4,00,000/- cash to the plaintiff No.1. Likewise, he also purchased half of the plot No.57 in the name of plaintiff No.2 and had given remaining half share standing in his name in the name of plaintiff No.2. The plaintiff No.2 by receiving the them, promised that she will not claim any share in the remaining properties and plaintiffs ousted from the suit properties. Thereafter, the defendants got family arrangements by partition in respect of suit properties, but the plaintiff had filed this

false suit by suppressing the material facts and also without including the properties standing in their names.

18. The defendants have produced the documents at Ex.D.1 to Ex.D.18. Ex.D-1 is the copy of the registered sale deed dated:13.08.2015. On going through the same it could be seen that plaintiff No.1-Yallappa has purchased 01 acres 01 guntas out of 04 acres 01 guntas in Sy.No.735/1+2/B of Gadag village from Smt.Jayashree Kori and others for Rs.4,42,000/-. Ex.D-2 is the copy of the registered sale deed dated:13.03.2014. On going through the same it could be seen that plaintiff No.1-Yallappa has purchased plot No.17, in Sy.No.398B of Gadag, Gadag- Betageri town from Smt.Seema W/o Narayansa Hadimani for Rs.1,75,000/-.

19. Ex.D-3 is the copy of the registered sale deed dated:15.02.2010. On going through the same it could be seen that plaintiff No.2-Smt.Girijavva has purchased $\frac{1}{2}$ portion of guntas plot No.57 in Sy.No.596 of Gadag village, Gadag- Betageri town from Ningappa Sakrappa Gullannavar for Rs.33,000/-. Ex.D-4 is the ratification

deed dated:25.05.2010 in connection with the sale deed dated:15.02.2010. Ex.D-5 is the copy of the registered sale deed dated:24.06.2020. On going through the same it could be seen that plaintiff No.2-Smt.Girijavva has purchased $\frac{1}{2}$ portion of guntas plot No.57 in Sy.No.596 of Gadag village, Gadag- Betagri town from defendant No.1-Karakappa Devappa Giddahanamannavar for Rs.2,20,000/-.

20. Ex.D-6 is the copy of MR No.H146/2012-13 which speaks that owner of the land Sy.No.735/1+2/B was transferred in the name Smt.Jayashree Ishwarappa Kori and others by way of Warasa. Ex.D-7 is the copy of MR No.T230/2014-15 which speaks about clearance of Bank Bhoja over the land Sy.No.735/1+2/B. Ex.D-8 is the copy of MR No.H30/2015-16 which speaks that as per the sale deed name of the defendant No.1- Yallappa has been mutated to the land Sy.No.735/1+2/B to the extent of 02 acre 01 guntas. Ex.D-9 is the copy of MR No.H31/2015-16 which speaks about division in the land Sy.No.735/1+2/B after purchase of 02 acre 01 guntas by plaintiff No.1. Ex.D-10 is the copy of MR

No.T214/2015-16 which speaks about the entry of Bank Bhoja over the land Sy.No.735/1+2/B.

21. Ex.D-11 is the copy of MR No.H5/2022-23 which speaks that as per the gift deed name of Smt. Renuka w/o Yallappa Giddahanamannavar has been mutated to the land Sy.No.735/1+2/B to the extent of 02 acre 01 guntas. Ex.D-12 is the copy of MR No.T111/2023-24 which speaks about the entry of Bank Bhoja over the land Sy.No.735/1+2/B. Ex.D-13 is the ROR which speaks that plot No.57 in Sy.No.596 was standing in the joint names o plaintiff No.2 and defendant No.1. Ex.D-14 is the encumbrance certificate. Ex.D-15 is the RTC pertaining to land Sy.No.735/1+2/B measuring 02 acre 01 guntas standing in the name of Smt. Renuka w/o Yallappa Giddahanamannavar.

22. Ex.D-16 is the copy of registered gift deed dated:05.07.2022. On going through the same it could be seen that the plaintiff No.1-Yallappa has gifted the land Sy.No.735/1+2 /B measuring 02 acres 01 guntas in favor of his wife Smt. Renuka w/o Yallappa

Giddahanamannavar. Ex.D-17 and 18 are the RTC pertaining to land Sy.No.735/1+2/B measuring 02 acre 01 guntas. On going through the same it could be seen that earlier said property was standing in the name of plaintiff No.1- Yallappa Giddahanamannar and then transferred in the name of Smt. Renuka w/o Yallappa Giddahanamannavar.

23. The defendants have examined DW-2 to 5. DW-2 has deposed that he knows the plaintiffs and defendants, defendant No.1 has purchased land to the extent of 02 acres 01 guntas in the name of plaintiff No.1-Yallappa from joint family funds. This witness was present at the time of sale deed and signed as witness to the sale deed.

24. DW-3 and 4 have deposed that they know the plaintiffs and defendants, the he was present at the time of execution of sale deed in respect of $\frac{1}{2}$ hiss in poly No.57 in Sy.No.596, in 2010 by one Ningappa Bullanavar in the name of plaintiff No.-2- Smt. Girijavva, the defendant No.1 has paid the sale consideration amount

to the vendor. Then in 2020 Karakappa executed sale deed in respect of his remaining $\frac{1}{2}$ hissa in the name of plaintiff No.2- Smt. Girjavva without receiving any consideration amount. These witnesses were present at the time of sale deeds.

25. DW-5 has deposed that he and defendant No.1 are good friend, they jointly purchased plot No.57 in Sy.No.596. Then he decided to sell his $\frac{1}{2}$ share for his family necessity. The defendant No.1- Karakappa purchased the said property for Rs.33,000/- in the name of his daughter plaintiff No.2-Smt.Girjavva and he only paid the sale consideration amount. Then the defendant No.1 has executed sale deed in respect of his $\frac{1}{2}$ share in favor of Smt.Girjavva without receiving any consideration amount.

26. In this case, the defendants have admitted the relationship between the parties and also admitted that the suit schedule properties are the joint family properties. It is the specific contention of the defendants that the properties as mentioned in the written statement

are purchased in the names of plaintiff No.1 and 2 from the joint family funds, as such, said properties are also joint family properties. However, this Issue is with regard to the suit properties as mentioned in the plaint. After going through the entire material, there is no dispute with regard to nature of the suit properties as joint family properties. Therefore, I am of the considered opinion that the plaintiffs have proved that the suit properties are the joint family properties. Hence, Issue No.1 is answered in the Affirmative.

27. **ISSUE No.4:** The defendants have contended that the plaintiff No.1 and 2 have separated from the joint family by receiving the properties as mentioned in the written statement. Thereafter, the remaining defendants got made a family arrangement under registered partition deed dated: 16/05/2021. Plaintiffs have disputed the said partition. So, burden of proving this issue is heavily casted upon the defendants. It is the specific contention of the plaintiffs that the said partition and any transactions in respect of suit properties made between defendants are without their

knowledge and consent as such same are not binding on their rights in the suit properties.

28. The defendants have contended that after separation of the plaintiffs from the joint family, they got partition in the family properties as per the family arrangement deed under registered partition deed dated: 16/07/2021. The defendants have not produced the said partition deed or family arrangement deed. Further, it is clear from the material that plaintiffs are not parties to the said partition deed, as such, said partition deed is not binding on the plaintiffs. It is the specific contention of the defendants that the plaintiffs have already got separated from the joint family, but D.W.1 in his cross-examination has specifically stated that they and plaintiffs are residing separate for cooking purpose, but they are not separated, still they are in the joint family. Apart from this, no material is produced by the defendants to show that the plaintiffs have got properties as mentioned in the written statement separated from the joint family and promised that that they will not claim share in the family properties. Therefore, looking from

any angle the defendants have not proved the partition and even if there is partition amongst the defendants , same is not binding on the plaintiffs. Hence, this Issue is answered in the Negative.

29. ISSUE No.5, ADDITIONAL ISSUES No.1 & 2:

The defendants have contended that the defendant No.1 has purchased R.S.No.735/1+2/B, Plot No.17 in R.S.No.398B in the name of plaintiff No.1 and purchased plot No.57 in R.S.No.596 in the name of plaintiff No.2 from the joint family funds, as such, said properties are also joint family properties. The plaintiffs have not admitted the said contentions and contended that the said properties are their self-acquired properties. So, burden of proving these issues is casted upon the defendants.

30. The defendants though contended that the properties are purchased in the names of plaintiffs from joint family funds but they have not set up any counter claim. said properties are not shown in the suit schedule. The defendants have contended that the defendant No.1

has purchased two properties in the name of 1st plaintiff and out plot No.57 was earlier purchased by him along with his friend, then ½ portion of his friend in the said property has been purchased by him in the name of plaintiff No.2, then he has given up reaming ½ portion of the said property also in the name of plaintiff No.2 without taking any consideration, thereafter also he gave Rs.13 Lakhs to the plaintiff No.2 for construction of the house.

31. The defendant No.1/ DW-1 his cross examination has stated as under:

" ನನ್ನ ಮನೆಯ ಹಿತ್ತಲಿನಲ್ಲಿರುವ ತಗಡಿನ ಶೆಡ್ಡುಗಳಲ್ಲಿ ವಾದಿ ಯಲ್ಲಪ್ಪ, ಪ್ರತಿವಾದಿ ನಂ.2 ಶೇಖಪ್ಪ, ಪ್ರತಿವಾದಿ ನಂ.3 ಈರಪ್ಪ ವಾಸವಾಗಿದ್ದಾರೆ. ವಾದಿಯರು ಹಾಗೂ ಪ್ರತಿವಾದಿಯ ನಂ.2 ರಿಂದ 9 ನ್ನೇ ಮಕ್ಕಳು ಎಂದರೆ ಸರಿ. ವಾದಿ ನಂ.1 ಯಲ್ಲಪ್ಪನ ಮದುವೆ ಸುಮಾರು 20-30 ವರ್ಷಗಳ ಹಿಂದೆ ಆಗಿದೆ. 1 ನೇ ವಾದಿ ಯಲ್ಲಪ್ಪ ನಮ್ಮ ಮನೆತನದ ಕುರಿಗಳನ್ನು ಕಾಯುತ್ತಿದ್ದ ಎಂದರೆ ನಾನು ಅವನು ಕೂಡಿಯೇ ಕುರಿ ಕಾಯುತ್ತಿದ್ದೆವು ಎಂದು ಹೇಳುತ್ತಾರೆ. 1 ನೇ ವಾದಿಯ ಹೆಂಡತಿ ಬಂದ ನಂತರ ಮನೆಯಲ್ಲಿ ಹೊಂದಾಣಿಕೆ ಇರಲಿಲ್ಲ ಹಾಗಾಗಿ ಅವನು ನಮ್ಮೊಂದಿಗೆ ಬಹಳ ದಿನ ಕೂಡಿ ನಡೆಯಲಿಲ್ಲ ಎಂದರೆ ಸರಿ. ವಾದಿ ನಂ.1 ನಮ್ಮ ಬಿಟ್ಟು ಬೇರೆಯಾದ ಎಂದರೆ ಸರಿಯಲ್ಲ. ಆದರೆ ನಮ್ಮ ಮನೆಯ ಹಿತ್ತಲಿನಲ್ಲಿರುವ ಶೆಡ್ಡಿನಲ್ಲಿ ಯಲ್ಲಪ್ಪ ತನ್ನ ಹೆಂಡತಿ ಮಕ್ಕಳೊಂದಿಗೆ ವಾಸವಾಗಿದ್ದಾನೆ ಎಂದರೆ ಸರಿ. ಯಲ್ಲಪ್ಪ ಬೇರೆಯಾಗಿದ ಹಮಾಲಿ ಕೆಲಸ ಮಾಡುತ್ತಿದ್ದಾನೆ ಎಂದರೆ ಆತ ಕುಟುಂಬದಿಂದ ಬೇರೆಯಾಗಿಲ್ಲ ಎಂದು ಹೇಳುತ್ತಾರೆ. ವಾದಿ ಯಲ್ಲಪ್ಪ ಆಸ್ತಿಯಲ್ಲಿ ಪಾಲು ಕೊಡು ಎಂದು ನನ್ನನ್ನು ಕೇಳಿಲ್ಲ. 2015 ರಲ್ಲಿ ವಾದಿ ನಂ.1 ಯಲ್ಲಪ್ಪ ಪಾಲು ಕೇಳಿದ ಮತ್ತು ಕೊಡುಕುಟುಂಬದಿಂದ ಹೊರಹೋಗಲು ಬಯಸಿದ್ದ ಎಂದು ನನ್ನ ಮುಖ್ಯ ವಿಚಾರಣೆಯಲ್ಲಿ ಬರೆಯಿಸಿಲ್ಲ. 2 ಎಕರೆ

ಜಮೀನನ್ನು ವಾದಿ ಯಲ್ಲಪ್ಪನ ಹೆಸರಿನಲ್ಲಿ ನಾನೇ ಖರೀದಿ ಹಿಡಿದು ಕೊಟ್ಟಿದ್ದೇನೆ. ಆ ರೀತಿ ನನ್ನ ಮುಖ್ಯ ವಿಚಾರಣೆಯಲ್ಲಿ ಬರೆಯಿಸಿಲ್ಲ. ಎ ಪಿ ಎಮ್ ಸಿ ಹತ್ತಿರ ಇರುವ ಹಮಾಲರ ಪಾಟನಲ್ಲಿ ಒಂದು ಪಾಟ್ ನು 1 ನೇ ವಾದಿ ಯಲ್ಲಪ್ಪನ ಹೆಸರಿನಲ್ಲಿ ನಾನೇ ಖರೀದಿ ಹಿಡಿದು ಕೊಟ್ಟಿದ್ದೇನೆ. ಆ ಬಗ್ಗೆ ಮುಖ್ಯ ವಿಚಾರಣೆಯಲ್ಲಿ ಬರೆಯಿಸಿಲ್ಲ. ಎರಡೂ ಖರೀದಿ ಪತ್ರಗಳ ದಿನಾಂಕ ಗೊತ್ತಿಲ್ಲ. ಸದರಿ ಆಸ್ತಿಗಳನ್ನು 1 ನೇ ವಾದಿ ಯಾರಿಂದ ಖರೀದಿಸಿದ್ದಾರೆ ಎಂದರೆ ಜಮೀನನ್ನು ಕೋರಿ ಎನ್ನುವವರಿಂದ ಖರೀದಿಸಲಾಗಿದ್ದು, ಪಾಟನು ಯಾರಿಂದ ಖರೀದಿಸಲಾಗಿ ಗೊತ್ತಿಲ್ಲ. ಸದರಿ ಜಮೀನು ಹಾಗೂ ಪಾಟನು ಎಷ್ಟು ಮೊತ್ತಕ್ಕೆ ಖರೀದಿಸಲಾಗಿದೆ ಗೊತ್ತಿಲ್ಲ. ಸದರಿ ಖರೀದಿ ಪತ್ರಗಳಿಗೆ ನಾನು ಸಹಿ ಮಾಡಿಲ್ಲ. ಒಟ್ಟು ಕುಟುಂಬದ ಆದಾಯದಿಂದ ಸದರಿ ಆಸ್ತಿಗಳನ್ನು ಖರೀದಿಸಲಾಗಿದೆ ಎಂದು ಖರೀದಿ ಪತ್ರಗಳಲ್ಲಿ ಬರೆದಿಲ್ಲ ಎಂದರೆ ಗೊತ್ತಿಲ್ಲ. ಆದರೆ ನಾನೇ ಹಣ ನೀಡಿದ್ದೇನೆ ಎಂದು ಹೇಳುತ್ತಾರೆ. ಸದರಿ ಎರಡೂ ಆಸ್ತಿಗಳನ್ನು 1 ನೇ ವಾದಿ ತನ್ನ ಸ್ವಂತ ದುಡಿಮೆಯಿಂದ ಖರೀದಿಸಿದ್ದು, ಅವು ಆತನ ಸ್ವಯಾರ್ಜಿತ ಆಸ್ತಿಗಳು ಎಂದರೆ ಸರಿಯಲ್ಲ. ಈಗಲೂ ಸಹ 1 ನೇ ವಾದಿ ನಮ್ಮೊಂದಿಗೆ ಒಟ್ಟು ಕುಟುಂಬದಲ್ಲಿ ಇದ್ದಾನೆ ಎಂದು ಹೇಳುತ್ತಾರೆ.

“ 2 ನೇಯ ವಾದಿಯ ಗಂಡನ ಮನೆಯೂ ಸಹ ಗದಗ ಎಂದರೆ ಸರಿ. ವಾದಿಯ ಗಂಡ ಎ ಪಿ ಎಮ್ ಸಿ, ಗದಗದ ಗೊಡಚಿ ಎನ್ನುವವರ ದಲಾಳಿ ಅಂಗಡಿಯಲ್ಲಿ ಬಾರದಾನ ಹೊಲಿಯುತ್ತಾನೆ ಎಂದರೆ ಸರಿ. 2 ನೇ ವಾದಿಯ ಮಕ್ಕಳು ಖಾಸಗಿ ಅಂಗಡಗಳಲ್ಲಿ ಕೂಲಿ ಮಾಡುತ್ತಾರೆ ಎಂದರೆ ಗೊತ್ತಿಲ್ಲ.”

“ 2 ನೇ ವಾದಿಗೆ ಮನೆ ಕಟ್ಟಿಸುವ ಸಲುವಾಗಿ ರೂ. 13 ಲಕ್ಷ ಹಣ ನೀಡಿದ್ದೇನೆ ಎಂದು ಸುಳ್ಳು ಹೇಳುತ್ತಿದ್ದೇನೆ ಎಂದರೆ ನಾನು ಆ ರೀತಿ ಹೇಳಿಲ್ಲ ಎಂದು ಹೇಳುತ್ತಾರೆ. ಸಾಕ್ಷಿ ಮುಂದುವರೆದು ಸಂಪೂರ್ಣ ಮನೆಯನ್ನೇ ನಾನೇ ಕಟ್ಟಿಸಿದ್ದೇನೆ ಎಂದು ಹೇಳುತ್ತಾರೆ. 2 ನೇ ವಾದಿಯ ಹೆಸರಿನಲ್ಲಿ ಆಸ್ತಿ ಖರೀದಿಸಿದ ಬಗ್ಗೆ ಮತ್ತು ನಾನು ಮನೆ ಕಟ್ಟಿಸಿದ ಬಗ್ಗೆ ಅವರ ಮತ್ತು ನನ್ನ ನಡುವೆ ಯಾವುದೇ ಒಪ್ಪಂದ ಆಗಿಲ್ಲ.”

"ದಿ:16.07.2021 ರಂದು ನಮ್ಮ ಕುಟುಂಬದಲ್ಲಿ ವಾದಿಯರನ್ನು ಹೊರತುಪಡಿಸಿ ತೊಟ್ಟಿ ವಾಟ್ಸಪ್ಪತ್ರ ಮಾಡಿದ್ದೇವೆ ಎಂದರೆ ಸರಿಯಲ್ಲ. ಸಾಕ್ಷಿ ಮುಂದುವರೆದು ಆ ರೀತಿ ನಮ್ಮ ಕುಟುಂಬದಲ್ಲಿ ಯಾವುದೇ ವಾಟ್ಸ ಪತ್ರ ಆಗಿಲ್ಲ ಎಂದು ಹೇಳುತ್ತಾರೆ. ನಮ್ಮ ಕುಟುಂಬದ ಆಸ್ತಿಗಳಲ್ಲಿ ಯಾವುದೇ ಹಕ್ಕು ಬದಲಾವಣೆಯಾಗಿಲ್ಲ. ನನಗೆ ಮತ್ತು ವಾದಿಯರಿಗೆ ಗೊತ್ತಿಲ್ಲದಂತೆ ನನ್ನ ಉಳಿದ ಮಕ್ಕಳು ಬೊಟ್ಟಿ ವಾಟ್ಸ ಪತ್ರ ಮಾಡಿದ್ದಾರೆ ಎಂದರೆ ಅವರು ಮಾಡಿಕೊಂಡಿರಬಹುದು ಆದರೆ ನಾನು ವಾಟ್ಸ ಮಾಡಿ ಕೊಟ್ಟಿಲ್ಲ ಎಂದು ಹೇಳುತ್ತಾರೆ. ಸದರಿ ವಾಟ್ಸ ಪತ್ರದ ಬಗ್ಗೆ

ಗೊತ್ತಾದ ನಂತರ ವಾದಿಯರು ಕುಟುಂಬದ ಆಸ್ತಿಗಳಲ್ಲಿ ತಮ್ಮ ಪಾಲು ಕೊಡುವಂತೆ ನನ್ನನ್ನು ಕೇಳಿದ್ದರು ಎಂದರೆ ಸರಿಯಲ್ಲ. ನೀವು ನೀವೆ ಏನಾದರೂ ಮಾಡಿಕೊಳ್ಳಿ ಎಂದು ನಾನು ಹೇಳಿದೆ ಎಂದರೆ ಸರಿಯಲ್ಲ. ಕುಟುಂಬದ ಆಸ್ತಿಗಳಲ್ಲಿ ವಾದಿಯರಿಗೆ ಕಾನೂನುಬದ್ಧ ಪಾಲು ಕೊಡಲು ನನ್ನದು ತಕ್ಕರಾರು ಇಲ್ಲ. ವಾದಿಯರು ಖರೀದಿಸಿದ ಆಸ್ತಿಗಳು ಅವರ ಸ್ವಯಾರ್ಜಿತ ಆಸ್ತಿಗಳು ಎಂದರೆ ಇದ್ದರೆ ಇಟ್ಟುಕೊಳ್ಳಲಿ ಎಂದು ಹೇಳುತ್ತಾರೆ."

32. D.W.2 in his cross examination has stated as

under:

" ನಾನು ವಾದಿಯರ ಮನೆತನದ ವ್ಯವಹಾರದ ಬಗ್ಗೆ ಯಾವುದೇ ಹಿರಿತನ ಮಾಡಿರುವುದಿಲ್ಲ. ನಾನು ಯಾವುದೇ ಜಮೀನುಗಳನ್ನು ಮಾರಾಟ ಮಾಡಿಸುವ ಅಥವಾ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ಕೆಲಸ ಮಾಡುವುದಿಲ್ಲ. ವಾದಿ ಮತ್ತು ಪ್ರತಿವಾದಿಯರ ಮನೆತನದ ಬಗ್ಗೆ ಏನೇನು ವ್ಯವಹಾರ ನಡೆಯುತ್ತಿತ್ತು ಮತ್ತು ಯಾರು ಹಿರಿತನ ಮಾಡುತ್ತಿದ್ದರು ಗೊತ್ತಿಲ್ಲ. ಸರ್ವೆ ನಂ.735/1+2/ಬಿ ಕ್ಷೇತ್ರ 4 ಎಕರೆ 1 ಗುಂಟೆ ಪೈಕಿ 2 ಎಕರೆ 1 ಗುಂಟೆ ಜಮೀನಿನ ಖರೀದಿ ಮಾತುಕತೆ ಕೊಟ್ಟು ಕಮತಾರ ಇವರ ಮನೆಯಲ್ಲಿ ನಡೆಯಿತು. ಆ ಸಮಯದಲ್ಲಿ ನಾನು, ಮೋಹನ ಕಮತಾರ, ರಾಚಪ್ಪ ಕೋರೆ ಹಾಗೂ ಆನಂದ ಜೋಗಾಡಿ, ಮಲ್ಲಪ್ಪ ಸವದತ್ತಿ ಇದ್ದೇವು. ಇವರಲ್ಲದೆ ಬೇರೆಯವರು ಇರಬಹುದು ಆದರೆ ವ್ಯವಹಾರ ಮಾತುಕತೆ ಇಷ್ಟು ಜನರು ಮಾತ್ರ ಮಾಡಿದೇವೆ ಎಂದು ಹೇಳುತ್ತಾರೆ ಆ ದಿನ ಹಾಜರು ಇದ್ದ ಬೇರೆಯವರ ಹೆಸರು ಗೊತ್ತಿಲ್ಲ. ರೆಗೆ ರೂ.3,26,000/ ದಂತೆ ಮಾತುಕತೆ ಆಯಿತು. ಮಾತುಕತೆ ಆದ ದಿನ ರೂ.500/- ಅಥವಾ ರೂ.1,000/- ಸಂಚಕಾರವನ್ನು 1 ನೇ ವಾದಿ ಯಲ್ಲಪ್ಪ ಜಮೀನು ಮಾಲೀಕರಿಗೆ ಸಾಕ್ಷಿದಾರರಾದ ಮೋಹನ ಕಮತಾರ ಮೂಲಕ ಕೊಟ್ಟನು. ಉಳಿದ ಹಣವನ್ನು ಖರೀದಿ ಪತ್ರ ಆಗುವ ಒಂದು ತಿಂಗಳ ಮುಂಚೆ ನೀಡಲಾಗಿತ್ತು ಸದರಿ ಹಣವನ್ನು 1 ನೇ ಪ್ರತಿವಾದಿ ನನ್ನ ಹಾಗೂ ಆನಂದ ಜೋಗಾಡಿ ಕಡೆ ಇವರ ಕೈಯಲ್ಲಿ ನೀಡಿದ್ದು ಸದರಿ ಹಣವನ್ನು ಜಮೀನು ಮಾಲೀಕರಿಗೆ ಮುಟ್ಟಿಸಿದೆವು. ಆ ಸಮಯದಲ್ಲಿ 1 ನೇ ವಾದಿ ಹಾಜರು ಇದ್ದ. ಸಾಮಾನ್ಯವಾಗಿ ಒಂದು ಮನೆಯಲ್ಲಿ ವ್ಯವಹಾರದ ಹಣ ಕೊಡಬೇಕಾದರೆ ಮನೆಯ ಹಿರಿಯನ ಮೂಲಕ ಕೊಡಲಾಗುತ್ತದೆ ಎಂದರೆ ಸರಿ. ಅದು ಹಿರಿಯರಿಗೆ ಕೊಡುವ ಗೌರವ ಎಂದರೆ ಸರಿ, ದಾವಾ ಆಸ್ತಿಗಳೆಲ್ಲವೂ ಪಿತ್ತಾರ್ಜಿತ ಆಸ್ತಿಗಳು ಎಂದರೆ ಸರಿ.

33. DW-5 in his cross examination has stated as under :

" ನನ್ನ ಮುಖ್ಯ ವಿಚಾರಣೆಯನ್ನು 1 ನೇ ಪ್ರತಿವಾದಿ ಕರಕಪ್ಪ ಹೇಳಿ ಬರೆಯಿಸಿದ್ದಾನೆ. 1 ನೇ ಪ್ರತಿವಾದಿ ಕರಕಪ್ಪ ಸಂಬಂಧದಲ್ಲಿ ನನ್ನ ಅಣ್ಣನಾಗಬೇಕು. ಕರಕಪ್ಪನ ಮನೆತನದ ಯಾವುದೇ ವ್ಯವಹಾರದಲ್ಲಿ ನಾನು ಹಿರತನ ಮಾಡಿಲ್ಲ ಅದೇ ರೀತಿ ನನ್ನ ಮನೆತನದ ಯಾವುದೇ ವ್ಯವಹಾರದ ಹಿರತನ ಕರಕಪ್ಪ ಮಾಡಿಲ್ಲ."

" 1 ನೇ ವಾದಿ ಹಾಗೂ ಉಳಿದ ಪ್ರತಿವಾದಿಯರು ಕೂಡಿಯೇ ಕುರಿ ಕಾಯುವುದು ಮತ್ತು ಒಕ್ಕಲುತನ ಮಾಡುವುದು ಮಾಡುತ್ತಿದ್ದರು ಎಂದರೆ ಸರಿ. ಮನೆ ಹಿರತನ ಮಾತ್ರ 1 ನೇ ಪ್ರತಿವಾದಿ ಕರಕಪ್ಪ ಮಾಡುತ್ತಿದ್ದ ಎಂದರೆ ಸರಿ. 1 ನೇ ವಾದಿಯ ಮದುವೆಯಾದ ನಂತರ ಆತ ಊಟದ ಪೂರ್ತಿ ಬೇರೆ ವಾಸಿಸತೊಡಗಿದ ಎಂದರೆ ಸರಿ. ಒಟ್ಟು ಕುಟುಂಬದ ಉಳಿದ ವ್ಯವಹಾರ ಕೂಡಿಯೇ ಮುಂದುವರೆಯಿತು ಎಂದರೆ ಸರಿ. 1 ನೇ ವಾದಿ ಬೇರೆ ವಾಸಿಸುತ್ತಿದ್ದರೂ ಸಹ ಮನೆತನದ ಒಕ್ಕಲುತನ, ಕುರಿ ಸಾಕಾಣಿಗೆ ಮತ್ತು ಇತರ ವ್ಯವಹಾರಗಳನ್ನು 1 ನೇ ಪ್ರತಿವಾದಿ ಕರಕಪ್ಪ ನೋಡಿಕೊಳ್ಳುತ್ತಿದ್ದ ಎಂದರೆ ಸರಿ."

34. The defendant No.1/ DW-1 has admitted that he has not mentioned he has not mentioned in his evidence that he purchased the properties in the name of plaintiff No.1. As per the material on record the defendant No.1 was not present at the time of sale deeds made in the name of the plaintiff No.1 he has not signed the sale deeds as witness to said sale deeds. The DW-2 in his cross examination has stated that the defendant No.1 was present at the time of sale deed, the plaintiff No.1 has give sale consideration but as mark or respect to the

elderly person of the family the amount give to the vendor through the defendant No.1. DW-4 in his cross examination has stated that due to difference between the family members the plaintiff No.1 was living separately for cooking purpose but remaining family affairs were running jointly. It is pertinent to note that the defendants have not produced any proof about joint family income as on the date of sale deed. So, absolutely there is no material to hold that the defendant No.1 has purchased the properties purchased in the name of plaintiff No.1.

35. The defendants have further contended that $\frac{1}{2}$ of the plot No.57 was purchased by the defendant No.1 in the name of plaintiff No.2 and remaining $\frac{1}{2}$ portion was also given up by the defendant No.1 by executing sale deed without taking consideration. As discussed above the defendant No.1 has state in his cross examination he has not stated that he purchased the property in the name of plaintiffs. In order to prove their contention the defendants have adduced evidence of DW-3 to 5. But the

said witnesses have given some admissions in their cross examination as under:

DW-3 in his cross examination has stated/admitted as under :

"ಆ ರೀತಿ ಹಣ ಪಡೆಯದೇ ಖರೀದಿ ನೀಡುತ್ತಿರುವುದಾಗಿ ಖರೀದಿ ಪತ್ರದಲ್ಲಿ ಬರೆದಿಲ್ಲ ಎಂದರೆ ಸರಿ "

DW-5 in his cross examination has stated as under :

" ನನ್ನ ಮುಖ ವಿಚಾರಣೆಯನ್ನು 1 ನೇ ಪ್ರತಿವಾದಿ ಕರಕಪ್ಪ ಹೇಳಿ ಬರೆಯಿಸಿದ್ದಾನೆ. 1 ನೇ ಪ್ರತಿವಾದಿ ಕರಕಪ್ಪ ಸಂಬಂಧದಲ್ಲಿ ನನ್ನ ಅಣ್ಣನಾಗಬೇಕು. ಕರಕಪ್ಪನ ಮನೆತನದ ಯಾವುದೇ ವ್ಯವಹಾರದಲ್ಲಿ ನಾನು ಹಿರತನ ಮಾಡಿಲ್ಲ ಅದೇ ರೀತಿ ನನ್ನ ಮನೆತನದ ಯಾವುದೇ ವ್ಯವಹಾರದ ಹಿರತನ ಕರಕಪ್ಪ ಮಾಡಿಲ್ಲ."

" ರಿ.ಸ.ನಂ.596, ಪ್ಲಾಟ್ ನಂ.57 ನು ನಾನು ಮತ್ತು 1 ನೇ ಪ್ರತಿವಾದಿ ಕರಕಪ್ಪ ಕೂಡಿ ಖರೀದಿಸಿದ್ದೇವೆ ಎಂದರೆ ಸರಿ. ನನ್ನ ಪಾಲಿನ ಅರ್ಧ ಆಸ್ತಿಯನ್ನು ಕರಕಪ್ಪ ನನಗೆ ಹಣ ನೀಡಿ ತನ್ನ ಮಗಳಾದ 2 ನೇ ವಾದಿ ಗಿರಿಜವ್ವನಿಗೆ ಕೊಡಿಸಿದನು. ನಾನು 2 ನೇ ವಾದಿ ಗಿರಿಜವ್ವನಿಗೆ ಮಾರಾಟ ಮಾಡಿದ ಆಸ್ತಿಯ ಖರೀದಿ ರಖಂನು ಗಿರಿಜವ್ವಳ ಗಂಡ ಭೀಮಪ್ಪ ನನಗೆ ನೀಡಿದ್ದಾರೆ. ಭೀಮಪ್ಪ ನನಗೆ ರೂ.33 ಸಾವಿರ ಹಣ ನೀಡಿದ ನಂತರ ನಾನು ಸದರಿ ಆಸ್ತಿಯನ್ನು 2 ನೇ ವಾದಿ ಗಿರಿಜವ್ವಳ ಹೆಸರಿಗೆ ಖರೀದಿ ಹಾಕಿಕೊಟ್ಟಿದ್ದೇನೆ. ಮುಖ ವಿಚಾರಣೆಯಲ್ಲಿ ಸುಳ್ಳು ವಿಷಯಗಳನ್ನು ಬರೆಯಿಸಿ, ಸುಳ್ಳು ಸಾಕ್ಷಿ ಹೇಳುತ್ತಿದ್ದೇನೆ ಎಂದರೆ ಸರಿ.

36. The defendants have contended that the defendant No.1 has purchased ½ of the plot No.57 in the name of plaintiff No.2, the DW-3 to 5 also stated the same this in their examination in chief. There is no mention in the sale deed that the sale consideration was paid by the defendant No.1. DW-3 in his cross

examination has admitted same. The DW-5 who is the vendor of the $\frac{1}{2}$ portion of the plot No.57, in his cross examination has admitted that the defendant No.1 – Karakappa has given information to prepare his examination in chief and further admitted that he is false evidence.

37. The defendants have contended that the defendant No.1 has executed sale deed in respect of remaining $\frac{1}{2}$ portion of the plot No.57 without taking any amount. The defendants have produced the copy sale deed dated:24.06.2020, which speaks that the defendant No.1-Karakappa has sold the said property to the plaintiff No.2-Girijavva for Rs.2,20,000/- Nothing is mentioned in the sale deed that the defendant No.1 is executing the sale deed without consideration. Admittedly the defendant No.1 is the father of the plaintiff No.2, if at all he was intending to give up the property to his daughter without taking any consideration amount, there was no need to execute the sale deed or same ought to have mentioned in the sale deed. So, there is no proof to show that the defendant No.1 has transferred the said property

to the plaintiff No.2 without receiving any consideration. The defendants have also stated that the defendant No.1 has give Rs.13,00,000/- to the plaintiff No.2 for construction of house but not produced any material to prove the said contention.

38. After discussing as above it is clear that two sale deeds in favour of plaintiff No.1 in respect of land Sy.No.735/1+2/B and plot No.17 and two sale deeds in favour of plaintiff No.2 in respect of plot No.57 are absolute sale deeds. There is no any proof to hold that these properties are purchased by the defendant No.1 in the names of plaintiffs from the joint family funds. Further the defendants have not produced any material to prove the joint family income. There is sufficient material to hold that these properties are the self acquired properties of the plaintiffs. Therefore, I am of the considered opinion that the defendants have not proved Issue No.5 and Additional Issues No.1 and 2. Hence, these Issues are answered in the Negative.

39. **ISSUE No.3:** The defendant No.5 has contended the plaintiffs have not included the properties standing in their names in the suit, which are purchased from joint family funds, as such suit is bad for non inclusion of all the joint family properties. As discussed it is proved that the properties Sy.No.735/1+2/B and plot No.17 are the self acquired properties of the plaintiff No.1 and plot No.57 is the self acquired property of the plaintiff No.2. Therefore, the said properties are not the joint family properties, not available for partition and the same need not be included in the suit. Apart from this though defendants have taken contention about said properties but not set up any counter claim, they just prayed for dismissal of the suit. So, the suit is not bad for non joinder of properties. Hence, this Issue is answered in the Negative.

40. **ISSUES No.2 & 6:** As discussed above it is proved that suit properties are the ancestral and joint family properties. Though the defendants have referred the properties standing in the name of plaintiffs as joint family properties but no set up any counter claim. DW-1

in his cross examination has stated that “ಕುಟುಂಬದ ಆಸ್ತಿಗಳಲ್ಲಿ ವಾದಿಯರಿಗೆ ಕಾನೂನುಬದ್ಧ ಪಾಲು ಕೊಡಲು ನನ್ನದು ತಕರಾರು ಇಲ್ಲ. ವಾದಿಯರು ಖರೀದಿಸಿದ ಆಸ್ತಿಗಳು ಅವರ ಸ್ವಯಾರ್ಜಿತ ಆಸ್ತಿಗಳು ಎಂದರೆ ಇದ್ದರೆ ಇಟ್ಟುಕೊಳ್ಳಲಿ ಎಂದು ಹೇಳುತ್ತಾರೆ.” The defendant No1/ DW-1 has admitted that the plaintiffs are having share in the suit properties and also admitted that let the plaintiffs can get the properties purchased by them. Apart from this though the defendants though contended that the properties purchased in the names of plaintiffs are purchased from joint family funds and they are also having share in it but not set up any counter claim. So, the suit properties as shown in the plaint are the only properties available for partition between the plaintiffs and defendants. Therefore, I am of the considered opinion that the plaintiffs and defendants are entitled for share in the suit properties only. The plaintiffs and defendants are entitled for 1/11th share each in the suit properties. Hence, these Issues are answered in the Affirmative.

41. **ISSUE No.7:** As discussed above suit of the plaintiff is required to be decreed. Since it is suit for partition it is just and proper to direct both parties to

bear their own cost. Hence, I proceed to pass the following

ORDER

Suit of the plaintiffs is decreed.

Plaintiffs No.1 and 2 are entitled to 1/11th share each in the suit properties with separate possession by metes and bounds.

The defendants No.1 to 9 are entitled for 1/11th share each in the suit properties.

Both parties shall bear their own cost.

Draw decree accordingly.

Office is directed to register suo-moto FDP after completion of appeal period.

(Dictated to Stenographer, transcribed by him printed and then corrected and pronounced by me in the open Court on this **01st day of July, 2026**)

Sd/-^{01/07/2026}

(G.R. SHETTAR)

**Prl. Senior Civil Judge & CJM,
GADAG**

ANNEXURES

WITNESSES EXAMINED FOR PLAINTIFFS:

PW-1	:	Girijawwa Karamudi
PW-2	:	Basappa Savadatti

DOCUMENTS EXHIBITED FOR PLAINTIFFS:

Ex.P.1 to 5	:	RTC Extracts
Ex.P.6 & 7	:	Property Cards
Ex.P.8	:	RTC Extract

WITNESSES EXAMINED FOR DEFENDANTS:

D.W.1 : Karakappa Giddahamannavar
D.W.2 : Satish Giddahanamannavar
D.W.3 : Nagaraj Bavi
D.W.4 : Chetan Bavi
D.W.5 : Ningappa Gullanavar

DOCUMENTS EXHIBITED FOR DEFENDANTS:

Ex.D.1 to 3 : C/c of Sale Deeds
Ex.D.4 : C/c of rectification Deed
Ex.D.5 : C/c of Sale Deed
Ex.D.6 to 12 : Mutation copies
Ex.D.13 : ROR
Ex.D.14 : Encumbrance Certificate
Ex.D.15 : RTC Extract
Ex.D.16 : Gift Deed
Ex.D.17 & 18 : RTC Extracts

Sd/-01/07/2026

(G.R.SHETTAR)

**Prl. Senior Civil Judge & CJM.,
GADAG**