

KAHS510012632017



Presented on : 02-11-2017
Registered on : 02-11-2017
Decided on : 07-07-2026
Duration : 08years, 08months, 05days

IN THE COURT OF PRL.CIVIL JUDGE AND JMFC., BELUR

Present:-

**Sri. Nagendra.,
B.A., LL.B.,
Prl.Civil Judge and JMFC., Belur.**

Dated this, the 07th day of July 2026

O.S.No.253/2017

Plaintiff:

Mohammad Nabhi
Aged about 55 years,
Son of Khasimsab,
Kumaragiri Village, Bidiga,
Mallenahalli Post,
Chickmagalur Taluk and District.

AND ALSO RESIDING AT
Mohamadpura Village,
Halebeedu Hobli,
Belur Taluk,
Hassan District.

(By Sri.**CCS.**, Advocate for Plaintiff)

Versus**Defendant:**

Mahamad Haneef,
 Aged about 45 years,
 S/o.Shaik Ahamed
 Resident of Mahamadpura Village,
 Halebeedu Hobli,
 Belur Taluk,
 Hassan District.

(By Sri.**SNL**, Advocate for Defendant)

Nature of suit.	Permanent Injunction		
Date of institution of the suit.	02.11.2017		
Date of the commencement of recording of the evidence.	31.07.2018		
Date of the closing of evidence.	12.01.2026		
Date on which the Judgment was pronounced.	07.07.2026		
Total duration of the suit	Years 08	Months 08	Days 05

J U D G M E N T

The plaintiff has filed present suit against the defendant for the relief of permanent injunction in respect of suit schedule property.

2. The brief facts of the case of the plaintiff is as under;

The specific case of the plaintiff is that, his father Khasim Sab S/o.Hussain Sab was in possession and enjoyment of the property bearing Sy.No.579/2 measuring 1 acre 2 guntas situated Ghattadhalli Village, Halebeedu Hobli, Belur Taluk which was originally belongs to the government. He contended that, his father has spent huge amount for development of the suit schedule property. The government after recognizing the cultivation and possession of suit schedule property by his father has ordered to change of entering his name in the RTC. Thus, his father Khasim Sab and mother and himself are jointly enjoying the suit schedule property. After the death of his father, himself and his mother Pyarbhi succeeded the suit schedule property and khatha of the suit schedule property has been transferred in the name of his mother Pyarbhi. After the demise of his mother Pyarbhi, he has acquired the suit schedule property by way of inheritance as per MR No.H90/2014-15 and accordingly, he became the absolute owner and in possession of the suit schedule property. Except him neither the defendant, nor any others have

any manner of right and possession over the suit schedule property. When such being the case, the defendant colluding with persons who are not in good terms with the plaintiff has tried to evict from the suit schedule property. The defendant is powerful person in the locality and tried to interfere with plaintiff's possession and enjoyment over the suit schedule property. The defendant has not head the request of plaintiff and advise of elderly persons. Hence, plaintiff is constrained to file the present suit.

3. In response to the suit summons, the defendant entered his appearance through his counsel and filed written statement. In the written statement, the defendant has denied the plaint averments in material aspect. It is contended that, the suit schedule property was originally belongs to one Pyarbhi W/o.Mahammad Khasim Sab and her son Sulaiman Sab. The said Pyarbhi W/o.Mahammad Khasim Sab and her son Sulaiman Sab in ordered to repay the loan borrowed and for their family necessity brought the suit land for sale and accordingly Pyarbhi W/o.Mahammad Khasim Sab and her son Sulaiman Sab have

sold the suit schedule property to one Mahammad Farooqu for sale consideration of Rs.29,000/- under registered sale deed dated 03.07.1996. On the date of execution of sale deed, possession has been handed over to the said Mahammad Farooqu. Thus it becomes the absolute property of Mahammad Farooqu. The said Mahammad Farooqu on 14.01.2011 sold the suit schedule property and property bearing Sy.No. 579/1 measuring 1 acre 18 guntas to the defendant under registered sale deed. By virtue of the said sale deed, he has got the khatah into his name and enjoying the suit schedule property without any let or hindrance from any 3rd parties. The defendant contended that, the plaintiff never in possession over the suit schedule property. But, the plaintiff by creating forged documents and with an intention to snatch away the suit schedule property has filed the suit. Hence, defendants prays to dismiss the suit.

4. Heard learned counsel for the plaintiff and defendant.

5. The plaintiff in order to prove his case, got examined as PW1 and Ex.P.1 to Ex.P.3 documents have been got marked and closed his side.

6. On the contrary, the defendant in support of his case examined as DW1 and Ex.D1 to 4 documents have been got marked and closed his side.

7. After perusal of pleadings and records of the case, this court has framed the following issues.

ISSUES

1. Whether the plaintiff proves that he is in lawful possession and enjoyment of the suit schedule property?
2. Whether the plaintiff further proves the alleged interference by the defendant over the suit schedule property?
3. Whether the plaintiff is entitled for the reliefs as sought for?
4. What order or decree?

8. My findings on 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: As per final order
for the following:-

REASONS

9. **Issue No.1 and 2** : I have taken these two issues together for common discussion, as they are interlinked with each other in order to avoid repetition of facts and reasons.

10. The plaintiff in order to prove his case, got examined as PW1 and Ex.P1 to Ex.P3 documents have been got marked. Ex.P1 is Certified copy of MR No.H90/2014-15, Ex.P2 is Certified copy of RTC bearing Sy.No.579/2 situated at Ghattadahalli Village, Halebeedu Hobli, Belur Taluk and Ex.P3 is Certified copy of RTC bearing Sy.No.579/2 situated at Ghattadahalli Village, Halebeedu Hobli, Belur Taluk from 1986 to 1990.

11. On the contrary, the defendant in support of his case examined as DW1 and Ex.D1 to 4 documents have been got marked. Ex.D1 is Certified copy of registered sale deed dated 14.01.2011, Ex.D2 is Certified copy of registered sale deed dated 03.07.1996, Ex.D3 is Encumbrance certificate and Ex.D4 is MR No.T74/2023-24.

12. The plaintiff contended that, originally the suit schedule property was belongs to his father Khasim Sab S/o.Hussain Sab. His father was spent huge amount for development of suit schedule property. The government after recognizing the cultivation and possession of the suit schedule property by his father has ordered to change the revenue entries in the name of his father and accordingly his father and mother were enjoying the suit schedule property. His father died leaving behind his son plaintiff and wife Pyarbhi. After the demise of his father, his mother acquired the suit schedule property and enjoyed the same. In the meantime his mother died. After the death of his mother he has acquired the suit schedule property by way of inheritance and enjoying the same. The defendant has no right and possession over the suit schedule property. In spite of it, the defendant colluding with the persons who are not in good terms with the plaintiff is trying to evict from the suit schedule property. Hence, the plaintiff prays to decree the suit.

13. The contention of the defendant is that, originally the suit schedule property belongs to Pyarbhi W/o.Mahammad Kasim

Sab and her son Sulaiman Sab. The said Pyarbhi and Sulaiman Sab have brought the suit schedule property for sale in order to repay the loan borrowed and for family necessity. One Mahammad Farooqu S/o.Sulaiman Sab has purchased the suit schedule property from said Pyarbhi and Sulaiman Sab under registered sale deed dated 03.07.1996. Subsequently, the defendant has purchased the suit schedule property and property bearing Sy.No.579/1 measuring 1 acre 18 guntas under registered sale deed dated 14.01.2011. Thus, he became the absolute owner of the suit schedule property and enjoying the same. The plaintiff has no right and interest over the suit schedule property. Only with an intention to snatch away the suit schedule property which is in the possession of defendant has filed present suit. Hence, the defendant prays to dismiss the suit.

14. I have perused the oral and documentary evidence lead by the plaintiff. The plaintiff contended that, the suit schedule property belongs to his father Khasim Sab S/o.Hussain Sab. After his death, plaintiff and his mother Pyarbhi inherited the suit schedule property and after the demise of his mother, he has

acquired the suit schedule property as per MR No.H90/2014-15. The plaintiff in order to prove that the suit schedule property was belongs to his father has produced Ex.P3 RTC. On going through the Ex.P3 RTC it clearly discloses that, the property bearing Sy.No.579/2 measuring 1 acre 3 guntas situated Ghattadahalli Village, Halebeedu Hobli, Belur Taluk was belongs to Khasim Sab S/o.Hussain Sab. After his demise mother of the plaintiff Pyarbhi and plaintiff have acquired the suit schedule property. Further after the demise of mother of plaintiff Pyarbhi W/o.Khasim Sab, the plaintiff has inherited the suit schedule property as per the court order. The plaintiff produced Ex.P1. On going through the Ex.P1 MR No.H90/2014-15 it appears that, as per the Tahasildar order, the name of the plaintiff has been mutated in respect of suit schedule property. By virtue of Ex.P1 mutation, the name of the plaintiff has been entered in the RTC of the suit schedule property. The plaintiff produced Ex.P2. On going through the Ex.P2 as per the Ex.P1 mutation, the name of the plaintiff has been entered in the RTC of the suit schedule property.

15. The defendant contended that, originally the suit schedule property was belongs Pyarbhi W/o.Kasim Sab and Sulaiman and said Pyarbhi W/o.Kasim Sab and Sulaiman sold the suit schedule property to one Mohammad Farooqu under registered sale deed dated 03.07.1996. Thereafter, he has purchased the suit schedule property and property bearing Sy.No.579/1 measuring 1 acre 18 guntas from said Mohammad Farooqu under registered sale deed dated 14.01.2011 and thus he became the absolute owner and in possession over the same. The defendant in support said contention has produced Ex.D2. On perusal of Ex.D2 registered sale deed dated 03.07.1996 it forthcoming that originally, the suit schedule property was belongs to Pyarbhi W/o.Mohammad Khasim and her son Sulaiman Sab. The said Pyarbhi and her son Sulaiman Sab have sold the suit schedule property in favour of one Mahammad Farooqu S/o.Sulaiman Sab. Accordingly, the Mahammad Farooqu becomes the absolute owner of the suit schedule property. Subsequently, the defendant has produced the suit schedule property from said Mahammad Farooqu S/o.Sulaiman under

registered sale deed dated 14.01.2011. The defendant has produced Ex.D1. On going through the Ex.D.1 registered sale deed, it clearly discloses that, the defendant has purchased property bearing Sy.No.579/1 measuring 1 acre 18 guntas. But the defendants has not produced any documents to show that he has purchased the suit schedule property from Mahammad Farooqu. The defendant has produced the Ex.D4. On going through the Ex.D4 MR No.T74/2023-24, it appears that, as per Assistant Commissioner order, in Sy.No.579/2 out of 1 acre 2 guntas, 24 guntas has been entered in the name of government and remaining extent of 18 guntas has been ordered to entered in the name of plaintiff.

16. The plaintiff contended that, he is in possession and enjoyment over the suit schedule property. But, the plaintiff to prove that he is in possession of entire extent of suit schedule property has not produced the documents. On the other hand, as per MR No.T74/2023-24, as per the Assistant Commissioner order out of Sy.No.579/2 measuring 1 acre 2 guntas, 24 has been ordered to transferred in the name of government for formation of

revenue village and remaining 18 guntas is ordered to transferred in the name of plaintiff. On going through the Ex.D4, it shows that, the plaintiff is not in possession and enjoyment of entire extent of suit schedule property and he is in possession of only 18 guntas in Sy.No. 579/2. In a suit for injunction, first and foremost thing which the plaintiff requires to prove is his possession over entire extent of suit schedule property. Though the plaintiff contended that, he is in exclusive possession of entire extent of suit schedule property fails to prove the same. On going through the Ex.D4 it indicates that the plaintiff is in possession of only 18 guntas and not entire extent of suit schedule property. Accordingly, the plaintiff fails to prove his exclusive possession of entire extent of suit schedule property.

17. The plaintiff further contended that, though the defendant has no right and interest over the suit schedule property, the defendant colluding with the persons who are not in good terms with the plaintiff is trying to evict him from the suit schedule property and hence, plaintiff prays to restrained the defendant from interfering with his possession and enjoyment

over the suit schedule property.

18. On perusal of documents produced by the plaintiff, though the plaintiff contended that, he is in exclusive possession over the suit schedule property has not proved the same by producing the documentary evidence. Because, the plaintiff contended that, he is in possession over entire extent of suit schedule property. But, the plaintiff fails to prove the same by producing relevant documents. On the contrary, on perusal of Ex.D4, it clearly discloses that, in Sy.No.579/2 measuring 1 acre 2 guntas, 24 guntas is stands in the name of government for formation of revenue village and only 18 guntas is stands in the name of plaintiff. Accordingly, the plaintiff is not in possession of entire extent of suit schedule property and he is only in possession of 18 guntas. Accordingly, the plaintiff fails to prove his possession over entire extent of suit schedule property. The plaintiff contended that, the defendant has no right and interest over the suit schedule property. In spite of it, he is trying to interfere with his possession over the suit schedule property. But in the cross-examination the plaintiff has deposed contrary to his

case. In the cross-examination done by the counsel for the defendant he deposed that since the defendant has not cause trouble no complaint has been given with regard to causing disturbance to the suit schedule property.

19. *The relevant portion of cross-examination of PW1 is extracted as under:*

*ದಾವಾಸ್ತಿಗೆ ತೊಂದರೆ ನೀಡಿದ ಬಗ್ಗೆ ದೂರನ್ನು ಕೊಟ್ಟಿದ್ದೀರಾ ಎಂದರೆ
ತೊಂದರೆ ಕೊಟ್ಟಿಲ್ಲ ಎಂದು ನುಡಿಯುತ್ತಾರೆ.*

20. On going through the oral and documentary evidence led by the plaintiff it appears that, the plaintiff is not in exclusive possession and enjoyment over the suit schedule property. The plaintiff fails to prove his possession over entire extent of the suit schedule property. Further, the plaintiff though he contended that, the defendant is trying to interference with his possession over the suit schedule property, fails to prove the same by adducing oral and documentary evidence. On the contrary in the cross-examination the plaintiff has deposed that, since the defendant has not caused trouble he has not given any complaint. It shows that, even though the defendant has not interfered with

plaintiff's possession and enjoyment over the suit schedule property, the plaintiff has filed the present suit unnecessarily against the defendant. Accordingly, the plaintiff has utterly fails to prove his possession and alleged interference by the defendant over the suit schedule property. ***Hence, issue No.1 and 2 are answered in the Negative.***

21. **ISSUE No.3:** While answering issue No.1 and 2, this court has held that, the plaintiff fails to prove his possession over the suit schedule property. Further, while answering issue No.2, this court has held that the plaintiff has fails to prove the alleged interference by the defendant over the suit schedule property. Therefore, the plaintiff is not entitled for any relief as sought for. Therefore, without much discussing on these aspect ***issue No.3 is answered in the Negative.***

22. **ISSUE No.4:** For the forgoing reasons and discussions made supra, I proceed to pass the following;

ORDER

The suit of the plaintiff is hereby dismissed
with costs.

Draw decree accordingly.

(Dictated to the Stenographer transcribed and computerized by her,
corrected by me and then pronounced in the open court on this,
07th day of July 2026)

(Sri.Nagendra)
Prl.Civil Judge and JMFC., Belur

ANNEXURE**WITNESSES EXAMINED ON BEHALF OF THE PLAINTIFF:**

P.W.1 : Mohammad Nabhi S/o.Khasimsab.

DOCUMENTS MARKED ON BEHALF OF THE PLAINTIFF:

Ex.P1 : Certified copy of MR No.H90/2014-15.

Ex.P2 : Certified copy of RTC bearing Sy.No.579/2
situated at Ghattadahalli Village,
Halebeedu Hobli, Belur Taluk.

Ex.P3 : Certified copy of RTC bearing Sy.No.579/2
situated at Ghattadahalli Village,
Halebeedu Hobli, Belur Taluk from 1986 to 1990.

WITNESSES EXAMINED ON BEHALF OF THE DEFENDANT:

D.W.1 : Mahamad Haneef S/o.Late Shaikh Ahamed.

DOCUMENTS MARKED ON BEHALF OF THE DEFENDANT:

Ex.D1 : Certified copy of registered sale deed
dated 14.01.2011.

Ex.D2 : Certified copy of registered sale deed
dated 03.07.1996.

Ex.D3 : Encumbrance certificate.

Ex.D4 : MR No.T74/2023-24.

(Sri.Nagendra)
Prl.Civil Judge and JMFC.,
Belur.