

**IN THE COURT OF THE ADDL. CIVIL JUDGE & J.M.F.C.,
CHANNARAYAPATNA**

-:: **PRESENT** ::-

Sri. S. Chinnaswamy

B.A., LL.B.

Addl. Civil Judge & J.M.F.C.,
Channarayapatna.

Dated this the 12th day of December 2017

O.S. No. 92/2009

- Plaintiffs** :
1. Munivenkatamma W/o Govindaiah
Aged about 60 years,
 2. Ranganatha S/o Govindaiah,
Aged about 35 years,
 3. Lakshmi D/o Govindaiah, W/o Nagaraj
Aged about 33 years,
 4. Sharada D/o Govindaiah, W/o Govindaraj
Aged about 30 years,
 5. Manjula D/o Govindaiah, W/o Lokesh
Aged about 28 years,
 6. Srinivas S/o Govindaiah
Aged about 24 years,

All are R/o Dantaramukhi, Near
Kerekodamma Temple, Jyothi Nagara Post,
Chikkamagaluru.

7. Sunitha S/o Govindaiah, W/o Nagaraj
Aged about 26 years, Kalluru Post,
Edehalli, Ilvala Hobli, Mysore Taluk.

(By Sri. K.N.S., Advocate)

-V/s-

-:: J U D G E M E N T ::-

It is a suit for partition, declaration and such other reliefs.

2. ***It is case of the plaintiff that:***

The plaintiff husband and defendant No.1 are the son of Rangaiah and Muniyamma and said Rangaiah is son of Chinnaiah and Mariyamma. The plaintiff husband died on 21-08-2007, living behind three male children and 4 female children and eldest son Swamy died on 24-04-2006. The suit schedule properties are the ancestral and joint family properties of plaintiff and defendant No.1 And plaintiff husband and defendants were in joint family and enjoying the suit schedule properties jointly, since the income in the suit schedule properties is very less, in order to maintain the family, the defendant No.1 has left the village 10 years back and residing in Chikkamagalore Village with his family and plaintiff husband and defendant No.1 are cultivating the suit schedule properties, during the life time of plaintiff husband prior to death of her husband, he had demanded the 1st defendant to allot his share, but the defendant has drag on the divide share of the plaintiff husband and 1st defendant has sold the suit schedule properties to the other defendants without having any legal necessities in the family of plaintiff and defendants and alienation caused

by the defendant No.1 and 2 are not binding on the share of the plaintiff. Hence, pray for decree the suit.

3. On the other hand, the defendant No.1 has not filed his written statement, but engaged the counsel and defendant No.2 and 3 have filed their written statement, therein denied the entire plaint averments and taken the specific contention that, the plaintiff has not made the 3rd son by name Swamy who died on 24-04-2006, he is the necessary party to this suit and suit filed by the plaintiff is barred by law of limitation and further contended that, the suit schedule property item No.1 situated at Gulasinda Village, bearing Sy.No.20/1 measuring 2 Acre 4 guntas is false and it is only having 37 guntas and said property was originally belongs to Nanjegowda S/o Rangegowda, he has sold the said property on dated 12-10-1949 to the grand father of the plaintiff and father of the defendant No.1 Rangaiah, it was his self acquired property, and during life time of said Rangaiah, he has sold the said property to one Abdul Suban on dated 14-03-1967, measuring 27 gutnas and then said Abdul Suban has sold the said property in favour of defendant No.2 Lakshamma and said property item No.1 bearing Sy.No.20/1 measuring 37 guntas is self acquired property of defendant No.2 and then defendant No.2 has sold the said property to the defendant No.3 on dated 26-10-

2005 and defendant No.3 is in possession and enjoyment of the item No.1 of the suit schedule property, she is a bonafide purchaser for value.

4. And further item No.3 bearing Sy.No.188 was purchased by the Rangaiah father of the defendant No.1 and father-in-law of plaintiff No.1 measuring 2 Acre from one Lakshamma W/o Thimmegowda and then said Rangaiah has sold the said property to one C.V. Puttaraju S/o C.V. Veerabadrashetty on dated 28-02-1994 and said Puttaraju has sold the said property to 3rd defendant on 10-11-1995. Hence she is the bonafide purchaser for value and plaintiff has not made the Lakshamma W/o Thimmegowda and C.V. Puttaraju S/o Veerabadrashetty as necessary party. Hence suit is bad for non joinder of necessary party. Hence, prays for dismiss the suit.

5. Further the defendant No.4 has filed his written statement therein he denied the entire plaint averments and taken the specific contention that, the suit schedule property item No.2 was originally belongs to Rangaiah S/o Chinnaiah who is father-in-law of 1st plaintiff and father of 1st defendant and said property was the self acquired property of said Rangaiah, he has sold the property under registered sale deed dated 22-12-1992 in favour of defendant No.4 and he is in possession and

enjoyment of the suit schedule property item No.2 and the plaintiff with collusion of defendant No.1 has filed this false suit, in order to grab the suit schedule properties. Hence, he is the bonafide a purchaser for value. Hence, prays for dismiss the suit with cost.

6. On the Basis of the pleadings of both the parties, the following issues were framed by predecessor of this court.

-:: ISSUES ::-

- 1. Whether the plaintiff proves that, suit schedule properties are ancestral properties of himself and defendants?***
- 2. Whether the plaintiff proves that, himself and defendants are members of Hindu Undivided family?***
- 3. Whether plaintiff proves that, suit schedule properties are self acquired properties of 1st defendant?***
- 4. Whether the 2nd and 3rd defendants are bonafide purchaser?***
- 5. Whether the suit bad for non-joinder of necessary party?***
- 6. Whether the suit is barred by law of limitation?***
- 7. Whether plaintiff is entitled for share in suit property? If so what is the share?***
- 8. What order or decree?***

7. In order to prove the above issues the plaintiff herself examined as P.W.1 and got marked Ex.P.1 to 19 in his favour, in her chief-examination the plaintiff has reiterate the plaint averments.

Defendant herself examined as D.W.1 and examined four witnesses by name Puttaranga, Venkataswamy, Kumaraswamy and Channakeshava as D.W.2 to D.W.5 and got marked Ex.D.1 to 19.

8. Having regard to the pleadings, evidence adduced by the both sides and arguments of both sides and examined the materials placed on records, this court findings on the above issues are as hereunder:

Issue No.1	-	In the Negative
Issue No.2	-	In the Affirmative
Issue No.3	-	Stricked out
Issue No.4	-	In the Affirmative
Issue No.5	-	In the Negative
Issue No.6	-	In the Affirmative
Issue No.7	-	In the Partly Affirmative
Issue No.8	-	As per final order for the following :-

-:: REASONS ::-

9. **ISSUE NO.1 AND 2:-** These two issues are inter-linked, to each other are taken for common discussion to avoid the repetition of facts.

10. That in order to prove this issues plaintiff himself examined as P.W.1 and got marked Ex.P.1 to 19 documents and he has reiterate the plaint averments in his chief-examination.

11. The specific case of the plaintiff that, the plaintiffs and defendant No.1 and 2 are the joint family members and suit schedule properties are the ancestral and joint family properties of plaintiffs and defendant No.1. In support of his oral testimony, plaintiff has produced the Ex.P.1 is the Genealogical Tree, it discloses that, the one Chinnaiah having son by name Rangaiah and said Rangaiah having two children, they are husband of plaintiff and defendant No.1 and there is no dispute with regard to the relationship between plaintiff and defendants.

12. But it is specific contention of plaintiff that, the suit schedule properties are ancestral and joint family properties of plaintiffs and defendants are the joint family members. In this regard, the plaintiff has produced the Ex.P.2 is the Schedule certificate issued by the Village Accountant in respect of suit schedule properties item No.1 to 3 and further plaintiff has produced the Ex.P.3 and 4 in respect of item No.1 of the suit schedule properties it discloses that, the suit schedule property item No.1 measuring 37 guntas, but as per the plaint averments measurement mentioned in the schedule 2 Acre 4 guntas, but the plaintiff has not produced any single document to show that, the property bearing Sy.No.20/1 measuring 2 Acre 4 guntas and further plaintiff has produced the Ex.P.8 is the RTC extract for the year 1969-70 to 1973-74, it discloses

that, the total property measurement is 2 Acre 4 guntas, but in column No.12 there is no name of the Rangaiah is mentioned or it is not mentioned for what extent the said Rangaiah, having right over the suit schedule property item No.1. In this regard, the plaintiff has not produced clear document as to the extent of 2 Acre 4 guntas. On the other hand, the defendant No.2 and 3 have taken the specific contention that, the suit schedule property item No.1 is measuring only 37 guntas not measuring 2 Acre 4 guntas. Accordingly, this court cannot come to the conclusion that, the suit schedule property item No.1 is measuring 2 Acre 4 guntas, it is only measuring 37 guntas and said property is standing in the name of defendant No.3 as per the M.R.No.19/2005-06. In this regard, the defendant No.2 and 3 have filed their written statement therein, they have contended that, the suit schedule property item No.1 is measuring 37 guntas, originally was belongs to Nanjegowda S/o Rangegowda and said Nanjegowda has sold the said property to Rangaiah S/o Chinnaiah and it is his self acquired property and during his life time, the said Rangaiah has sold the said property dated 14-03-1967 to one Abdul Suban S/o Abdul Aziz and said Abdul Suban has sold the said property to defendant No.2 and defendant No.2 has sold the same on dated 16-06-1997 to the 3rd defendant. In this regard, the defendant No.3 husband Puttaranga examined as D.W.2 on the basis of G.P.A., he has got marked

Ex.D.4 to 19 documents in his favour. Ex.D.4 is the GPA executed by defendant No.3 in favour of her husband Puttaranga and further defendant No.2 has produced the Ex.D.5 is the sale deed dated 26.10.2005, which is executed by defendant No.2 in favour of defendant No.3. On looking to the recitals of the said defendant No.2 it discloses that, the defendant No.2 had purchased the suit schedule property item No.1 from Abdul Suban on dated 17-02-1993. And in this regard, D.W.2 has produced the Ex.D.6 is the Sale Deed dated 17-02-1993 it also discloses that, the said Abdul Suban had purchased the suit schedule property from one Rangaiah S/o Chinnaiah on dated 14-03-1967. In this regard, the D.W.2 has produced the Ex.D.12 is the registered sale deed dated 14.03.1962 it discloses that, the said Rangaiah has sold the said property to one said Abdul Suban and further D.W.2 has produced the registered sale deed dated 12-10-1949 marked at Ex.D.11. which is executed by Nanjegowda in favour of father of defendant No.1 and father-in-law of plaintiff. On looking to the Ex.D.11 it clearly discloses that, the suit schedule property item No.1 is self acquired property of Rangaiah, during his life time, for his family legal necessities, he has sold the same. Hence, item No.1 is not the ancestral and joint family properties of plaintiffs and defendant No.1.

13. Further plaintiff has produced the Ex.P.7 is the RTC extract in respect of item No.2 of the suit schedule property, on looking to the Ex.P.7 it discloses that, the Ramegowda S/o Naagaiah Hegde is owner in possession of the suit schedule property item No.4. And further plaintiff has produced the Ex.P.17 is the Certified copy of the Registered sale deed dated 22-12-1992, which is executed by Rangaiah S/o Chinnaiah in favour of defendant No.4 Ramegowda. On looking to the Ex.P.17 it discloses that, the suit schedule property item No.2 is the self acquired property of said Rangaiah, he has sold to defendant No.4 for his legal necessities and very recitals of the said document it discloses that, it is self acquired property of Rangaiah and further it is case of the defendant No.4 that, the father of the defendant No.1 and father-in-law of the plaintiff has sold the suit schedule property item No.2 in his favour and he is the bonafide a purchaser. And in this regard, the defendant No.4 examined as D.W.1 and got marked Ex.D.1 to 3 documents. On looking to the documents produced by the Ex.D.1 to 3 and Ex.P.17 Sale deed and RTC extract and Mutation Register clearly discloses that, he is in possession and enjoyment of suit schedule property and same has been sold in his favour by the one Rangaiah. Hence, this property is absolute property of said Rangaiah. Accordingly, this court has come to the conclusion that, the suit schedule property item No.2 is the self acquired property of Rangaiah and not joint

family property of plaintiffs and defendants and further plaintiff has produced the Ex.P.5, 6, 9 to 11, on looking to the said document it discloses that, the suit schedule property item No.3 standing in the name of Rangaiah S/o Dombara Chinnaiah as per M.R. No.31/93-94. And further Ex.P.9 discloses that, the said Rangaiah was in possession in the year 1981-82 and further Ex.P.10 is the RTC extract it discloses that, in the year 1996-97 to 2000-01 the name of the Nanjamma and Giriappa has been entered and total measuring 5 Acre 19 guntas in Sy.No.188 out of which 1 Acre 20 guntas and 2 Acre was standing in the name of Lakshamma W/o Thimmegowda and then changed in the name of Rangaiah S/o Dombara Chinnaiah and further Ex.P.13 it discloses that, in Sy.No.188 measuring 20 guntas was in the name of C.V. Puttaraju S/o Veerabadrashetty and then it was changed in the name of Chandamma W/o Puttarangappa and further it is case of the defendant No.1 and 2 that Sy.No.188 measuring 2 Acre was originally belongs to Lakshamma W/o Thimmegowda and same is purchased by Rangaiah on dated 26-12-1962 and then said Rangaiah has sold the 20 guntas, out of 2 Acre in favour of C.V. Puttaraju S/o C.V. Veerabadra Shetty on dated 28-10-1994 and the said C.V. Puttaraju has sold the 20 guntas in favour of defendant No.3 dated 10-11-1995 and in this regard, the defendant No.3 husband examined as D.W.2 and got marked Ex.D.4 to 19 documents in his favour.

Ex.D.5 is the Original Sale deed dated 28-02-1974 in respect of item No.1 and further produced Ex.D.6 in respect of item No.1, Ex.D.8 is the Registered sale deed dated 28-02-1994 which is executed by Rangaiah and his 2nd son Chinnaiah in respect of item No.3 of the suit schedule property in favour of C.V. Puttaraju in respect of item No.3, out of which 20 guntas and Ex.D.9 is the Registered Sale deed dated 10-11-1995 which is executed by C.V. Puttaraju in favour of defendant No.3 Chandramma. Ex.D.10 is the Certified copy of the Registered sale deed dated 26.12.1962 which is executed by one Lakshamma in favour of plaintiff father-in-law Rangaiah. It also discloses that, the suit schedule property item No.3 measuring 2 Acre originally purchased by the Rangaiah out of 2 Acre he has sold 20 guntas in favour of C.V. Puttaraju and said C.V. Puttaraju has sold the same in favour of defendant No.3 and remaining 1 Acre 20 guntas is standing in the name of Rangaiah S/o Dombara Chinnaiah, the said property has not been sold by the father-in-law of the plaintiff and defendant No.1 and he has died intestate without disposing the same. Accordingly, the said property item No.3 measuring 1 Acre 20 guntas is only liable to be partition among the plaintiff and defendant No.1 as per Section 8 of Hindu Succession Act and further it is very relevant to note the cross examination of P.W.1, in cross examination P.W.1 is categorically admitted that, as follows:

“ಗೋವಿಂದಯ್ಯನ ತಂದೆ ಹೆಸರು ರಂಗಯ್ಯ. ರಂಗಯ್ಯನ ತಂದೆಯ ಹೆಸರು ಚಿನ್ನಯ್ಯ. ಚಿನ್ನಯ್ಯ ಮತ್ತು ರಂಗಯ್ಯರವರಿಗೆ ಯಾವುದೇ ಪಿತ್ರಾರ್ಜಿತ ಸ್ವತ್ತು ಇರಲಿಲ್ಲ. ಗೋವಿಂದಯ್ಯ ಬಿನ್ ರಂಗಯ್ಯ ಚಿನ್ನಯ್ಯ ಬಿನ್ ರಂಗಯ್ಯರವರಿಗೆ ಯಾವುದೇ ಪಿತ್ರಾರ್ಜಿತ ಆಸ್ತಿ ಇರಲಿಲ್ಲ. ನನ್ನ ಮದುವೆಗಿಂತ ಮೊದಲು ನನ್ನ ಮಾವ ರಂಗಯ್ಯ ವ್ಯವಸಾಯ ಮಾಡುತ್ತಿದ್ದರು. ಅವರು ಯಾವ ಯಾವ ಸರ್ವೆ ನಂ.ಗಳಲ್ಲಿ ವ್ಯವಸಾಯ ಮಾಡುತ್ತಿದ್ದರು ಎಂದು ನನಗೆ ಗೊತ್ತಿಲ್ಲ. ನನ್ನ ಗಂಡ ಗೋವಿಂದಯ್ಯ ಮತ್ತು ಚಿನ್ನಯ್ಯ ಇವರಿಬ್ಬರೂ ಗಾರೆ ಕೆಲಸ ಮಾಡುತ್ತಿದ್ದರು”.

“ದಾವಾ ಆಸ್ತಿಗಳು ಗೋವಿಂದಯ್ಯ ಮತ್ತು ಚಿನ್ನಯ್ಯರವರಿಗೆ ಹೇಗೆ ಬಂದಿದೆ ಎಂದು ನಾನು ತಿಳಿದುಕೊಂಡಿರುವುದಿಲ್ಲ. ದಾವಾ ಸರ್ವೆ ನಂ. ಮತ್ತು ಚಿಕ್ಕುಬಂದಿ ನನಗೆ ಹೇಳಲು ಬರುವುದಿಲ್ಲ. ದಾವಾ ಆಸ್ತಿಗೆ ಯಾರು ಕಂದಾಯ ಕಟ್ಟುತ್ತಿದ್ದಾರೆ ಎಂದರೆ ಎಲ್ಲಾ ಆಸ್ತಿಗಳನ್ನು ಮಾರಾಟ ಮಾಡಿದ್ದಾರೆಂದು ನುಡಿಯುತ್ತಾರೆ. ನಾನು, 1 ಮತ್ತು 2ನೇ ಪ್ರತಿವಾದಿ ವಿಶ್ವಾಸದಿಂದ ಇರುತ್ತೇವೆಂದರೆ ಸರಿ. ದಾವಾ ಆಸ್ತಿಯು ಗೋವಿಂದಯ್ಯ ಮತ್ತು ಚಿನ್ನಯ್ಯರವರ ಪಿತ್ರಾರ್ಜಿತ ಆಸ್ತಿಗಳು ಎನ್ನುವ ಬಗ್ಗೆ ಯಾವುದೇ ದಾಖಲಾತಿಗಳು ಇರುವುದಿಲ್ಲ. ಸರ್ವೆ ನಂ.188 ರಂಗಯ್ಯರವರಿಗೆ ಹೇಗೆ ಬಂತು ಎಂದು ನನಗೆ ಗೊತ್ತಿಲ್ಲ”.

“ನನ್ನ ಗಂಡ ಗೋವಿಂದಯ್ಯ ಮತ್ತು ನನ್ನ ಮೈದುವನ ಚಿನ್ನಯ್ಯರವರಿಗೆ ದಾವಾ ಆಸ್ತಿಗಳು ಪಿತ್ರಾರ್ಜಿತ ಆಸ್ತಿಗಳು ಅಲ್ಲ ಎಂದರೆ ಸರಿ. ಒಟ್ಟು ಕುಟುಂಬದಲ್ಲಿ ವಾಸಿಸುತ್ತಿದ್ದ ಬಗ್ಗೆ ಯಾವುದೇ ದಾಖಲಾತಿಗಳು ಇರುವುದಿಲ್ಲ. ರಂಗಯ್ಯ ಬಿನ್ ದೊಂಬರ ಚಿನ್ನಯ್ಯ ಇವರು ತಿಮ್ಮೇಗೌಡ ಹೆಂಡತಿ ಲಕ್ಷ್ಮಮ್ಮರವರಿಂದ ಸರ್ವೆ ನಂ.188 ನ್ನು ಕ್ರಯಕ್ಕೆ ಪಡೆದುಕೊಂಡಿದ್ದರು ಎಂದರೆ ಕೊಂಡಿರಬಹುದು. ರಂಗಯ್ಯ ಬಿನ್ ದೊಂಬರಚಿನ್ನಯ್ಯರವರಿಗೆ ಸರ್ವೆ ನಂ.188 ಸ್ವಯಾರ್ಜಿತ ಆಸ್ತಿ ಎಂದರೆ ನನಗೆ ಗೊತ್ತಿಲ್ಲ. ಹಾಗೂ ದಾವಾ ಐಟಂ ನಂ.1 ರಲ್ಲಿ 37 ಗುಂಟಿಯನ್ನು ರಂಗಯ್ಯರವರು ಕ್ರಯಕ್ಕೆ ಪಡೆದಿದ್ದರು ಎಂದರೆ ಇರಬಹುದು. 2ನೇ ಪ್ರತಿವಾದಿ ಸದರಿ ಐಟಂ ನಂ.1 ನ್ನು 3ನೇ ಪ್ರತಿವಾದಿಗೆ ದಿನಾಂಕ 26-10-2010 ರಂದುಜ ಮಾರಾಟ ಮಾಡಿದ್ದರು ಎಂದರೆ ಸರಿ. ನಾನು ಈ ದಾವೆಯಲ್ಲಿ ಅಬ್ದುಲ್ ಸುಬಾನ್ ಮತ್ತು ನಂಜೇಗೌಡರವರನ್ನು ಈ ದಾವೆಯಲ್ಲಿ ಪಾರ್ಟಿಯಾಗಿ ಮಾಡಿರುವುದಿಲ್ಲ”.

14. On looking to the evidence of P.W.1 It clearly discloses that, the suit schedule properties item No.1 to 3 are the self acquired property of Rangaiah and not the ancestral property of Rangaiah either the plaintiff or defendants. Accordingly, suit schedule property item No.1 to 3 are the self acquired property of Rangaiah and he has sold item No.1 and 2 are also in item No.3 measuring 20 guntas to the defendant No.3 to 5 and plaintiff has not stated anything about the defendant No.5, why he has made as a party in this suit, no where in her pleading she has not disclosed the role of defendant No.5. Hence suit against defendant No.5 is liable to be dismissed. Accordingly, in item No.3 remaining property measuring 1 Acre 20 guntas is liable to be partition between plaintiff and defendant No.1, since the father of the defendant No.1 and father-in-law of plaintiff has died without intestate. Further the plaintiff and defendant No.1 are the joint family members and the suit schedule property item No.4 is concerned the plaintiff has not produced any single document to show that, the suit schedule property item No.4 is the joint family property. Accordingly, Hence, Issue No.1 is answered in the **NEGATIVE** and Issue No.2 is answered in the **AFFIRMATIVE**.

15. **ISSUE NO.3**:- This issue is improperly framed. Hence, this issue is stricked out.

16. **ISSUE NO.4**:- It is burden on proving this issue casted upon the defendant No.2 and 3. the defendant No.3 husband examined as D.W.2 defendant No.4 examined as D.W.1 and they have pleaded that, the suit schedule properties are the self acquired property of Rangaiah, he had sold the suit schedule property item No. 1 to 3 in favour of defendant No.3 and 4 and same is for the legal necessity of Rangaiah and they are the bonafide purchaser and document produced by the D.W.1 and D.W.2 established that, they are the bonafide purchaser for the value. Accordingly, Issue No.4 is answered in the **AFFIRMATIVE**.

17. **ISSUE NO.5**:- It is also burden caste upon the defendant to prove that, the suit is bad for non joinder of necessary parties according to the defendant No.2 and 3. The plaintiff has not joined as a necessary party one Lakshamma and C.V. Puttaraju and suit is bad for non joinder of necessary parties, but as per the contention of the defendant, the plaintiff father-in-law has already sold the said property in favour of the defendant No.2 and 3 and also various persons in various dates now the said persons are not necessary parties to the proceedings in order to adjudicate the matter in dispute. Hence, issue No.5 is answered in the **NEGATIVE**.

18. **ISSUE NO.6**:- As per the contention of the defendant No.2 to 4 the suit is barred by law of limitation, but first instance it is burden on the plaintiff to prove that, the suit schedule properties are ancestral and joint family properties of plaintiff and defendant. But the plaintiff has utterly fail to prove that, the suit schedule property item No.1 to 4 are the ancestral properties of plaintiff and defendant. And on considering facts and circumstances of the case on material available on record, this court has come to the conclusion that, the suit schedule property item No.3 only the joint family property of plaintiff and defendant No.1 measuring 1 Acre 20 guntas and said property is the self acquired property of Rangiah and he has died intestate and said property has to be devolved on plaintiff and defendant No.1 as per sec.8 of Hindu Succession Act and remaining item No.1 and 2 is concerned the plaintiff had to challenge sale deed within 3 years from the date of execution of the sale deed as per Article 59 of limitation Act. But the plaintiff has filed the suit even after limitation of 3 years it is hopelessly barred by law of limitation. Accordingly, Issue No.6 is answered in the **AFFIRMATIVE.**

19. **ISSUE NO.7**:- As discussed in the above issues the property in item No.3 only measuring 1.20 guntas has been remained by one Rangaiah and he has died intestate and property shall be devolved on his

legal heirs as per section 8 of Hindu Succession Act and item No. 1 and 2 are concerned it is self acquired property of Rangaiah he has sold those properties during his life time for his legal necessities and item No. 4 is concerned plaintiff has not produced any single document to show that, the suit schedule property item No.4 belongs to joint family of the plaintiff and defendant No.1 Accordingly, suit in respect of item No.1, 2, 4 are dismissed and plaintiffs are only entitled to ½ share in the suit schedule property item No.3. Hence, Issue No.7 is answered in the **PARTLY AFFIRMATIVE.**

20. **ISSUE NO.8:-** For above discussion this court proceed to pass the following;

--: ORDER :-

The suit of the plaintiff is partly decreed in respect of item No.3 and item NO.1, 2 and 4 are concern is dismissed.

Plaintiffs are entitled to ½ share in the suit schedule property item No.3.

No order as to cost.

***Draw preliminary decree
accordingly.***

(Dictated to the stenographer and typed by her and then corrected by me, then judgement is pronounced in open court on 12th day of December 2017)

(S. Chinnaswamy)
Addl. Civil Judge & J.M.F.C.,
Channarayapatna.

-:: ANNEXURE ::-

1. List of witnesses examined for plaintiffs:-

PW-1 : Munivenkatamma

2. List of documents marked for plaintiffs:-

Ex.P-1 : Genealogical Tree
Ex.P.2 : Boundary Certificate
Ex.P.3 to 7 : RTC extract
Ex.P.8 to 11 : Manual RTC
Ex.P.12 to 15 : Mutation registers
Ex.P.16 : New Mutation
Ex.P.17 : Certified copy of Sale deed dated 22-12-1992
Ex.P.18 & 19 : Katha extract

3. List of witnesses examined for Defendants : -

DW-1 : Ramegowda
DW-2 : Puttaranga
DW-3 : Venkataswamy
DW-4 : Kumaraswamy
DW-5 : Channakeshav

4. List of documents marked for Defendants : -

Ex.D-1 : RTC extract
Ex.D-2 : Mutation
Ex.D-3 : Sale deed
Ex.D-4 : G.P.A.
Ex.D-5 : Sale deed dated 28-02-1994

Ex.D-6	:	Sale deed dated 17-02-1993
Ex.D-7	:	Sale deed dated 14-03-1967
Ex.D-8	:	Sale deed dated 28-02-1994
Ex.D-9	:	Sale deed dated 10-11-1995
Ex.D-10	:	Sale deed dated 26-12-1962
Ex.D-11	:	Sale deed dated 12-10-1949
Ex.D-12	:	Sale deed dated 14-03-1962
Ex.D-13	:	Mutation
Ex.D-14 to 16	:	RTC extract
Ex.D-17 & 18	:	Patta Book
Ex.D-19	:	Bu Hiduvali Certificate

(S. Chinnaswamy)
Addl. Civil Judge & J.M.F.C.,
Channarayapatna.