



Presented on : 28-06-2022

Registered on : 28-06-2022

Decided on : 15-04-2026

Duration : 03 Years 09 Months 17 Days

**IN THE COURT OF THE SENIOR CIVIL JUDGE &
JMFC, CHINCHOLI**

DATED THIS THE 15TH DAY OF APRIL-2026.

:-PRESENT:-

Anil Shekhanavar, B.Com., L.L.B. (Spl)
SENIOR CIVIL JUDGE & J.M.F.C
CHINCHOLI.

O.S. No. 72/2022

Plaintiff/s :	1. Ramchandrar S/o Late Bheemu, Age: 79 Years, Occ: Agriculture, R/o Sakrunayak Tanda of Mogha Taluka Kalagi, District: Kalaburgi. 2. Harishchandra S/o Late Bheemu, Age: 60 Years, Occ: Agriculture, R/o Sakrunayak Tanda of Mogha Taluka Kalagi, District: Kalaburgi. 3. Laxmibai W/o Late Heeru, Age: 55 Years, Occ: Agriculture & household, R/o Sakrunayak Tanda of Mogha Taluka Kalagi, District: Kalaburgi. 4. Deelip S/o Late Heeru, Age: 22 Years, Occ: Agriculture, R/o sakrunayak Tanda of Mogha, Taluka Kalagi, District: Kalaburgi.
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	5. Vijaykumar S/o Late Heeru, Age: 20 Years, Occ: Agriculture, R/o Sakrunayak Tanda of Mogha, Taluka Kalagi, District: Kalaburagi. 6. Gannu S/o Late Bheemu, Age: 58 Years, Occ: Agriculture, R/o Sakrunayak Tanda of Mogha Taluka Kalagi, District: Kalaburgi. (By Sri. S.G.Japatti. Advocate)
	Vs.
Defendant/s	1. Siddappa S/o Hashappa, Age: 49 Years, Occ: Agriculture, R/o Mogha Village of Taluka Kalagi, District: Kalaburgi. 2. Ramanna S/o Nagappa, Age: 43 Years, Occ: Agriculture, R/o Mogha Village of Taluka Kalagi, District: Kalaburgi. (By Sri. M.S.Sunkad, Advocate)

Date of Institution of the Suit	28-06-2022
Nature of the suit	Declaration of ownership and perpetual injunction
Date of the commencement of recording of the evidence	04-03-2024
Date on which the judgment was Pronounced	15-04-2026
Total Duration	Year/s Month/s Day/s 03 09 17

**JUDGMENT**

This suit is filed by the plaintiffs against the defendants seeking for the relief of declaration of ownership in respect of suit land Sy. No. 44 measuring 03 acres 29 guntas situated at Mogha Village, Taluka Kalagi (old Taluka Chincholi) and declaration of registered sale deed bearing document No. 1891/2019-20 dated 05-12-2019 is null and void and not binding to the plaintiffs and consequential relief of permanent injunction and grant any other reliefs fit.

2. The averments of the plaint in brief are as follows:

The plaintiff No. 1 is the elder brother of the plaintiff No. 2 and 6, plaintiff No. 4 and 5 are the son of late Heeru who is none other than one of the brother of plaintiff No. 1, 2 and 6 and husband of plaintiff No. 3. The defendant No. 1 and 2 are not related to the plaintiffs and on the other hand, they related to each other as distance relatives. The suit



land Sy. No. 44 measuring 07 acres 18 guntas situated at Mogha Village of Taluka Chincholi was owned and possessed by one Shivappa Haibati and Siddappa Haibati both are resident of Mogha Village, Taluka Chincholi and both are divided the said land to the extent of 03 acres 29 guntas each. During the life time of Shivappa Haibati Kurubururu was sold his share to the extent of 03 acres 29 guntas in the Sy. No. 44 to one Beemu S/o Gemu for valuable consideration on dated 30th day of Shabaan 1957 H on Monday in presence of Siddappa Haibati, Bheemrao S/o Laxmanna through unregistered sale deed. Accordingly, the name of the Beemu was mutated in the revenue records. The another land to the extent of 03 acres 29 guntas of Sy. No. 44 was sold out by the Siddappa Haibati in favor of Ramanna S/o Yellappa Upar. Thereafter during the year 1973-74 one person by name Siddappa S/o Hashappa Upar, Resident of Mogha mutated his name to the extent of 07



acres 18 guntas in the suit land Sy. No. 44 behind back without the knowledge of the plaintiffs and their ancestors. Said Siddappa S/o Hashappa was sold out in favor of Ramanna S/o Nagappa, resident of Mogha Village to the extent of 07 acres 18 guntas in Sy. No. 44 through registered sale deed bearing document No. 1891/2019-20 dated, 05-12-2019. Accordingly, Ramanna S/o Nagappa was approached to the Revenue Department and request to mutation of land Sy. No. 44 measuring 07 acres 18 guntas in his name, but the revenue authorities saw the name of the plaintiff's elder members in record of rights, they have issued notice to the plaintiff's family members. Then the family members of the plaintiff's objected to the mutation but the said Siddappa S/o Hashappa misrepresenting before the revenue authorities wrongly mutated the suit land stating that it is owned by Siddappa S/o Hashappa. Then the said Ramanna S/o Nagappa was trying to interference



into the suit land which is owned and possessed by Siddappa Haibati and Shivappa Haibati with the contention that he has purchased the entire land and trying to dispossess the plaintiff's from the suit land. The defendant No. 1 without any right, title over the suit land behind the back and with collusive with revenue officials, they obtained the false records from the revenue officials and sold the said land in favor of defendant No. 2 Ramanna S/o Nagappa. Hence, plaintiffs have constrained to file the present suit.

3. After service of summons, the defendants appeared through their counsel and filed their written statement. Wherein they denied the averments of the plaint as false and baseless and called upon the plaintiffs to strict proof of the same. The Shivappa Haibati and Siddappa Haibati were not owned and possessed of the suit land measuring 07 acres 18 guntas in Sy. No. 44 in fact the ancestors of the defendant



No. 2 was the owner and possessor of the suit land. The plaintiffs in order to file the suit, they created alleged unregistered sale deed showing nominal consideration of Rs.100/- in the name of said Beemu S/o Gemu to the extent of 03 acres 29 guntas, which is now belongs to the defendant No. 2. The said unregistered sale deed has got no value in the eye of law. The said Beemu nor said Tarabai have got any right, title over the suit land. The said Shivappa Haibati and Siddappa Haibati were not joint owner and possessor of the land Sy. No. 44 total measuring 07 acres 18 guntas nor they have sold out the said land to the extent of 03 acres 29 guntas each to Beemu and Ramanna respectively. The ancestor of the defendant No. 2 was in possession of entire suit land in Sy. No. 44 measuring 07 acres 18 guntas, but the suit lands stands in the name of Siddappa S/o Hashappa. According to the knowledge of these defendants, the said Siddappa Haibati and Shivappa



Haibati whose names appears in the ROR of entire suit land Sy. No. 44 since from 1954-55 till 1968-69 and when they sold out the said land to said Siddappa S/o Hashappa i.e., defendant No. 1, his name appeared from 1978-79. Accordingly, the name of the defendant No. 1 got appeared in the ROR from 1978-79 as owner and possessor of entire land Sy. No. 44 measuring 07 acres 18 guntas. The defendant No. 1 has sold out the suit land in favor of defendant No. 2 through valid registered sale deed vide document No. 1891/19-20 dated 05-11-2019. Since the date of purchase the defendant No. 2 is in actual and physical possession over the suit land as lawful purchaser. At no point of time neither deceased Shivappa Haibati, Siddappa Haibati nor the deceased Beemu Ramanna and present plaintiffs were possession over the suit land. When the defendant No. 2 initiated mutation proceedings of suit lands in his name on the basis of valid registered sale deed then



the concerned Tahsildar given active support to the plaintiffs on the basis of false and baseless objection filed by the plaintiffs, has directed the parties to approach competent Civil Court, then the plaintiffs have filed the present false suit with a malafide intention to cause loss and harass to the defendants. Hence, they pray to dismiss the suit with compensatory cost.

4. On the basis of the above pleadings of the parties, this Court has framed the following:

ISSUES

- 1. Whether the plaintiffs prove that they are the absolute owners and in possession of the suit schedule property?**
- 2. Whether the plaintiffs prove the alleged interference by the defendants over the Suit Schedule Property?**



3. Whether the plaintiffs prove that the sale-deed dated 05-12-2019 is null and void and not binding on the plaintiffs?

4. Whether the plaintiffs have paid proper Court fee?

5. Whether the plaintiffs are entitled for the reliefs sought?

6. What order or decree?

5. The plaintiffs to prove their case, G.P.A holder of plaintiffs has examined before the court as PW-1, got marked the documents as Ex.P-1 to Ex.P-18 documents and two additional witnesses examined as PW-2 and PW-3. On the other hand, the defendants to prove their defense, the defendant No.2 has been examined before the court as DW-1, got marked Ex.D-1 to Ex.D-6 documents and two additional witnesses examined as DW-2 and DW-3.



6. Heard the arguments of the learned counsel appearing for the parties and also perused their written argument and perused the materials on record.

7. My findings of this Court on the above said 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	: Does not survive
Issue No.5	: In the Negative
Issue No.6	: As per final order, for the following:

REASONS

8. **ISSUE No.1 AND 3** :- These issues are interconnected with each other. Hence in order to avoid the repetition of discussion they are taken together for common discussion.

As per section 101 and 103 of the Indian Evidence Act the burden is on the plaintiffs to establish that they are the absolute



owners in peaceful possession of the suit schedule property by way of succession. In order to establish their case, the G.P.A., holder of plaintiffs has examined as PW-1 by way of filing of affidavit evidence in lieu of in examination in chief, wherein he has deposed in consonance with the plaint averments. PW-1 in support his oral evidence has got marked Ex.P1 to Ex.P18 documents. Ex.P1 to 3 are the revenue receipts. Ex.P4 is the Sale and Purchase Agreement in Urdu Language. Ex.P4(a) is the translation from Urdu documents to English. Ex.P5 is the endorsement issued by the Deputy Tahsildar, Kalagi. Ex.P6 is the record of rights in respect of Sy. No. 44. Ex.P7 is the record of rights in respect of Sy. No. 44. Ex.P8 is the attested copy of order sheet issued by the Sheristedar of Tahasil Office Kalagi. Ex.P9 is the attested order copy issued by the Sheristedar, Tahsildar Office of Kalagi. Ex.P10 is the attested copy of notice issued by the Sheristedar, Tahasil Office, Kalagi. Ex.P11 is the attested mutation register copy issued by the Sheristedar,



Tahsildar Office, Kalagi. Ex.P12 and 13 are the attested copy of receipts of payment of stamp duty. Ex.P14 is the copy of sale deed with digital signature of Sub-Registrar Office, Chincholi. Ex.P15 is the attested copy of Village Map. Ex.P16 is the attested copy of village map in Urdu Language. Ex.P17 is the attested copy of Aakaarband and Ex.P18 is the attested copy of panchanama.

9. The another two additional witnesses examined as PW-2 and 3 by way of filing their evidence affidavit. Wherein they stated in their evidence affidavit that they know about the family members of the plaintiffs. Further they deposed that, one Bheemu being an uncle, he purchased the land Sy. No. 44 measuring 03 acres 29 guntas from one Shivappa S/o Haibati about 40 years back. Since from the said Bheemappa was the owner with possessor of the land Sy. No. 44 and after his death, his children are succeeded the land Sy. No. 44 as a owner with



possessor. Further deposed that the land Sy. No. 44 measuring 03 acres 29 guntas is not belongs to the Siddappa S/o Hashappa and Ramanna S/o Yellappa or Ramanna S/o Nagappa. Further they deposed that, there was a partition held between Shivappa S/o Haibati and Siddappa Haibati in land Sy. No. 44 meausring 07 acres 18 guntas. Accordingly, the Shivappa and Siddappa got 03 acres 29 guntas each in accordance with partition held between them. The Shivappa S/o Haibati was sold his share to the extent of 03 acres 29 guntas in favor of Bheemu. Since from the Beemu and her children's are in possession to the extent of purchased land by the Bheemu. The defendant counsel cross examined the PW-2 and 3, it will be discussed in later.

10. On the other hand the defendant No.2 examined himself as DW-1 and filed his evidence affidavit by way of examination in chief, wherein he reiterated the contents of his written statement



and got marked Ex.D1 to Ex.D6. Ex.D1 to 5 are the attested copies of records of rights in respect of land Sy. No. 44 total measuring 07 acres 33 guntas out of 15 guntas photo Karab remaining cultivated land measuring 07 acres 18 guntas standing in the name of Siddappa S/o Hasappa in column No. 9 as a possessor. Ex.D6 is the original copy of registered sale deed bearing document No. 1891/19-20 dated 05-12-2019 executed by the Siddappa S/o Hashappa in favor of Ramanna S/o Nagappa in respect of land Sy. No. 44 measuring 07 acres 18 guntas.

11. The defendants have examined another two witnesses as DW-2 and 3 by way of filing their evidence affidavit. Wherein they reiterates the averments of the plaint. The learned counsel for the plaintiffs cross examined the DW-2 and 3.



12. The learned counsel for the plaintiffs filed written argument and also argued that, the suit schedule land Sy. No. 44 measuring 07 acres 18 guntas is belongs to the plaintiffs as a owner and in possessor. The said land is previously owned and possessed by one Shivappa Haibati and Siddappa Haibati both are resident of Mogha village of Kalagi. The said Shivappa and Siddappa were partitioned the suit land. Accordingly, 03 acres 29 guntas each fallen to the share of Shivappa Haibati and Siddappa Haibati respectively. Further argued that, due to the family and legal necessity, the said Shivappa Haibati was sold his portion of land measuring 03 acres 29 guntas in favor of Bheemu S/o Gemu. Accordingly, the said Bheemu S/o Gemu became the owner in possessor of the suit land. The said suit land initially mutated in the name of his daughter by the Taherabee and later on it is mutated in the name of family members of the said Bheemu S/o Gemu. After his death the plaintiffs are became owner in possessor of the suit land. The



defendants are not owner in possessor of the suit land. There is no any documentary evidence in support of their defense. Hence, by considering the oral and documentary evidence adduced by the PW-1 to 3 the equitable relief as sought for in the suit has to be granted in favour of plaintiffs. In support of his argument he relied upon the decision of Hon'ble High court of Karnataka, Dharawad Bench pleased to passed the judgment in RSA No. 820/2004 dated 17-03-2014 in between Vasudev and others Vs. Tukaram Bheemappa Naik and others

13. On the other hand the learned counsel for the defendants filed written argument and also argued that neither the said Shivappa and Siddappa Haibati were the joint owners and possessor of the suit land nor they have sold out the said land to the extent of 03 acres 29 guntas to Bheemu and sold remaining 03 acres 29 guntas to said Ramanna. The ancestor of defendant No. 2 was in possession of entire land in Sy. No.



44 stands in the name of Siddappa S/o Hashappa. The said Siddappa and Shivappa Haibati whose names appeared in the ROR of entire suit land Sy. No. 44 since from 1954-55 to till 1968-69 and they sold out the suit land in favor of defendant No. 1. Accordingly, the defendant No. 1 became a owner and possessor of entire land in Sy. No. 44. The suit land appeared in the name of defendant No. 1 since from 1978-79 till date of alienation in favor of defendant No. 2. The plaintiffs have not challenged the entries of ROR of suit land appeared in the name of defendant No. 1 and also not explained about it in the suit. The plaintiffs are not in possession of the suit land. Further argued that, the ancestor of the defendant No. 2 was in long standing possession of entire land. Since the date of purchase by the defendant No. 2 from defendant No. 1 is in actual and physical possession over the suit land and also as being a lawful purchaser. The plaintiffs are not a owner of the suit land. Further argued that the suit of the plaintiffs is



barred by limitations and plaintiffs are not known where the suit property situated and they do not know the boundaries for the suit land. Hence by considering the oral and documentary evidence adduced by the DW-1 to 3 they pray to dismiss the suit of the plaintiffs.

14. In the light of the arguments canvassed by the learned counsels for the parties, let us discuss the materials on record. Ex.P1 to Ex.P3 are tax paid receipts, those documents are not relevant to prove the ownership of the plaintiffs over the suit property. These documents does not disclose on which land revenue had been paid. Therefore, those documents are not conclusive proof to prove the ownership over the suit land. Ex.P4 is the document which was written in Urdu language, Ex.P4(a) is the translation copy from Urdu language to English language. Those documents contain the information that sale and purchase agreement executed by the seller Shivappa S/o



Haibati Kurubur, R/o Village Mogha for sale of land Sy. No. 44 measuring 03 acres 29 guntas in favor of the purchaser Bheemu S/o Ghemu, R/o Mogha for sale consideration of Rs.100/- only on dated 30th Shaban 1957H on Monday. After perusal of the recitals in Ex.P4 and Ex.P4(a) it is very clear that the suit schedule property was sold by the Shivappa S/o Haibati Kurab, R/o Mogha Village in favor of Bheemu S/o Gehmu who was the father of plaintiff No. 1, 2 and 6 and grandfather of plaintiff No. 4 and plaintiff No. 5 and father-in-law of plaintiff No. 3 for a valuable consideration of one hundred rupees only on dated 30th Shabaan 1957H on Monday. The said Ex.P4 is a unregistered document. It is the case of the plaintiffs that Ex.P4 sale deed is valid document. Now the question before the Court is whether the unregistered sale deed vide Ex.P4 is admissible document in eye of law. In order to ascertain the said aspect it is relevant to discuss Section 5 and 54 of Transfer of Property Act.



Section 5 of Transfer of Property Act defined-

In the following sections "transfer of property means an Act by which a leaving person conveys property, in present or in future to one or more other leaving persons or to himself (or to himself) and one or more other leaving persons; and " to transfer property" is to perform such act. (in the section "leaving person" includes a company or association or body of individuals, whether incorporated or not, but nothing heir in contained shall affect any law for the time being in force relating to transfer of property to or by companies, associations or bodies of individuals)

Section 54 "sale" defined- "sale" is a transfer of ownership in exchange for a price paid or promised or part-paid and part-promised.

Sale how made-such transfer, in the case of tangible immovable property of the value of one hundred rupees and upwards, or in the



case of a reversion or other in tangible thing, can be made only by a registered instrument.

In the case of tangible immovable property of a value less than one hundred rupees, such transfer may be made either by a registered instrument or either by a delivery of the property.

Delivery of tangible immovable property takes place when the seller places the buyer, or such person as he directs, in possession of the property.

Contract for a sale-A contract for the sale of immovable property is a contract that a sale of such property shall take place on terms settled between the parties.

It does not, of itself, create any interest in or charge on such property.

After perusal of Section 5 and Section 54 of Transfer of Property Act it is very clear that, the transfer of property is (i)



an Act by which, (ii) a leaving person, (iii) conveys, (iv) in present or future, (v) property, (vi) to another leaving persons or to himself. Further Section 54 analysis of the definition makes it clear that there are only two modes of transfer by sale and these are (i) registered instrument and (ii) and delivery of possession. The first overlaps the second, for a transfer may in all cases of tangible immovable property of value less than rupees hundred that, the Section 54 of Transfer of Property Act allows the simpler alternative of delivery of possession.

15. Therefore, above said sections applied to Ex.P4, it is very clear that one Shivappa S/o Haibati Kurab sale the land Sy. No. 44 measuring 03 acres 29 guntas in favor of Bhimu S/o Ghemu, R/o Mogha for sale consideration of one hundred rupees through unregistered document. An unregistered Ex.P4 is not any evidentiary value because the sale consideration



amount mention in Ex.P4 is one hundred rupees. Therefore, Ex.P4 would require registration, the value of immovable property of value of Rs.100/- or above is compulsorily registrable.

16. Ex.P5 is an endorsement issued by the Deputy Tahsildar, Kalagi, stating that no records are available for the period from 1960 to 2000 with respect to land bearing Survey No. 44, measuring 7 acres and 18 guntas, which was transferred from Siddappa S/o Hashappa. Ex.P6 is the Record of Rights of Sy. No. 44, totally measuring 7 acres and 33 guntas, out of which 15 guntas is phut kharab land and the remaining cultivated land measures 7 acres and 18 guntas. The land is jointly standing in the names of Shivappa Haibati and Siddappa Haibati in Column No. 9 as pattadars. In Column No. 12(2), the names of Ramanna S/o Yallappa to the extent of 3 acres and 29 guntas, and Beemu S/o Gemu to the extent of 3 acres



and 29 guntas, are entered as cultivators for the year 1968–69. Ex.P7 is also the Record of Rights of Sy. No. 44, measuring 7 acres and 33 guntas, out of which 15 guntas is phut kharab land and the remaining cultivated land measures 7 acres and 18 guntas. The land is jointly recorded in the names of Shivappa Haibati and Siddappa Haibati in Column No. 9 as pattadars. In Column No. 12(1), the names of Ramanna S/o Yallappa and Tarabai W/o Bheemu are entered as joint cultivators to the extent of 7 acres and 18 guntas.

17. Upon perusal of Ex.P6 and Ex.P7, the Record of Rights for the years 1963–64 to 1968–69 clearly reveals that land bearing Sy. No. 44, measuring 7 acres and 18 guntas (excluding 15 guntas of phut kharab land), stood jointly in the names of Shivappa Haibati and Siddappa Haibati in Column No. 9 as owners. However, in Column No. 12, Ex.P6 shows that an extent of 3 acres and 29 guntas each was entered in



the names of Ramanna S/o Yallappa and Bheemu S/o Gemu as cultivators. In Ex.P7, the entire extent of 7 acres and 18 guntas is entered jointly in the names of Ramanna S/o Yallappa and Tarabai W/o Bheemu as cultivators. However, the names appearing in Column No. 12 of the Record of Rights do not confer ownership over the land. Only the names appearing in Column No. 9 of the Record of Rights confer ownership rights.

18. It is the case of the plaintiffs that the land bearing Sy. No. 44, measuring 7 acres and 18 guntas, was divided during the lifetime of Siddappa Haibati and Shivappa Haibati, each receiving 3 acres and 29 guntas. However, in support of this contention, they have not produced any documentary evidence to show that Siddappa Haibati and Shivappa Haibati divided the land among themselves during their lifetime to the said extent.



19. Further, it is the plea of the plaintiffs that, as per Ex.P4 and its translation copy Ex.P4(a), Shivappa Haibati of Kuruburur, for family legal necessities, sold 3 acres and 29 guntas of land in Sy. No. 44 (which allegedly fell to his share) to Bheemu S/o Gemu for a valuable consideration of Rs. 100/- on the 30th day of Shabaan, 1957H (Monday), in the presence of Siddappa S/o Haibati and Bheemurao S/o Laxmanna, through an unregistered sale deed.

20. However, as discussed above, Ex.P4 is not a valid document under Section 5 and Section 54 of the Transfer of Property Act. Therefore, Bheemu S/o Gemu, who is the predecessor of the plaintiffs, did not acquire any right, title, or interest over the suit schedule land bearing Sy. No. 44, measuring 3 acres and 29 guntas, situated at Mogha Village of Taluka Kalagi.



21. Ex.P8 is the certified copy of the order sheet pertaining to RRT No. 3/2020-21 filed by the defendants against Plaintiff No. 1, the Revenue Inspector, Kodli, and the Village Accountant, Kodli, before the revenue authorities for change of khata in respect of land bearing Sy. No. 44 measuring 07 acres 18 guntas. Ex.P9 is the certified copy of the order passed by the Grade-II Tahsildar, Kalagi. Ex.P10 is the attested copy of the notice issued under Form No. 21, Rule 65 by the Village Accountant to the general public, calling for objections, if any, regarding the change of khata in accordance with the registered sale deed bearing Document No. 1891/2019-20. Ex.P11 is the mutation register extract issued by the Revenue Inspector with regard to the mutation.

22. On perusal of Ex.P8 to Ex.P11, it reveals that the defendants filed applications for change of khata based on the registered sale deed bearing Document No. 1891/2019-20



dated 05-12-2019, executed by defendant No. 1 in favour of defendant No. 2. After issuance of public notice regarding the proposed change of khata by the revenue authorities, the plaintiffs raised objections. Upon considering the rival contentions, the Grade-II Tahsildar passed an order directing both parties to approach the Civil Court to resolve their dispute.

23. Exs. P12 to P14 are the receipts of stamp duty and copies of the registered sale deed bearing Document No. 1891/19-20 dated 05-12-2019, executed by defendant No. 1 in favor of defendant No. 2, in respect of land in Sy. No. 44 measuring 07 acres 18 guntas. Ex. P15 is the attested copy of the map of Mogha Village. Ex. P16 is also a map. Ex. P17 is the Akarband record, and Ex. P18 is the panchanama. Ex.P15 to P18 are not relevant documents to prove the plaintiffs' title and possession over the suit land.



24. It is relevant to discuss the documents produced by the defendants. Ex.D1 to Ex.D5 are records of rights in respect of land bearing Sy. No. 44, measuring 7 acres 18 guntas (excluding phot kharab land measuring 15 guntas), standing in the name of Siddappa S/o Hashappa, i.e., defendant No. 1, from the year 1978–79 to 1999–2000, as owner and cultivator in Column Nos. 9 and 12. Ex.D6 is the original registered sale deed bearing Document No. 1891/19–20 dated 05-12-2019, executed by defendant No. 1 in favour of defendant No. 2, in respect of the said land bearing Sy. No. 44, measuring 7 acres 18 guntas (excluding phot kharab measuring 15 guntas).

25. It is the case of the plaintiffs that, after 1973–74, defendant No. 1, behind their back and without their knowledge, got the land in Sy. No. 44, to the extent of 7 acres and 18 guntas, mutated in his name in collusion with revenue officials, and subsequently sold the said land in favour of



defendant No. 2 through a registered sale deed bearing Document No. 1891/2019-20 dated 05-12-2019. Hence, the plaintiffs pray for a declaration that the said registered sale deed is null and void and not binding on them.

26. In order to ascertain the above-mentioned aspects, this Court has already opined that the plaintiffs or their ancestors have not acquired any right, title, or interest over the suit schedule land. Therefore, the plaintiffs have no authority to seek a declaration that the registration of the sale deed executed by defendant No. 1 in favor of defendant No. 2 is null and void.

27. Another important aspect to be noted is that neither the said Shivappa Haibati nor Siddappa Haibati challenged the entries appearing in the name of defendant No. 1 in the records of rights during their lifetime.



28. Initially, the land bearing Sy. No. 44, measuring 7 acres and 18 guntas, stood jointly in the names of Shivappa S/o Haibati and Siddappa S/o Haibati up to the year 1972-73. Thereafter, the said land stood in the name of defendant No. 1 until the execution of a registered sale deed in favour of defendant No. 2. It is pertinent to note that Siddappa S/o Haibati and Shivappa S/o Haibati are not related to the plaintiffs or their ancestors. Therefore, the plaintiffs have no locus standi to question the transactions that took place in respect of the said land between Siddappa S/o Haibati, Shivappa S/o Haibati, and the defendants.

29. It is relevant to discuss the oral evidence of the parties. PW-1, in his cross-examination, stated that Survey No. 44 land was divided into two parts, each measuring 03 acres 29 guntas. However, in support of his deposition, he has not produced the relevant ROR. PW-1 further deposed that he did



not know whose names are shown in the ROR. He also deposed that he was not aware of the ROR in which the names of Shivappa and Siddappa are separately mentioned. Further, PW-1 deposed that he did not know about the partition deed between Shivappa and Siddappa. PW-1 also deposed that he did not know the contents of Ex.P4. PW-1 admitted that the cultivated land of Defendant No. 2 and their cultivated land are different.

30. PW-2, in his cross-examination, stated that he had not seen the copy of the sale deed in respect of land Sy. No. 44. Further, he stated that he did not know in whose name the land in Sy. No. 44 stood. He also admitted that the defendants are in possession of the boundaries of the said land. Similarly, PW-3, in his cross-examination, stated that he did not know about the land in Sy. No. 44 and admitted that the defendants are in possession of the boundaries of the land.



31. On perusal of the cross-examination of PW-1 to PW-3, it is evident that they were not aware of the history of land Sy. No. 44 and that they did not produce any Record of Rights (ROR) in respect of Sy. No. 44, measuring an extent of 03 acres 26 guntas, standing in the name of the predecessor of the plaintiff. Therefore, the cross-examination of PW-1 to PW-3 does not support the plea of the plaintiffs.

32. The learned counsel for the plaintiffs cross-examined DW-1 to DW-3, but nothing was elicited from their mouths to prove the ownership of the plaintiffs over the suit land. It is settled law that oral evidence is not sufficient to prove title; on the other hand, to prove title one has to rely upon documentary evidence.

33. The plaintiffs have not produced relevant documents to prove their title over the suit schedule property. It is pertinent



to note that when the plaintiffs do not have legal title over the suit property, the documents marked as Ex.P1 to Ex.P7 are not helpful to establish that they are in lawful possession over the suit schedule property. It is a settled principle of law that when a party fails to prove title over the property, possession over the suit property cannot be sustained. It is also a settled principle of law that a person not in lawful possession cannot be permitted to continue in possession by granting a decree of injunction. Therefore, the citation of the Hon'ble High Court of Karnataka, Dharwad Bench in RSA No. 820/2004 dated 17-03-2014 in the case of Vasudev and Others v. Tukaram Bhimappa Naik and Others, relied upon by the learned counsel for the plaintiffs, does not come to the aid of the plaintiffs, as they have failed to prove their title and lawful possession over the suit property. Having regard to the facts and circumstances, and the reasons and discussion made above, the plaintiffs have failed to prove their ownership and



possession over the suit schedule property. **With these observations this Court has answered Issue No. 1 and 3 are in the Negative.**

34. ISSUE NO. 2:- When the plaintiffs have failed to prove their ownership and possession over the suit schedule land then the question of interference by the defendants in the suit schedule land does not arise at all. **With these observations this Court answered Issue No. 2 in the Negative.**

35. ISSUE NO. 4:- The plaintiffs are not parties to the sale deed bearing Document No. 1891/2019-20 dated 05-12-2019; therefore, the question of payment of proper court fee on the said sale deed does not arise at all. **With these observations this Court answered that the Issue No. 4 does not survive.**



36. ISSUE NO. 5:- Having regard to the reasons and discussion made while answering Issues No. 1 to 3, which were answered in the negative, there is no preponderance of probabilities in favour of the plaintiffs. Therefore, the plaintiffs have failed to prove their ownership, possession, and enjoyment over the suit schedule land, and that the defendants have obstructed and interfered with the suit schedule property. Hence, the plaintiffs are not entitled to the reliefs as prayed for. The plaintiffs have approached the Court relying on revenue records and Ex. P4, which do not confirm the plaintiffs' title over the suit schedule property. Hence, I declined to award cost of the suit. In the light of the reasons and discussed above, **this Court has answered Issue No. 5 in the Negative.**

37. ISSUE No.6: For the aforesaid discussion on Issue No.1 to 5, this Court proceeds to pass the following:



ORDER

Suit of the plaintiffs is hereby dismissed.

No order as to cost.

Draw decree accordingly.

(Dictated to the stenographer directly on computer, typed by him, corrected, signed and then pronounced by me in the open court on this 15th day of April-2026)

(ANIL SHEKHANAVAR)
Senior Civil Judge & JMFC
Chincholi

ANNEXURE

The witnesses examined on behalf of Plaintiff/s:

PW-1 : Venkat S/o Ramchandra
PW-2 : Thavaru S/o Bhaddu Rathod
PW-3 : Tukaram S/o Bheemrao Malagi

The documents marked on behalf of Plaintiff/s:

Ex.P-1 to 3: Tax Paid Receipts
Ex.P-4 : Sale Letter (Marata Patra)
Ex.P-4 : Translation of Ex.P-4
Ex.P-5 : Endorsement dated 23-02-2022
Ex.P-6 & 7: RTC Extracts
Ex.P-8 : Certified Copy of Order Sheet



- Ex.P-9 : Certified Copy of Order dated, 07-02-2022
Ex.P-10 : Form No. 21 (Notice)
Ex.P-11 : Mutation Register Extract
Ex.P-12 & 13: Prapatra -15 (ಪ್ರಪತ್ರ-15)
Ex.P-14 : Copy of registered Sale Deed dated, 5-12-2019
Ex.P-15 & 16: Mogha Village Maps
Ex.P-17 : Karnataka Revision Settlement Aakaarband
Ex.P-18 : Copy of Panchanama

The witnesses examined on behalf of defendant/s:

- DW-1 : Ramanna S/o Nagappa
DW-2 : Rajkumar S/o Shivaraya
DW-3 : Bhimraya S/o Gundappa

The documents marked on behalf of defendant/s:

- Ex.D-1 to 5: RTC Extracts
Ex.D-6 : Registered Sale deed dated 05-12-2019

(ANIL SHEKHANAVAR)
Senior Civil Judge & JMFC
Chincholi