



Presented on : 01-07-2009
Registered on : 01-07-2009
Decided on : 15-06-2026
Duration : 16 years 11 months, 14 days.

IN THE COURT OF THE CIVIL JUDGE & J.M.F.C,
AT CHITTAPUR

:Present:

SRI ABHISHEK RAMACHANDRA JOSHI,
B.A.L.,LL.B,
Civil Judge & JMFC, CHITTAPUR

O.S.No.10/2009

Dated this the 15th Day of JUNE- 2026

PLAINTIFF:-

Shyam Sunder S/o Bhimanna Bombai,

Age: 45 years, Occ: Agriculture,

R/o: Sugur(N), Nalwar, Tq. Chittapur,

(since deceased by LRs)

1 a) Shamsan S/o Late. Shamsundar,

Age: 34 years, Occ: Agriculture.

1 b) Ruth W/o Late. Anand S/o Bheemappa,

Age:57 years, Occ: Household,

1 c) Krishnappa S/o Bheemappa,

Age: 60 years, Occ: Agriculture,

All are R/o: Kumbarhalli, Bapu Nagar,

Nalwar, Tq. Chittapur, Dist. Kalaburagi.

[By Sri. S.A.K., 1(a) 1(c)
by Sri. G.S., Advocate]



V/s.

DEFENDANTS:-

Bheemraya S/o Ishwarappa Kambar,
Age: 50 years, Occ: Agriculture,
R/o: Nalwar, Tq. Chittapur, Dist. Kalaburagi.

[By Sri. L.A.P., Advocate]

J U D G M E N T

The plaintiff has filed the present suit, against defendant seeking the relief of Declaration, Perpetual Injunction and Rectification of revenue records with regard to suit property.

DESCRIPTION OF PROPERTY

Land Sy. No. 418 measuring 02 acres 07 guntas, having RA of Rs.4.02 Ps, situated at village Nalwar, Tq. Chittapur, Dist. Gulbarga, from the year 2000-01 it has changed Sy. No. 70, (Bapurnagar) Nalwar, Tq. Chittapur, Dist. Gulbarga.

(Herein after called as suit schedule property)

2. Antecedent facts in a nutshell are as under:

It is the case of the plaintiff that, he is the owner in possession of suit schedule property. The Government of Karnataka had proposed to acquire 35 guntas of suit land for construction of Chittapur-Yadagir Road via Wadi and Nalwar. In the notification the Government of Karnataka had shown



plaintiff and defendant as owners of suit property. As plaintiff is illiterate person, he did not know that the name of defendant was entered to the extent of 20 guntas of land. The defendant without any right or authority has got entered his name to the extent of 20 guntas of suit property. In the year 1999 award was passed and LAO Sedam issued notice to the plaintiff and at that time plaintiff came to know the mischief played by the defendant. As the defendant without any right had got entered his name in suit property, panchayat was held and as per the agreed terms between plaintiff and defendant, an agreement was executed on 14-07-1999, wherein the plaintiff agreed to pay certain amount to the defendant and the defendant agreed to relinquish his right over suit property. In spite of such agreement, in the month of October-2008 defendant filed EX No.10/2008 before Civil Judge and JMFC Chittapur and claimed 1/2 of the compensation awarded by Civil Judge Court (SD) Sedam. Hence, the present suit is filed.

3. Per contra, defendant appeared before the court through his counsel and filed his written statement. In his written statement the defendant has denied the contention taken by the plaintiff. Defendant submits that, the plaintiff is not the owner of entire suit property. The defendant contends that, he has purchased 20 guntas of land in suit property. The Government has formed road in suit property and for that 35



guntas of land is acquired. For the construction of said road both plaintiff and defendant have lost equal portion of their land. As per the sale deed, the name of the defendant is entered in the revenue records and hence the plaintiff alone is not the exclusive owner of suit property. The plaintiff had knowledge about defendant's name being entered in the revenue records and the said mutation and entry of defendant's name in the revenue records of suit property was challenged by the plaintiff but, the same is dismissed by AC Sedam, and no appeal is filed against that order. Thus, LAO Sedam had passed joint award. The defendant also denied the contention of the plaintiff with regard to panchayat and execution of agreement. Accordingly, the defendant contends that, he is the owner of part of suit property and thus, he sought for dismissal of the suit.

4. Heard, both sides.

5. On the basis of the above pleadings, the following Issues arise for my consideration:

ISSUES

1. Whether the plaintiff proves that, he is the absolute owner and in possession of suit land bearing Sy. No. 418 measuring 2 acres 7 guntas of Nalwar village of Chittapur Taluka?



- 2.** Whether the plaintiff further proves that, the defendant without his knowledge and behind his back got entered his name to the extend of 20 guntas in the suit property and trying to withdraw the land acquisition compensation amount?
- 3.** Whether the plaintiff further proves that, the defendant is trying to cause obstruction and interference in the peaceful possession and enjoyment of his suit property?
- 4.** Whether the defendant proves that he has purchased the land to the extent of 20 guntas out of the suit land Sy. No. 418 from the plaintiff on 26.04.1993 for Rs. 10,500?
- 5.** Whether the defendant is entitle half portion of the compensation amount of the land, which is acquired by the Government for the purpose of laying Chittapur-Yadagir road?
- 6.** Whether the plaintiff is entitle the reliefs sought for?
- 7.** What order or decree?

6. Plaintiff during his lifetime in order to prove his case, examined himself as PW-1, and Ex. P-1 to P-21 documents are marked in the evidence of plaintiff. PW-1 is cross-examined by advocate for defendant. The defendant in order to rebutt the case of plaintiff examined himself as DW-1 and 3 independent witnesses are examined as DW-2 to DW-4. Ex. D-1 to D-19 documents are marked in the evidence of



defendant. All the witnesses are cross-examined by advocate for plaintiff.

7. My findings on the above raised issues are as under:

8. My findings to the above issues are as follows:-

Issue No.1:-	Partly in the affirmative.
Issue No.2:-	In the affirmative.
Issue No.3:-	In the affirmative.
Issue No.4:-	In the Negative.
Issue No.5:-	In the Negative.
Issue No.6:-	Partly in the affirmative.
Issue No.7:-	As per final order for the following

:R E A S O N S:

9. **Issue No.4:** The plaintiff had filed the present suit against defendant seeking the relief of Declaration of his ownership over suit property. Perpetual Injunction to restrain defendant from interfering with plaintiffs possession over suit property and also to restrain defendant from withdrawing land acquisition compensation amount. The plaintiff had also sought for rectification of revenue records with regard to suit property. After filing of the suit and during its pendency, plaintiff died and his LRs are brought on record as plaintiff NO.1(a) to 1(c). This court before venturing into issue No.1



with regard to ownership of plaintiffs over suit property, is taking up the issue with regard to defendant purchasing part of suit property i.e., 20 guntas of land from the deceased plaintiff.

9.1 It is the contention of defendant that, he has purchased 20 guntas of suit property from the deceased plaintiff. In order to prove such fact, the defendant examined himself as DW-1 and 3 independent witnesses are examined as DW-2 to DW-4. The defendant in his evidence has relied upon documents marked at Ex. D-1 to D-19. All the witnesses are cross-examined by advocate for plaintiff. The deceased plaintiff in order to rebutt the contention taken by the defendant has examined himself as PW-1 and relied upon documents at Ex.P-1 to P-21. Even the plaintiff side witness is cross-examined by advocate for defendant.

9.2 Advocate for defendant in support of the contention of defendant has filed written arguments. It is argued by defendant that, the defendant has purchased 20 guntas of land from the deceased plaintiff as per the Kharidi Patra executed by the deceased plaintiff in favour of defendant dated 26-04-1993. The said document is marked as Ex.D-1. Even witnesses are examined to show the execution of sale deed and the possession of defendant over the purchased property. Even the notice issued in Land Acquisition



Proceedings shows that, the defendant had purchased part of suit property and accordingly, revenue records are also depicting the ownership of defendant. Thus, advocate for defendant sought this court to answer the present issue in favour of defendant.

9.3 On the other hand advocate for plaintiff argued that, the deceased plaintiff never executed any sale deed in favour of defendant. He argued that, the defendant by playing fraud upon the deceased plaintiff got his name entered in the revenue records without any right or title. Now, based on such illegal revenue records, the defendant is trying to gulp the compensation amount given by Government of Karnataka for acquiring part of suit property. Hence, the advocate for plaintiff argued that, the issue on hand has to be answered negatively.

9.4 I have carefully perused the materials available on record and the arguments canvassed by respective parties. Under the present issue, the burden is on the defendant to prove that, he has purchased 20 guntas of land in suit property. As the alleged purchase of property is agricultural land having value of more than Rs.100/-, the defendant has to prove that, the sale deed is executed by deceased plaintiff in accordance with sec. 17 of Karnataka Registration Act and Sec. 54 of Transfer of Property Act. Under both the acts, if



any immovable property having value of more than Rs.100/- is sought to be sold or transferred, such transfer has to take place by a registered document and requisite stamp duty and registration charges has to be paid to the Government. Keeping in mind the above stated principles, let me examine if the defendant is able to prove that, he has purchased 20 guntas of land from the deceased plaintiff. The trump document relied by the defendant is the "Kharidi Patra" marked at Ex. D-1. If the said document is carefully examined, it is clear that, the said document is not registered and no stamp duty or registration charges are paid. Hence, as per the provisions mentioned above the defendant on the basis of unregistered sale deed cannot claim that he has purchased 20 guntas of land in suit property.

9.5 At the time of marking the document, the advocate for defendant has submitted that, even though the said document is styled as "Kharidi Patra", the contents of it show that, it is an agreement of sale. However, based on the agreement of sale no sale deed is executed. It is also well settled law that, on basis of agreement of sale, no person will get any right over an immovable property having value of more than Rs.100/-. Annexure Page No.10 ***The Hon'ble Apex Court in Vinod Infra Developers Ltd., Vs Mahaveer Lunia & Others, Civil Appeal No. 7019/2025 dated 23-05-2025*** has clearly held that, any agreement of sale whether



registered or unregistered, whether possession is delivered or not delivered does not convey title to the property. Hence, in the case on hand based on agreement of sale no title passes on to defendant. As the defendant has failed to prove that he has purchased 20 guntas of land in suit property, the revenue records showing his name to be entered as owner of 20 guntas of land does not have any value. The Hon'ble Apex Court in *Catna of Judgments* has already held that, on the basis of revenue records no person will get any title nor any person will lose any title. The revenue records are only for the purpose of collection of land revenue. Hence, considering the documentary evidence available on record, the defendant has failed to prove the execution of sale deed by the deceased plaintiff.

9.6 When the defendant has failed to prove his sale deed on the basis of documentary evidence, the oral evidence of DW-1 to DW-4 cannot be relied upon to prove the ownership of defendant. As per Sec. 91 and 92 of Indian Evidence Act, no amount of oral evidence can be given to prove a document. The document and its content itself are the best and only evidence to prove execution of such document. Hence, in view of the discussions made above, this court is of the opinion that, the defendant has failed to prove execution of sale deed by deceased plaintiff. Accordingly, the present issue is answered in the negative.



10. **Issue No.1:** Under the present issue plaintiff is claiming that, he is the absolute owner in possession of suit property situated in Nalwar village, Chittapur Taluka. The said fact is denied by the defendant claiming that, he has purchased 20 guntas of land and the Government has acquired 35 guntas of land in suit property. Hence, plaintiff is not the owner in possession of suit property.

10.1 Now let me examine the evidence available on record with regard to this issue. In order to prove the present issue the deceased plaintiff, during his life time examined himself as PW-1 and stated that, he is the owner in possession of suit property. In support of his case the plaintiff is relying upon the documents marked at Ex.P-1 being the RTC extract of suit property for the year 1992-93. On perusal of said document, it is clear that, the deceased plaintiff was the owner of suit property. The said fact is not denied by the defendants. Hence, on the basis of oral evidence and on the basis of revenue documents, he has proved that he was the owner in possession of suit property, for the year 1992-93.

10.2 The defense of the defendant with regard to plaintiffs ownership and possession over suit property is two fold. The defendant is denying the contention of plaintiff on



the strength that he has purchased 20 guntas of land in suit property and Government has acquired 35 guntas of land. As discussed on issue No.4, it is clear that, the defendant has failed to prove that, he has purchased 20 guntas of land in suit property. Hence, the first defense with regard to defendant being the owner in possession is not acceptable and it holds no water.

10.3 Now, coming towards, the land acquired by the Government. The plaintiff in his plaint does not deny that the Government has acquired 35 guntas of land in suit property. On the other hand the plaintiff has produced documents to show that, the plaintiff has sought for enhancing the compensation for acquired land. This shows that, the plaintiff has given up his claim with regard to 35 guntas of land. In spite of which, the plaintiff is claiming declaration of title over entire 2 acres 7 guntas of land situated in Sy. No. 418 of Nalwar village Chittapur. Hence, it is clear that, the plaintiff cannot be declared as the owner of entire suit property.

10.4 ***The Hon'ble Apex Court in J.Ganapatha and Others Vs N.Selvarajalou Chetty Trust rep. by its trustees and others in Civil Appeal No.827/2017 dated 25-03-2025 (2025 live law(SC) 353*** has, discuss the concept of



moulding of relief. The Hon'ble Apex Court held that, the concept of moulding the relief refers to the ability of a court to modify or shape a relief sought by a party in a legal proceeding based on the circumstances of the case and the facts established after a full fledged trial. The principle enables the court to grant appropriate remedies even if the relief requested in the pleading is not exact or could not be considered by the court or changed circumstances have rendered the relief obsolete. The court aims that, justice is served while taking into account the evolving nature of a case. The courts based on the notion of flexibility in relief and equitable jurisdiction and is tempered by judicial discretion. Thus, as per the ratio laid down by the Hon'ble Apex Court, the discretion is given to the court to mould the relief. It is also well established law that, while moulding the relief, the other party should not be affected. Keeping in mind the above principle, let me examine if the present case is fit for moulding the relief of plaintiff with regard to declaration of ownership over suit property. The dispute in this case only arose when both deceased plaintiff and the defendant sought for share in compensation awarded by the Government as 35 guntas of land was acquired. Till then, there was no dispute with regard to suit property. The plaintiff is forced to claim declaration of his ownership only due to the dispute between deceased plaintiff and defendant with regard to share in compensation amount. The defendant on the basis of his



alleged sale deed in claiming 1/2 share in compensation amount. However, when the issue with regard to defendant purchasing part of suit property is already held in the negative, the dispute with regard to compensation between deceased plaintiff and defendant has no value.

10.5 Thus, looking into the age of the matter and the number of parallel litigation, only due to the plaintiff seeking declaration over entire suit property, even though the plaintiff has admitted the acquisition of 35 guntas of land by the Government, the legal heirs of plaintiff cannot be forced to apply to the court again and seek appropriate remedy afresh. If the relief is moulded with regard to acquired land in suit property, the defendant will not suffer any hardship and he has no say in such matter. Accordingly, I am satisfied that, the reliefs sought by plaintiff has to be moulded. Thus, by molding the relief, this court holds that, plaintiff has proved his ownership and possession in Sy. No. 418 situated at Nalwar village to the extent of 1 acres and 12 guntas of remaining suit property. Hence, in view of the discussions made above, this court answerers the present issue partly in the affirmative.

11. Issue No.2 & 5 : As these issues are interconnected they are take up together for common discussion. Under the present issues, the burden is on the



plaintiff to prove that, the defendant without the knowledge of plaintiff and behind the back of plaintiff has got entered his name to the portion of 20 guntas in suit property and tried to withdraw compensation amount. The burden is also on the defendant to prove that, he is entitled for 1/2 portion of compensation amount of the land acquired by the Government.

11.1 To decide these issues it is necessary to discuss the transaction between deceased plaintiff and defendant with regard to part of suit property. The defendant claims that, on the basis of sale deed executed by the deceased plaintiff on 26-04-1993, he has become owner of 20 guntas of land in suit property. After the purchase of property by the defendant, the Government has acquired 35 guntas of land in suit property. For such acquisition, both plaintiff and defendant have lost part of property and hence both are entitled for compensation. The fact of sale deed is denied by the deceased plaintiff. As discussed on issue No.4, this court has already held that, the contention taken by the defendant with regard to purchase of 20 guntas of land in suit property is not acceptable. When, the title of the defendant to the part of suit property is already held to be in sufficient, the question of defendant getting any compensation for the land acquired in suit property does not arise.



11.2 With regard to the issue of defendant alleged to be trying to withdraw the land acquisition compensation amount, the plaintiff has produced documents at Ex.P-3, P-6 to P-21. It is the contention of plaintiff that, without having any right and behind the back of plaintiff, the defendant is trying to withdraw the land acquisition compensation amount. As discussed on issue No.4, it is clear that, the defendant has no right over any part of suit property. However, if Ex.P-12 is carefully perused, it is seen that, the name of defendant is entered in the revenue records claiming that, the plaintiff has executed a registered document in favour of defendant. However, when plaintiff sought for the document on which the mutation was done by the revenue officers, the Sub-registrar Chittapur as per Ex. P-3 has given an endorsement stating that, in the year 1993-94 there is no document numbered as 6939/1993-94. As the mutation was done without any document in question the Assistant Commissioner Sedam has ordered for disciplinary enquiry against the concerned officials as the mutation was effected against the mandatory provisions of Karnataka Land Revenue Act 1964. Even the defendant in the land Acquisition proceedings has participated and as sought for enhancement of the compensation amount. The defendant even went one step ahead and filed the EX 10/2008 for getting his 1/2 share in compensation amount. In the said proceedings the Hon'ble Court has asked both the parties to



prove their contention before this court in this case. All these facts clearly indicates that, the defendant without any right is trying to get part of compensation amount awarded in the acquisition proceedings. Thus, plaintiff has proved that, behind the back of plaintiff the defendant is trying to withdraw the land acquisition compensation amount. Accordingly, this court answers issue No.2 in the affirmative and issue No.5 in the negative.

12. **Issue No.3:** Under this issue the fact to be proved by plaintiff is with regard to cause of obstruction and interference by the defendant to the peaceful possession and enjoyment of suit property by plaintiff. In view of the discussions made on issue No. 1 and 4, it is clear that, plaintiff is the owner in possession of 1 acre 12 guntas of land in Sy. No. 418 and the defendant has no right over suit property. It is well settled law that, mere apprehension of the plaintiff is sufficient to file a suit and claim obstruction and interference by the defendant. Even filing of the written statement can also be inferred as obstruction and interference. Looking into the relationship between the parties and the fact that, the plaintiff has proved that, the defendant has not purchased any property from the plaintiff, there appears to be conflict between the parties. As the defendant without any right over any part of suit property has initiated many proceedings before other courts and as the



defendant has failed to prove his possession over any part suit property, I am of the opinion that, it has to be inferred that, the defendant is trying to cause obstruction to the possession and enjoyment of part of suit property in possession of plaintiff. Accordingly, this court is of the opinion that, the defendant has caused obstruction and interference to the property in possession of plaintiff i.e., the 1 acre 12 guntas of land in Sy. No. 418. Thus, this court answers the present issue partly in the affirmative.

13. **Issue No.6:** In view of the discussions made on issue No. 1 to 5, this court is of the opinion that, the plaintiff has proved his ownership and possession over suit property (except the 35 guntas of land acquired by the Government). The plaintiff has also proved that the defendant without any right and behind the back of plaintiff is trying to withdraw the land acquisition compensation amount to the extent of 20 guntas. The plaintiff has also proved that, the defendant is obstructing and interfering the peaceful possession of plaintiff over suit property (except the 35 guntas of land acquired by the Government). On the other hand the defendant has failed to prove his right, title over 20 guntas of land in suit property and also failed to prove that, he is entitled for share in compensation award passed for the land acquired. Thus, plaintiff is entitled to the relief of declaration over suit property (to the extent left with him). The plaintiff is



also entitled for permanent injunction wherein defendant is restrained from withdrawing any compensation amount with regard to suit property and also restrained from causing obstruction and interference to the peaceful possession and enjoyment of suit property (to the extent left with him). The defendant is not entitled for any relief sought for. Accordingly, the present issue is answered partly in the affirmative.

14. **Issue No.7:** In view of the discussions made on issue No. 1 to 6, this courts proceeds to pass the following:

ORDER

Suit filed by the plaintiff is hereby decreed in part.

Plaintiff is declared as the owner in possession of suit property (except the property already acquired by the Government).

Defendant is hereby restrained from withdrawing any amount from the compensation awarded by Land Tribunal.



Defendant is also restrained from obstructing or interfering with peaceful possession and enjoyment of suit property (except the property already acquired by the Government).

No order as to cost.

Draw decree accordingly,

(Dictated to the Typist-Copyist, transcribed by him, the transcript corrected by me and then pronounced in the open court on this the 15th day of June 2026)

**(SRI ABHISHEK RAMACHANDRA JOSHI,
CIVIL JUDGE & JMFC., CHITTAPUR.)**



:A N N E X U R E:

List of witnesses examined for plaintiff:

PW-1 : Shamsundar S/o Bhimanna
Bombai

List of documents marked on behalf of plaintiff:

Ex.P.1 : RTC belongs to Sy. No. 418
 Ex. P.2 : RTC belong to Sy. No. 70.
 Ex. P.3 : Endorsement received from
Sub-registrar.
 Ex.P.4 : Endorsement from Tahasildar.
 Ex,P.5 : EC belongs to Sy. No.418
 Ex.P.6 : Order and Award in LAC 530/2022
 Ex.P.7 : Certificate issued from APMC.
 Ex. P.8 : Counter Petitioner in
LAC 530/2022.
 Ex.P.9 : Award in LAC 59/2009
 Ex.P.10 : Ordersheet in EP No. 20/2011
 Ex.P.11 : Ordersheet in EP No. 62/2011
 Ex.P.12 : Mutation copy of Sy. 418.
 Ex. P.13 : Utaar of Form B.
 EX. P.14 : Ex. P-14 in LAD 532/2000
 Ex. P.15 : Ordersheet in Appeal
No. 144/2005-06
 Ex. P.16 : Notification of 4(1).
 Ex. P.17 : Voucher (4 pages) while money
released in land acquisition.
 Ex. P.19 : Ordersheet in LAC 181/1998.
 Ex. P.20 : List of documents in Revenue
appeal No. 44-2025-26.
 Ex.P.21 : Copy of mutation No. 25.

List of witnesses examined on behalf of defendants:

Ex. DW.1 : Bheemaraya S/o Ishwarappa
Kumbar
 Ex. DW.2 : Puru S/o Teju



Ex. DW.3 : Gopal S/o Shivappa Ningeri.
Ex. DW.4 : Bhimaraya S/o Mallappa Honageri.

List of documents marked on behalf of defendants:

Ex. D.1 : Agreement for sale
Ex. D.2 : Handwritten RTC
Ex.D.3 : Handwritten RTC
Ex.D.4 : Handwritten RTC
Ex.D.5 : Handwritten RTC
Ex.D.6 to 13 : RTCs
Ex. D.14 : Certified copy of Public notice
issued under land Acquisition.
Ex.D.15 : Certified copy of report.
Ex. D.16 : Certified copy of award in
LAC No. 532/2002
Ex. D.17 : Endorsement.
Ex. D.18 : Handwritten RTC
Ex. D.19 : Encumbrance Certificate.

Civil Judge & JMFC., Chittapur