



Presented on : 22-07-2015
Registered on : 31-07-2015
Decided on : 25-03-2026
Duration : 10 years 08 month 03 days

**IN THE COURT OF THE SENIOR CIVIL JUDGE & J.M.F.C.
AT SEDAM**

**PRESENT: SRI.SAGAR GURUGOUDA PATIL
B.A., LL.B (Spl).
Senior Civil Judge & JMFC, Sedam.**

DATED : THIS 25th DAY OF MARCH-2026

ORIGINAL SUIT No.19/2015

PLAINTIFF/S:

Shamma W/o Late Ashappa @ Ashanna Besta
Age: About 76 years Occ:Agri R/o Chandrakal
Tq:Kandagal Dist: Maheboobnagar (T.S)(Died her
LR's)

1(A). Mogalappa S/o Ashappa Ashanna Besta Age:
62 years Oce: Agriculture R/o Chandrakal
Tq:Kodangal Dist:Maheboobnagar (T.S).(died on
1.10.2021 his LR's)

1(A)1. Ashanna S/o Mogalappa Besta Age: 50
years Occ: Agriculture R/o Chandrakal
Tq:Kodangal Dist:Maheboobnagar (T.S).

1(A)2.Bharatamma W/o Sayappa Gaddamidi (D/o
Mogalappa) Age:46 years Occ: Agriculture R/o
Kontanapalli Tq:Sedam Dist: Kalaburgi.



1(A)3.Basappa S/o Mogalappa Besta Age: 42 years Occ: Agriculture R/o Chandrakal Tq:Kodangal Dist: Maheboobnagar (T.S).

1(A)4.Apthagiri Lingamma D/o Mogalappa Besta Age: 40 years Occ: Agriculture R/o Chandrakal Tq:Kodangal Dist: Maheboobnagar (T.S).

1(A)5.Shankerappa S/o Mogalappa Besta Age: 38 years Oce: Agriculture R/o Chandrakal Tq: Kodangal Dist:Maheboobnagar (T.S).

1(A)6. Sunita D/o Mogalappa Besta Age: 35 years Occ: Agriculture R/o Chandrakal Tq:Kodangal Dist: Maheboobnagar (T.S).

1(B). Ashamma W/o Bichappa (D/o Ashappa Ashanna Besta) Age: 60 years Oce: Agriculture R/o Kontanapalli Tq Sedam Dist:Kalaburgi.

1.(C) Bichamma W/o Bichappa (D/o late Yallappa Besta) Age:48 years Oce: Agriculture Rio Halkoda Tq Chincholi Dist:Kalaburgi.

1.(D) Pedda Basappa S/o late Yallappa Besta Age:46 years Oce:Agriculture R/o Chandrakal Tq Kodangal Dist:Maheboobnagar (TS)

1(E) Ashamma W/o Yallappa (D/o late Yallappa Besta) Age:41 years Oce Agriculture Rio Damaragidda Mandal Piddampalle, Malredly pally Dist Maheboobnagar.

(F) Venkatappa 8/o late Yallappa Besta Age:34 years Oce:Agrleulture We Chandrakata Ty Rodaigal Dist Maheboobnagar (T.S)



(C)ttasalingamma Wie Lasmappa (D/e late Yallappa Besta) Age:33 years Dee Agriculture Re Gajarkot Tq and Dist:Yadgir.

(H) Srinivas 5/6 late Yallappa Besta Age:31 years Ove Agriculture Ro Chandrakal Te Kodangal Dist Maheboobnagar (T.S).

(Plaintiffs by Sri. SKD Advocate)

(V E R S U S)

DEFENDANT/S:

1.Narasamma W/o Late Dodla Narasappa Bakki Age: About 54 years Ose Agriculture R/e Silarkot Tq: Sedam Dist:Kalaburgi.

2. Saraswati Wie Late Ramappa Bakki Age: About 58 years Ose: Agriculture R/e Silarkot Tq Sedam Dist:Kalaburgi.

3. Buggamma Wie Late Bhimappa Age: About 64 years Bakki Oce Agriculture /e Silarkot Tq Sedam Dist:Kalaburgi.

4. Ashanna S/o Pedda Yallappa Bakki Age: About 70 years Ove Agriculture R/o Silarkot Tq Sedam Dist:Kalaburgi.

5.Janakamma Wie Late Mogalappa Bakki Age: About 60 years Ose Agriculture Rio Silarkot Tq Sedam Dist:Kalaburgi.

6.Chandramma W/o Late Basappa Bakki Age. About 62 years Ose: Agriculture Rio Silarkot Tq:Sedam Dist: Kalaburgi.



7. Buggamma W/o Late Narasappa Bakki Age: About 65 years De Agriculture Rio Silarkot Tq Sedam Dist Kalaburgi). (Died her LR's)

(A). Sayamma Wie Late Ramulu (D/o Narasappa Bakki) Age:Major Dee: Agfledture Rio Oni Sirigemgeri Qurumitkal.

(B). Sayamm W/e Anjalappa (D/o Narasappa Bakki) Age Major Ovet Agriculture Wo Lakka palli Narayanpet Mandal.

7.(C) Narasappa Bo Narasappa Bakki Age Major Ove Agriculture Ro Silarket Ty Sadam.

7.(D).Sayappa S/o Narasappa Bakki Age: Major Occ:Agriculture R/o Silarkot Tq:Sedam.

7.(E) Narasamma W/o Venkatappa (D/o Narasappa Bakki) Age: Major Occ: Agriculture R/o Pyalamade Kodangal Mandal.

8.Anjalamma W/o late Chandrappa Waddar Age: About 65 years Occ:Agriculture R/o Silarkot Tq:Sedam Dist: Kalaburgi.

(D.1 to 3, 5 & 6 by Smt./Sri. H.S.R. Advocate)
(D.4 and 8 Absent)
(D.7 (a to e) Absent)

Date of Institution of the Suit : 22-07-2015

Nature of the suit of : Declaration of title and injunction.

Date of Commencement of recording of evidence : 22-04-2016



Date on which the Judgment
was pronounced : 25-03-2026

Total Duration : Year/s Month/s Day/s
10 07 03

J U D G M E N T

The plaintiff has filed this suit for the reliefs of declaration of title to the suit 'A' schedule properties and for permanent injunction and rectification of revenue records.

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

The suit item No.1 property was granted in the name of one Sayamma W/o Husenappa Bakki. The said Sayamma W/o Husenappa Bakki was the owner and possessor of the suit 'A' schedule properties and the same are herein after referred as the suit properties. The plaintiff is the only daughter of the deceased Sayamma. During the lifetime of the said Sayamma she executed registered will deed dtd: 05.08.1983 in respect of the suit properties in favour of the plaintiff. The said Sayamma died on 10.12.1983 and after her death her only daughter and successor the plaintiff became the owner and possessor of the suit properties by virtue of will deed dtd: 05.08.1983. Accordingly mutation was effected in her name and her name was appearing in the ROR of the suit properties.



3. It is submitted that later on one Basappa Bakki, Ramappa Bakki, Bhimappa Bakki, Ashamma Bakki, Mogalappa Bakki, Dodla Narasappa Bakki, Narasappa Bakki and Ashanna Bakki, started quarreling with plaintiff and her sons without having any rights in the suit properties. Therefore, the plaintiff was constrained to file the suit before the Hon'ble Civil Judge and Gulbarga in OS NO.3/1985. Later on, the plaintiff being illiterate the defendants got thumb impression on the alleged compromise petition in the year 1986 which is not at all acted upon. Further, the Civil Judge Gulbarga I OS NO.3/1985 passed orders dated: 07.02.1987 and clearly held that at para 5 of the compromise petition the parties sought for cancellation of will deed dated: 08.08.1983 but the defendants did not pay court fee in respect of the reliefs claimed in para 5 though sufficient time was granted. This court deems it proper to reject the claim made by the parties in para 5 of the compromise petition. Therefore, the order dated 07.02.1987 passed in OS NO.3/1985 is binding on the parties.

4. It is submitted that suit properties are situated at Silarkot village Tq: Sedam and the same were standing in the name of plaintiff's mother Sayamma till the year 1982. Later on, Ashanna Bakki, Ramappa Bakki, Bhimappa Bakki, Mogalappa Bakki and Dodla Narsappa Bakki in collusion with revenue officers without having right or title got entered their names in the revenue records



without knowledge and behind the back of the plaintiff. The said entries in the ROR are illegal and no value in th eyes of law. The defendants without having any right or title to the suit property are unnecessarily quarreling with the plaintiff and trying to dispossess the plaintiff from the suit properties.

5. It is submitted that after the death of Sayamma the plaintiff is in possession and enjoyment of the suit properties and cultivating the same without interference of anybody. This year after Ugadi 2015 the plaintiff called defendants and conducted panchayat and the defendants agreed to co-oprate for correction of entries in the RORs and thereafter the plaintiff requested the defendants to come forward for correction of ROR. But the defendants failed to keep up their promise made in the panchayat and the defendants denied plaintiff's title on 01.07.2015. The defendants came to the suit properties and tried to dispossess the plaintiff from the suit properties. Hence, prays to decree the suit.

6. After service of the suit summons, the defendants No.1 to 8 put their appearance through their counsel and defendants No.1 to 4 and 7 filed their written statement. During pendency of the suit the defendants counsel got retired from the case and thereafter the defendant No.1 to 3, 5 and 6 appeared through another counsel but the defendants No.4, 7 and 8 remained absent. During pendency of the suit defendant No.7 was reported as dead and her Lrs brought on record as D.7 (a) to (e). Initially



D.7(c) and (d) appeared through their counsel and defendant NO.7(a) (b) and (e) remained absent and hence they were placed exparte. Thereafter, counsel for D.7(a, b & e) got retired from the case and thereafter they remained absent.

7. The defendant NO.1 to 4 and 7 in their written statement have denied that the suit item No.1 was granted in the name of Sayamma W/o Husenappa Bakki and she was the exclusive owner and possessor of the suit lands. They have admitted that plaintiff is the only daughter of the deceased Sayamma. They have denied that during her lifetime Sayamma executed registered will deed in favour of the plaintiff in respect of the suit lands. They have admitted that plaintiff's mother Sayamma died on 10.12.1983. They have denied that the plaintiff is the only daughter and successor of her parents by virtue of will deed dtd: 05.08.1983. They have denied rest of the plaint averments.

8. The defendants have contended that the suit is barred by law and also barred by the law of limitation. The suit is hit by the doctrine of resjudicata. Since the plaintiff was only daughter the question of executing will deed by her mother does not arise. This suit is barred under order 9 rule 9 of CPC. The plaintiff filed petition under 23 rule 3 of CPC and entered into compromise in OS No.3/1985 and the same was accepted by the court and accordingly decree was drawn. Therefore, the provisions of 23 rule 3 of CPC bars fresh suit. The suit is not maintainable. Hence,



prays to dismiss the suit.

9. On the basis of the above pleadings the following issues arise for my consideration:

1. Whether the plaintiff proves that she absolute owner of "A" schedule properties?
2. Whether plaintiff proves that she is in possession of suit schedule properties as on the date of suit?
3. Whether plaintiff proves that the interference by the defendants as alleged in the plaint?
4. Whether suit of plaintiff is barred by limitation?
5. Whether suit of plaintiff is hit by principle of Resjudicata?
6. Whether the plaintiff is entitled for reliefs sought for?
7. What order or decree?

10. The plaintiff in order to prove her case has examined her SPA holder as PW.1 and got marked 65 documents as Ex.P.1 to 65. During pendency of the suit the plaintiff-Shamma died and her Lrs came on record as P.1(a) to (h). When the matter was listed for cross-examination of PW.1, plaintiff died. Thereafter, plaintiff No.1(A3) by name Basappa is examined as PW.2 and he



got marked 90 as Ex.P.1 to P.90 including the 65 documents marked as Ex.P.1 to 65 in the evidence of PW.1. The Lrs of the plaintiff have got examined two witnesses as PW.2 and 3. On the other hand the defendants got examined the elder son of defendant No.2 as DW.1 and he got marked 17 documents as Ex.D.1 to 17. They have got examined elder son of defendant No.1 as DW.2. The defendants have got examined two witnesses as DW.3 and 4.

11. Heard the arguments and perused the records.

12. My findings on above issues are as under :

Issue No:1: Partly in the Affirmative

Issue No.2: Partly in the Affirmative

Issue No.3: As per observation

Issue No.4: As per observation

Issue No.5: In the Negative

Issue No.6: Partly in the Affirmative

Issue No.7: As per final order for the following;

REASONS

13. ISSUE No.1 & 2:- Since both these issues are interconnected the same are taken together for common discussion.

14. It is the case of the plaintiff that her mother the



deceased Sayamma was the exclusive owner and possessor of the suit properties and the plaintiff is the only daughter of her mother. During her lifetime Plaintiff's mother executed registered will deed dtd: 05.08.1983 in respect of the suit lands in favour of the plaintiff. Plaintiff's mother Sayamma died on 10.12.1983 and after her death the plaintiff being only daughter and successor of the her parents became absolute owner and possessor of the suit properties by virtue of will deed dtd: 05.08.1983. Later on, one Basappa Bakki and others tired to dispossess the plaintiff from the suit properties and therefore she had filed suit in OS No.3/1985 before the Civil Judge Gulbarga. Later on the plaintiff being illiterate the defendants got her thumb impression on the alleged compromise petition in the year 1986 which is not at all acted upon. Further, the Civil Judge Gulbarga by its order dated 07.02.1987 clearly held that in para No.5 of the compromise petition the parties sought for cancellation of will deed dtd: 08.08.1983 but they did not pay court fee in respect of the said relief though sufficient time was granted. Therefore, this court deem it proper to reject the claim made by the parties in para 5 of the compromise petition. The said order is binding on the parties. The plaintiff is in possession and enjoyment of the suit properties. But the defendants are trying to dispossess the plaintiff from the suit property and denied to rectify the revenue records in her name and also denied plaintiff's title to the suit property. On the other hand the defendants have admitted that the plaintiff is the



only daughter of the deceased Sayamma but denied that during her lifetime she executed registered will deed dtd: 05.08.1983 in respect of the suit properties in favour of the plaintiff. The plaintiff filed suit for declaration and injunction in OS No.3/1985 and filed compromise petition under order 23 rule 3 of CPC and entered into compromise and the court accepted the compromise and passed decree. Therefore, the suit is not maintainable.

15. The plaintiff in order to prove her case has examined her SPA holder as PW.1 and he got marked 65 documents as Ex.P.1 to 65. When the matter was listed for cross-examination of PW.1, the plaintiff died and her Lrs came on record. Thereafter, plaintiff No.1(A)(3) by name Basappa was examined as PW.2 and he got marked 90 documents as Ex.P.1 to 90 including 65 documents got marked by the PW.1. The plaintiff (A)(3) has affidavit U/O 18 Rule 4 of CPC containing his examination in chief by reiterating the plaint averments and got marked 90 documents at Ex.P.1 to P.90. The Khasra pahanies at Ex.P.1 to 19, the previous RTC extracts at Ex.P.20, 39 show that earlier the suit properties were standing in the name of plaintiff's mother Sayamma. The Form No.7, the grant certificate and land grant order at Ex.P.42 to 44 show that the suit item No.1 was granted in the name of plaintiff's mother Sayamma. The DW.2 in his cross-examination dated 18.07.2025 has admitted that land measuring 6 acres 8 guntas in Sy.No.185/2 was granted in the name of plaintiff's mother Sayamma. The DW.2 in his cross-examination at



page No.8 has admitted that land in Sy.No.363 came to the plaintiff after the death of her mother Sayamma. He has further admitted that in the year 1983 suit properties made in the name of the plaintiff. The above documents and admissions make it clear that the plaintiff's mother the deceased Sayamma was the absolute owner and possessor of the suit properties.

16. The certified copy of the registered will deed dtd; 05.08.1983 is at Ex.P.45 wherein plaintiff's mother Sayamma executed registered will deed and bequeathed all the suit properties in favour of her only daughter the plaintiff-Shamamma. The defendants in order to prove their case have examined elder son of defendant NO.2 as DW.1 and got marked 17 documents as Ex.D.1 to 17. The certified copy of the plaint in OS No.3/1985 is at Ex.D.1, wherein the plaintiff herein-Shamamma had filed suit for declaration of ownership and injunction against husband of defendant No.1 to 3, 5, 6, 7 by names Dodla Narasappa Bakki, Ramappa Bakki, Bhimappa Bakki, Mogalappa, Basappa and Narsappa for the relief of declaration of ownership and injunction before the Civil Judge Gulbarga in respect of suit items No.1, 3, 5 and 6 herein. The certified copy of compromise petition in OS No.3/1985 is at Ex.P.64 and Ex.D.2, wherein the plaintiff-Shamamma and defendants filed compromise petition before the court. In the compromise petition it is seen that the plaintiff and defendants put their thumb impressions on the compromise petition. The order sheet in OS No.3/1985 is at Ex.D.15 and the



order sheet dtd: 11.02.1986 reveals that the plaintiff and defendants appeared before the court and filed compromise petition under order 23 rule 3 of CPC and the court after due enquiry recorded its satisfaction and accepted the compromise petition. In the order sheet also the plaintiff and defendants put their thumb impressions. The certified copy of the decree in OS No.3/1985 is at Ex.D.16, wherein the court passed decree as per the compromise petition. The above documents go to show that earlier the plaintiff-Shamamma had filed suit for declaration of ownership and injunction in respect of the suit items No.1, 3, 5 and 6 properties against ancestors of the defendants before the Civil Judge Gulbarga in OS No.3/1985 and the parties got compromised the suit before the court.

17. The compromise petition is at Ex.P.64 and the compromise decree at Ex.D.16 disclose that the matter was compromised between the parties and the terms of the compromise are as follows;

1. The plaintiff admit that the defendants 2 to 8 are the exclusive owners in possession of the lands mentioned in para-3 of the plaint, viz;-

a) Sy.No.379/3 measuring 2 acres 21 guntas, assessed at Rs.1.46 Ps situated at Siralkot Tq. Sedam Dist. Gulbarga.



b) Sy.No.35/16 measuring 14 guntas (Garden land) assessed at R.0-32 situated at Siralkot, Tq: Sedam.

c) Sy.No.36/2 measuring 12 guntas, assessed at Rs.0.47 (wet-land) situated at Siralkot Tq: Sedam.

d) Sy.No.185/2 measuring 6 acres 8 guntas out of Sy.No.185 which totally measuring 74 acres 23 guntas situated at Siralkot, the Sketch map of land Sy.No.185/2 is filed with the plaint.

and a house bearing Panchayat No.3-59/E situated at Siralkot Tq: Sedam.

2. That, the defendants 2 to 8 have paid a sum of Rs.27,400/- (Rupees Twenty Seven Thousand Four Hundred Only) to the plaintiff in lieu of her share or right if any, in the above suit property. In this way the plaintiff admits that she has no right or locus standi either with the ownership or possession of the above referred lands and house and hence they admit that the defendants 2 to 8 are the exclusive owners in possession thereof.

3. That, the plaintiff also admit that the defts. 2 to 8 are also entitled to get their names entered in the Record of rights and Panchayat Records by deleting the name of the plaintiff and they are also entitled to get their names entered in the said records as owners and



possessors of the property as referred to above.

4. That, the defendant-1 admit that he has no concern either with the ownership or possession of the suit property and he further admit the ownership and possession of the defendants Nos.2 to 8 over the suit property.

5. That, the plaintiff also admit the fact that in respect of land Sy.No.185/2 although the land is granted in the name of the mother of the plaintiff, but the said occupancy rights were granted on behalf of the family of the defendants 2 to 8 as her name is mentioned in the Records of Rights as an elderly member of the family. Therefore the plaintiff also admit that the defendants 2 to 8 alone are tenants in possession and the plaintiff has no right or locus standi either with the ownership or possession of the suit property.

6. The parties will bear their own costs.

18. The learned senior counsel for the plaintiff has argued that the plaintiff the was illiterate and the defendants took thumb impression of the plaintiff on the alleged compromise decree in the year 1986 and the compromise decree was not acted upon. The above line of arguments can not accepted for the reason that the



compromise was recorded in a court of law by a judicial officer and a certain sanctity is attached to it and it has to be presumed that the same was recorded voluntarily. This view of mine is supported by the Hon'ble decision of the Punjab and haryana High Court in the case of Lachhman Dass Vs. Amarjit Singh Sahni and Another (CR-6310-2019(O& M)) date of decision 06.10.2020, wherein at para 20 of its judgment the Hon'ble High Court held as under;

20. The aforesaid statements were recorded in a Court of law by a Judicial Officer who would have taken all care and caution before recording such statements. The statements were recorded in the presence of respective counsel of the parties and who had duly identified them in the Court. Such statements recorded before a Judicial Officer in a Court of law cannot be said to have lesser sanctity than an instrument of Compromise drawn outside the Court attested by some Oath Commissioner/Notary Public or any other authority. A certain sanctity is attached to a statement made by a party in the Court and it has to be presumed that the same was recorded voluntarily. In case a party is permitted to wriggle out of such statements by conveniently raising some frivolous allegations against his counsel or against opposing counsel, then it will



virtually lead to mockery of the Court.

19. Relying on the terms of the compromise the learned counsel for defendants has argued that their ancestors i.e., defendant No.2 to 8 in OS No.3/1985 paid a sum of Rs.27,400/- to the plaintiff in lieu of her share or right if any in the suit properties and the plaintiff has admitted that she has no right ownership or possession over the suit properties and she admit that defendants 2 to 8 are the exclusive owners and in possession. Accordingly the defendants No.2 to 8 in OS No.3/1985 became absolute owners and possessors of the suit properties. Per contra, the learned counsel for the plaintiff has argued that in para 5 of the compromise petition at Ex.P.64 it is mentioned that *“it is resolved under this settlement that the registered will deed said to have been executed by the mother of the plaintiff in favour of the plaintiff dated 8th August 1983 is null and void and legally ineffective and not binding on the rights of the defendants 2 to 8 and the plaintiff further admit that the same shall be treated as cancelled”*. But the defendants did not pay court fee for the relief of cancellation of the will deed. Therefore the court by its order dated 01.02.1987 directed the office draw up the decree in terms of compromise excluding the prayer incorporated in para 5 of the compromise petition. The



learned counsel for the plaintiff relying on the above order of the court in OS No.3/1985 has argued that as per the above order it is clear that the will deed was not cancelled and therefore the plaintiff continued as owner of the suit properties.

20. It is important to note that this court already held that plaintiff's mother Sayamma was the absolute owner of suit properties. The records reveal that the said Sayamma during her lifetime executed will deed dtd: 08.08.1983 in respect of the suit properties in favour of her only daughter-the plaintiff. It is not in dispute that plaintiff is the only daughter of the said Sayamma. Therefore, it has to be noted that after the death of Sayamma the plaintiff became owner of the suit properties by virtue of will deed dtd: 08.08.1983. Therefore, if will deed is not cancelled the plaintiff continue as owner of the suit properties until she transfer title to the suit properties to somebody. On the other hand if the will cancelled under the promise decree in OS No.3/1985 then also she was the owner of the suit properties until she gave up her rights in favour of somebody. Therefore, whether will deed was cancelled as per compromise decree in OS No.3/1985 or it was not cancelled do not make much difference because being the only daughter the plaintiff was the only Class-I heir of her mother. Therefore, in the absence of the will deed also she was the owner of the suit properties by virtue of Sec. 15 of Hindu Succession Act. Therefore, if it is considered that the will was not cancelled under



the compromise decree in OS No.3/1985 the plaintiff continued as owner of the suit properties until she gave up her rights in the suit properties by receiving an amount of Rs.27,400/- in favour of defendants 2 to 8 in OS No.3/1985. Therefore, only because will deed was not cancelled the plaintiff cannot continue as owner of the suit properties even after compromise decree since as per the recitals in the compromise decree at paras 2 to 5 it becomes clear that the plaintiff gave up her right title and possession over the suit properties in favour of defendant No.2 to 8 and thereby she lost her right title interest and possession over the suit properties.

21. The documents at Ex.P.48 to P.63, 65 to 79 go to show that revenue dispute was pending before the parties before the revenue courts with regard to sanctioning of mutation in respect of the suit properties. It is settled law that the orders passed by the revenue courts are subject to the result of the Civil Court. Therefore, the documents pertaining to revenue dispute and the orders passed therein does not get much importance in this suit. Therefore, this court declined to venture much discussion on the documents at Ex.P.48 to 63 and 65 to 79.

22. The legal representatives of the plaintiff in order to prove that case have examined two witnesses as PW.2 and 3 and they have filed affidavits in lieu of their examination in chief and stated that the suit properties are in possession and enjoyment of the plaintiff and even now also the plaintiffs are cultivate the suit



lands. They used to go to the suit properties as and when plaintiff request them for agriculture operations. IN the cross-examination of the PW.3 has stated that he went to arka land and it measures 6 acres and he don't know boundaries of the said land. He has also stated that he did not see the documents regarding sanctioning of mutation. The PW.3 in his cross-examination has stated that “ನನ್ನನ್ನು 20 ವರ್ಷಗಳ ಹಿಂದೆ ಮೊಗಲಪ್ಪ ದಾವಾ ಜಮೀನಿನಲ್ಲಿ ಕೆಲಸಕ್ಕೆ ಕರೆದುಕೊಂಡು ಹೋಗಿದ್ದ. ಸದರಿ ಜಮೀನು ಸಿಲಾರಕೋಟ ಸೀಮೆಯಲ್ಲಿ ಬರುತ್ತದೆ. ಸದರಿ ಜಮೀನಿನ ವಿಸ್ತೀರ್ಣ ಮತ್ತು ಚೆಕುಂದಿ ನನಗೆ ಗೊತ್ತಿಲ್ಲ. ಸದರಿ ಜಮೀನಿನ ಸರ್ವೆ ನಂಬರ ಗೊತ್ತಿಲ್ಲ. ಎಷ್ಟು ಸರ್ವೆ ನಂಬರಗಳು ಇವೆ ನನಗೆ ಗೊತ್ತಿಲ್ಲ. ದಾವಾ ಸ್ವತ್ತಿನ ದಾಖಲಾತಿಗಳನ್ನು ನಾನು ನೋಡಿಲ್ಲ. ನನ್ನ ಮುಖ್ಯ ವಿಚಾರಣಾ ಪ್ರಮಾಣ ಪತ್ರದಲ್ಲಿ ನಾನು ದಾವಾ ಸ್ವತ್ತುಗಳು ದಾಖಲಾತಿಗಳನ್ನು ನೋಡಿದ್ದೇನೆ ಎಂದು ಉಲ್ಲೇಖ ಇದೆ ಎಂದರೆ ಅದರ ಬಗ್ಗೆ ನನಗೆ ಗೊತ್ತಿಲ್ಲ”. The above evidence of PW.3 and 4 go to show that they pleaded ignorance in their cross-examination and the same shows that they don't know about actual possession of the suit properties. Therefore, the evidence of PW.3 and 4 is not helpful for the plaintiffs to prove their possession over the suit properties.

23. The DW.1 and 2 in their examination in chief have stated that the defendants are in possession of the suit properties. In support of their evidence they have examined two witnesses as DW.3 and 4. The DW.3 and 4 have deposed that the defendants are in possession of the suit properties as its owners and since 1972 their family members have been cultivating the suit properties. In the cross-examination of DW.1 to 4 nothing material



is elicited.

24. It is on record that plaintiff's Sayamma was the absolute owner of the suit properties and during her lifetime she executed registered will deed dtd: 05.08.1983 and bequeathed the suit properties in favour of the plaintiff. The said Sayamma died on 10.12.1983 leaving behind her the only daughter i.e., the plaintiff. The mutation register bearing MR No.91 dated: 16.05.1983 shows that after the death of plaintiff's mother Sayamma the suit properties were mutated in the name of the plaintiff on the basis of inheritance. The same indicates that after the death of Sayamma plaintiff inherited the suit properties and became owner of the suit properties. The certified copy of the plaint in OS No.3/1985 shows that the plaintiff had filed suit for declaration and injunction in respect of four lands i.e., lands in Sy.No.379/3, 35/16, 36/2 and Sy.No.185/2. The compromise petition at Ex.D.2 shows that the plaintiff and ancestors of the defendants entered into compromise in respect of the above four properties. The compromise decree in OS No.3/1985 is at Ex.D.16 wherein it is seen that the plaintiff gave up her right title in the above suit properties in favour of ancestors of the defendants. On perusal of the plaint, compromise petition and compromise decree it becomes clear that in OS No.3/1985 suit items No.1, 3, 5 and 6 herein were the subject matter of the suit and compromise was entered only in respect of the said properties and suit items No.2 and 4 herein were not the subject matter of the suit in OS No.3/1985. The DW.2 in his cross-



examination at page No.8 has admitted that land in Sy.No.363 is not involved in the compromise decree. Therefore, it has to be held that under the compromise the plaintiff gave up her rights only in respect of suit items No.1, 3, 5 and 6 herein and the plaintiff continued as owner of suit items No.2 and 4 properties herein. The RTC extract at Ex.P.82 and 69 show that suit items No.2 and 4 were standing in the name of the plaintiff. The RTC extract at Ex.P.86 shows that in the year 2025 also the suit item No.2 is standing in the name of the deceased plaintiff. The RTC extract at Ex.P.88 shows that from the year 2021 to 2023 the suit item No.4 stands in the name of plaintiff No.1(A)(3) Basappa S/o Mogalappa. The above documents disclose that during the lifetime till her last breath the plaintiff was owner of the suit items No.2 and 4 and she died leaving behind plaintiff No.1(A) to 1(H) as her Class-I heirs and after her death her Class-I heirs became owners of the suit items No.2 and 4. The above revenue records indicate that the Class-I heirs of the plaintiff i.e., plaintiff No.1(A) to 1(H) are in possession of suit items No.2 and 4 properties.

25. By considering the oral and documentary evidence on record, the facts and circumstances of the case and the position of law it becomes clear that the plaintiff has failed to prove her title and possession to the suit items No.1, 3, 5 and 6 properties as on the date of the suit. Per contra, the defendants have proved that their ancestors acquired the suit items No.1, 3, 5 and 6 properties under the compromise decree in OS No.3/1985 and since then



they have been in possession of the said properties as its absolute owners. But the Lrs of the plaintiff have successfully proved that she continued as owner of suit items No.2 and 4 properties till her last breath and after her death her legal representatives plaintiff No.1(A) to 1(H) succeeded suit items No.2 and 4 properties and they are in possession of the suit items No.2 and 4 properties. Hence, I answer issue No.1 and 2 in the partly in the Affirmative.

26. Issue No.3:- The plaintiff has pleaded that her mother Syamma was the absolute owner of the suit properties and she bequeathed the suit properties in favour of the plaintiff. After the death of plaintiff's mother the plaintiff became owner of the suit properties. Since one Basappa Bakki and other tried to dispossess her from the suit properties she had filed suit in OS No.3/1985 and the plaintiff being illiterate the defendants got thumb impression of the plaintiff on the alleged compromise petition in the year 1986. Thereafter without knowledge to the plaintiff they got changed the revenue records of the suit properties in their names. Now they are trying to dispossess the plaintiff from the suit properties. Per contra, the defendants have denied the allegations of the plaintiff and contended that by virtue of compromise decree in OS No.3/1985 they have been possession of the suit properties as its absolute owners. This court is already held that the plaintiff has failed to prove her title and possession over the suit items No.1, 3, 5 and 6 properties. On



the other hands the defendants have proved that they are in actual possession of the suit items No.1, 3, 5 and 6 properties. Therefore, the question of the defendants interfering with plaintiff's possession over the lands in suit items No.1, 3, 5 and 6 does not arise.

27. It is important to note that the Lrs of the plaintiff have proved that they are in possession of suit items No.2 and 4 properties. The records reveal that though suit items No.2 and 4 are not the subject matter of suit in OS NO.3/1985 the defendants in their written statement have denied the title and possession of the plaintiff over the suit items No.2 and 4 properties. The records reveal that before filing of the suit also the defendants have denied plaintiff's title and possession over the lands in suit items No.2 and 4 properties also though they had no right title or interest over the said properties. Therefore, the denial of plaintiffs title and possession over the suit properties when the defendants itself sufficient to come to a conclusion that the defendants tried to dispossess the plaintiff from the suit items No.2 and 4 properties. Hence, I answer issue No.3 accordingly.

28. Issue No.4:- It is admitted fact that the plaintiff had filed suit for declaration and injunction in respect of the suit properties in OS No.3/1985. The records reveal that the said suit the plaintiff and defendants entered into compromise on 11.02.1986 and the recitals of the compromise decree disclose



that the plaintiff gave up her right title and share in the suit items No.1, 3, 5 and 6 properties in favour of ancestors of the defendants by receiving Rs.27,400/- in lieu of her share and admitted that the defendants are the owners and in possession of the suit items No.1, 3, 5 and 6 properties. Since then the plaintiff kept quiet till filing of this suit i.e., 22.07.2015. The plaintiff lost her right title interest and possession over the suit items No.1, 3, 5 and 6 properties as on the date of entering into compromise i.e., 11.02.1986. Thereafter, she neither challenged compromise decree nor preferred any appeal. Apart from this in this suit also the plaintiff has not challenged the compromise decree entered in OS NO.3/1985. Therefore, the compromise passed in OS No.3/1985 has attained finality. Therefore, she was required to file suit within three years as provided under Sec.59 of Limitation Act, which reads as under;

59.	To cancel or set aside an instrument or decree or for the rescission of a contract.	Three years	When the facts entitling the plaintiff to have the instrument or decree cancelled or set aside or the contract rescinded first become known to him.
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The plaintiff herself party to the suit in OS No.3/1985. Therefore, it is clear that the compromise decree in OS No.3/1985 was well within the knowledge of the plaintiff from the date of filing the compromise petition and drawing the decree i.e., 11.02.1986. It is true that in this case the plaintiff has not challenged the compromise decree but the records reveal that since 11.02.1986



the defendants claiming their title and possession over the suit properties and thereby denied plaintiff's title and possession over the suit properties. Therefore, she was suppose to file suit within three years from 11.02.1986. But she filed this suit almost after 30 years from the date of compromise decree. Therefore, it can be held that this suit is hopelessly barred by the law of limitation in respect of suit items No.1, 3, 5 and 6 properties. Hence, I answer issue No.4 accordingly.

29. Issue No.5:- It is on record that the plaintiff had earlier filed suit in OS No.3/1985 against the ancestors of the defendants in respect of suit items No.1, 3, 5 and 6 properties for the relief of declaration and injunction and the said suit was compromised and accordingly compromise decree was passed on 11.02.1986. The plaintiff had again filed this suit for the reliefs of declaration and injunction in respect of suit items No.1, 3, 5 and 6 properties and two other properties against the defendants. The defendants in their written statement have contended that the suit is hit by the doctrine of resjudicata envisaged U/Sec.11 of CPC. Per contra, the learned counsel for the plaintiff has argued that the compromise decree does not operate as resjudicata. At this stage it is useful to refer the decision of Hon'ble Supreme Court in the case of Sunderabai and another Vs. Jivaji Devrao Deshpande reported in (1952) 2 SCC 92, wherein the Hon'ble Supreme Court at paras 15 to 17 of its judgment held as under;



15. The bar of "res judicata" however, may not in terms be applicable in the present case, as the decree passed in Suit No. 291 of 1937 was a decree in terms of the compromise. The terms of Section 11 of the Civil Procedure Code would not be strictly applicable to the same but the underlying principle of estoppel would still apply. Vide the commentary of Sir Dinshaw Mulla on Section 11 of the Civil Procedure Code at p. 84 of the 11th Edn. under the caption "Consent decree and estoppel":

"The present section does not apply in terms to consent decrees; for it cannot be said in the cases of such decrees that the matters in issue between the parties 'have been heard and finally decided' within the meaning of this section. A consent decree, however, has to all intents and purposes the same effect as 'res judicata' as a decree passed 'in invitum'. It raises an estoppel as much as a decree passed 'in invitum'."

16. The contention which was very strenuously urged before us by the learned Attorney General on behalf of Defendant 1 therefore was that the plaintiff was estopped from contending that Gangabai had a right to adopt him as a son to her deceased husband Shankar, on 12-12-1943.

17. Estoppel is a rule of evidence and the general rule is enacted in Section 115 of the Evidence Act which lays down that when one person has by his declaration, act or omission caused or permitted another person to believe a thing to be true and to act upon such belief neither he nor his representative shall be allowed in any suit or proceeding between himself and such person or his representative to deny the truth of that thing. This is the rule of estoppel by conduct as distinguished from an estoppel by record which constitutes the bar of "res judicata". The estoppel in this case was pleaded by Defendant 1 in the manner following in Para 6 of her written statement:

"The plaintiff's claim is also barred by estoppel as he received Rs 8000 as a consideration for accepting the terms of compromise



from the defendant. As the compromise was lawful and as he induced the defendant to pay Rs 8000 on the understanding that Gangabai lost her right to adopt and he would never raise any dispute, he is estopped from contending that Gangabai had not lost her right to adopt.

30. In view of the above principles of law it becomes clear that the bar of res judicata is not applicable to the case at hand. But it raises estoppel as much as a decree passed “in invitum”. In this case the plaintiff claim is barred by estoppel as she received Rs.27,400/- as a consideration for accepting the terms of compromise from the defendants. As the compromise was lawful and she induced the defendants to pay Rs.27,400/- on the understanding that she gave up her right in the suit properties in favour of the defendants. Therefore, now she is estopped from contending that she had not lost her right in the suit properties.

31. In view of the above discussion this court is of the opinion that this suit is not hit by the principle of res judicata. Hence, I answer issue No.5 in the Negative.

32. Issue No.6:- In view of the issue No.1 to 4 the plaintiff is entitled for the relief of declaration and injunction in respect of suit items No.2 and 4 only and she is not entitled for any of the reliefs in respect of suit items No1, 3, 5 and 6. Accordingly, now the Lrs of the plaintiff are entitled for mutation of their names in the revenue records of suit items No.2 and 4 properties. Similarly it is open for the defendants to apply for sanction of



mutation in their names in respect of suit items No.1, 3, 5 and 6 properties. Hence, I answer issue No.6 partly in the Affirmative.

33. Issue No.7:- For the foregoing reasons, I proceed to pass the following:

ORDER

The suit of the plaintiff is hereby partly decreed with costs.

The plaintiff is hereby declared as owner of suit items No.2 and 4 of the suit 'A' schedule properties.

The defendants are hereby restrained by way of permanent injunction by interfering with plaintiff's peaceful possession and enjoyment over the suit items No.2 and 4 properties.

The revenue authorities are thereby directed to rectify the revenue record of suit items No.2 and 4 properties by entering the names of the LRs of the plaintiff.

Office to draw decree accordingly.

(Dictated to the Stenographer directly, typed and computerized by him, corrected and then pronounced by me, in the open Court on this the **25th day of March-2026**)

(SAGAR GURUGOUDA PATIL)
Senior Civil Judge & JMFC,
Sedam.



ANNEXURE

LIST OF WITNESSES EXAMINED ON BEHALF OF PLAINTIFF/S:

- PW.1 : Mogalappa S/o Late Ashappa @ Ashanna Besta
PW.2 : Basappa S/o Mogalappa Besta
PW.3 : Sayappa S/o Narasappa
PW.4 : Babumiya S/o Sayed

LIST OF EXHIBITS MARKED ON BEHALF OF PLAINTIFF/S:

- Ex.P.1 to 19 : Khasra Pahanies
Ex.P.20 to 41 : RORs
Ex.P.42 : Form No.7
Ex.P.43 : Form No.10
Ex.P.44 : Proceedings of Tahasildar Sedam
Ex.P.45 : Register of will and authorities at adopt
Ex.P.46 : C.C of order sheet in OS No.3/1985
Ex.P.47 : C.C. of decree passed in OS No.3/1985
Ex.P.48 to 51 : Appeal petitions before the A.C. Sedam
Ex.P.52 : Written argument before the A.C. Sedam
Ex.P.53 to 55 : Endorsements
Ex.P.56 : Mutation order sheet
Ex.P.57 : Form No.21
Ex.P.58 : Copy of mutation register
Ex.P.59 & 60 : C.C. of applications submitted before the Tahasildar Sedam.
Ex.P.61 : C.C. of Hakku Patra
Ex.P.62 : Proceedings of Dy.Tahasildar Mudhol
Ex.P.63 : Copy of written argument
Ex.P.64 : C.C. of compromise petition in OS No.3/1985
Ex.P.65 : Proceedings of Deputy Commissioner
Ex.P.66 : Memo submitted before the Deputy Commissioner
Ex.P.67 : Written argument before the Deputy Commissioner



- Ex.P.68 : Proceedings of A.C. Sedam
Ex.P.69 : ROR
Ex.P.70 : Mutation register
Ex.P.71 : Proceedings of A.C. Sedam
Ex.P.72 : Proceedings of A.C. Sedam
Ex.P.73 : Endorsement from Tahasildar Sedam
Ex.P.74 : Endorsement from Tahasildar Sedam
Ex.P.75 : Mutation Register
Ex.P.76 : Proceedings of Tahasildar Sedam
Ex.P.77 : Proceedings of Tahasildar Sedam
Ex.P.78 & 79 : Mutation registers
Ex.P.80 to 83 : RORs
Ex.P.84 : SPA
Ex.P.85 to 90 : Computerized RORs

LIST OF WITNESSES EXAMINED ON BEHALF OF DEFENDANTS:

- DW.1 : Mahipal S/o Ramappa Bakki
DW.2 : Ambanna S/o Late Narasappa Bakki
DW.3 : Damodar Reddy S/o Venkatreddy
DW.4 : Basavaraj S/o Sharanappa Gaddimid

LIST OF EXHIBITS MARKED ON BEHALF OF DEFENDANTS:

- Ex.D.1 : C.C. of plaint in OS No.3/1985
Ex.D.2 : C.C. of compromise petition in OS No.3/1985
Ex.D.3 & 4 : C.C. of Interim applications
Ex.D.5 to 14 : Affidavits
Ex.D.15 : C.C. of order sheet in OS No.3/1985
Ex.D.16 : C.C. of decree passed in OS No.3/1985
Ex.D.17 : C.C. of proceeding of A.C. Sedam.

**Senior Civil Judge & JMFC,
Sedam.**