KAKL200019462018

IN THE COURT OF THE I ADDL CIVIL JUDGE AND JMFC AT BANGARPET.

:PRESENT:
SRI.CHANDRASHEKHAR ALABUR,
B.A., LL.B., (Hons)
I ADDL., CIVIL JUDGE & JMFC., BANGARPET.

O.S. NO.282/2018

DATED THIS 21st DAY OF JULY 2026

PLAINTIFF/S:-

Sri. Syed Samiulla,
S/o Late Syed Gaffer Shib,
Aged about 67 years,
R/at Margal Village,
Kasaba Hobli,
Bangarpet Taluk.

(Rep. by *Sri.* ***Jogappa .K*** - Advocate)

-V/S-

DEFENDANT/S:-

1. Mufeez-Ur-Rahaman,
S/o Late Shaik Ismail,
Aged about 50 years,
R/at No.3224, Kumbar Road,
Bangarpet Town.

2. **M.S. Rajendra,**
S/o Late M.S. Srinivasalu Naidu,
Aged about 70 years,
R/at No.86, Behind Bus Stand,
Bangarpet Town.

3. **Zakir Khan,**
S/o Basheer Ahmed Khan,
Aged about 53 years,
R/at Margal Village,
Kasaba Hobli,
Bangarpet Taluk.

(**D1** & **D3** Rep. by *Sri*. ***N. Jaya Prakash*** – Advocate and **D2** placed ***Exparte***)

1	Date of institution of the suit	17.11.2018
2	Nature of the suit	Declaration of Title and Permanent Injunction
3	Date of recording of evidence	14.03.2023
4	Date on which Judgment was pronounced	21.07.2026
5	Total duration	Year/s Month/s Day/s 07 08 04

CHANDRASHEKHAR ALABUR

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(CHANDRASHEKHAR ALABUR)
I Addl. Civil Judge and J.M.F.C.,
Bangarpet

J U D G M E N T

The plaintiff has instituted the present suit against the defendants seeking the reliefs of declaration of title over the suit schedule properties, declaration that the sale deeds dated 25.06.2008 and 22.03.2010 are null and void and not binding on him, and permanent injunction restraining the defendants, their agents and persons claiming through them from interfering with the plaintiff's alleged peaceful possession and enjoyment over the suit schedule properties.

2. ***Brief Facts of the Plaint:***

The case of the plaintiff, in brief, is that the suit schedule properties bearing Sy.No.10 measuring 0-18 guntas and Sy.No.18 measuring 0-4 guntas, both adjacent and situated at Karabele Village, Kasaba Hobli, Bangarpet Taluk, are the absolute properties of the plaintiff, having been purchased by him under a registered sale deed in the year 1982. It is pleaded that since the said purchase the plaintiff became the absolute owner in possession of the suit schedule properties, that the katha of the properties has been mutated in his name on the basis of the said sale deed, and that he has been paying taxes to the Government in respect of the same.

3. It is further pleaded that the plaintiff, being in need of financial assistance, approached Defendant No.2, who, on his request, paid him a sum of Rs.50,000/-. It is averred that Defendant No.2 insisted upon security for the said loan amount, and that, pursuant to a contract between them, the plaintiff executed a nominal sale deed dated 25.06.2008 registered vide document No.1306/2008-09 in favour of Defendant No.2, purely as security for the loan of Rs.50,000/-. The plaintiff avers that he did not deliver possession of the suit property to either Defendant No.1 or Defendant No.2 and that he retained possession even after execution of the said deed; that there was no passing of consideration in that neither did he receive sale consideration nor did Defendant No.2 pay the same to him; and that the transaction was purely bilateral in nature, resting only on consent and acceptance between the plaintiff and Defendant No.2.

4. It is further averred that on the basis of the said nominal sale deed dated 25.06.2008, the katha was never effected in the name of Defendant No.2, and that the katha and RTC of the suit properties continued to stand in the plaintiff's name, which, according to the plaintiff, establishes that there was no actual transfer of ownership and that the deed was only nominal in character.

5. The plaintiff further contends that, having suffered huge losses in his business, he approached Defendant No.1 for financial assistance to clear his debts; that Defendant No.1 also insisted upon security; and that, as the plaintiff had already executed a nominal sale deed in favour of Defendant No.2 and the katha continued in his own name, the plaintiff and Defendant No.2 jointly executed a further registered sale deed dated 22.03.2010 vide document No.8663/2009-10 in favour of Defendant No.1, which, according to the plaintiff, is also a nominal and sham document, not conferring any right on Defendant No.1 and not binding upon the plaintiff.

6. The plaintiff contends that the defendants have absolutely no right, title, interest or possession over the suit schedule properties, and that, taking undue advantage of the influence of local persons inimical towards him, the defendants are denying his title on the strength of the alleged nominal sale deeds and are attempting to interfere with his peaceful possession. The cause of action is stated to have arisen on 02.11.2018, when Defendant No.2 attempted to interfere with the suit properties and denied the plaintiff's title thereto, at Karabele Village, Kasaba Hobli, Bangarpet Taluk. Hence, the plaintiff has sought the reliefs of declaration of title, declaration of nullity of the sale deeds dated 25.06.2008 and 22.03.2010, and permanent injunction, as set out in the plaint. Hence prays to decree the suit.

7. After institution of the suit, summons was ordered to the defendants. Defendant No.1 appeared through his counsel and filed written statement resisting the claim of the plaintiff. Defendant No.2, despite service of summons, did not appear and was proceeded against ex-parte. During the pendency of the suit, upon coming to know of a further alienation, the plaintiff impleaded one Zakir Khan as Defendant No.3 by way of amendment, who also appeared through counsel and filed his written statement.

8. *Brief facts of the Written statement of Defendant No.1:*

Defendant No.1 has denied the claim of the plaintiff in its entirety. He has specifically denied the averments that the plaintiff purchased the suit properties under a registered sale deed in the year 1982 and continued in possession with the katha mutated in his name. He has denied the averments regarding the loan of Rs.50,000/- and the execution of the sale deed dated 25.06.2008 as security, and has denied that the plaintiff retained possession after execution of the said deed. He has denied the allegations made in paragraphs 5, 6 and 7 of the plaint in their entirety, and has contended that there is no cause of action for the suit and that the same is imaginary, having been concocted for the purpose of filing the suit.

9. Defendant No.1 has further pleaded that the plaintiff sold the suit schedule properties through his General Power of Attorney holder, one R. Aravind Vishwanath, in favour of Defendant No.2, under the registered sale deed dated 25.06.2008, and delivered possession thereof to Defendant No.2, who became the absolute owner in possession with the revenue records transferred in his name; and that Defendant No.2, along with the plaintiff, thereafter sold the suit properties in favour of Defendant No.1 under the registered sale deed dated 23.03.2010, delivering possession and transferring revenue records in favour of Defendant No.1, who thereby became the absolute owner in possession and enjoyment thereof.

10. It is further pleaded that Defendant No.1, in turn, sold the suit properties to one Zakir Khan under the registered sale deed dated 16.11.2012 and delivered possession to him, and that the said Zakir Khan is, at present, the absolute owner in possession and enjoyment of the suit properties, with all relevant revenue records standing in his name.

11. Defendant No.1 has specifically contended that the plaintiff has no right to institute the suit, as he himself executed the absolute sale deeds dated 25.06.2008 and 23.03.2010 and never challenged the same since the dates of their execution; that he has filed the present suit after a lapse of 9 to 10 years; and that had the said sale deeds been nominal, as alleged, the suit ought to have been filed within three years from the dates of the said deeds. It is contended that the suit is hopelessly barred by limitation and liable to be dismissed on the point of limitation itself, without proceeding to the merits, under Order VII Rule 11(d) CPC. Defendant No.1 has further contended that the suit is bad for non-joinder of necessary parties, is not properly valued, and that the Court fee paid is insufficient; and that grave hardship would be caused to him and to the said Zakir Khan if the suit is decreed, whereas no hardship would be caused to the plaintiff if the suit is dismissed. Accordingly, dismissal of the suit with exemplary costs has been sought.

12. ***Brief facts of the Written statement of Defendant No.3:***

Defendant No.3 - Zakir Khan, upon being impleaded, has adopted substantially the same defence as Defendant No.1, denying the plaint averments in their entirety and denying that the documents produced by the plaintiff are binding upon him. He has specifically pleaded that he purchased the suit schedule properties from Defendant No.1 under the registered sale deed dated 16.11.2012, took possession thereof from Defendant No.1, and is, at present, the absolute owner in possession and enjoyment of the suit properties, with the revenue records standing in his name.

13. Defendant No.3 has contended that the plaintiff has no right to institute the suit, having himself executed the sale deeds dated 25.06.2008 and 23.03.2010 and never having challenged the same; that the suit, filed after a lapse of 9 to 10 years, is hopelessly barred by limitation and is liable to be dismissed under Order VII Rule 11(d) CPC; that the plaintiff has impleaded him without seeking any specific relief against him; that the suit is not properly valued and the Court fee paid is insufficient; and that he would suffer loss and hardship if the suit is decreed, whereas no hardship would be caused to the plaintiff if it is dismissed. Accordingly, Defendant No.3 has also sought dismissal of the suit with exemplary costs.

14. Defendant No.2 - M.S. Rajendra, despite service of summons, neither entered appearance nor filed any written statement, and was accordingly proceeded against ex-parte throughout the trial.

15. On the basis of the pleadings of the parties, this Court framed the following issues on 26.02.2020:

ISSUES

1) Whether the plaintiff proves that he is the absolute owner of suit schedule property?
2) Whether plaintiff proves that the sale deeds dated 25.06.2008 and 22.03.2010 is null and void, not binding on him?
3) Whether plaintiff proves that he is in possession of suit schedule property as on date of suit?
4) Whether plaintiff proves the alleged interference of defendants?
5) Whether suit is barred by law of limitation?

6) Whether suit is bad for non-joinder of necessary parties?
7) Whether plaintiff is entitled for relief sought in the plaint?
8) What order or decree?

16. Subsequently, upon Defendant No.3 raising the specific plea of his being a bona fide purchaser for value, this Court, by order dated 10.08.2022, framed the following additional issue:

ADDITIONAL ISSUE

1) Whether Defendant No.3 proves that he is the bonafide purchaser of the suit schedule property?

17. In support of the case of the plaintiff, the plaintiff examined himself as PW.1 and filed his affidavit evidence-in-chief on 14.03.2023, reiterating the plaint averments, including that he purchased the suit properties in 1982, that the sale deeds dated 25.06.2008 and 22.03.2010 were executed only as security and were never intended to operate as absolute conveyances, and that he continued in possession throughout. However, on 25.10.2024 PW.1 remained absent, and on the plaintiff's counsel praying for time for further chief-examination, this Court, finding no grounds made out for further adjournment, closed the further chief-examination of PW.1 as nil. No further evidence was let in by the plaintiff despite opportunities being granted up to 20.01.2025, and no document was got marked as exhibit on behalf of the plaintiff.

18. In support of the defence, Defendant No.3 - Zakir Khan examined himself as DW.1 and filed his affidavit evidence-in-chief sworn on 10.03.2025. During his examination in Court on 22.04.2025, DW.1 identified and got marked four registered sale deeds, without demur, as Ex.D1 to Ex.D4, being the sale deed dated 21.04.1988 in favour of the plaintiff, the sale deed dated 20.06.2008 executed by the plaintiff in favour of Defendant No.2, the sale deed dated 22.03.2010 executed by the plaintiff and Defendant No.2 jointly in favour of Defendant No.1, and the sale deed dated 16.11.2012 executed by Defendant No.1 in favour of Defendant No.3.

19. Defendant No.1 also examined himself as DW.2 and filed his affidavit evidence-in-chief sworn on 10.03.2025, deposing in identical terms as to the chain of title, delivery of possession at each stage, and the ultimate sale in favour of Defendant No.3.

20. As per the order sheet dated 04.06.2026, though DW.1 and DW.2 were present in Court, learned counsel for the plaintiff sought further time for their cross-examination without making out any grounds. This Court, accordingly, closed the cross-examination of DW.1 and DW.2 as nil. Thereafter, on 10.07.2026, the plaintiff remained absent without representation, despite the matter being of the year 2018 and despite several opportunities having been granted over the years; this Court, accordingly, heard the arguments of the defendants and closed the plaintiff's oral arguments as nil, granting liberty to the plaintiff to file written arguments on or before 15.07.2026. Written arguments were filed on behalf of the plaintiff on 14.07.2026, which, apart from reiterating the plaint averments, contain the following admissions:

"Plaintiff further submits that the plaintiff executed the Nominal sale deed in favour of Rajendran on 20-6-2008 by retaining possession of the suit property for the purpose of security the defendant No-1 is the financier, 2 and 3 are the purchasers."

"After led the evidence from the plaintiff the plaintiff had undergone to severe diseases since then he did not come to court attend the case hence this Hon'ble court closed the stage of cross of Pw-1 and did not Cross the Dw's inview of he is in bed ridden."

21. Findings On Issues:

Issue No.1	:	In the **Negative**
Issue No.2	:	In the **Negative**
Issue No.3	:	In the **Negative**
Issue No.4	:	In the **Negative**
Issue No.5	:	In the **Affirmative**
Issue No.6	:	In the **Negative**
Issue No.7	:	In the **Negative**
Addl. Issue No.1	:	In the **Affirmative**
Issue No.8	:	As per final order.

R E A S O N S

22. ISSUE NOS.1 AND 2: These two issues, being interlinked, are taken up together for a common discussion.

The entire case of the plaintiff rests upon the assertion that he purchased the suit schedule properties under a registered sale deed in the year 1982 and continued as absolute owner thereafter, and that the two subsequent registered sale deeds dated 25.06.2008 in favour of Defendant No.2 and 22.03.2010 in favour of Defendant No.1, jointly executed by the plaintiff and Defendant No.2 were merely nominal/sham documents executed as security for two several loans of Rs.50,000/- each, without passing of consideration and without delivery of possession.

23. A registered sale deed, being a solemn document executed and registered under the Registration Act, 1908, carries a presumption of genuineness and correctness of its recitals, including recitals as to consideration and delivery of possession. The burden of proving that an ostensible transaction is nominal, sham or a mere paper transaction lies heavily upon the party who asserts it. In this case, the plaintiff himself, who is admittedly the executant of both impugned deeds. Under Sections 91 and 92 of the Indian Evidence Act, 1872, oral evidence is not permissible to contradict, vary, add to or subtract from the terms of a registered written instrument, save in excepted circumstances such as want of consideration or that the document was not intended to operate according to its tenor; even then, the burden and the standard of proof remain squarely on the plaintiff, who must adduce cogent, clear and convincing evidence to displace the recitals of registered documents.

24. In the present case, the plaintiff has failed to discharge this burden. Though the plaint repeatedly asserts that the relevant documents have been produced for kind perusal of this Hon'ble Court, not a single document was, in fact, got marked and exhibited on behalf of the plaintiff during trial. No document evidencing the alleged registered sale deed of 1982 was produced or proved; no promissory note, loan agreement, receipt or acknowledgment evidencing the alleged loan transactions of Rs.50,000/- each was produced; and no RTC, katha extract or tax paid receipts subsequent to 2008 were placed on record to substantiate the claim that mutation continued in the plaintiff's name. The failure to produce the best evidence available to the plaintiff, when such evidence, if it existed, would have been within his special knowledge and possession, justifies the drawing of an adverse inference against him under Section 114, Illustration (g), of the Indian Evidence Act, 1872.

25. As against this, the defendants have placed on record and proved, through the unchallenged testimony of DW.1 and DW.2 and through Ex.D1 to Ex.D4, a complete and unbroken chain of registered documents of title, culminating in the sale in favour of Defendant No.3. It may incidentally be noticed that even the plaintiff's own case as to the year of his acquisition, pleaded as 1982 in the plaint, stands falsified by Ex.D1 itself, which shows the year of acquisition as 1988 - a material inconsistency going to the root of the plaintiff's credibility. The testimony of DW.1 and DW.2, extracted hereinabove, remains wholly unrebutted, inasmuch as the plaintiff's counsel, despite repeated opportunities, failed to cross-examine either witness, and this Court was, for want of any grounds shown, constrained to close such cross-examination as nil on 04.06.2026. It is trite that evidence which remains unchallenged in cross-examination, more so when it relates to material facts within the special knowledge of the deponent, is liable to be accepted as true.

26. Further, and most significantly, the plaintiff's own written arguments, filed as late as 14.07.2026, contain an admission that reinforces the defendants case rather than the plaintiff's, namely that "the defendant No-1 is the financier, 2 and 3 are the purchasers" an admission difficult to reconcile with the plaint's case that the properties were never intended to be sold and that the plaintiff continued as absolute owner. Such admissions, being admissions within the meaning of Section 17 of the Evidence Act, constitute substantive evidence against the maker thereof. For the aforesaid reasons, this Court holds that the plaintiff has failed to prove that he continues to be the absolute owner of the suit schedule properties, and has equally failed to prove that the sale deeds dated 25.06.2008 and 22.03.2010 are nominal, sham or void documents not binding upon him. **Issue Nos.1 and 2 are, accordingly, answered in the Negative.**

27. **ISSUE NO.3:** The plaintiff has asserted, in the plaint and in his chief-examination affidavit as PW.1, that he retained possession of the suit properties even after execution of the two impugned sale deeds. This assertion, however, remains a bare, uncorroborated statement on affidavit; the plaintiff did not lead any further evidence, documentary or otherwise, to substantiate continued possession, and his further chief-examination itself was closed as nil for non-appearance, with no further plaintiff evidence forthcoming despite opportunities granted up to 20.01.2025. As against this, DW.1 has deposed on oath, in terms extracted under Issue Nos.1 and 2 above, that possession was delivered by the plaintiff to Defendant No.2 in 2008, thereafter to Defendant No.1 in 2010, and thereafter to Defendant No.3 in 2012, and that Defendant No.3 has, since 2012, remained in possession and enjoyment of the suit properties with the revenue records standing in his name. This testimony, being unchallenged in cross-examination, must be accepted. Recitals of delivery of possession contained in Ex.D2 to Ex.D4, coupled with the unrebutted oral testimony of DW.1, sufficiently establish that possession has, since 2012, vested in Defendant No.3, and not in the plaintiff. **Issue No.3 is, accordingly, answered in the Negative.**

28. **ISSUE NO.4:** The plaint avers that the cause of action arose on 02.11.2018 when Defendant No.2 allegedly attempted to interfere with the suit properties and denied the plaintiff's title. No particulars of the manner of interference, no independent witness, and no contemporaneous complaint or other document evidencing the alleged interference has been placed on record. The plaintiff has not led any evidence, beyond his own bare assertion, to substantiate the alleged interference. In view of the findings recorded above under Issue Nos.1 to 3, namely that the plaintiff has proved neither his title nor his possession as on the date of suit, the question of interference with a possession that the plaintiff has failed to establish becomes academic. **Issue No.4 is, accordingly, answered in the Negative.**

29. <u>ISSUE NO.5:</u> This issue assumes considerable importance, since the substantive relief claimed is, in effect, one for cancellation of two registered instruments admittedly executed by the plaintiff himself, coupled with a consequential declaration of title. Where a plaintiff seeks to avoid a written instrument executed by himself on the ground that it was nominal, sham or without consideration, the applicable period of limitation is governed by Article 59 of the Schedule to the Limitation Act, 1963, prescribing three years from the date when the facts entitling the plaintiff to have the instrument cancelled first became known to him; in the alternative, treating the suit as one for declaration of title under Article 58, the period is three years from the date the right to sue first accrues.

30. In the present case, the plaintiff is admittedly the executant of Ex.D2 dated 25.06.2008 and a co-executant of Ex.D3 dated 22.03.2010. Being the executant, the facts constituting the alleged nominal character of the transactions were, on his own case, within his knowledge from the very date of execution of each deed. If, as pleaded, the deeds were never intended to operate as absolute conveyances, the plaintiff was obliged to institute the suit within three years from the respective dates of execution, that is, on or before 2011 and 2013 respectively. The present suit, however, came to be instituted only in the year 2018, nearly ten and eight years, respectively, after execution of the two impugned deeds. The mere circumstance that Defendant No.2 allegedly denied the plaintiff's title on 02.11.2018 cannot furnish a fresh cause of action so as to save limitation, where the relief claimed is fundamentally one to avoid documents executed by the plaintiff himself, whose contents were, on his own showing, known to him from inception. This position is reinforced by the specific and unrebutted plea of limitation raised by Defendants No.1 and No.3 and deposed to on oath by DW.1, that if the sale deeds were nominal, "the plaintiff would have file the suit within three years from the dates of the sale deeds for the reliefs sought in the above case," and that "the suit is hopelessly time barred." For the aforesaid reasons, this Court holds that the suit is barred by limitation. **Issue No.5 is, accordingly, answered in the Affirmative.**

31. **ISSUE NO.6:** Defendants No.1 and No.3 have pleaded that the suit, as originally instituted, was bad for non-joinder of Zakir Khan, the ultimate purchaser and person in possession. It is seen from the record, however, that the plaintiff, upon coming to know of the alienation in his favour, amended the plaint and impleaded him as Defendant No.3, who was thereupon duly served, entered appearance, and contested the suit on merits. The defect of non-joinder, if any, at the inception of the suit therefore stood substantially cured by the subsequent impleading of Defendant No.3, though it is true that no distinct relief has been claimed against him specifically apart from the general reliefs of declaration and injunction. Since a specific finding on this technical objection does not, by itself, affect the ultimate result of the suit in view of the findings already recorded on Issue Nos.1 to 5, **Issue No.6 is answered in the Negative,** i.e., the suit is held not to be fatally bad for non-joinder, though this finding does not enure to the benefit of the plaintiff.

32. ADDITIONAL ISSUE NO.1: Defendant No.3 has proved, through Ex.D4 dated 16.11.2012, executed by Defendant No.1 in his favour, and through his own unrebutted testimony as DW.1, that he purchased the suit schedule properties for valuable consideration from Defendant No.1, who was, at the relevant time, the registered and recorded owner in possession pursuant to Ex.D3 dated 22.03.2010, itself preceded by Ex.D2 dated 20.06.2008 executed by the plaintiff. Defendant No.3 has deposed that he took possession from Defendant No.1 and has, since 2012, remained the absolute owner in possession and enjoyment thereof with the revenue records standing in his name, a fact corroborated by DW.2. There being no cross-examination on behalf of the plaintiff to test this evidence, and no material to show that Defendant No.3, at the time of his purchase in 2012, had notice, actual or constructive, of any defect in the title of his vendor, this Court is satisfied that Defendant No.3 has discharged the burden of proving that he is a bona fide purchaser for value of the suit schedule properties. **The Additional Issue No.1 is, accordingly, answered in the Affirmative.**

33. <u>ISSUE NO.7:</u> In view of the findings recorded above that the plaintiff has failed to prove subsisting title, has failed to prove that the impugned sale deeds are nominal/void, has failed to prove possession as on the date of suit, has failed to prove the alleged interference, that the suit is barred by limitation, and that Defendant No.3 has established himself to be a bona fide purchaser for value - it necessarily follows that the plaintiff is not entitled to any of the reliefs of declaration of title, declaration of nullity of the sale deeds dated 25.06.2008 and 22.03.2010, or permanent injunction, as prayed for in the plaint. **Issue No.7 is, accordingly, answered in the Negative.**

34. It is also relevant to note that the plaintiff has not produced a single document before this Court in support of his case, despite the plaint's repeated assertion that relevant documents were produced for the Court's perusal; that PW.1's own further chief-examination was closed as nil for non-appearance; that the cross-examination of DW.1 and DW.2 was closed as nil for want of any grounds shown by the plaintiff's side; and that the plaintiff's oral arguments were likewise closed as nil on 10.07.2026, this Court having specifically recorded that despite many opportunities the plaintiff had not addressed his arguments. Such conduct reflects a want of diligence in the prosecution of the suit, spanning over eight years, and independently reinforces the conclusion that the plaintiff has failed to prove his case.

35. It is further relevant that internal inconsistencies pervade the plaintiff's own case - the plaint pleads the year of purchase as 1982, whereas Ex.D1 the very document relied upon in evidence shows the year of acquisition as 1988; the date of the first impugned deed is pleaded as 25.06.2008, while the deed itself (Ex.D2) is dated 20.06.2008; and the date of the second impugned deed is pleaded as 22.03.2010, while the written statement refers to 23.03.2010. Such inconsistencies, though individually minor, cumulatively detract from the reliability of the plaintiff's case, particularly in a suit seeking the serious relief of cancellation of registered instruments. Coupled with the presumption of regularity attaching to registered documents under the Registration Act, 1908 and the Transfer of Property Act, 1882, which the plaintiff has failed to rebut, and the bar of limitation discussed under Issue No.5, the suit is liable to fail on multiple independent grounds.

36. ISSUE NO.8: In view of the findings on Issue Nos.1 to 7 and the Additional Issue No.1, the suit of the plaintiff is liable to be dismissed. Therefore, I proceed to pass the following,

ORDER

The suit of the plaintiff is hereby Dismissed with costs.

Draw decree accordingly.

(Dictated to the stenographer directly in the computer, transcribed by him, corrected and then pronounced by me in the Open Court on this the **21st day of July 2026***).*

CHANDRASHEKHAR ALABUR

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Date: 2026.07.21 17:45:11 +0530

(CHANDRASHEKHAR ALABUR)
I Addl. Civil Judge and J.M.F.C.,
Bangarpet

A N N E X U R E

I. Witnesses examined on behalf of the plaintiff/s:

PW.1 : Sri. Syed Samiulla (Plaintiff)

II. Documents marked on behalf of the plaintiff/s:

-Nil-

III. Witnesses examined on behalf of the defendants:

DW.1 : Sri. Zakir Khan (Defendant No.3)

DW.2 : Sri. Mufeez-Ur-Rahaman (Defendant No.1)

IV. Documents marked on behalf of the defendants:

Ex.No.	Date	Description
Ex.D1	21.04.1988	Certified copy of registered sale deed executed by O. Basappa in favour of the plaintiff.
Ex.D2	20.06.2008	Certified copy of registered sale deed dated executed by the plaintiff in favour of Defendant No.2 - M.S. Rajendra.
Ex.D3	22.03.2010	Certified copy of registered sale deed executed by the plaintiff and Defendant No.2 jointly in favour of Defendant No.1 – Mufeez-Ur-Rahaman.

Ex.D4	16.11.2012	Certified copy of registered sale deed executed by Defendant No.1 in favour of Defendant No.3 - Zakir Khan.

CHANDRASHEKHAR ALABUR

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Date: 2026.07.21 17:45:20 +0530

(CHANDRASHEKHAR ALABUR)
I Addl. Civil Judge and J.M.F.C.,
Bangarpet