

KAMD210020122019



Presented on : 07-12-2019
Registered on : 10-12-2019
Decided on : 06-07-2026
Duration : 6 years, 6 months, 30 days

**IN THE COURT OF THE II ADDL. CIVIL JUDGE
AND JMFC., K.R.PETE.**

: Present :
SMT.PARVATHI.V., B.A., L.L.B.
II Addl. Civil Judge & JMFC,
K.R.Pete.

Dated : This the 6th day of July 2026
OS.NO.701/2019

<u>PLAINTIFFS:-</u>	1. Smt.B.Lalitha, W/o. K.P.Siddalingaprabhu, Aged about 57 years,
	2. Sri. K.P.Siddalingaprabhu, S/o. Late A.S.Puttanaiah, Aged about 62 years,
	3. Sri. M.S.Vivek, S/o. K.P.Siddalingaprabhu, Aged about years, The plaintiffs No.1 to 3 are R/at. #502, H-Clock, 6 th Main, Ramakrishnanagara, Mysuru Town, Mysuru District. (By Sri.Palaksha, Advocate)
-Vs.-	

<u>DEFENDANT:-</u>	Smt.Sarojamma, W/o Subbegowda, Aged about 51 years, R/at. Madapura Village, Kikkeri Hobli, K.R.Pete Taluk, Mandya District. (By Sri. H.V.M., Advocate)
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Date of institution	07.12.2019		
Nature of the Suit	Permanent Injunction		
Date of commencement of recording evidence	17.11.2021		
Date of close of evidence	22.09.2025		
Judgment pronounced	06.07.2026		
Total duration	Years	Months	Days
	06	06	30

Sd/-
(SMT.PARVATHI.V)
II Addl. Civil Judge & JMFC.,
K.R.Pete.

JUDGMENT

The plaintiffs have filed this suit against the defendant seeking the relief of permanent injunction restraining the defendant, her legal heirs, servants, workers or anybody claiming any right under her from in

any way interfering with the plaintiffs' peaceful possession and enjoyment over the suit schedule property and other reliefs.

2. The Brief facts of the Plaintiffs' case are as under:-

It is a the case of the plaintiffs' that Plaintiff No.1 is the owner and in possession of the suit property. Plaintiff No.2 is her husband and plaintiff No.3 is her son and the suit property was purchased by plaintiff No.1 from one Sri. T.S.Ramachandra under a registered Sale Deed dated:13.12.1982. The plaintiffs are in need of money for their legal necessities and to repay the loan, the plaintiffs have decided to sell the property to the defendant. The plaintiffs and the defendant have entered into an Agreement of Sale dated:04.06.2018 for sale consideration of Rs.36,25,000/- and on same day the plaintiffs have received advance amount of Rs.15,00,000/-. At the time of execution of Sale Deed, the defendant agreed to pay remaining balance sale consideration amount of Rs.21,25,000/-. The defendant had requested the plaintiffs to execute the sale agreement for the Sub-Registrar Value

in order to avoid Registration and Stamp Charges and the plaintiffs and the defendant have already entered into registered Sale Agreement on 05.07.2018 for sale consideration of Rs.6,00,000/-. The possession was not delivered to the defendant and the possession has to be delivered after executing the Sale Deed.

3. Further, the plaintiffs were ready with every documents and approached the defendant to pay the balance sale consideration amount and to get registered the Sale Deed. The plaintiffs got issued Legal Notice on 08.03.2019, calling upon the defendant to pay the balance sale consideration and to get registered the Sale Deed. But the defendant has not come forward to get the Sale Deed and has filed false suit against the plaintiffs in OS.No.22/2019 on the file of Civil Judge (Sr.Dn.) at K.R.Pete. The possession was not delivered to the defendant and the plaintiffs are in possession and enjoyment of the schedule property. The defendant has no manner of right, title or interest what so ever over the schedule property, she has tried to dispossess the plaintiffs

from the said property and the defendant tried to remove the Coconut Trees and other crops in the schedule property and interfering with the plaintiffs' possession over the schedule property. The plaintiffs have lodged a complaint before jurisdiction police, but they have not taken any action since the defendant is a powerful lady. Hence, the plaintiffs have filed the present suit.

4. In response to the suit summons, the defendant has appeared through her counsel and filed her written statement.

5. The brief facts of the written statement of defendant is as under:-

The defendant contended that, the plaintiffs are the absolute owners in possession and enjoyment of the schedule property bearing Sy.No.64/P2 measuring 3 acres 37 guntas. The said property acquired by plaintiff No.1 through Sale Deed and from the date of equitation, they are in possession of the suit property. The documents pertaining to the suit schedule property is standing in the

name of plaintiff No.1 and the plaintiffs are paying the taxes to the concerned Revenue Authorities. The plaintiffs have agreed to alienate the schedule property in favour of the defendant by executing Agreement of Sale dated:05.07.2018 for sale consideration of Rs.6,00,000/-. Further, the defendant submitted that at the time of entering into an agreement of sale, the defendant was paid part of the sale consideration of Rs.5,00,000/- by way of cash to the plaintiffs. The plaintiffs have agreed to execute the Sale Deed in favour of the defendant without demanding any money from the defendant. She has always been ready and willing to perform her part of contract to pay the balance sale consideration of Rs.1,00,000/- and to get regular sale deed in favour of the defendant. The defendant has requested to the plaintiffs to execute registered sale deed, but the plaintiffs were postponing the same on one or the other pretext for the reasons best known to them.

6. Further the defendant contented that, after several requests made by the defendant to the plaintiffs. She

finally met them on 06.12.2025 and orally requested them to receive the balance sale consideration and execute the Sale Deed pertaining to the schedule property within 15 days. Inspite of the oral demands, the plaintiffs neither replied nor come forwarded to execute the Sale Deed in favour of the defendant all went in vain. The plaintiffs have not come forward to comply the terms and conditions stipulated in the said Agreement of Sale, the defendants has left no other option, the defendant has filed suit for specific performance of contract against the plaintiffs before Senior Civil Judge and JMFC., K.R.Pete in OS.No.22/2019 is pending for consideration. The defendant has neither, entered into the unregistered agreement of sale dated:04.06.2018 agreeing to purchase the schedule property for Rs.36,25,000/- and nor paid part sale consideration of Rs.15,00,000/- to the plaintiffs. Suppressing the said material facts, the plaintiffs have filed the present false and frivolous suit before this Court. On these grounds, she has prayed to dismiss the suit with costs.

7. On considering of the pleading of both the parties, this court has framed the following;

ISSUES

1. Whether the plaintiffs prove that they are in peaceful possession and enjoyment of the suit schedule property as on the date of suit?
2. Whether the plaintiffs prove the interference by the defendant as alleged in the plaint?
3. Whether the plaintiffs are entitled for the relief of permanent injunction as sought in the plaint?
4. What order or decree?

8. In order to prove the case of the plaintiffs, the plaintiff No.2 himself examined as PW-1 and got marked the documents as Ex.P1 to Ex.P8 and examined two witnesses as PW-2 and PW-3 and closed their side.

9. On the other hand, in spite of sufficient opportunities being granted, the defendant did not choose to lead any evidence on her behalf. Hence, defence evidence is taken as nil and the matter was posted for arguments.

10. Heard the arguments from both side. Perused the material available on record, after going through rival contents of the parties and the documents.

11. The findings of this court at the above issues are as follows;

Issues No.1 : In the Affirmative,
Issues No.2 : In the Affirmative,
Issues No.3 : In the Affirmative,
Issues No.4 : As per the final order
for the following;

: REASONS :

12. **Issue No.1 and 2:** Since these issues are inter-connected with each other, they are taken together for common discussion in order to avoid repetition of facts and evidence.

13. As could be seen from the rival pleadings of both parties, according to the plaintiffs, Plaintiff No.1 is the absolute owner in actual possession and enjoyment over the suit schedule Property as per the registered sale deed dated 13.12.1982. On the basis of the sale deed, revenue documents have been mutated in her name and she has

been in possession of the said property. The plaintiffs are in need of money for their legal necessities and to repay the their loans, the plaintiffs have decided to sell the property to the defendant. The plaintiffs and the defendant have entered into an Agreement of Sale. At the time of execution of Sale Deed, the possession was not delivered to the defendant and the possession has to be delivered after executing the Sale Deed. The plaintiffs are in possession of the suit property. The defendant has no manner of right, title or interest what so ever over the schedule property, she has tried to dispossess the plaintiffs from the said property and interfering with the plaintiffs possession over the schedule property.

14. It is a settled principle of law that heavy burden is on the person who comes with the suit by seeking relief as contemplated under Section 101 to 103 of Indian Evidence Act whoever desires any court to give judgment as to any legal right or liability depends on existence of facts which they ascertains, must prove that those facts exist. Thus, the Evidence Act clearly lays down that the burden of

proving facts always lies upon the person who ascertains. Until such burden is discharged, the other party is not required to be called upon to prove their case. The court has to examine as to whether the person upon whom burden lies has been able to discharge their burden. Until the arrival conclusion, she cannot proceed on the basis of weakness of the other party. In view of this legal position of the Evidence Act it is clear that in the instant matter, a heavy burden lies on the plaintiffs to prove that they are in lawful possession of suit schedule property as on the date of filing of suit and the defendant has interfered with their peaceful possession in the suit schedule property. Similarly, the burden to prove that the plaintiffs have filed false and fictitious suit on the defendant as against the evidence of the plaintiffs.

15. In order to prove their possession over suit property. Plaintiff No.2 has entered into witness box and examined himself as PW-1 in lieu of chief examination he filed affidavit for reiterated the plaint averments. In support of his oral evidence, he has marked documents as

Ex.P1 to P8. Ex.P1 is the certified copy of the Plaint in OS.No.22/2019, Ex.P2 is the certified copy of examination of chief Affidavit of Sarojamma in OS.No.22/2019, Ex.P3 is certified the deposition in OS.No.22/2019, Ex.P4 is the Agreement of Sale dated:05.07.2018, Ex.P5 and Ex.P8 are the RTC Extracts pertaining to the suit property in survey No.64/P2, Ex.P6 is the Issues in OS.No.22/2019, Ex.P7 is the certified copy of the Written Statement in OS.No.22/2019 and. In support of their case, two witnesses have been examined as PW2 and PW3 and, they have filed affidavit evidence in lieu of their examination-in-chief. They have reiterated the plaint averments.

16. Learned counsel for the plaintiffs filed written arguments before the Court, wherein, it is submitted that the defendant has admitted that the plaintiffs are in possession and enjoyment of the suit property and the possession has not been delivered to the defendant. The plaintiffs, being the absolute owner of the suit property are in lawful possession of the suit property. The defendant is only agreement holder in respect of the suit property. The

defendant has not stated that the plaintiffs have handed over possession of the suit property. Further, the defendant has filed suit in OS.No.22/2019 and OS.No.26/2019 on file of Senior Civil Judge, seeking specific performance of contract, wherein the possession has also been sought. In the present case, the plaintiffs have proved their possession over the suit property and the interference by the defendant. Hence, the plaintiffs are entitled for the relief as prayed for.

17. On careful perusal of the Ex.P-8, it indicates that 3 acre 37 guntas of land in suit Sy.No.67/P2 i.e., the suit schedule property is standing in the name of plaintiff No.1, she had acquired same through registered sale deed, on the basis of the said sale deed, the revenue documents have been mutated in her name under MR.6/1990-91. Accordingly, the name of plaintiff No.1 finds place in column No.9 of the RTC extract at Ex.P-8. The oral evidence of the PW.1 is corroborated by the documentary evidence Ex.P1 to Ex.P8. The oral evidence of the PW.1 and the documentary evidence of the plaintiffs clearly establish

that the plaintiffs are in possession and enjoyment of the suit schedule property, which was acquired by her through the sale deed. The entries in the revenue records, marked as Ex.P8 i.e., The RTC extract lead to a valid presumption under Section 133 of KLR Act where inference can be drawn that an entry in revenue document shall be presumed to be true until contrary is proved. As discussed above, there is no reliable evidence to discard the evidence of PW.1. Since the plaintiffs have relied upon Ex.P8 pertaining to the suit property. Therefore, the entries mentioned in revenue records are to be accepted as true and reliable.

18. As aforesaid, according to the defendant, the plaintiffs have filed false and frivolous suit and But in order to substantiate her defence, the defendant did not choose to lead any evidence on her behalf. Except for a bare denial, nothing has been placed by the defendant to prove her defence. It is a settled principle of law that where a party fails to enter the witness box and does not lead any evidence to substantiate her case, an adverse inference can

be drawn against such party and the case set by her is not true and correct. In this regard, it is relevant to refer the decision of Hon'ble Apex court reported in **(1999) 3 SCC 573 (Vidyadhar Vs Manikrao and another)**. *Wherein the Hon'ble Apex court has held that if the parties have not entered into the witness box and lead evidence and not offered for cross-examination, an adverse inference can be drawn against them by holding that the case set up by them is not true and correct.* Herein this case, since the defendant has not entered the witness box and has not adduced any evidence in support of her defence and the case set up by her cannot be accepted as true.

19. As aforesaid, the Ex.P-8, it clearly shows that the suit property was acquired by Plaintiff No.1 under a registered sale deed and subsequently, on the basis of the sale deed, the revenue documents were mutated in her name. So under these circumstances, it is sufficient to hold that the plaintiffs have proved that they are in possession and enjoyment of the suit schedule property.

20. In so far as alleged interference by the defendant is concerned, according to the plaintiffs, the defendant has caused interference to their possession. As aforesaid, since the plaintiffs have proved their possession over the suit schedule property, being a possessor, they are having all rights to secure their property from any kind of interference. It is settled principle of law that in order to get an injunctive relief from the hands of the court, actual interference is not necessary, mere threat or apprehension is sufficient to seek the relief of injunction. Further, as per decision of Hon'ble High court of Karnataka in **RSA No.200379/2019 dated 22.11.2023 (Jeevappa Vs Sahebgouda)** *"Once the plaintiff proves his possession and enjoyment of the suit property and when the defendant has chosen to contest the suit, the defendant's interference could be inferred and the plaintiff is entitled for permanent injunction"*. So, herein this case, since the defendant has contended that the plaintiffs have filed false and frivolous suit. However, such

contention itself indicates that the defendant has caused interference to the plaintiffs possession. Hence, it is sufficient to hold that the plaintiffs have proved that they are in possession and enjoyment of suit property and the defendant has caused interference with the plaintiffs' possession of the suit schedule property. Accordingly, this court has answered Issues No.1 and 2 in the Affirmative.

21. **Issue No.3:-** In view of the findings on issue No.1 and 2, this court is of the opinion that since the plaintiffs have proved their possession and alleged interference by the defendant. In such circumstance, they are entitled for the relief as sought in the plaint. Accordingly, this court has answered Issue No.3 in the Affirmative.

22. **Issue No.4:-** For the aforesaid discussion on Issue No.1 to 3, this Court proceeds to pass the following;

ORDER

The suit of the plaintiffs' for the relief of permanent injunction is hereby decreed with costs.

The Defendant, her legal representatives, servants, agents, henchmen or any body acting on her behalf or through her, are hereby permanently restrained from interfering with Plaintiffs' peaceful possession and enjoyment of the suit schedule property.

Draw decree accordingly.

(Dictated to the Stenographer directly on computer, typed by her, corrected by me and then pronounced by me in the open court on this 6th day of July 2026.)

Sd/-

(SMT.PARVATHI.V)

II Addl. Civil Judge & JMFC,
K.R.Pete.

ANNEXURE

List of witnesses examined by the Plaintiff:-

PW-1	:	Sri. K.P.Siddalingaprabhu,
PW-2	:	Sri. B.N.Neelakanthaiah,
PW-3	:	Sri. Javaregowda.

List of documents exhibited by the Plaintiff:-

Ex.P1	Certified copy of the Plaint in OS.No.22/2019
Ex.P2	Certified copy of the Affidavit in OS.No.22/2019
Ex.P3	Cross Examination of the PW-1 in OS.No.22/2019
Ex.P4	Agreement of Sale dt:05.07.2018
Ex.P5	RTC Extract

Ex.P6	Certified copy of the Issues in OS.No.22/2019
Ex.P7	Certified copy of the Written Statement in OS.No.22/2019
Ex.P8	RTC Extract

List of witnesses examined by the Defendants:-

-Nil-

List of documents exhibited by the Defendants:-

-Nil-

Sd/-

(SMT.PARVATHI.V)

II Addl. Civil Judge & JMFC,
K.R.Pete.

