

KAMD300007832025



**IN THE COURT OF THE I-ADDITIONAL SENIOR CIVIL
JUDGE AND JMFC, MADDUR**

Present: **Mohanakumari N.B., L.L.M.**
I-Additional Senior Civil Judge and JMFC,
Maddur, Mandya District.

Dated: This, the 03rd day of August 2026

OS No.180/2025

1	Nagaraju, S/o Late. Siddegowda @ Motegowda, Aged about 51 years, Agriculturist.
2	Rajanna H.S., S/o Late. Siddegowda, Aged about 48 years, Agriculturist.
	Both are R/o Bidarahosahalli Village, C.A. Kere Hobli, Maddur Taluk, Mandya District.
	PLAINTIFFS
	(Represented by Sri. HM., Advocate.)
	V/s.

1.	Ningaraju, S/o Late. Basavaiah @ Kariyaiah, Aged about 52 years Agriculturist,
2.	Hombalamma, W/o Late. Basavaiah @ ChikkaKariyaiah, Aged about 75 years, House wife.
3	Puttamadamma, W/o Late. Basavaiah @ Chikkakariyaiah, Aged about 73 years, House wife.
4	Ningamma, D/o Late. Basavaiah @ Chikkakariyaiah Aged about 55 years, House wife.
5	Jayamma, D/o Late. Basavaiah @ Chikkakariyaiah Aged about 53 years, House wife.
6	Ningappa, S/o Late. Basavaiah @ Chikkakariyaiah Aged about 50 years, Agriculturist.
7	Basava, S/o Late. Basavaiah @ Chikkakariyaiah Aged about 48 years, Agriculturist.
	All are R/o Bidarahosahalli Village, C.A.Kere Hobli, Maddur Taluk, Mandya District.
	DEFENDANTS

	(D1 to 7 are exparte)
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Nature of petition	Declaration and Injunction
Date of the institution of the suit	12.09.2025
Date of Judgment	03.08.2026
Total Duration	<u>Year/s</u> <u>Month/s</u> <u>Day/s</u> 00 10 22

J U D G M E N T

This suit is filed for declaration and consequential relief of injunction.

2. The brief facts of the case of plaintiffs are as follows:-

One Ninga S/o Kollegalada Ninga of Bidarahosahalli Village was the absolute owner in possession of 1 acre 25 guntas of revenue land with 2 guntas of karab land in Survey No.163/5 of Manigere Village C.A. Kere Hobli. He is the grandfather of the defendant No.1, 5 to 7. The grandfather of the plaintiffs by name Boregowda S/o Dodda Boregowda of Bidarahosahalli Village, purchased 1 acre of land from the grandfather of the defendant No.1, 5 to 7 through sale deed dated 28.03.1944. The grandfather of the defendant No.1, 5 to 7 retained 25 guntas of land towards southern side and he sold 1 acre of land in favour of the grandfather of the plaintiffs towards Northern side. Accordingly, revenue entries are effected in the name of

grandfather of the plaintiffs. Thereafter the sons of Ninga, S/o Kollegalada Ningaiah, by name Basavaiah alias Kariaiah and Basavaiah sold remaining 25 guntas of land in favour of the father of the plaintiffs by name Siddegowda @ Motegowda through registered sale deed dated 22.04.1964. At the time of executing sale deed, vendors wrongly mentioned the survey number as 142 instead of 163/5. But the extent and boundaries have been clearly mentioned. The same is described as suit schedule property. The father of the plaintiffs purchased 25 guntas of land in Survey No.163/5 only. His vendors had no land in Survey No.142. The father of the plaintiffs was put in possession and enjoyment of the suit schedule property as on the date of sale itself. Since from the date of purchase, the father of the plaintiffs was in possession and enjoyment of the suit schedule property. After his death, the plaintiffs and their brothers divided their ancestral and joint family properties orally before Panchayathdars. In that oral partition, the suit schedule property is fallen to the share of the plaintiffs jointly. The plaintiffs are in absolute possession and enjoyment of the suit schedule property. In view of the fact that survey number in the sale deed is wrongly mentioned as 142, the khatha of 163/5 continued in the name of original owner Kollegalada Ningaiah. His name is continued even till today. He was not in possession and enjoyment of the suit schedule property. The plaintiffs, after came to know about the mistake, crept in the sale deed and RTC

continued in the name of Kollegalada Ningaiah to an extent of 25 guntas, filed application to Thashildar, Madduru for change of khatha as per right, title and possession. The Thashildar, Madduru referred the application to the surveyor. The surveyor measured the land and found that the plaintiffs are in possession of the suit schedule property. The Thashildar, instead of changing khatha, issued an endorsement dated 24.04.2025 stating that there is difference in survey number and possession, and therefore khatha cannot be changed. The defendants have no manner of right, title or possession over the suit schedule property. In spite of it, after giving endorsement by the Thashildar, they came near the suit schedule property on 01.09.2025 and made illegal attempt to disturb the possession of the plaintiffs. Therefore the plaintiffs filed suit for declaration to declare that they are the absolute owners in possession of the suit schedule property and for permanent injunction to restrain the defendants from interfering with peaceful possession and enjoyment of the plaintiffs in the suit schedule property.

3. On service of suit summons, the defendants have not appeared before the court. Hence they are placed exparte.

4. The plaintiffs, in order to prove their case, got examined plaintiff No.1 as PW.1 and got marked 5

documents as Ex.P1 to Ex.P5. They examined one witness as PW2.

5. Heard the arguments and perused the materials available on record.

6. On the basis of the above pleadings the following Points are framed;

POINTS

1. *Whether the plaintiffs prove that they are the absolute owners of suit schedule property?*
2. *Whether the plaintiffs prove that they are in possession of the suit schedule property?*
3. *Whether the plaintiffs prove that the defendants are illegally interfering with their possession over the suit schedule property?*
4. *Whether the plaintiffs are entitled to the relief of declaration as sought for?*
5. *Whether the plaintiffs are entitled to permanent injunction as sought for?*
6. *What order or decree?*

7. My findings to the above Points are as follows:

Point No.1 : In the Affirmative

Point No.2 : In the Affirmative

Point No.3 : In the Affirmative

Point No.4 : In the Affirmative

Point No.5 : In the Affirmative

*Point No.6 : As per the final order,
for the following:*

: REASONS :

8. Point No.1:- It is the case of the plaintiffs that their father by name Siddegowda @ Motegowda purchased 25 guntas of land in Survey No.163/5 from the father of the defendant No.1 and the father of the defendant No.4 to 7. through registered sale deed dated 22.04.1964. The land purchased is remaining land retained by the grandfather of the defendant No.1, 5 to 7, after selling 1 acre in favour of the grandfather of the plaintiffs. But in the sale deed, the vendors wrongly mentioned the survey number as 142 instead of 163/5. But the extent and boundaries have clearly mentioned and the same is suit schedule property. In order to prove the same, the plaintiffs have relied upon Exhibit P1 and 4 documents. Exhibit P1 document is original sale deed dated 22.04.1964 executed in favour of Siddegowda @ Motegowda S/o Boregowda, by Basavaiah, @ Kariya and Basavaiah, who are the sons of Kollegalada Lingaiah. In the sale deed, the extent is mentioned as 25 guntas and boundaries are mentioned towards East- land of Boregowda, towards west-land of Lingaiah, towards south-land of Hotte Chennegowda and towards north-land of purchaser. The survey number is mentioned as 142. Exhibit P4 is certified copy of sale deed dated 28.03.1944 executed in favour of Boregowda S/o Doddaboregowda by Kollegalada

Ninga, in respect of Survey No.163/5, measuring 1 acre. The boundaries to the property sold are mentioned towards eastern side-land of Sidddegowda @ Motegowda, towards Southern side-land of Boraiah S/o Chennagowda, towards western side-land of Hanumegowda S/o Dasegowda and towards northern side-Road. In the sale deed, it is clearly mentioned that towards southern side the vendor retained land measuring 34 guntas and he sold land towards northern side of the land retained by him.

On perusal of Exhibit P1 and Exhibit P4 documents, it is clear that the land purchased by the father of the plaintiffs through Exhibit P1 is not in Survey No.142, but in Survey No.163/5. It is the contention of the plaintiffs that the vendors had no land in Survey No.142 and they sold land measuring 25 guntas in Survey No.163/5 only. The defendants in spite of service of suit summons remained exparte before the court. Therefore the contention of the plaintiffs and the documents produced by them remain unchallenged. Hence it is held that the plaintiffs have proved that they are the absolute owners of suit schedule property. **Accordingly Point number 1 is answered in the Affirmative.**

9. Point No.2:- It is the case of the plaintiffs that their father was in peaceful possession and enjoyment of the property purchased by him during his lifetime from the date of sale itself. After his death, the plaintiffs and

their brothers divided their ancestral and joint family properties orally before Panchayathdars. In the said oral partition, the suit schedule property has fallen to the share of the plaintiffs jointly and they are in absolute possession and enjoyment of the suit schedule property. In order to prove the same, the plaintiffs have relied upon Exhibit P2 and Exhibit P3 document and oral evidence of PW2. Exhibit P2 document is RTC of suit schedule property, wherein suit schedule property is standing in the name of the grandfather of defendant no. 1, 5 to 7. Exhibit P3 document is acknowledgment given by Tashildar, Madduru stating that on obtaining report from Revenue Inspector and Village Accountant, in the sale deed Survey Number is wrongly mentioned as Survey No. 142, instead of mentioning Survey No. 163/ 5, therefore revenue entries in respect of the suit schedule property is continued in the name of the grandfather of defendant no. 1, 5 to 7. The PW2 in his evidence has deposed that the plaintiffs are in possession and enjoyment of suit property since from the date of purchase for about 60 years. The evidence adduced by the plaintiffs remained unchallenged and uncontraverted as the defendants are placed exparte. Therefore it is held that the plaintiffs have proved that they are in possession of suit schedule property. **Accordingly point number 2 is answered in the affirmative.**

10. Point No.3:- It is the case of the Plaintiffs that the defendants, by taking advantage of RTC standing in the name of their grandfather, made illegal attempt to disturb the possession of the plaintiffs on 01.09.2025. The PW1 in his examination in chief filed by way of affidavit reiterated the said contention. His evidence remained unchallenged and uncontroverted. Therefore it is held that the plaintiffs have proved that the defendants illegally interfered with their peaceful possession and enjoyment over the suit shed property. **Accordingly, point No.3 is answered in the affirmative.**

11. Point No.4 and 5:- The plaintiffs have proved that they are the absolute owners in possession of suit schedule property. They have also proved that the defendants are illegally interfered with their possession in the suit schedule property. The defendants in spite of service of suit summons remained exparte. Therefore, The plaintiffs are entitled to the relief of declaration and permanent injunction as sought for. **Accordingly point No.4 and 5 are answered in the affirmative.**

12. Point No.6:- In view of the above discussion made in Point No.1 to 5, I proceed to pass the following ;

ORDER

The suit of the plaintiff is
hereby decreed with costs.

It is declared that the plaintiffs are the absolute owners of the suit schedule property.

The defendants are thereby restrained by way of permanent injunction from interfering with peaceful possession and enjoyment of the plaintiffs over the suit schedule property.

Draw decree accordingly.

(Dictated partly to the Stenographer directly on the computer and partly dictated to the Adalath-AI, corrected by me and then pronounced in the open Court on this the 03th day of August, 2026)

**(Mohanakumari N.B.)
I-Addl. Senior Civil Judge &
JMFC, Maddur**

ANNEXURE

List of witnesses examined for the plaintiff:

PW.1 : Nagaraju,
PW.2 : Nagegowda,

List of documents got marked for the plaintiff:

Ex.P1 : Sale Deed dated 22.04.1964
Ex.P2 : RTC
Ex.P3 : Endorsement given by Revenue
Department
Ex.P4 : Certified copy of Sale Deed dated
28.03.1944
Ex.P5 : RTC

List of witnesses examined for the defendants:

- NIL -

List of documents got marked for the defendants:

- NIL -

**(Mohanakumari N.B.)
I-Addl. Senior Civil Judge &
JMFC, Maddur**