KAMD600010022022

IN THE COURT OF THE I ADDITIONAL SENIOR CIVIL JUDGE AND JMFC AT PANDAVAPURA

Dated this the 21st day of April - 2026

PRESENT

SRI.BABU.N., B.com., LL.B.
I Addl. Senior Civil Judge & JMFC.,
Pandavapura

O.S.No.73/2022

PLAINTIFF : Smt.Indramma W/o Late Nanjundegowda,
Aged about 55 years,
R/o Ragimuddanahalli village
Chinakurali Hobli, Pandavapura Taluk

(By Sri.M.S.Purushotham, Advocate)

V/s

DEFENDANTS : 1. T.Nagegowda S/o Late Thimmegowda,
Aged about 65 years,

2. Smt.Ratnamma W/o T.T.Nagegowda,
Aged about 60 years,

3. Srinivas S/o T.T.Nagegowda,
Aged about 38 years,

4. Prakasha S/o T.T.Nagegowda,
Aged about 36 years,

All are R/o Gummanahalli village,
Chinakurali Hobli, Pandavapura Taluk.

5. Smt.Netravati W/o H.S.Divakara,
Aged about 34 years,

R/o: Hulkere village, K.Bettahalli
Gramapanchayati,
Kasaba Hobli,
Pandavapura Taluk.

6. Smt. Ratnamma W/o Rangegowda,
Aged about 58 years,
Mosalekatte Koppalu village,
Bukunakere Hobli,
K.R.Pete Taluk, Mandya District.

(D1, 2 and 5 by Sri.M.Suresha, Advocate)
(D3 and 4 by Sri. H.S.Shashikumar, Adv.)

Date of institution of the suit	29.07.2022
Nature of the suit	For Partition
Date of the commencement of recording evidence	12.04.2023
Date on which the Judgment was pronounced	21.04.2026
Total duration	Years 03 Months 08 Days 22

(BABU N.)
I Addl. Senior Civil Judge & JMFC,
Pandavapura.

<u>J U D G M E N T</u>

The suit is filed for partition and separate possession of suit schedule properties along with mesne profits and costs.

2. Brief facts of the plaintiff's case are as follows:-

That, the plaintiff and defendants are the members of Hindu Undivided Joint Family and that, the suit schedule properties are their ancestral and joint family properties and that, the plaintiff and defendants No.1 and 6 are the children of Thimmegowda and Lakshmamma and that, the defendant No.1 is the elder son, the defendant No.6 Ratnamma is the second daughter and the plaintiff is the 3rd daughter and that, the said Thimmegowda and Lakshmamma have died leaving behind their son and daughters as their legal representatives and hence, the defendant No.1 used to manage the joint family affairs after the death of father and mother and that, the defendants are acting detrimental to the interest of the plaintiff and hence she convened a panchayat and demanded the defendants to effect partition and at that time the plaintiff came to know that the defendants are trying to create illegal documents in order to deprive the plaintiff of her right and interest in the suit schedule properties and that, as the defendant No.6 is denying share to the plaintiff in the suit schedule properties at the instigation of the defendant No.1 she is made as party to the suit and that, the suit schedule properties were never partitioned between the plaintiff and the defendants No.1 and 6 during the lifetime of their ancestors and that, the defendants have concocted revenue documents without the knowledge of the plaintiff and that, the defendant No.1 has acquired properties in the name of his wife and children out of the income derived from the ancestral and joint family properties and hence the said properties are also joint family properties and that, the defendants have not shared mesne profits with the plaintiff and hence the documents created in respect of the suit schedule properties do not bind the plaintiff and that, the defendants have refused to effect partition and allot share to the plaintiff and hence the suit.

3. The defendants No.1 and 2 have admitted the relationship between parties to the suit and nature of the suit schedule properties and stated that, the ancestral and joint family properties are not yet partitioned between the plaintiff and defendants No.1 and 6 and that, they do not have objection to allot 1/3rd share in the suit schedule properties to the plaintiff and that, the defendants No.3 and 4 had got instituted a frivolous suit in O.S.No.75/2017 against the defendants No.1 and 2 and got it compromised forcefully and that, the defendants No.3 and 4 have thrown the defendants No.1 and 2 out of the house and that, the defendants No.1 and 2 have become destitute and that, they have filed a suit in O.S.No.5/2022-23 against the defendants No.3 and 4 for maintenance and that, an order is also passed directing them to pay maintenance to the defendants No.1 and 2 and in spite of it the defendants No.3 and 4 have not paid maintenance to the defendants No.1 and 2 and that, the defendants No.1 and 2 have suffered violence at the hands of the defendants No.3 and 4 and that, the defendants No.1 and 2 may also be allotted their legitimate share in the suit schedule properties.

4. The defendants No.3 and 4 have denied the plaint averments and contended that, the marriage of the plaintiff and defendant No.6 was performed even prior to the birth of defendants No.3 and 4 and that, they are leading happy marital life with their respective husbands in their respective matrimonial homes and that, the plaintiffs have not stated as to which property is ancestral and which property is purchased out of the income derived from the ancestral property and that, they were never in joint possession of the suit schedule properties and that, the defendant No.1 has performed their marriage by raising loan and hence he is leading difficult life and that, the suit schedule items No.2, 5, 7, 8, 9 and 12 are the ancestral properties and that, they are rain fed lands and that, there is no income from them and that, ragi and horse gram alone could be cultivated in the said lands and that, as it was not possible to manage the joint family consisting of defendants No.1 to 5 the defendant No.1 did not provide good education to the defendants No.3 and 4 and that, both of them worked as drivers of tractor and tipper lorry and purchased their own tractor and tipper lorry and got themselves engaged in quarry business with the help of the tractor and tipper lorry and purchased the suit schedule items No.1, 4, 10, 11, 14 and 15 from the income derived from the quarry business and hence the said properties are the self acquired properties of defendants No.1 to 5 and that, the suit schedule item No.13 bearing Sy.No.18/4 measuring 0.05 guntas is the self acquired property of defendant No.2 and that, she has purchased it from Ningamma W/o Basappa and her children on 14.12.2000 and that, as there was no residential house the said property was got converted during 2011 and that, the defendants No.3 and 4 constructed a house in the said property by spending Rs.40,00,000-00 out of the income derived from the quarry business with the help of the tractor and the tipper lorry and also by raising loan and that, the suit schedule items No.3 and 6 are the self acquired properties of defendant No.4 and that, he has purchased the suit schedule item No.3 from Nagamma and her children on 20-02-2013 out of the income derived from the quarry work with the help of his tractor and that, he has purchased the suit schedule item No.6 from Jayalakshmamma and her family members under a registered sale deed dated 14-08-2014 and accordingly he has been in possession and enjoyment of the said properties as absolute owner and that, the defendants No.3 to 5 are the children of defendants No.1 and 2 and that, the defendants No.1 to 4 performed the marriage of defendant No.5 with H.S.Diwakar in royal manner and that, as differences arose between the defendants No.1 to 5 subsequently, the defendant No.5 instituted a suit in O.S.No.75/2017 against the defendants No.1 to 4 at the instigation of defendant No.1 for partition of suit schedule properties and other properties and that, the said suit was settled before Lok Adalath on 26.10.2018 without any compulsion and accordingly compromise decree was passed and that, as per the said decree the defendant No.5 Netravati was allotted a cow shed measuring East-West 17' and North-South 10' and old tiled house measuring East-West 23' and North-South 37' in the property bearing Khatha No.34/31 and suit schedule item No.14 bearing Sy.No.104/9 measuring 0.02.08 guntas and that, the said old house is not included in the plaint schedule and that, the defendants No.1 and 2 were allotted the property bearing Sy.No.512/P-2 measuring 1 acre 12 guntas and suit schedule item No.12 bearing Sy.No.549/2 measuring 0.29 guntas and the western ground and first floor portion of the house in suit schedule item No.13 with an understanding that it shall belong to 4th defendant Prakash after their death and that, the western tiled house and vacant site shall belong to the 2nd defendant and that, the property which was allotted to defendants No.1 and 2 in the suit schedule item No.12 shall belong to defendants No.3 and 4 after their death as per the compromise decree in O.S.No.75/2017 and that, the 1st defendant has sold the property bearing Sy.No.512/P-2 measuring 1 acre 12 guntas after the compromise decree and that, the plaintiff has not included the said property in the suit and that, the plaintiff has filed the suit by including the properties that were allotted to the defendants No.3 and 4 only and that, the suit is bad for non-inclusion of all the properties that were included in O.S.No.75/2017 and that, the plaintiff has not impleaded Revanna to whom the defendant No.1 has sold the property bearing Sy.No.512/P-2 measuring 1 acre 12 guntas and that, the suit is bad for non-joinder of necessary parties and non inclusion of all the properties and hence the suit is liable to be dismissed and that, the 3rd defendant was allotted suit schedule item No.7 bearing Sy.No.59/4 measuring 0.07 guntas, suit schedule item No.2 bearing Sy.No.58/5Pai-P2 measuring 0.11 guntas, suit schedule item No.8 bearing Sy.No.547/1 measuring 0.31 guntas, suit schedule item No.9 bearing Sy.No.547/2 measuring 0.09 guntas out of 1 acre 08 guntas, suit schedule item No.7 bearing Sy.No.65/1 measuring 0.16 guntas, suit schedule item No.15 bearing Sy.No.104/10 measuring 0.01.04 guntas and the ground and first floor of eastern portion of the house in suit schedule item No.13 as per the compromise decree in O.S.No.75/2017 and that, the 4th defendant was allotted suit schedule item No.6 bearing Sy.No.62/3 measuring 0.20 guntas, suit schedule item No.3 bearing Sy.No.58/2pai-p4 measuring 0.07 guntas which were his self acquired properties, Sy.No.58/3pai-p2 measuring 0.09 guntas, suit schedule item No.9 bearing Sy.No.547/2 measuring 0.39 guntas out of 1 acre 08 guntas, suit schedule item No.10 bearing Sy.No.547/3 measuring 0.28 guntas, suit schedule item No.15 bearing Sy.No.104/10 measuring 0.01.04 guntas, ground and first floor of western portion of the house in suit schedule item No.13 shall belong to him after the death of defendants No.1 and 2 and accordingly, the defendants No.1 to 5 have got partitioned the properties as per the compromise decree in O.S.No.75/2017 and thus the defendants No.1 to 5 are separated from the joint family and that, the defendants No.3 and 4 have developed and renovated their respective portions of the house property after the compromise decree in O.S.No.75/2017 and that, the 1st defendant has instigated the plaintiff to file this suit in order to cause trouble to the defendants No.3 and 4 and that, the plaintiff being aware of all these facts has filed the suit at the instigation of the 1st defendant and that, neither the plaintiff nor the 6th defendant have got right or title to the suit schedule properties and hence the suit is liable to be dismissed.

5. Based on the above pleadings, the court has framed the following issues and addl.issues :-

1. Does plaintiff proves that herself and defendants are joint family members and schedule properties are joint family properties?

2. Does plaintiff is entitle for 1/3 share in the schedule properties?
3. What order or decree?

<u>ADDITIONAL ISSUES DATED 03.02.2025</u>

1. Whether the defendants No.3 & 4 prove that, the suit schedule item Nos.1, 4, 10, 11, 14 and 15 are the self acquired properties of defendants No.1 to 5?
2. Whether the defendants No.3 & 4 prove that, the suit schedule item No.13 is the self acquired property of defendant No.2?
3. Whether the defendants No.3 & 4 prove that, the suit schedule item Nos.3 & 6 are the self acquired properties of defendants No.4?
4. Whether the defendants No.3 & 4 prove that, the suit is bad for non joinder of all the properties?
5. Whether the defendants No.3 & 4 prove that, the suit is bad for non joinder of necessary parties?
6. Whether the defendants No.3 & 4 prove that, the partition of joint family properties is already taken place by virtue of compromise decree passed in O.S.75/2017?

6. The plaintiff has got herself examined as PW-1 and produced 17 documents as Ex.P-1 to 17 respectively.

7. On the other hand, the defendant No.3 has got himself examined as DW-1 and produced 29 documents as Ex.D-1 to 29 respectively. The defendant No.1 has got himself examined as DW 2. The defendants No.3 and 4 have got examined 2 more witnesses by name Manjunath.G.S and Ravikumar as DW-3 and 4 respectively in support of their case.

8. Having heard learned counsel for the respective parties and considered both the oral and documentary evidence on record, I have answered the above issues and additional issues as below:-

Issue No.1	:	In the Affirmative
Issue No.2	:	In the Affirmative
Additional Issues No.1	:	In the Negative
Additional Issues No.2	:	In the Negative
Additional Issues No.3	:	In the Negative
Additional Issues No.4	:	In the Negative
Additional Issues No.5	:	In the Negative
Additional Issues No.6	:	In the Negative

Issue No.3:- As per final order for the following;

REASONS

9. ISSUE NO.1, 2 AND ADDITIONAL ISSUES NO.1 TO 3 AND 5:- All these issues are interconnected and hence in order to avoid repetition of facts and reasons I have taken them together for common discussion.

10. In order to substantiate her case the plaintiff has got herself examined before the court as PW-1 by filling examination in chief affidavit reiterating the plaint averments. As I have already narrated in brief the plaint averments it may not be necessary to repeat the same once again here. In support of her oral evidence the PW-1 has produced genealogy affidavit, 15 RTCs and a demand register extract as per Ex.P-1 to 17 respectively.

11. On the other hand the defendant No.3 has got himself examined before the court as DW-1 by filing examination in chief affidavit reiterating the written statement contentions of defendants

No.3 and 4. As I have already narrated in brief the written statement contentions of defendants No.3 and 4 it may not be necessary to repeat the same once again here. In support of his oral evidence DW-1 has produced MR extract, RTC, Form No.9, Form No.11A, Form No.9, Compromise decree in O.S.No.75/2017, demand register extract, RTC, driving license, certified copy of quarry license, driving licence, certified copy of sale deed dated 23.04.2001, RTC, certified copy of sale deed dated 14.05.1997, RTC, certified copy of sale deed dated 14.12.2000, RTC, certified copy of sale deed dated 14.08.2014 along with certificate, Certified copy of sale deed dated 20.02.2013 along with certificate, certified copy of sale deed dated 21.12.2009 along with certificate, 2 RTCs and certified copy of sale deed dated 13.02.2020 along with certificate and got them marked as Ex.D-1 to 29 respectively.

12. The defendant No.1 has got himself examined before the court is DW-2 by filing examination in chief affidavit reiterating the written statement contentions of defendants No.1 and 2.

13. The defendants No.3 and 4 have got examined 2 more witnesses by name Manjunath.G.S. and Ravikumar as DW-3 and 4 respectively in support of their case.

14. Learned counsel for the plaintiff vehemently argued that, the relationship between parties to the suit is not in dispute and that, they constitute Hindu Undivided Family and that, some of the suit schedule properties are their ancestral properties and some are the properties acquired out of the income derived from the ancestral properties and that, those properties that are acquired out of the income derived from the ancestral properties are also the joint family properties of the plaintiff and defendants and that, in O.S.No.75/2017 which was filed by defendant No.5 against defendants No.1 to 4 without impleading the plaintiff herein as well as the defendant No.5 for partition the parties thereto have treated all the properties as ancestral and joint family properties and it cannot be said that, some of the suit schedule properties are the self acquired properties of the defendants No.1 to 4 and that, the compromise decree passed in the said suit does not bind the plaintiff as she was not made as party to the said suit and that, the defendants No.1 to 4 are estopped by contending that, some of the suit schedule properties are their self acquired properties.

15. Learned counsel for the defendants No.3 and 4 vehemently argued that, the plaintiff has not at all stated which property among the suit schedule properties is the ancestral and which property is acquired out of the income derived from the ancestral property and that, the plaintiff has not produced evidence to show that, ancestral properties were yielding income and that, the defendants No.3 and 4 were carrying on quarry business and had owned tractor and tipper lorry and they had their independent source of income and purchased properties in the names of defendants No.1, 2 and 4 and constructed house in suit schedule item No.13 and that, partition has already taken place between the defendants No.1 to 5 and that, the plaintiff was never in joint possession of the suit schedule properties.

16. I have carefully heard learned counsel for the respective parties and appreciated both the oral and documentary evidence on record meticulously.

17. The documentary evidence produced and relied upon by the plaintiff would go to show that, Thimmegowda and Lakshmamma are the husband and the wife and that, the said couple have got 3 children by name T.T.Nagegowda, Ratnamma and Indramma and that, Nagegowda has married Ratnamma and the said couple have got 3 children by name Srinivas, Prakash and Netravati and that, Ratnamma is married to Rangegowda and that, Indramma is married to Nanjundegowda and they have got 2 children by name Srikanta and Shrimathi as per the genealogy affidavit at Ex.P-1.

18. The RTC as per Ex.P-2 shows that, the property bearing Sy.No.58/2 totally measures 1 acre 34.08 guntas. Out of it, an extent of 0.07 guntas is mutated into the name of defendant No.1 herein vide MR No.7/97-98.

19. The RTC as per Ex.P-3 shows that, the property bearing Sy.No.58/5 totally measures 0.21 guntas. Out of it, an extent of 0.10 guntas is mutated into the name of Devamma w/o Ramesh vide MR No.75/95-96 and the remaining extent of 0.11 guntas is entered in the name of defendant No.1 herein vide MR No.108/93-94.

20. The RTC as per Ex.P-4 shows that, the property bearing Sy.No.58/7 measuring 0.07.08 guntas is mutated into the name of defendant No.4 herein vide MR No.H43/2012-2013.

21. The RTC as per Ex.P-5 shows that, the property bearing Sy.No.58/10 measuring 0.09 guntas is mutated into the name of defendant No.1 herein vide MR No.108/93-94.

22. The RTC as per Ex.P-6 shows that, the property bearing Sy.No.59/4 totally measures 0.37 guntas. Out of it, an extent of 0.07 guntas is mutated into the name of defendant No.1 herein vide MR No.108/93-94.

23. The RTC as per Ex.P-7 shows that, the property bearing Sy.No.62/3 measuring 0.20 guntas is mutated into the name of defendant No.4 herein vide MR No.H11/2014-2015.

24. The RTC as per Ex.P-8 shows that, the property bearing Sy.No.65/1 totally measures 1 acre 12 guntas. Out of it, an extent of 0.09 guntas is mutated into the name of defendant No.1 herein vide MR No.108/93-94.

25. The RTC as per Ex.P-9 shows that, the property bearing Sy.No.547/1 totally measures 0.31 guntas. Out of it, an extent of 0.30 guntas is mutated into the name of defendant No.1 herein vide MR No.108/93-94. The remaining extent of 0.01 guntas is mutated into the name of Hemavati left bank channal vide MR H41/2019-2020.

26. The RTC as per Ex.P-10 shows that, the property bearing Sy.No.547/2 totally measures 1 acre 08 guntas. Out of it, an extent of 0.34 guntas is mutated into the name of defendant No.1 herein vide MR No.108/93-94. The remaining extent of 0.14 guntas is mutated into the name of Hemavati left bank channal vide MR H41/2019-2020.

27. The RTC as per Ex.P-11 shows that, the property bearing Sy.No.547/3 totally measures 0.28 guntas. Out of it, an extent of 0.13 guntas is mutated into the name of defendant No.1 herein vide MR No.1/01-02. The remaining extent of 0.15 guntas is mutated into the name of Hemavati left bank channal vide MR H41/2019-2020.

28. The RTC as per Ex.P-12 shows that, the property bearing Sy.No.547/7 measuring 0.17 guntas is mutated into the name of defendant No.1 herein vide MR No.1/01-02.

29. The RTC as per Ex.P-13 shows that, the property bearing Sy.No.549/2 totally measures 3 acres 37 guntas. Out of it, an extent of 0.28 guntas is mutated into the name of defendant No.1 herein vide MR No.108/93-94.

30. The RTC as per Ex.P-14 shows that, the property bearing Sy.No.18/4 measuring 0.05 guntas is mutated into the name of defendant No.2 herein vide MR No.T3/2012-2013.

31. The RTC as per Ex.P-15 shows that, the property bearing Sy.No.104/9 measuring 0.02.08 guntas is mutated into the name of defendant No.5 herein vide MR No.H11/2019-2020 based on partition.

32. The RTC as per Ex.P-16 shows that, the property bearing Sy.No.104/10 measuring 0.02 guntas is mutated into the name of defendant No.1 herein vide MR No.T60/2012-2013.

33. The demand register extract as per Ex.P-17 shows that, the property bearing No.356/318 measuring East-West 25' and North-South 13' is assessed to tax in the name of defendant No.2 under Basava Vasati 2010-11.

34. The documentary evidence produced and relied upon by the defendants No.3 and 4 would go to show that, the property bearing Sy.No.512/2 measuring 1 acre 12 guntas is mutated into the name of S.Revanna from the name of defendant No.1 herein vide MR No.H73/2019-2020 as per Ex.D-1 based on the sale transaction.

35. The RTC as per Ex.D-2 shows that, the property bearing Sy.No.512/2 measuring 1 acre 12 guntas is mutated into the name of S.Revanna vide MR No.H73/2019-2020.

36. The Forms No.9, 11A and 9 as per Ex.D-3 to 5 show that, the house property bearing No.34/31 is mutated into the name of defendant No.5 herein as per court order.

37. The decree as per Ex.D-6 shows that, the defendant No.5 herein had instituted O.S.No.75/2017 against the defendants No.1 to 4 herein for partition and separate possession of the House and site property bearing Khatha No.34/31 and 356/318 of Gummanahalli village and agricultural properties bearing Sy.No.547/2 measuring 1 acre 08 guntas, Sy.No.547 measuring 0.31 guntas, Sy.No.547/3 measuring 0.28 guntas, Sy.No.547/4pai-p1 measuring 0.17 guntas, Sy.No.549/2pai-p1 measuring 0.29 guntas, Sy.No.59/4pai-p2 measuring 0.07 guntas, Sy.No.65/1pai measuring 0.09 guntas, Sy.No.58/5pai-p2 measuring 0.11 guntas, Sy.No.58/2pai-p4 measuring 0.09 guntas, Sy.No.58/3pai-p2 measuring 0.09 guntas, Sy.No.62/3 measuring 0.20 guntas, Sy.No.58/7 measuring 0.07.08 guntas, Sy.No.512/P-2 measuring 1 acre 12 guntas and Sy.No.104 measuring 0.02.08 guntas and the said suit was ended in compromise.

38. The demand register extract as per Ex.D-7 shows that, the property bearing khatha No.34/31 measuring 23' x 37' and 17' x 9½' had been initially entered into the name of Thimmegowda s/o Huchchegowda and later, it was entered into the name of defendant No.1 and then, it is now entered in the name of defendant No.5.

39. The RTC as per Ex.D-8 shows that, the property bearing Sy.No.512/P2 totally measures 2 acre 29 guntas. Out of it, an extent of 1 acre 12 guntas is mutated into the name of defendant No.1 herein vide MR No.65/2003-2004.

40. Ex.D-9 is the Registration Certificate card pertaining to the vehicle bearing registration number KA54-7914 and the said vehicle is registered in the name of defendant No.4 herein.

41. Ex.D-10 is the driving licence belonging to defendant No.3 herein. The defendant No.3 has obtained the said license on 26-03-2008 and the same is valid till 25-03-2028.

42. The certified copy of quarrying licence as per Ex.D-11 shows the defendant No.1 herein has obtained the said license to carry on quarry activity in the property bearing Sy.No.449 of Gummanahally village for a period of 5 years from 25.02.2002

43. Ex.D-12 is the driving license belonging to defendant No.4 herein. The defendant No.4 has obtained the driving license on 28.10.2010 and the same is valid till 27.10.2030.

44. The certified copy of sale deed dated 23.04.2001 as per Ex.D-13 shows that, Saakamma and her children have sold the properties bearing Sy.No.547/3 measuring 0.28 guntas and Sy.No.547/4 measuring 0.17 guntas, totally measuring 0.45 guntas, out of which an extent of 0.15 guntas is acquired for Hemavathi channal and the remaining extent of 0.30 guntas is sold to defendant No.1 herein.

45. The RTC as per Ex.D-14 shows that, the property bearing Sy.No.547/3 measuring 0.13 guntas is mutated into the name of defendant No.1 herein vide MR No.1/01-02 and an extent of 0.15 guntas is mutated into the name of Hemavathi left bank channel vide MR No.H41/2019-2020.

46. The certified copy of sale deed dated 14.05.1997 as per Ex.D-15 shows that, R.Krishnegowda and his wife have sold the property measuring 0.07 guntas out of 0.35 guntas in Sy.No.58/2 to defendant No.1 herein.

47. The RTC as per Ex.D-16 shows that, the property bearing Sy.No.58/2 measuring 0.07 guntas is mutated into the name of defendant No.1 herein vide MR No.7/98-98. Similarly, an extent of 0.07 guntas in Sy.No.58/2 is mutated into the joint names of Kumaragowda.K s/o late Krishnegowda and the defendant No.1 herein vide MR H111/2025-2026 by way of inheritance.

48. The certified copy of sale deed dated 14.12.2000 as per Ex.D-17 shows that, Ningamma and her children have sold the property measuring 0.05 guntas out of 0.37 guntas in Sy.No.18 to the defendant No.2 herein.

49. The RTC as per Ex.D-18 shows that, the property bearing Sy.No.18/4 measuring 0.05 guntas is mutated into the name of defendant No.2 herein vide MR No.T3/2012-2013.

50. The sale deed dated 14.08.2014 along with certificate as per Ex.D.19 and 20 shows that, Jayalakshmamma and others have sold the property bearing Sy.No.62/3 measuring 0.20 guntas to the defendant No.3 herein.

51. The sale deed dated 20.02.2013 along with certificate as per Ex.D.21 and 22 shows that, Kamalamma and Rangaswamy have sold the property bearing Sy.No.58/1 measuring 0.07.08 guntas to the defendant No.3 herein.

52. The RTC as per Ex.D-23 shows that, the property bearing Sy.No.58/7 measuring 0.07.08 guntas is mutated into the name of defendant No.3 herein vide MRH 43/2012-13.

53. The certified copy of sale deed dated 21.12.2009 along with certificate shows that, Marigowda and his wife and children have sold two bits of land measuring 0.02.08 guntas each out of 0.17 guntas in Sy.No.104/1 the defendant No.1 herein.

54. The RTC as per Ex.D-26 shows that, the property bearing Sy.No.104/10 measuring 0.02.08 guntas is mutated into the name of defendant No.1 herein vide MR No.T21/2024-25

55. The RTC as per Ex.D-27 shows that, the property bearing Sy.No.104/9 measuring 0.02.08 guntas is mutated into the name of defendant No.5 vide MR T22/2024-2025.

56. The certified copy of sale deed dated 13.02.2020 along with certificate as per Ex.D-28 and 29 shows that, the defendants No.1 and 2 have sold the property bearing Sy.No.512/2 measuring 1 acre 12 guntas to Revanna.

57. As described in the plaint schedule, the properties that are sought to be partitioned in the suit are the properties bearing Sy.No.58/2 measuring 0.07 guntas, Sy.No.58/5 measuring 0.11 guntas, Sy.No.58/7 measuring 0.07.08 guntas, Sy.No.58/10 measuring 0.09 guntas, Sy.No.59/4 measuring 0.07 guntas, Sy.No.62/3 measuring 0.20 guntas, Sy.No.65/1 measuring 0.09 guntas, Sy.No.547/1 measuring 0.30 guntas, Sy.No.547/2 measuring 0.34 guntas, Sy.No.547/3 measuring 0.13 guntas, Sy.No.547/7 measuring 0.17 guntas, Sy.No.549/2 measuring 0.28 guntas, Sy.No.18/4 measuring 0.05 guntas consisting of 2 storey house bearing No:356/318 measuring East-West 51' and North-South 47', Sy.No.104/9 measuring 0.02.08 guntas, Sy.No.104/10 measuring 0.02.08 guntas and the property bearing No:34/31 measuring East-West 23' and North-South 37' consisting of tiled house measuring East-West 17' and North-South 9 1/2'.

58. As per the documentary evidence on record, the suit schedule items No.1, 2, 4, 5, 7 to 12 and 15 are mutated into the name of defendant No.1. The suit schedule item No.13 is mutated into the name of defendant No.2. The suit schedule items No.3 and 6 are mutated into the name of defendant No.3. The suit schedule items No.14 and 16 are mutated into the name of defendant No.5. The relationship between parties to the suit is not in dispute. The plaintiff and defendants No.1 and 6 are the children of Thimmegowda and Lakshamma. Defendant No.2 is the wife of defendant No.1. Defendants No.3 to 5 are the children of defendants No.1 and 2. The defendants No.1 to 4 have admitted this fact in their written statement. DW-1 and 2 have admitted this fact even during the course of their cross examination also. DW-4 has also categorically admitted that, the plaintiff and defendants No.1 and 6 are the living legal representatives of deceased Thimmegowda and Lakshmamma.

59. It is the specific case of the plaintiff that, herself together with defendants constitute Hindu Undivided Family and that, the suit schedule properties are their ancestral and joint family properties and that, they are not yet partitioned between herself and her brother and sister and that, she is entitled to division of suit schedule properties.

60. The defendants No.1 and 2 have, in their written statement, admitted the case of the plaintiff and stated that, they do not have objection to allot her 1/3rd share in the suit schedule properties. Even in the examination in chief affidavit filed by the DW-2, who is defendant No.1 herein, by appearing into the witness box, it is stated on oath that, the suit schedule properties are the ancestral and joint family properties and that, defendant No.1 was managing the affairs of the family after the death of his father and mother and that, he has developed the ancestral properties and acquired the properties. However, the DW-1 has stated in his examination in chief affidavit that, his sisters had informed him that, they do not want share in the suit schedule properties. DW-2 has alleged in his examination in chief affidavit that, the plaintiff has filed the suit at the instigation of his sons. This statement is contrary to the statements made in the written statement filed by the defendants No.1 and 2. The defendants No.1 and 2 have stated in their written statement that, partition has not yet taken place between the plaintiff and defendants No.1 and 6 and that, they do not have any objection to allot 1/3rd share to the plaintiff in the suit schedule properties. Be that as it may, during the course of his cross examination DW-1 has categorically admitted the case of the plaintiff and stated that, he does not have objection to allot share to his sisters. Relevant portion of his cross examination is as follows:- "ನನ್ನ ತಂದೆಯ ಹೆಸರು ತಿಮ್ಮೇಗೌಡ ಮತ್ತು ತಾಯಿಯ ಹೆಸರು ಲಕ್ಷ್ಮಮ್ಮ ಎಂದರೆ ಸರಿ. ನಮ್ಮ ತಂದೆ ತಾಯಿಗೆ ನಾವು 3 ಜನ ಮಕ್ಕಳು ಎಂದರೆ ಸರಿ. 6 ನೇ ಪ್ರತಿವಾದಿ ರತ್ನಮ್ಮ ಮತ್ತು ವಾದಿ ಇಂದ್ರಮ್ಮ ನನ್ನ ಸಹೋದರಿಯರು ಎಂದರೆ ಸರಿ. ನಮ್ಮ ತಂದೆ ಬದುಕಿದ್ದಾಗ ನನ್ನ ಹಾಗೂ ನನ್ನ ಸಹೋದರಿಯರ ನಡುವೆ ಪಾಲು ವಿಭಜನೆ ಮಾಡಿಕೊಟ್ಟಿರಲಿಲ್ಲ ಎಂದರೆ ಸರಿ. ದಾವಾ ಷೆಡ್ಯೂಲ್ ಸ್ವತ್ತುಗಳ ಬಗ್ಗೆ ತಿಳಿದುಕೊಂಡಿದ್ದೇನೆ. ದಾವಾ ಷೆಡ್ಯೂಲ್ ಸರ್ವೆ ನಂ. 58/2, 58/5, 58/10, 59/4, 65/1, 547/1, 547/2, 547/3, 547/7, 549/2 ನಮ್ಮ ಪಿತ್ರಾರ್ಜಿತ ಆಸ್ತಿಗಳು ಎಂದರೆ ಸರಿ. ಸರ್ವೆ ನಂ. 547/3 ಪೈಕಿ 0.15 ಗುಂಟೆ ಜಮೀನು ಹೇಮಾವತಿ ಎಡದಂಡೆ ನಾಲೆಗೆ ಭೂಸ್ವಾಧೀನಗೊಂಡಿದೆ ಎಂದರೆ ಸರಿ. ಅದರ ಪರಿಹಾರದ ಹಣವನ್ನು ನಾನು ಪಡೆದುಕೊಂಡಿದ್ದೇನೆ ಎಂದರೆ ಸರಿ. ಭೂಸ್ವಾಧೀನಗೊಂಡಿರುವ 0.15 ಗುಂಟೆ ಜಮೀನು ಸಹ ನಮ್ಮ ಪಿತ್ರಾರ್ಜಿತ ಜಮೀನು ಎಂದರೆ ಸರಿ. ಪರಿಹಾರದ ಹಣದಿಂದ ದಾವಾ ಷೆಡ್ಯೂಲ್ ಸರ್ವೆ

ನಂ. 58/7 ಮತ್ತು 18/4 ನ್ನು ನನ್ನ ಮಗ ಹಾಗೂ ಹೆಂಡತಿ ಹೆಸರಿನಲ್ಲಿ ಖರೀದಿಸಿದ್ದೇನೆ ಎಂದರೆ ಸರಿ. ಗುಮ್ಮನಹಳ್ಳಿ ಗ್ರಾಮದಲ್ಲಿ ನನ್ನ ಹೆಂಡತಿ ಹೆಸರಿನಲ್ಲಿ ಮನೆ ಕಟ್ಟಡ ಇದೆ ಎಂದರೆ ಸರಿ. ಆ ಕಟ್ಟಡದಲ್ಲಿ 4 ಮನೆಗಳು ಇವೆ ಎಂದರೆ ಸರಿ. ಆ ಮನೆಯನ್ನು ಸಹ ಒಟ್ಟು ಕುಟುಂಬದ ಆದಾಯದಿಂದ ಕಟ್ಟಿಸಿದ್ದೇನೆ ಎಂದರೆ ಸರಿ. ನನ್ನ ಹಾಗೂ ನನ್ನ ಮಕ್ಕಳ ಸ್ವಯಾರ್ಜಿತ ಆಸ್ತಿಗಳನ್ನು ವಾದಿಯು ಈ ದಾವಾ ಷೆಡ್ಯೂಲ್ ನಲ್ಲಿ ಸೇರಿಸಿಲ್ಲ ಎಂದರೆ ಸರಿ. ನಮ್ಮ ಪಿತ್ರಾರ್ಜಿತ ಆಸ್ತಿಗಳು ಹಾಗೂ ಪಿತ್ರಾರ್ಜಿತ ಆಸ್ತಿಗಳಿಂದ ಬಂದ ಆದಾಯದಿಂದ ಅರ್ಜಿಸಿರುವ ಒಟ್ಟು ಕುಟುಂಬದ ಆಸ್ತಿಗಳನ್ನು ಮಾತ್ರ ವಾದಿಯು ಈ ದಾವೆಯಲ್ಲಿ ಸೇರಿಸಿದ್ದಾರೆ ಎಂದರೆ ಸರಿ." and "ದಾವಾ ಆಸ್ತಿಗಳಲ್ಲಿ ನನ್ನ ಒಡಹುಟ್ಟಿದ ಸಹೋದರಿಯರಿಗೆ ಪಾಲು ನೀಡಲು ನನಗೆ ಯಾವುದೇ ತೊಂದರೆ ಇಲ್ಲ." Thus the defendants No.1 and 2 have supported the case of the plaintiff and said that, the plaintiff is entitled to 1/3rd share in the suit schedule properties. It is pertinent to note here that, the defendant No.1 is the plaintiff's elder brother and that, he himself has stated before the court that, he was managing the affairs of the family after the death of his parents and he has acquired the properties in the name of his wife and son also out of the compensation amount received on account of land acquisition.

61. Even though the defendants No.1 and 2 have admitted the case of the plaintiff the defendants No.3 and 4 have disputed the plaintiff's case and contended that, the joint family as pleaded by the plaintiff is not in existence and that, the defendant No.1 has performed the marriage of the plaintiff and defendant No.1 by spending sufficient money and that, they are residing with their respective husbands in their matrimonial homes happily and that, they were never in joint possession of the suit schedule properties and that, the suit schedule items No.2, 5, 7, 8, 9 and 12 alone are the ancestral properties and that, the said properties are rain fed and that, there was no income from the said properties and hence the defendant No.1 could not provide good education to defendants No.3 and 4 due to which they worked as drivers and purchased Tractor and Tipper lorry by themselves and engaged in quarry business and acquired properties in the name of defendant No.1 and thus the suit schedule items No.1, 4, 10, 11, 14 and 15 are the self acquired properties of defendants No.1 to 4 and that, the suit schedule item No.13 is the self acquired property of defendant No.2 and that, the defendants No.3 and 4 have constructed a house in it by spending a sum of Rs.40,00,000-00 out of the income derived from quarry business and also by raising loan and that, suit schedule items No.3 and 6 are the self acquired properties of defendant No.3 and that, the defendant No.5 had instituted O.S.No.75/2017 against the defendants No.1 to 4 for partition and separate possession and the said suit was ended in compromise and accordingly the defendants No.1 to 5 are in possession and enjoyment of their respective properties as per the compromise decree and thus the defendants No.1 to 5 are separated from joint family and hence the joint family is not in existence.

62. In view of the contentions raised by the defendants No.3 and 4 in regard to existence of Hindu Undivided Family consisting of the plaintiff and the defendants I deem it proper to refer to Section 6 of Hindu Succession (Amendment) Act, 2005.

> **"6**. Devolution of interest in coparcenary property.—(1) On and from the commencement of the Hindu Succession (Amendment) Act, 2005 (39 of 2005), in a Joint Hindu family governed by the Mitakshara law, the daughter of a coparcener shall,—
>
> (a) by birth become a coparcener in her own right the same manner as the son;
>
> (b) have the same rights in the coparcenery property as she would have had if she had been a son;
>
> (c) be subject to the same liabilities in respect of the said coparcenery property as that of a son,

and any reference to a Hindu Mitakshara coparcener shall be deemed to include a reference to a daughter of a coparcener:

Provided that nothing contained in this sub-section shall affect or invalidate any disposition or alienation including any partition or testamentary disposition of property which had taken place before the 20th day of December, 2004.

(2) Any property to which a female Hindu becomes entitled by virtue of sub-section (1) shall be held by her with the incidents of coparcenary ownership and shall be regarded, notwithstanding anything contained in this Act or any other law for the time being in force, as property capable of being disposed of by her by testamentary disposition.

(3) Where a Hindu dies after the commencement of the Hindu Succession (Amendment) Act, 2005 (39 of 2005), his interest in the property of a Joint Hindu family governed by the Mitakshara law, shall devolve by testamentary or intestate succession, as the case may be, under this Act and not by survivorship, and the coparcenery property shall be deemed to have been divided as if a partition had taken place and,—

(a) the daughter is allotted the same share as is allotted to a son;

(b) the share of the pre-deceased son or a pre-deceased daughter, as they would have got had they been alive at the time of partition, shall be allotted to the surviving child of such pre-deceased son or of such pre-deceased daughter; and

(c) the share of the pre-deceased child of a pre-deceased son or of a pre-deceased daughter, as such child would have got had he or she been alive at the time of the partition, shall be allotted to the child of such pre-deceased child of the pre-deceased son or a pre-deceased daughter, as the case may be.

Explanation.—For the purposes of this sub-section, the interest of a Hindu Mitakshara coparcener shall be deemed to be the share in the property that would have been allotted to him if a partition of the property had taken place immediately before his death, irrespective of whether he was entitled to claim partition or not.

(4) After the commencement of the Hindu Succession (Amendment) Act, 2005 (39 of 2005), no court shall recognise any right to proceed against a son, grandson or great-grandson for the recovery of any debt due from his father, grandfather or great-grandfather solely on the ground of the pious obligation under the Hindu law, of such son, grandson or great-grandson to discharge any such debt:

Provided that in the case of any debt contracted before the commencement of the Hindu Succession (Amendment) Act, 2005 (39 of 2005), nothing contained in this sub-section shall affect—

(a) the right of any creditor to proceed against the son, grandson or great-grandson, as the case may be; or

(b) any alienation made in respect of or in satisfaction of, any such debt, and any such right or alienation shall be enforceable under the rule of pious obligation in the same manner and to the same extent as it would have been enforceable as if the Hindu Succession (Amendment) Act, 2005 (39 of 2005)had not been enacted.

Explanation.—For the purposes of clause (a), the expression “son”, “grandson” or “great-grandson” shall be deemed to refer to the son, grandson or great-grandson, as the case may be, who was born or adopted prior to the commencement of the Hindu Succession (Amendment) Act, 2005 (39 of 2005).

> (5) Nothing contained in this section shall apply to a partition, which has been effected before the 20th day of December, 2004.
>
> Explanation.—For the purposes of this section "partition" means any partition made by execution of a deed of partition duly registered under the Registration Act, 1908 (16 of 1908) or partition effected by a decree of a court."

63. From the above provisions of law it is as clear as crystal that, in a joint Hindu family governed by Mitakshara law, the daughter of a co-parcener is a co-parcener by birth in her own right in the same manner as the son and has the same rights in the co-parcenary property as she would have had if she had been a son and shall be subject to the same liabilities and disabilities in respect thereto as the son;

64. The Hon'ble Supreme court of India has held in the case of Vineeta Sharma vs Rakesh Sharma reported in AIR 2020 SC 3717 as follows:-

> (i) The provisions contained in substituted Section 6 of the Hindu Succession Act, 1956 confer status of coparcener on the daughter born before or after amendment in the same manner as son with same rights and liabilities.
>
> (ii) The rights can be claimed by the daughter born earlier with effect from 9.9.2005 with savings as provided in Section 6(1) as to the disposition or alienation, partition or testamentary disposition which had taken place before 20th day of December, 2004.

(iii) Since the right in coparcenary is by birth, it is not necessary that father coparcener should be living as on 9.9.2005.

(iv) The statutory fiction of partition created by proviso to Section 6 of the Hindu Succession Act, 1956 as originally enacted did not bring about the actual partition or disruption of coparcenary. The fiction was only for the purpose of ascertaining share of deceased coparcener when he was survived by a female heir, of Class-I as specified in the Schedule to the Act of 1956 or male relative of such female. The provisions of the substituted Section are required to be given full effect. Notwithstanding that a preliminary decree has been passed the daughters are to be given share in coparcenary equal to that of a son in pending proceedings for final decree or in an appeal.

(v) In view of the rigor of provisions of Explanation to Section 6(5) of the Act of 1956, a plea of oral partition cannot be accepted as the statutory recognised mode of partition effected by a deed of partition duly registered under the provisions of the Registration act, 1908 or effected by a decree of a court. However, in exceptional cases where plea of oral partition is supported by public documents and partition is finally evinced in the same manner as if it had been affected by a decree of a court, it may be accepted. A plea of partition based on oral evidence alone cannot be accepted and to be rejected outrightly.

65. In the present case, the defendants No.1 and 2 have admitted the case of the plaintiff that, the ancestral and joint family properties were not partitioned between the plaintiff and defendants No.1 and 6 during the life time their ancestors. DW-1 has reiterated the same even during the course of his cross examination also. Relevant portion of his cross examination is as follows:- "ನಮ್ಮ ತಂದೆ ಬದುಕಿದ್ದಾಗ ನನ್ನ ಹಾಗೂ ನನ್ನ ಸಹೋದರಿಯ ನಡುವೆ ಪಾಲು ವಿಭಜನೆ ಮಾಡಿಕೊಟ್ಟಿರಲಿಲ್ಲ ಎಂದರೆ ಸರಿ." Even the answers elicited from the mouth of DW-1 also show that, partition has not taken place between the plaintiff and defendants No.1 and 6 even after birth of defendants No.3 and 4 also. Relevant portion of his cross examination is as follows:- "ದಾವಾ ಆಸ್ತಿಗಳಲ್ಲಿ ವಾದಿಗೆ ಇಂದಿನವರೆಗೂ ಯಾವುದೇ ಪಾಲು ನೀಡಿಲ್ಲ ಎಂದರೆ ರತ್ನಮ್ಮ ಮತ್ತು ಇಂದ್ರಮ್ಮರವರು ನಾನು ಹುಟ್ಟಿದಾಗಿನಿಂದಲೂ ಪಾಲು ಕೇಳಿಕೊಂಡು ನಮ್ಮ ಮನೆಗೆ ಬಂದಿಲ್ಲ." Further, DW-4 has categorically admitted that, there was no partition during the life time of Thimmegowda and Lakshmamma. Relevant portion of his cross examination is as follows:- "ತಿಮ್ಮೇಗೌಡ ಮತ್ತು ಲಕ್ಷ್ಮಮ್ಮರವರ ಜೀವಿತಾವಧಿಯಲ್ಲಿ ಯಾವುದೇ ವಿಭಾಗ ಆಗಿಲ್ಲ ಎಂದರೆ ನಾಗೇಗೌಡರು ಒಬ್ಬರೇ ಮಗ ಆಗಿರುವ ಕಾರಣ ಪಿತ್ರಾರ್ಜಿತ ಆಸ್ತಿಗಳೆಲ್ಲವೂ ನಾಗೇಗೌಡರ ಬಳಿಯೇ ಉಳಿದುಕೊಂಡಿದ್ದವು." and "ಪಿತ್ರಾರ್ಜಿತ ಹಾಗೂ ಒಟ್ಟು ಕುಟುಂಬದ ಸ್ವತ್ತುಗಳಲ್ಲಿ ವಾದಿಗೆ ಭಾಗಾಂಶ ನೀಡಿಲ್ಲ ಎಂದರೆ ನನ್ನ ದೊಡ್ಡಪ್ಪ ಹಾಗೂ ದೊಡ್ಡಮ್ಮ ತೀರಿಕೊಂಡಾಗ ವಾದಿಗೆ ಮತ್ತು ಉಳಿದ ಹೆಣ್ಣು ಮಕ್ಕಳಿಗೆ ಮದುವೆಯಾಗಿದ್ದ ಕಾರಣ ಮತ್ತು ಯಾವುದೇ ಪಾಲು ಕೇಳದೆ ಇದ್ದ ಕಾರಣ ಅವರುಗಳಿಗೆ ಭಾಗಾಂಶ ನೀಡಿಲ್ಲ. " Thus it is crystal clear that, ancestral and joint family properties are not yet partitioned between the plaintiff and defendants No.1 and 6. When there is no partition between the plaintiff and her brother and sister i.e., defendants No.1 and 6 then it has to be said that, the joint family consisting of the plaintiff and defendants No.1 and 6 is still in existence.

66. In the present case, it is not in dispute that, the suit schedule items No.2, 5, 7, 8, 9 and 12 are the ancestral properties. But, as per the plaintiff, all the suit schedule properties are the ancestral and joint family properties of the plaintiff and the defendants. Per contra, as per the defendants No.3 and 4, the suit schedule items No.1, 4, 10, 11, 14 and 15 are acquired in the name of defendant No.1 out of the income derived from the quarry business and hence the said properties are the self acquired properties of defendants No.1 to 5 and that, the suit schedule item No.13 bearing Sy.No.18/4 measuring 0.05 guntas is the self acquired property of defendant No.2 and that, the suit schedule items No.3 and 6 are the self acquired properties of defendant No.4. Thus, according to the defendants No.3 and 4, the suit schedule items No.1, 3, 4, 6, 10, 11, 13, 14 and 15 are not the ancestral properties and they are acquired out of their own earnings. But, the defendant No.1, in whose name the the suit schedule items No.2, 5, 7, 8, 9 and 12 also stand, has categorically admitted before the court that, the said properties are also the ancestral joint family properties. Relevant portion of his cross examination is as follows:- "ದಾವಾ ಷೆಡ್ಯೂಲ್ ಸ್ವತ್ತುಗಳ ಬಗ್ಗೆ ತಿಳಿದುಕೊಂಡಿದ್ದೇನೆ. ದಾವಾ ಷೆಡ್ಯೂಲ್ ಸರ್ವೆ ನಂ. 58/2, 58/5, 58/10, 59/4, 65/1, 547/1, 547/2, 547/3, 547/7, 549/2 ನಮ್ಮ ಪಿತ್ರಾರ್ಜಿತ ಆಸ್ತಿಗಳು ಎಂದರೆ ಸರಿ. ಸರ್ವೆ ನಂ. 547/3 ಪೈಕಿ 0.15 ಗುಂಟೆ ಜಮೀನು ಹೇಮಾವತಿ ಎಡದಂಡೆ ನಾಲೆಗೆ ಭೂಸ್ವಾಧೀನಗೊಂಡಿದೆ ಎಂದರೆ ಸರಿ. ಅದರ ಪರಿಹಾರದ ಹಣವನ್ನು ನಾನು ಪಡೆದುಕೊಂಡಿದ್ದೇನೆ ಎಂದರೆ ಸರಿ. ಭೂಸ್ವಾಧೀನಗೊಂಡಿರುವ 0.15 ಗುಂಟೆ ಜಮೀನು ಸಹ ನಮ್ಮ ಪಿತ್ರಾರ್ಜಿತ ಜಮೀನು ಎಂದರೆ ಸರಿ. ಪರಿಹಾರದ ಹಣದಿಂದ ದಾವಾ ಷೆಡ್ಯೂಲ್ ಸರ್ವೆ ನಂ. 58/7 ಮತ್ತು 18/4 ನ್ನು ನನ್ನ ಮಗ ಹಾಗೂ ಹೆಂಡತಿ ಹೆಸರಿನಲ್ಲಿ ಖರೀದಿಸಿದ್ದೇನೆ ಎಂದರೆ ಸರಿ. ಗುಮ್ಮನಹಳ್ಳಿ ಗ್ರಾಮದಲ್ಲಿ ನನ್ನ ಹೆಂಡತಿ ಹೆಸರಿನಲ್ಲಿ ಮನೆ ಕಟ್ಟಡ ಇದೆ ಎಂದರೆ ಸರಿ. ಆ ಕಟ್ಟಡದಲ್ಲಿ 4 ಮನೆಗಳು ಇವೆ ಎಂದರೆ ಸರಿ. ಆ ಮನೆಯನ್ನು ಸಹ ಒಟ್ಟು ಕುಟುಂಬದ ಆದಾಯದಿಂದ ಕಟ್ಟಿಸಿದ್ದೇನೆ ಎಂದರೆ ಸರಿ. The DW-3 has categorically admitted that, the defendant No.1 himself was managing the family affairs. Relevant portion of his cross examination is as follows:- "ತಿಮ್ಮೇಗೌಡ ಮತ್ತು ಲಕ್ಷ್ಮಮ್ಮರವರು ತೀರಿಕೊಂಡ ನಂತರ ಅವರ ಕುಟುಂಬದ ಎಲ್ಲಾ ವ್ಯವಹಾರಗಳನ್ನು ಸಹ ಟಿ.ನಾಗೇಗೌಡರೇ ನೋಡಿಕೊಳ್ಳುತ್ತಿದ್ದರು ಎಂದರೆ ಸರಿ."

67. Under the above circumstances, if we look into the oral evidence of the defendants No.3 and 4 it shows that, DW-1 has categorically admitted during the course of his cross examination that, himself and his brother are not salaried employees. Relevant portion of his cross examination is as follows:- "ನನಗೂ ಮತ್ತು ನನ್ನ ತಮ್ಮನಿಗೆ ತಿಂಗಳಿಗೆ ಒಮ್ಮೆ ಸಂಗಳ ಬರುವ ಉದ್ಯೋಗ ಇಲ್ಲ ಎಂದರ ಸರಿ." However, DW-1 has answered that, himself and his brother have worked as drivers and acquired properties in the name of their father. But, DW-1 himself admits that, his father, mother, brother, sister and himself possess a BPL ration card and that, such card is being issued to those whose annual income is less than Rs.11,000-00. Relevant portion of his cross examination is as follows:- "ನನಗೂ ಮತ್ತು ನನ್ನ ತಮ್ಮನಿಗೆ ತಿಂಗಳಿಗೆ ಒಮ್ಮೆ ಸಂಬಳ ಬರುವ ಉದ್ಯೋಗ ಇಲ್ಲ ಎಂದರೆ ಸರಿ. ನಮಗೆ ಪ್ರತಿ ತಿಂಗಳು ನಿರ್ದಿಷ್ಟವಾಗಿ ಇಷ್ಟೆ ಸಂಬಳ ಬರುತ್ತದೆ ಎಂದು ಇಲ್ಲ. ಸಾಕ್ಷಿ ಮುಂದುವರಿದು ತಾನು ಮತ್ತು ತನ್ನ ತಮ್ಮ ಟಿಪ್ಪರ್ ಲಾರಿ ಓಡಿಸಿ ಬರುವ ಆದಾಯವನ್ನು ತಮ್ಮ ತಂದೆಗೆ ನೀಡಿ ಆಸ್ತಿಗಳನ್ನು ಖರೀದಿಸಿರುವುದಾಗಿ ಹೇಳುತ್ತಾರೆ. ನಾನು, ನನ್ನ ತಮ್ಮ, ನನ್ನ ಸಹೋದರಿ ಹಾಗೂ ನನ್ನ ತಾಯಿ ಬಿಪಿಎಲ್ ಕಾರ್ಡ ಹೊಂದಿದ್ದೇವೆ ಎಂದರೆ ಸರಿ. ಕುಟುಂಬದ ವಾರ್ಷಿಕ ಆದಾಯ ರೂ. 11,000/- ಇರುವವರಿಗೆ ಮಾತ್ರ ಬಿ ಪಿ ಎಲ್ ಕಾರ್ಡ ಕೊಡುತ್ತಾರೆ ಎಂದರೆ ಸರಿ. ನಮ್ಮ ಕುಟುಂಬಕ್ಕೆ ವ್ಯವಸಾಯದ ಮೂಲಕ ಹೆಚ್ಚಿನ ಆದಾಯ ಬರುತ್ತದೆ ಎಂದರೆ ಕಲ್ಲು ಗಣಿಗಾರಿಕೆ ಹಾಗೂ ಟಿಪ್ಪರ್ ಲಾರಿಯಿಂದ ಬರುತ್ತಿದೆ." Further, DW-1 has categorically admitted during the course of his cross examination that, his year of birth is 1987 and that, he was aged about 10 years during 1997-98 and he was 12 to 13 years during 2000-01 and that, there was no partition as on the date of the documents produced as per Ex.D-13 to 27 and that, his father was managing the affairs of the family till division in 2019. Relevant portion of his cross examination is as follows:-"ನಾನು ಹುಟ್ಟಿದ ವರ್ಷ 1987. 1997-98 ರಲ್ಲಿ ನನಗೆ 12 ರಿಂದ 13 ವರ್ಷ ಆಗಿದೆ. 1997-98 ರಲ್ಲಿ ನನಗೆ 10 ವರ್ಷ ಆಗಿತ್ತು ಎಂದರೆ ಸರಿ. 2000-01 ರ ವೇಳೆಗೆ ನನಗೆ ಕೇವಲ 12 -13 ವರ್ಷ ಎಂದರೆ ಸರಿ. ನಾನು ಹಾಜರುಪಡಿಸಿರುವ ನಿಶಾನೆ ಡಿ 13 ರಿಂದ 27 ರವರೆಗಿನ ಕ್ರಯಪತ್ರ ಹಾಗೂ ಕಂದಾಯ ದಾಖಲೆಗಳ ದಿನಾಂಕಗಳ ವೇಳೆಗೆ ನಮ್ಮ ಕುಟುಂಬದಲ್ಲಿ ಯಾವುದೇ ಪಾಲು ವಿಭಜನೆ ಆಗಿರಲಿಲ್ಲ ಎಂದರೆ ಸರಿ. 2019 ರಲ್ಲಿ ವಿಭಾಗ ಆಗುವವರೆಗೂ ನಮ್ಮ ತಂದೆಯೇ ನಮ್ಮ ಕುಟುಂಬದ ಯಜಮಾನಿಕೆಯನ್ನು ಮಾಡುತ್ತಿದ್ದರು." Further, the registration certificate card as per Ex.D-9 shows that, the defendant No.4 herein has purchased and got registered Mahindra 415

DI vehicle bearing registration No:KA54-7914 in his name on 11.09.2019. The driving license as per Ex.D-10 shows that, the defendant No.3 has obtained driving license on 26.03.2008. The driving license as per Ex.D-12 shows that, the defendant No.4 has obtained the driving license on 28.10.2010. Therefore, it is crystal clear that, the defendant No.3 was not authorized to drive any vehicle prior to 26.03.2008. Similarly, the defendant No.4 was not authorized to drive any vehicle prior to 28.10.2010. Similarly, neither the defendant No.3 nor defendant No.4 had owned any tractor or tipper lorry prior to 11.09.2019 on which date the defendant No. 4 has got Mahindra 415 DI registered in his name. No doubt, DW-3 and 4 have answered during the course of their cross examination that, the sons of T.Nagegowda has handed over their income from tipper and tractor. But, the defendants No.3 was not at all authorized to drive vehicles prior to 2008 and defendant No.4 was not authorized to drive vehicle prior to 2010. That apart, the defendant No.4 has purchased the vehicle during 2019. Therefore the evidence of DW-3 and 4 is not helpful to the case of the defendants No.3 and 4.

68. The sale deeds produced by the DW-1 are dated 14,05.1997, 14.12.2000, 23.04.2001, 21.12.2009, 20.02.2013 and 14.08.2014. The date of birth of defendant No.3 as per his driving license is 10.09.1983. The date of birth of defendant No.4 as per his driving license is 08.06.1987. As on the sale deeds dated 14,05.1997, 14.12.2000 and 23.04.2001 the age of defendant No.3 was 14, 17 and 18 years respectively. Similarly, as on the sale deeds dated 14,05.1997, 14.12.2000 and 23.04.2001 the age of defendant No.4 was 10, 14 and 15 years respectively. The age of the defendant No.4 as on the sale deeds dated 20.02.2013 and 14.08.2014 under which the suit schedule items No.3 and 6 are purchased in his name was 26 and 27 years respectively.

69. In the present case, the defendants No.3 and 4 have not produced any evidence to show that, they had their own source of income to purchase properties in the name of defendant No.4. The defendants No.3 and 4 have stated that, they have acquired the properties out of the income derived from quarry business. The DW-1 has produced Quarrying license as per Ex.D-11. As already observed, the said license is issued in the name of defendant No.1 on 25.02.2002 to carry on quarrying activities in the property bearing Sy.No.449 of Gummanahally village for a period of 5 years. The defendants No.3 and 4 have not produced any evidence to show that, they were carrying on quarry business under the said license. In deed, DW-1 has categorically admitted during the course of his cross examination that, defendant No.1 was managing the affairs of the joint family till 2019. Therefore, it cannot be said that, the defendant No.4 had got his own source of income to acquire properties in his name. On the other hand DW-2/defendant No.1 has categorically admitted during the course of his cross examination that, land was acquired for Hemavathi channel purpose and compensation was paid for the same and hence, out of the said compensation amount, he has acquired properties in the name of his wife and sons. When the DW-1 has categorically admitted that, the defendant No.1 was managing the joint family affairs till 2019 then the evidence of DW-2 that, he has acquired the properties in the name of his wife and sons out of the income derived from the ancestral and joint family properties cannot be disregarded. No doubt, PW-1 has admitted during the course of her cross examination that, her brother was doing broker work and her brother's sons were doing quarry work with tractor. But, in view of the fact that, the defendant No.1 was managing the joint family affairs till 2019 and that, the quarrying license was issued in the name of defendant No.1, it has to be said that, the defendants No.3 and 4 did not have their independent source of income to acquire properties in their names independently and that, the defendant No.1 who was managing the affairs of the joint family used to treat all those properties that were acquired in the names of himself and his wife and son as joint family properties. That apart, the evidence on record has established that, the defendant No.5 had instituted suit in O.S.No.75/2017 against the defendants No.1 to 4 for partition and separate possession of the properties. The properties that are said to be the self acquired properties of defendants No.1 to 4 were also the subject matter of the said suit. But, the defendants No.1 to 5 herein have got the said suit settled before the Lok adalath and obtained a compromise decree as per Ex.D-6. DW-1 has categorically admitted during the course of his cross examination that, the present suit schedule properties and the said suit schedule properties are one and the same and that, they have pleaded in the said suit that, the said properties are the joint family properties of his father, mother, brother and sister. Relevant portion of his cross examination is as follows:- "ಅಸಲು ದಾವಾ ಸಂಖ್ಯೆ75/2017 ರಲ್ಲಿ ವಾದಿಯನ್ನು ಪಕ್ಷಕಾರರನ್ನಾಗಿ ಮಾಡಿರಲಿಲ್ಲ ಎಂದರೆ ಸರಿ. ಸದರಿ ಅಸಲು ದಾವಾ ಸಂಖ್ಯೆ 75/2017 ರಲ್ಲಿ ಇರುವ ಆಸ್ತಿಗಳು ಮತ್ತು ಈ ದಾವೆಯಲ್ಲಿರುವ ಆಸ್ತಿಗಳು ಒಂದೇ ಆಗಿವೆ ಎಂದರೆ ಸರಿ. ಅಸಲು ದಾವೆ ಸಂಖ್ಯೆ75/17 ರಲ್ಲಿನ ದಾವಾ ಆಸ್ತಿಗಳು ನಮ್ಮ ಪಿತ್ರಾರ್ಜಿತ ಹಾಗೂ ಒಟ್ಟು ಕುಟುಂಬದ ಆಸ್ತಿ ಎಂದು ಘೋಷಣೆ ಮಾಡಿದ್ದೇವೆ ಎಂದರೆ ನಮ್ಮ ಪಿತ್ರಾರ್ಜಿತ ಮತ್ತು ನಮ್ಮ ಒಟ್ಟು ಕುಟುಂಬದ ಅಂದರೆ ನನ್ನ ತಂದೆ, ತಾಯಿ, ನಾನು, ನನ್ನ ತಮ್ಮ ಮತ್ತು ಹಾಗೂ ತಂಗಿಯನ್ನು ಒಳಗೊಂಡ ಒಟ್ಟು ಕುಟುಂಬದ ಆಸ್ತಿ ಎಂದು ಹೇಳಿದ್ದೇವೆ." Having stated so before the court in O.S.No.75/2017 the defendants No.3 and 4 now cannot contend that the above said properties are the self acquired properties. The defendants No.3 and 4 are estopped from contending contrary to what they have pleaded in the earlier judicial proceedings. The conduct of defendants No.1 to 5 in filing suit for partition of all the properties and getting it compromised clearly goes to show that, the defendants No.1 to 5 have treated all the properties that had been mutated in the names of defendants No.1, 2 and 5 as their joint family properties. Further, DW-1 has categorically admitted during the course of his cross examination that, based on the documents that stand in the name of his father he is contending that the suit schedule properties are the self acquired properties. Relevant portion of his cross examination is as follows:- **"ಈ ದಾವೆಯ ಆಸ್ತಿಗಳು ನಮ್ಮ ಸ್ವಯಾರ್ಜಿತ ಎಂದು ತೋರಿಸಲು ಯಾವುದೇ ದಾಖಲೆಗಳು ಇಲ್ಲ ಎಂದರೆ ಎಲ್ಲಾ ದಾವಾ ಆಸ್ತಿಗಳು ನಮ್ಮ ತಂದೆ ಟಿ.ನಾಗೇಗೌಡ ಹೆಸರಿನಲ್ಲಿ ಇರುವ ಕಾರಣ ಅವು ನಮ್ಮ ಸ್ವಯಾರ್ಜಿತ ಎಂದು ಹೇಳುತ್ತೇನೆ."** From this answer it is crystal clear that, the defendants No.3 and 4 do not have any evidence to show that, the properties that stand in the names of defendants No.1, 2 and 4 are their self acquired properties. DW-1 has answered during the course of his cross examination that himself and his brother have purchased suit schedule item No.3. Relevant portion of his cross examination is as follows:- "ದಾವಾ ಆಸ್ತಿ ಐಟಂ ನಂ. 3 ನ್ನು ಪಿತ್ರಾರ್ಜಿತ ಆಸ್ತಿಗಳಿಂದ ಬಂದ ಆದಾಯದಿಂದ ಕ್ರಯಕ್ಕೆ ಪಡೆಯಲಾಗಿದೆ ಎಂದರೆ ನಾನು, ನನ್ನ ತಮ್ಮ ಹಾಗೂ ನನ್ನ ತಂದೆ ದುಡಿದು ಸಂಪಾದನೆ ಮಾಡಿದ ಹಣದಿಂದ ಕ್ರಯಕ್ಕೆ ಪಡೆದಿದ್ದೇವೆ." But, the defendants No.3 and 4 have failed to establish their independent source of income to acquire any of the suit schedule properties in either of their names. Further, the defendant No.1/DW-2 himself has stated before the court that, he has acquired properties in the name of his wife and son out of the compensation amount received on account of the land acquisition. The defendant No.1 who was managing the affairs of the family himself has stated before the court that, he has acquired properties in the name of his wife and son also out of the compensation amount received on account of land acquisition. Therefore, it has to be said that, all the suit schedule properties are the joint family properties of the plaintiff and defendants.

70. As per Section 6 of Hindu Succession (Amendment) Act, 2005 daughter is coparcener by birth. In the present suit, the ancestral and joint family properties are not yet partitioned between the plaintiff and defendants No.1 and 6 who are the children of Thimmegowda and Lakshmamma. Therefore, the plaintiff and defendant No.6 were proper and necessary parties to the suit in O.S.No.75/2017. In spite of it they were not made as parties to the said suit. DW-1 has categorically admitted during the course of his cross examination that, plaintiff was not made a party to the said suit. Relevant portion of his cross examination is as follows:- "ಅಸಲು ದಾವಾ ಸಂಖ್ಯೆ 75/17 ರಲ್ಲಿ ವಾದಿಯನ್ನು ಪಕ್ಷಕಾರರನ್ನಾಗಿ ಮಾಡಿರಲಿಲ್ಲ ಎಂದರೆ ಸರಿ." Further, DW-2 has categorically admitted during the course of his cross examination that the said suit had been instituted without bringing to the notice of the plaintiff. Relevant portion of his cross examination is as follows:- "ನಾನು ಹಾಗೂ ನನ್ನ ಹೆಂಡತಿ ಮಕ್ಕಳು ಮಾತ್ರ ಸೇರಿ ಅಸಲು ದಾವೆ ಸಂಖ್ಯೆ 75/2017 ನ್ನು ವಿಭಾಗಕ್ಕಾಗಿ ಹೂಡಿದ್ದೆವು ಎಂದರೆ ಸರಿ. 2017 ಕ್ಕೂ ಮೊದಲು ನನ್ನ ಸಹೋದರಿ ವಾದಿ ಇಂದ್ರಮ್ಮರವರು ವಿಭಾಗ ಕೋರಿ ಊರಿನಲ್ಲಿ ಪಂಚಾಯಿತಿ ಮಾಡಿಸಿದ್ದರು ಎಂದರೆ, ನನ್ನ 4 ಜನ ಅಣ್ಣ ತಮ್ಮಂದಿರನ್ನು ಸೇರಿಸಿಕೊಂಡು ನನ್ನನ್ನು ಪಾಲು ಕೇಳಿದ್ದರು. ಹಾಗೆ ಪಾಲು ಕೇಳಿದ ಕಾರಣ ವಾದಿಗೆ ಗೊತ್ತಾಗದ ಹಾಗೆ ನಾನು ಮತ್ತು ನನ್ನ ಹೆಂಡತಿ ಮಕ್ಕಳು ಸೇರಿಕೊಂಡು ವಿಭಾಗಕ್ಕಾಗಿ ದಾವೆ ಹೂಡಿದ್ದೆವು ಎಂದರೆ ಸರಿ." Thus without making the plaintiff and defendant No.6 the defendants No.1 to 5 have obtained a compromise decree in O.S.No.75/2017. Therefore, the compromise decree passed in the said suit is not binding on the plaintiff and defendant No.6. Further, the DW-1 has categorically admitted that, the revenue records are not yet mutated on the basis of the said compromise decree. Relevant portion of his cross examination is as follows:- "ನಿಡಿ-6 ರಲ್ಲಿರುವ ಅಸಲು ದಾವಾ ಸಂಖ್ಯೆ 75/2017 ರ ರಾಜಿ ಡಿಕ್ರಿಯ ಅನುಸಾರ ಇದುವರೆಗೂ ಕಂದಾಯ ದಾಖಲೆಗಳು ನಮ್ಮ ನಮ್ಮ ಹೆಸರಿಗೆ ವರ್ಗಾವಣೆ ಆಗಿಲ್ಲ ಎಂದರೆ ಸರಿ."

71. For the aforesaid reasons it has to be said that, the plaintiff and defendants constitute Hindu Undivided Family and that, the suit schedule properties are their ancestral and joint family properties and that, the plaintiff is entitled to division of the suit schedule properties. The plaintiff is entitled to mesne profits also. However, she will have to work out the same during final decree proceedings. Further, the plaintiff and defendants No.1 and 6 are the children of deceased Thimmegowda and Lakshmamma. Therefore, all of them have got equal share in their ancestral and joint family properties. Accordingly, the plaintiff is entitled to 1/3rd share in the suit schedule properties. The defendants No.3 to 5 are entitled to equal share in the share of defendant No.1. Thus the plaintiff and defendant No.6 are entitled 4/12th share each whereas the defendants No.1 and 3 to 5 are entitled to 1/12th share each in the suit schedule properties. Therefore, I answer **Issue No.1 and 2 in the Affirmative and Additional Issue No.1, 2, 3 and 6 in the Negative.**

72. <u>ADDITIONAL ISSUE NO.4:-</u> It is the specific case of the defendants No.3 and 4 that, the plaintiff has not included all the properties and hence the suit is liable to be dismissed. But, the DW-2 who is defendant No.1 and manager of the joint family fill 2019 has categorically admitted before the court during the course of his cross examination that, the plaintiff has not included the self acquired properties of himself and his children and that, she has included only those properties that are ancestral and joint family properties. Relevant portion of his cross examination is as follows:- "ನನ್ನ ಹಾಗೂ ನನ್ನ ಮಕ್ಕಳ ಸ್ವಯಾರ್ಜಿತ ಆಸ್ತಿಗಳನ್ನು ವಾದಿಯು ಈ ದಾವಾ ಷೆಡ್ಯೂಲ್ ನಲ್ಲಿ ಸೇರಿಸಿಲ್ಲ ಎಂದರೆ ಸರಿ. ನಮ್ಮ ಪಿತ್ರಾರ್ಜಿತ ಆಸ್ತಿಗಳು ಹಾಗೂ ಪಿತ್ರಾರ್ಜಿತ ಆಸ್ತಿಗಳಿಂದ ಬಂದ ಆದಾಯದಿಂದ ಅರ್ಜಿಸಿರುವ ಒಟ್ಟು ಕುಟುಂಬದ ಆಸ್ತಿಗಳನ್ನು ಮಾತ್ರ ವಾದಿಯು ಈ ದಾವೆಯಲ್ಲಿ ಸೇರಿಸಿದ್ದಾರೆ ಎಂದರೆ ಸರಿ." Further, if the party deliberately omits to include a property in spite of notifying her about such a property then she loses her right over it as per Order II Rule 2 of CPC. Hence, **I answer Additional Issue No.4 in the Negative.**

73. <u>ADDITIONAL ISSUE NO.5:-</u> It is the specific case of the defendants No.3 and 4 that, the plaintiff has not impleaded the party to whom the defendants No.1 and 2 have sold the property. The DW-1 has produced a certified copy of sale deed as per Ex.D-28 and 29 to show that, the defendants No.1 and 2 have sold the property bearing Sy.No.512/2 measuring 1 acre 12 guntas to one S.Revanna and hence the said purchaser of the property is also a proper and necessary party to the suit. As can be seen from the plaint schedule, the property bearing Sy.No.512/2 measuring 1 acre 12 guntas is not a suit schedule item. When the said property is not a part and parcel of the suit schedule then the suit can be decided even in the absence of the person in whose name the said property stands. Hence, the said party is not proper and necessary party to the suit. Therefore, **I answer Additional Issue No.5 in the Negative**.

74. <u>ISSUE NO.3:-</u> Having answered Issue No.1 and 2 in the Affirmative and Additional Issue No.1 to 6 in the Negative, I proceed to pass the following;

<u>O R D E R</u>

The suit is decreed in part.

The plaintiff and defendant No.6 are entitled 4/12th share each whereas the defendants No.1 and 3 to 5 are entitled to 1/12th share each in the suit schedule properties.

No order as to costs.

Draw preliminary decree accordingly.

Office shall register final decree proceedings based on the preliminary decree.

(Dictated to the Stenographer on computer directly, then corrected and the same is pronounced by me in the open Court on 21st April -2026)

(N.BABU)
I Addl. Senior Civil Judge & JMFC,
Pandavapura.

ANNEXURE

List of witnesses examined for Plaintiff :-

PW-1	:	Indramma

List of documents exhibited for Plaintiffs :-

Ex.P-1	:	Genealogy
Ex.P-2 to 16	:	15 RTC extracts
Ex.P-17	:	Demand register extract

List of witnesses examined for the Defendants :-

DW-1	:	G.N.Srinivasa
DW-2	:	T. Nagegowda
DW-3	:	Manjunatha G.S.
DW-4	:	Ravikumar

List of documents exhibited for Defendants :-

Ex.D-1	:	M.R.Extract
Ex.D-2	:	RTC
Ex.D-3	:	Form No.9
Ex.D-4	:	Form No.11A
Ex.D-5	:	Form No.9
Ex.D-6	:	O.S.No.75/2017 Decree
Ex.D-7	:	Demand Register
Ex.D-8	:	R.T.Cs
Ex.D-9	:	RC
Ex.D-10	:	Driving Licence
Ex.D-11	:	C/c of Quarry licence
Ex.D-12	:	Driving licence
Ex.D-13	:	C/c of sale deed dated 23.04.2001
Ex.D-14	:	RTC
Ex.D-15	:	C/c of Sale deed dated 14.05.1997
Ex.D-16	:	RTC
Ex.D-17	:	C/c of Sale deed dated 14.12.2000
Ex.D-18	:	RTC
Ex.D-19 & 20	:	C/c of Sale deed dated 14.08.2014 and Certificate
Ex.D-21 & 22	:	C/c of Sale deed dated 20.02.2013 and Certificate
Ex.D-23	:	RTC
Ex.D-24 & 25	:	C/c of Sale deed dated 21.12.2009 and Certificate

Ex.D-26 & 27 :	Two RTCs
Ex.D-28 & 29 :	C/c of Sale deed dated 13.02.2020 and Certificate

(N.BABU)
I Addl. Senior Civil Judge & JMFC,
Pandavapura.