



TITLE SHEET FOR JUDGEMENTS IN SUITS

**IN THE COURT OF ADDITIONAL SMALL CAUSES &
SENIOR CIVIL JUDGE AT MYSURU.**

Present : **Sri. VIJETH. V.** B.A.L, LL.B.
Judge, Addl. Court of Small Causes.

Dated this the 17th day of February 2020.

O.S. 128 / 2014

BETWEEN

Sri. A.R. Chinthamani,
S/o Late A.M. Ramachandran,
Aged about 48 years, Major.
Residing at Arayamparambil House,
Odapallam Road, P.O. Moolanakave,
S. Battery, Wynad District,
Kerala State.

By his General Power of Attorney
Holder Sri. B.N. Vrushabhendra.

Dead by L.Rs.,

1(a) Smt. Saramma, T. Koshy,
Aged about 63 years,
W/o Late A.R. Chinthamani.

1(b) Smt. Meera,
Aged about 34 years,
D/o Late A.R. Chinthamani.

1(c) Manu,
Aged about 29 years,
S/o Late A.R. Chinthamani.

All are residing at Arayamparambil House,
Odapallam Road, P.O. Moolanakave,
S. Battery, Wynad District,
Kerala State.

Plaintiff

(By Sri. A.V. Jayarama Rao. Advocate)

AND

1) Sri. V. Srinivas,
S/o Late S. Venkataramaiah,
Aged about 55 years,
Residing at Door No.909/176,
Sarvajanika Hostel Road,
Vidyaranyaapuram,
Mysuru.
Dead by L.Rs.,

1(a) Smt. Padmavathamma,
M/o Late Srinivas,
Aged about 85 years.

1(b) Smt. Manjula,
W/o Late Srinivas,
Aged about 57 year.

1(c) Sri. S. Ravi Kumar,
S/o Late Srinivas,
Aged about 37 years.

1(d) Sri. S. Prashanth,
S/o Late Srinivas,
Aged about 31 years.

1(e) Smt. S. Shobha,
D/o Late Srinivas,
Aged about 33 years.

All are residing at No.909/176,
Sarvajanika Hostel road,
Vidyaranyaapuram,
Mysuru.

- 2) Sri. Elangovan,
S/o D. Annamalai,
Aged about 40 years, Major.
R/at Door No.G/5, 1027, CH.23,
Nisargadhama Apartments,
Jayalakshmi Road,
Mysuru.
- 3) Sri. V. Nanjundaswamy,
S/o Late Veerappa,
Aged about 40 years, Major.
Residing at Chikkadevaragudi,
Kanchikere Post,
K.R. Nagar Taluk,
Mysuru District.
- 4) Sri. Manomohan Lal,
S/o Late A.M. Ramachandran,
Aged about 70 years, Major,
Residing at Arayamparambil House,
Kodapulli Temple Road,
Kizhakummari Post,
Peringotukara,
Trichur District,
Kerala State – 680571.
- 5) Smt. Ningamma,
W/o Late Sanne Gowda,
Aged about 65 years, Major.
R/at Parasaiahana Hundi Village,
Srirampura,
Kasaba Hobli,
Mysuru Taluk.

- 6) Sri. Putta @ Puttegowda,
S/o Late Sanne Gowda,
Aged about 44 years,
R/at Parasaiahana Hundi Village,
Srirampura,
Kasaba Hobli,
Mysuru Taluk.
- 7) Smt. Ningamma,
W/o Late Puttaiah @ Putte Gowda,
Aged about 70 years, Major.
R/at Parasaiahana Hundi Village,
Srirampura,
Kasaba Hobli,
Mysuru Taluk.
- 8) Smt. Shivamma,
D/o Late Puttegowda &
Smt. Ningamma,
Aged about 50 years.
R/at Parasaiahana Hundi Village,
Srirampura,
Kasaba Hobli,
Mysuru Taluk.
- 9) Tahasildar,
Mysuru Taluk,
Mysuru.
- 10) Assistant Director of Land Records,
Mysuru Sub-Division,
Mysuru.

- 11) State of Karnataka,
Vidhana Soudha,
Bengaluru.
By its Chief Secretary.

Defendants

- (Defendant No.1(a) – Exparte)
(By Sri. KIB. Advocate for D1(b) & D1(c))
(By Sri. TNR. Advocate for D2)
(By Sri. TPK. Advocate for D3)
(By Sri. GNS. Advocate for D4)
(By Sri. Shivanna. Advocate for D5)
(By Sri. BP. Advocate for D6)
(Defendant No.D7 to 11 – Exparte)

Date of institution of the Suit	:	08 / 10 / 2009
Transferred this OS.566/2009 from Prl. Civil Judge (Sr.Dn) & CJM, Mysuru to this court and the same is renumbered as OS.128/2014 on	:	17 / 06 / 2014
Nature of the Suit	:	Declaration & permanent injunction
Date of commencement of recording of evidence	:	12 / 04 / 2018
Date on which the Judgement was pronounced	:	17 / 02 / 2020
Total Duration	:	Year 10 Months 04 Days 09

Sd/-
(VIJETH. V.)
JUDGE,
Addl. Court of Small Causes,
MYSURU.

:- J U D G E M E N T :-

The plaintiff filed the present suit against defendants for the relief of declaration to declare that the survey number of agricultural land purchased by Sri. Manmohan Lal, 3rd defendant from Sri. Sannegowda, Smt. Ningamma and Sri. Puttegowda @ Putta vide registered Sale Deed dated 21.03.1980 and settled in favour of the plaintiff by Sri. Manmohan Lal vide Settlement Deed dated 02.11.1987 is land bearing Sy.No.197/2 and shown in R.T.C., extract as 197/2A and not 197/1B as stated and described in the Sale Deed dated 21.03.1980 and settlement dated 02.11.1987 and for declaration to declare that the Sale Deed dated 13.04.2005 executed by defendant No.1 in favour of defendant No.2 with respect to suit schedule property is not binding on the plaintiff and to declare that the Sale Deed dated 11.08.2005 executed by defendant No.2 in favour of defendant No.3 with respect to suit schedule property is not binding on the plaintiff and to declare that the Sale Deed dated 15.06.1990 executed by Smt. Ningamma and Smt. Shivamma, the 7th and 8th defendants herein in favour of defendant No.1 with respect to land bearing Sy.No.197/2 and shown in R.T.C., extract as 197/2A is not binding on the plaintiff and to declare that the plaintiff is the owner of the land bearing Sy.No.197/2 and shown

in R.T.C., extract as Sy.No.197/2A by virtue of Sale Deed dated 21.03.1980 and Settlement Deed dated 02.11.1987 to an extent of 31 Guntas and for permanent injunction to restrain the defendants from interfering with the suit schedule property with costs.

2. The brief facts of the plaintiff case is as under :

The plaintiff is the absolute owner of suit schedule property bearing Sy.No.197/2A to an extent of 31 Guntas situated at Srirampura Village, Kasaba Hobli, Mysuru Taluk which is now included in purview of Mysuru City. The plaintiff was also owner of another land bearing Sy.No.197/2B to an extent of 39 Guntas situated at Srirampura Village, Kasaba Hobli, Mysuru Taluk which has been sold later by plaintiff under a registered Sale Deed dated 01.12.2004 to one G. Srinivas S/o Late Girigowda. The said properties came to plaintiff through Settlement Deed dated 02.11.1987 executed by his brother 4th defendant Manmohan Lal. The said properties were purchased by Manmohan Lal through a registered Sale Deed dated 21/22.03.1980 from one Sannegowda, his wife Ningamma and their son Putta @ Puttegowda. After the purchase Manmohan Lal was in possession of said properties and thereafter he has executed Settlement Deed dated 02.11.1987 and

from the date of settlement plaintiff is in possession and enjoyment of the said property. In the year 1995 the defendant No.1 and his father S. Venkataramaiah who is deceased now attempted to interfere with the peaceful possession and enjoyment of plaintiff schedule property. The plaintiff filed OS.165/1995 on the file of 2nd Civil Judge (Jr.Dn), Mysuru against V. Sreenivasa and his father S. Venkataramaiah for the relief of declaration to declare the plaintiff has absolute owner of A schedule property and the alleged Sale Deed dated 04.10.1990 executed by defendant No.8 Ningamma in favour of defendant No.1 as null and void and for permanent injunction in which the defendants appeared and pleaded that they have purchased Sy.No.197/2A measuring 1 Acre through Sale Deed dated 15.06.1990 and Sy.No.197/1B measuring 31 Guntas through Sale Deed dated 04.10.1990 and further contended that defendant No.1 is the bona fide purchaser of the property for value without knowing the defect. After framing the issues when the case is posted for evidence a survey sketch was exhibited wherein, it has been stated that the actual survey number of property is 197/2A and not 197/1B. In fact there is no such property as 197/2A or 197/2B. Originally the suit schedule property i.e., land bearing Sy.No.197/1B, 197/2A and 197/2B belong to one Late Jogegowda who was also

called as Jogegowda who is the father of one Sannegowda and Late Puttaiah. The sub numbers allotted to Sy.No.197/2 as 197/2A and 197/2B are not really phoded survey numbers, but assigned by surveyor for the sake of convenience to identify them as separate properties belongs to individuals. In actually there is no actual phoding property at all by the land survey department. This is due to careless and negligence attitude of defendant No.9 and 10 who are the agencies of defendant No.11 and endowed with constitutional and statutory powers. The same has resulted in hardship to plaintiff and his vendors in identifying the property properly by its survey numbers. The defendant No.9 to 11 are liable to answer the erroneous acts. Originally Late Jogegowda had only 2 Acres 30 Guntas of land in Srirampura village and his lifetime he has effected partition in the joint family with his sons and out of the same 0.39 Guntas was allotted to the share of his second son Sannegowda and 1 Acre was allotted to the share of his first son Late Puttaiah and 31 Guntas was kept for himself. The agricultural lands belonging to joint family of Late Jogegowda had been spread in survey numbers 197/1B and Sy.No.1974/2. Late Jogegowda and his sons bonafidely believed that 1 Acre of land of joint family which is situated on the northern side of joint family property had been

allotted to Late Puttaiah was bearing Sy.No.197/2A and the land which was kept for himself was bearing Sy.No.197/1B and however it was correctly believe and understood by Late Jogegowda and his sons that the portion allotted to Late Sannegowda was bearing Sy.No.197/2B. In reality the portion allotted to Late Puttaiah was bearing Sy.No.197/1B but not Sy.No.197/2 or Sy.No.197/2A as believed and understood by Late Jogegowda and his sons. The northern portion of joint family property allotted to Late Puttaiah to an extent of 31 Guntas was bearing Sy.No.197/1B. Since Late Puttaiah was granted 1 Acre of land on the northern side such portion allotted was spread over in two survey numbers i.e., Sy.No.197/1B to an extent of 31 Guntas and in Sy.No.197/2 to an extent of 9 Guntas. The rough Sketch annexed to the plaint clearly show that the portion ABCD is the land bearing Sy.No.197/1B to an extent of 31 Guntas, the portion shown as BEDF is the area of 9 Guntas in Sy.No.197/2 given to Late Puttaiah, the portion shown as EGFH is the land bearing Sy.No.197/2 to an extent of 31 Guntas belonging to plaintiff. The portion GIHJ shown in the rough sketch is the land bearing Sy.No.197/2B to an extent of 39 Guntas belonging to plaintiff which was purchased from Sannegowda who was the second son of Jogegowda and later it was sold to one G. Sreenivasa by the

plaintiff. In reality the portion allotted to Late Puttaiah was bearing Sy.No.197/1B but not 197/2A as believed by Late Jogegowda and his family members. That the Late Jogegowda and his family members carried on sale and other related transactions with respect to agricultural land owned by them. The portion allotted to Puttaiah was situated on the northern side of joint family property and it was so given to Late Puttaiah under the belief that the survey number of such portion of 197/2A, though the survey number of such portion of 197/1B. That further a portion of land was retained by Late Jogegowda in between the portions allotted to Late Puttaiah and Sannegowda and it was so retained by Late Jogegowda under the impression and believe that it bears that Sy.No.197/1B, though the survey number of th same is 197/2. The portion allotted to Sannegowda on the southern side of the property was bearing Sy.No.197/2B as it was correctly understood by the family of Late Jogegowda. The Late Jogegowda executed a registered Will dated 04.10.1969 bequeathing the schedule property i.e., land bearing Sy.No.197/2A (wrongly mentioned as 197/1B in the Will) to his grand son Puttegowda S/o Sannegowda. However the boundary furnished in the property of Will clearly discloses that correct survey number is 197/2. The said property was purchased by Manmohan Lal along

with land bearing Sy.No.197/2B and the vendors have shown common boundary to these properties under Sale Deed dated 21.03.1980. In Settlement Deed dated 02.11.1987 a joint boundary for two properties has been furnished. Even in these two deeds of conveying the property the share of Jogegowda which had been bequeathed in favour of his grand son Sri. Puttegowda, the serial number of the land has been mentioned as 197/1B mistakenly though the survey number was 197/2A. In fact the original survey made of the land did not provide phode numbers as Sy.No.197/2A and Sy.No.197/2B, but it remained as Sy.No.197/2. But for the sake of convenience in order to identify the property land bearing Sy.No.197/2 in two different portions two sub numbers were allotted to it and they are 197/2A and 197/2B. This action is attributed to the revenue authorities as it finds place in R.T.C., extract of two lands. The defendant No.1 Srinivas being the son of Shanbog Venkataramaiah was well versed with discrepancies in survey numbers owned by the family of Late Jogegowda and late by Chinthamani in order to make illegal gain in collusion with Ningamma and Puttaiah created two registered Sale Deeds, one Sale Deed with respect to land bearing Sy.No.197/1B dated 04.10.1990 and another Sale Deed with respect to land bearing

Sy.No.197/2A dated 15.06.1990. The Sale Deed dated 04.10.1990 executed by Ningamma and her daughter with respect to land bearing Sy.No.197/1B with respect to share allotted to Late Puttaiah and inherited by Ningamma and her daughter. But the boundary furnished in the Sale Deed is incorrect. But the 1st defendant Srinivas has created another registered Sale Deed in collusion with Smt. Ningamma and her daughter dated 15.06.1990 with respect to land bearing Sy.No.197/2A which is not a genuine document and has been created to mislead the concerned parties by adopting fraudulent methods. In fact Ningamma and her daughter who are the legal representatives of Late Puttaiah were only owners of the land to an extent of 1 Acre only which is spread at 31 Guntas in Sy.No.197/1B and 9 Guntas in Sy.No.197/2. The Late Jogegowda and his sons Puttaiah and Sannegowda and his family members were under the mistaken impression that the portion allotted to Late Puttaiah was bearing Sy.No.197/2, though the actual survey number is 197/1B. Ningamma wife of Late Puttaiah has no right, title and interest in Sy.No.197/2 to execute Sale Deed on 15.06.1990 in favour of defendant No.1 and the same is null and void. The defendant No.7 Ningamma and her children in collusion with Sreenivasa knowing fully well that they do not have any right over

the property bearing Sy.No.197/2 in order to create complication and to mislead the concerned parties have created Sale Deed dated 15.06.1990. The said Ningamma and her daughter have only right to an extent of 9 Guntas in Sy.No.197/2 on its northern portion abutting to Sy.No.197/1B. They do not have right over the land to an extent of 31 Guntas in Sy.No.197/2. When the extent of land allotted to Late Puttaiah is only 1 Acre how Ningamma executed 2 Sale Deeds conveying 1 Acre 31 Guntas of land is a mystery. That after exhibiting the survey sketch the plaintiff came to know about the mistaken identity of suit schedule property based on survey sketch filed an application for amendment of plaint to the effect that survey number of suit schedule property is 197/2A but not 197/1B and narrated the whole story however the 2nd Civil Judge (Jr.Dn) dismiss the application. The plaintiff preferred the Revision Petition WP.11085/2009 and the same came to be dismissed, but permitted the plaintiff to initiate the present suit with respect to same subject matter. As such the plaintiff got withdrawn the suit with a liberty to file fresh suit. The defendant No.1 taking advantage of wrong identification of land by its survey number by its erstwhile owners that Ningamma has only inherited the portion allotted to her husband Late Puttaiah i.e., land bearing Sy.No.197/2A which was

misunderstood as Sy.No.197/1B by its erstwhile owners. The defendant No.1 has not derived any title to the land bearing Sy.No. 197/2A and the said Sale Deed dated 15.06.1990 executed by Ningamma is not binding on the plaintiff. Hence prays to decree the suit as prayed for.

3. After service of the suit summons, the defendant No.1 to 6 appeared through their respective counsel and defendant No.1 and 2 filed their separate written statement. In spite of service of suit summons the defendant No.7 to 11 remained absent, as such they have been placed exparte.

4. The sum and substance of the written statement filed by the defendant No.1 is as under;

The present suit filed by the plaintiff is not maintainable and the same is barred by limitation. Prior to filing of this suit the present plaintiff has filed OS.165/1995 before 2nd Civil Judge (Jr.Dn), Mysuru against 1st defendant and his father Venkataramaiah. In the said proceedings the evidence of both sides was completed and at that juncture the plaintiff filed an application for amendment which was dismissed. The present plaintiff has filed Writ Petition before the

Hon'ble High Court of Karnataka as WP.11085/2008 which was also dismissed. Now the plaintiff has impleaded several persons apart from defendant No.1 to 3 who are parties in previous suit. The plaintiff has not issued any prior notice to the defendant No.9 to 11 who are the Government Servants. The defendant No.1 has purchased 1 Acre of land in Sy.No.197/2A of Srirampura Village through registered Sale Deed and subsequently purchased 39 Guntas of land in Sy.No.197/1B of Srirampuram Village which is the adjacent towards the northern side of Sy.No.197/2A. The possession of said properties have been delivered to defendant No.1 as on the date of Sale Deed and the revenue records have been changed accordingly. The defendant No.1 is bona fide purchaser of property for valuable consideration. The defendant No.1 has sold property bearing Sy.No.197/2A measuring 1 Acre in favour of Eligovan who is the defendant No.2 in the suit. At present the defendant No.1 is the owner of property bearing Sy.No.197/1B measuring 31 Guntas. He is in possession and enjoyment of the same by paying tax. The defendant No.5 and 6 are not necessary parties. The defendant No.1 has purchased property from Ningamma, the said Sale Deed is perfectly valid. The contention of plaintiff that there is no such property bearing No.197/2A or 197/2B

is not correct. In fact the father of 1st defendant never worked as Shanbog of Srirampura Village at any point of time. The suit is not properly valued. Hence prays to dismiss the suit.

5. The sum and substance of the written statement filed by the defendant No.2 is as under;

The defendant No.2 has purchased land measuring 1 Acre in Sy.No.197/2 situated at Srirampura Village from defendant No.1 under a registered Sale Deed dated 13.04.2005. The 1st defendant purchased the said property from one Ningamma under a registered Sale Deed dated 15.06.1990. As on the date of purchase the defendant No.2 has made proper enquiry regarding the ownership of defendant No.1 and after satisfying that the defendant No.1 has got an absolute and marketable title, the defendant No.2 purchased for valuable consideration. The defendant No.2 is in possession and enjoyment of the same since from the date of Sale Deed and later on the defendant No.2 has sold the said property to defendant No.3 on 11.08.2005. Now the defendant No.3 is not the owner of the property and he has sold the same. Hence prays to dismiss the suit.

6. On the above pleadings the following issues were framed.

- 1) Whether plaintiff proves that the survey number of agricultural land purchased by Sri. Manmohan Lal, the 3rd defendant from Sri. Sannegowda, Smt. Ningamma and Sri. Putte Gowda @ Putta vide registered Sale Deed dated 21.03.1980 and settled in favour of plaintiff by Sri. Manmohan Lal vide Settlement Deed dated 02.11.1987 is land bearing Sy.No.197/2 and shown in R.T.C. as 197/2 and not 197/1b as stated and described in the Sale Deed dated 21.03.1980 and settlement dated 02.11.1987 ?
- 2) Whether plaintiff proves that Sale Deed dated 13.04.2005 executed by defendant No.1 in favour of defendant No.2 with respect of suit schedule property is not binding on him ?
- 3) Whether plaintiff proves that Sale Deed dated 11.08.2005 executed by defendant No.2 in favour of defendant No.3 with respect to suit schedule property is not binding on him ?
- 4) Whether plaintiff proves that Sale Deed dated 15.06.1990 executed by Smt. Ningamma and Shivamma, in favour of 1st defendant with respect to land bearing Sy.No.197/2 and shown in RTC as 197/2A is not binding on him ?
- 5) Whether plaintiff proves that he is the absolute owner of land bearing Sy.No.197/2 and shown in RTC as Sy.No.197/2A by virtue of Sale Deed dated 21.03.1980 and Settlement Deed dated 02.11.1987 to an extent of 31 Guntas ?

- 6) Whether defendants prove that suit is barred by limitation under Order 2 Rule 2 of Civil Procedure Code ?
- 7) Whether defendants prove that suit is valued for the purpose court fee is not proper ?
- 8) Whether plaintiff is entitled for permanent injunction restraining the defendants from interfering with the suit schedule property ?
- 9) What order or decree ?

7. In order to substantiate the contention of plaintiffs, the GPA holder of plaintiff examined as PW.1, produced and got marked Ex.P1 to Ex.22 documents and closed their side evidence. On the other hand the defendant No.1(d) examined as DW.1 produced and got marked Ex.D1 to Ex.D24 documents and closed their side evidence.

8. Heard and perused the materials placed on record.

9. My answer to the above issues are as under.

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|--------------|------------------|
| Issue No.1 : | As affirmative. |
| Issue No.2 : | As affirmative. |
| Issue No.3 : | As affirmative. |
| Issue No.4 : | As affirmative. |
| Issue No.5 : | As affirmative. |
| Issue No.6 : | In the negative. |
| Issue No.7 : | In the negative. |

Issue No.8 : As affirmative.

Issue No.9 : As per final orders for the following,

-: REASONS :-

10. Issue No.1, 2, 3, 4 and 5 :- In order to avoid repetition of facts Issue No.1 to 5 have taken for common discussion.

It is the specific case of the plaintiff that the plaintiff is the absolute owner of suit schedule property bearing Sy.No.197/2A to an extent of 31 Guntas situated at Srirampura Village, Kasaba Hobli, Mysuru Taluk which is now included in purview of Mysuru City. The plaintiff was also owner of another land bearing Sy.No.197/2B to an extent of 39 Guntas situated at Srirampura Village, Kasaba Hobli, Mysuru Taluk which has been sold later by plaintiff under a registered Sale Deed dated 01.12.2004 to one G. Srinivas S/o Late Girigowda. The said properties came to plaintiff through Settlement Deed dated 02.11.1987 executed by his brother 4th defendant Manmohan Lal. The said properties were purchased by Manmohan Lal through a registered Sale Deed dated 21/22.03.1980 from one Sannegowda, his wife Ningamma and their son Putta @ Puttegowda. After the purchase Manmohan Lal was in possession of said properties and thereafter he has executed Settlement Deed dated 02.11.1987 and from the date of settlement plaintiff is in

possession and enjoyment of the said property. In the year 1995 the defendant No.1 and his father S. Venkataramaiah who is deceased now attempted to interfere with the peaceful possession and enjoyment of plaint schedule property. The plaintiff filed OS.165/1995 on the file of 2nd Civil Judge (Jr.Dn), Mysuru against V. Sreenivasa and his father S. Venkataramaiah for the relief of declaration to declare the plaintiff has absolute owner of A schedule property and the alleged Sale Deed dated 04.10.1990 executed by defendant No.8 Ningamma in favour of defendant No.1 as null and void and for permanent injunction in which the defendants appeared and pleaded that they have purchased Sy.No.197/2A measuring 1 Acre through Sale Deed dated 15.06.1990 and Sy.No.197/1B measuring 31 Guntas through Sale Deed dated 04.10.1990 and further contended that defendant No.1 is the bona fide purchaser of the property for value without knowing the defect. After framing the issues when the case is posted for evidence a survey sketch was exhibited wherein, it has been stated that the actual survey number of property is 197/2A and not 197/1B. In fact there is no such property as 197/2A or 197/2B. Originally the suit schedule property i.e., land bearing Sy.No.197/1B, 197/2A and 197/2B belong to one Late Jogegowda who was also called as Jogegowda who is the

father of one Sannegowda and Late Puttaiah. The sub numbers allotted to Sy.No.197/2 as 197/2A and 197/2B are not really phoded survey numbers, but assigned by surveyor for the sake of convenience to identify them as separate properties belongs to individuals. In actually there is no actual phoding property at all by the land survey department. This is due to careless and negligence attitude of defendant No.9 and 10 who are the agencies of defendant No.11 and endowed with constitutional and statutory powers. The same has resulted in hardship to plaintiff and his vendors in identifying the property properly by its survey numbers. The defendant No.9 to 11 are liable to answer the erroneous acts. Originally Late Jogegowda had only 2 Acres 30 Guntas of land in Srirampura village and his lifetime he has effected partition in the joint family with his sons and out of the same 0.39 Guntas was allotted to the share of his second son Sannegowda and 1 Acre was allotted to the share of his first son Late Puttaiah and 31 Guntas was kept for himself. The agricultural lands belonging to joint family of Late Jogegowda had been spread in survey numbers 197/1B and Sy.No.1974/2. Late Jogegowda and his sons bonafidely believed that 1 Acre of land of joint family which is situated on the northern side of joint family property had been allotted to Late Puttaiah was

bearing Sy.No.197/2A and the land which was kept for himself was bearing Sy.No.197/1B and however it was correctly believe and understood by Late Jogegowda and his sons that the portion allotted to Late Sannegowda was bearing Sy.No.197/2B. In reality the portion allotted to Late Puttaiah was bearing Sy.No.197/1B but not Sy.No.197/2 or Sy.No.197/2A as believed and understood by Late Jogegowda and his sons. The northern portion of joint family property allotted to Late Puttaiah to an extent of 31 Guntas was bearing Sy.No.197/1B. Since Late Puttaiah was granted 1 Acre of land on the northern side such portion allotted was spread over in two survey numbers i.e., Sy.No.197/1B to an extent of 31 Guntas and in Sy.No.197/2 to an extent of 9 Guntas. The rough Sketch annexed to the plaint clearly show that the portion ABCD is the land bearing Sy.No.197/1B to an extent of 31 Guntas, the portion shown as BEDF is the area of 9 Guntas in Sy.No.197/2 given to Late Puttaiah, the portion shown as EGFH is the land bearing Sy.No.197/2 to an extent of 31 Guntas belonging to plaintiff. The portion GIHJ shown in the rough sketch is the land bearing Sy.No.197/2B to an extent of 39 Guntas belonging to plaintiff which was purchased from Sannegowda who was the second son of Jogegowda and later it was sold to one G. Sreenivasa by the

plaintiff. In reality the portion allotted to Late Puttaiah was bearing Sy.No.197/1B but not 197/2A as believed by Late Jogegowda and his family members. That the Late Jogegowda and his family members carried on sale and other related transactions with respect to agricultural land owned by them. The portion allotted to Puttaiah was situated on the northern side of joint family property and it was so given to Late Puttaiah under the belief that the survey number of such portion of 197/2A, though the survey number of such portion of 197/1B. That further a portion of land was retained by Late Jogegowda in between the portions allotted to Late Puttaiah and Sannegowda and it was so retained by Late Jogegowda under the impression and believe that it bears that Sy.No.197/1B, though the survey number of th same is 197/2. The portion allotted to Sannegowda on the southern side of the property was bearing Sy.No.197/2B as it was correctly understood by the family of Late Jogegowda. The Late Jogegowda executed a registered Will dated 04.10.1969 bequeathing the schedule property i.e., land bearing Sy.No.197/2A (wrongly mentioned as 197/1B in the Will) to his grand son Puttegowda S/o Sannegowda. However the boundary furnished in the property of Will clearly discloses that correct survey number is 197/2. The said property was purchased by Manmohan Lal along

with land bearing Sy.No.197/2B and the vendors have shown common boundary to these properties under Sale Deed dated 21.03.1980. In Settlement Deed dated 02.11.1987 a joint boundary for two properties has been furnished. Even in these two deeds of conveying the property the share of Jogegowda which had been bequeathed in favour of his grand son Sri. Puttegowda, the serial number of the land has been mentioned as 197/1B mistakenly though the survey number was 197/2A. In fact the original survey made of the land did not provide phode numbers as Sy.No.197/2A and Sy.No.197/2B, but it remained as Sy.No.197/2. But for the sake of convenience in order to identify the property land bearing Sy.No.197/2 in two different portions two sub numbers were allotted to it and they are 197/2A and 197/2B. This action is attributed to the revenue authorities as it finds place in R.T.C., extract of two lands. The defendant No.1 Srinivas being the son of Shanbog Venkataramaiah was well versed with discrepancies in survey numbers owned by the family of Late Jogegowda and late by Chinthamani in order to make illegal gain in collusion with Ningamma and Puttaiah created two registered Sale Deeds, one Sale Deed with respect to land bearing Sy.No.197/1B dated 04.10.1990 and another Sale Deed with respect to land bearing

Sy.No.197/2A dated 15.06.1990. The Sale Deed dated 04.10.1990 executed by Ningamma and her daughter with respect to land bearing Sy.No.197/1B with respect to share allotted to Late Puttaiah and inherited by Ningamma and her daughter. But the boundary furnished in the Sale Deed is incorrect. But the 1st defendant Srinivas has created another registered Sale Deed in collusion with Smt. Ningamma and her daughter dated 15.06.1990 with respect to land bearing Sy.No.197/2A which is not a genuine document and has been created to mislead the concerned parties by adopting fraudulent methods. In fact Ningamma and her daughter who are the legal representatives of Late Puttaiah were only owners of the land to an extent of 1 Acre only which is spread at 31 Guntas in Sy.No.197/1B and 9 Guntas in Sy.No.197/2. The Late Jogegowda and his sons Puttaiah and Sannegowda and his family members were under the mistaken impression that the portion allotted to Late Puttaiah was bearing Sy.No.197/2, though the actual survey number is 197/1B. Ningamma wife of Late Puttaiah has no right, title and interest in Sy.No.197/2 to execute Sale Deed on 15.06.1990 in favour of defendant No.1 and the same is null and void. The defendant No.7 Ningamma and her children in collusion with Sreenivasa knowing fully well that they do not have any right over

the property bearing Sy.No.197/2 in order to create complication and to mislead the concerned parties have created Sale Deed dated 15.06.1990. The said Ningamma and her daughter have only right to an extent of 9 Guntas in Sy.No.197/2 on its northern portion abutting to Sy.No.197/1B. They do not have right over the land to an extent of 31 Guntas in Sy.No.197/2. When the extent of land allotted to Late Puttaiah is only 1 Acre how Ningamma executed 2 Sale Deeds conveying 1 Acre 31 Guntas of land is a mystery. That after exhibiting the survey sketch the plaintiff came to know about the mistaken identity of suit schedule property based on survey sketch filed an application for amendment of plaint to the effect that survey number of suit schedule property is 197/2A but not 197/1B and narrated the whole story however the 2nd Civil Judge (Jr.Dn) dismiss the application. The plaintiff preferred the Revision Petition WP.11085/2009 and the same came to be dismissed, but permitted the plaintiff to initiate the present suit with respect to same subject matter. As such the plaintiff got withdrawn the suit with a liberty to file fresh suit. The defendant No.1 taking advantage of wrong identification of land by its survey number by its erstwhile owners that Ningamma has only inherited the portion allotted to her husband Late Puttaiah i.e., land bearing Sy.No.197/2A which was

misunderstood as Sy.No.197/1B by its erstwhile owners. The defendant No.1 has not derived any title to the land bearing Sy.No. 197/2A and the said Sale Deed dated 15.06.1990 executed by Ningamma is not binding on the plaintiff.

11. On the other hand it is the contention of defendant No.1 that prior to filing of this suit the present plaintiff has filed OS.165/1995 before 2nd Civil Judge (Jr.Dn), Mysuru against 1st defendant and his father Venkataramaiah. In the said proceedings the evidence of both sides was completed and at that juncture the plaintiff filed an application for amendment which was dismissed. The present plaintiff has filed Writ Petition before the Hon'ble High Court of Karnataka as WP.11085/2008 which was also dismissed. Now the plaintiff has impleaded several persons apart from defendant No.1 to 3 who are parties in previous suit. The plaintiff has not issued any prior notice to the defendant No.9 to 11 who are the Government Servants. The defendant No.1 has purchased 1 Acre of land in Sy.No.197/2A of Srirampura Village through registered Sale Deed and subsequently purchased 39 Guntas of land in Sy.No.197/1B of Srirampuram Village which is the adjacent towards the northern side of Sy.No.197/2A. The possession of said

properties have been delivered to defendant No.1 as on the date of Sale Deed and the revenue records have been changed accordingly. The defendant No.1 is bona fide purchaser of property for valuable consideration. The defendant No.1 has sold property bearing Sy.No.197/2A measuring 1 Acre in favour of Eligovan who is the defendant No.2 in the suit. At present the defendant No.1 is the owner of property bearing Sy.No.197/1B measuring 31 Guntas. He is in possession and enjoyment of the same by paying tax. The defendant No.5 and 6 are not necessary parties. The defendant No.1 has purchased property from Ningamma, the said Sale Deed is perfectly valid. The contention of plaintiff that there is no such property bearing No.197/2A or 197/2B is not correct. In fact the father of 1st defendant never worked as Shanbog of Srirampura Village at any point of time.

12. The defendant No.2 contended that he has purchased land measuring 1 Acre in Sy.No.197/2 situated at Srirampura Village from defendant No.1 under a registered Sale Deed dated 13.04.2005. The 1st defendant purchased the said property from one Ningamma under a registered Sale Deed dated 15.06.1990. As on the date of purchase the defendant No.2 has made proper

enquiry regarding the ownership of defendant No.1 and after satisfying that the defendant No.1 has got an absolute and marketable title, the defendant No.2 purchased for valuable consideration. The defendant No.2 is in possession and enjoyment of the same since from the date of Sale Deed and later on the defendant No.2 has sold the said property to defendant No.3 on 11.08.2005. Now the defendant No.3 is not the owner of the property and he has sold the same.

13. In order to substantiate the contention of plaintiff, the GPA holder of plaintiff filed his examination-in-chief on oath as PW.1 and he reiterated the averments of the plaint. He has produced and got marked Ex.P1 to 22 documents. Ex.P1 to 6 are the tax paid receipts, Ex.P7 is the certified copy of R.T.C., extract pertaining to Sy.No.197/2B of Srirampura Village for the year 1980-81 to 1984-85 standing in the name of defendant No.4 Manmohan Lal. Ex.P8 is the certified copy of R.T.C., extract pertaining to Sy.No.197/2B of Srirampura Village for the year 1985-86 to 1989-90 standing in the name of defendant No.4 Manmohan Lal. Ex.P9 is the certified copy of R.T.C., extract pertaining to Sy.No.197/1B of Srirampura Village for the year 1982-83 standing in the name of defendant No.4

Manmohan Lal. Ex.P10 is the certified copy of R.T.C., extract pertaining to Sy.No.197/2B of Srirampura Village for the year 1982-83 standing in the name of defendant No.4 Manmohan Lal. Ex.P11 is uthare with respect to Sy.No.197/2. Ex.P12 is the uthare with respect to Sy.No.197/1B. Ex.P13 is the original Sale Deed dated 21.03.1980 executed by Sannegowda, Ningamma, Putta in favour of defendant No.4 A.R. Manmohan Lal. Ex.P14 is the original Settlement Deed dated 02.11.1987 executed by defendant No.4 A.R. Manmohan Lal in favour of plaintiff. Ex.P15 is the original General Power of Attorney dated 09.11.1987 executed by plaintiff in favour of his GPA i.e., PW.1. Ex.P16 is the certified copy of Will dated 04.10.1969. Ex.P17 is the original General Power of Attorney dated 29.11.2018 executed by legal heirs of plaintiff in favour of PW.1. Ex.P18 is the rough Sketch, Ex.P19 is the certified copy of Sale Deed dated 15.06.1990. Ex.P20 is the certified copy of Sale Deed dated 13.04.2005 executed by defendant No.1 in favour of defendant No.2. Ex.P21 is the certified copy of Sale Deed dated 11.08.2005 executed by defendant No.2 in favour of defendant No.3. Ex.P22 is the certified copy of order passed in WP.No.11085/2008 (GM-CPC) dated 11.03.2009.

14. On the other hand the defendant 1(d) filed his examination-in chief on oath as DW.1 and reiterated the averments of written statement. He has also produced and got marked Ex.D1 to Ex.D24 documents. Ex.D1 is the certified copy of orders passed on I.A.No.15 in OS.165/1995 on the file of 2nd Addl. Civil Judge (Jr.Dn) & JMFC., Mysuru. Ex.D2 is the Synopsis of WP.No.11085/2008, Ex.D3 is the notice issued in WP.No.11085/2008. Ex.D4 is the certified copy of Sale Deed dated 04.10.1990 executed by Ningamma and Shivamma in favour of defendant No.1. Ex.D5 is the certified copy of order sheet in OS.165/1995. Ex.D6 is the certified copy of written statement filed in OS.165/1995. Ex.D7 is the certified copy of plaint of OS.165/1995. Ex.D8 to 11 are the certified copy of depositions in OS.165/1995. Ex.D12 is the certified copy of I.A.No.5 filed in OS.165/1995. Ex.D13 is the certified copy of I.A.No.15 filed in OS.165/1995. Ex.D14 is the certified copy of objection filed to I.A.No.18 by the defendant in OS.165/1995. Ex.D15 is the certified copy of Sale Deed dated 04.10.1990. Ex.D16 is the certified copy of R.T.C., extract pertaining to Sy.No.197/1B for the year 1985-86 to 1989-90. Ex.D17 to 19 are the certified copy of R.T.C., extracts. Ex.D20 is the encumbrance certificate. Ex.D21 is the R.T.C.,

extract. Ex.D22 is the Akarbandh revision settlement. Ex.D23 is the certified copy of Sketch and Ex.D24 is the Hissa survey Tippani.

15. It is pertinent to note that, the learned advocate for defendant contended that the suit against defendant No.9 to 11 is not maintainable as the plaintiff has not complied section 80 of C.P.C. as they are government officials which was denied by the plaintiff.

16. It is significant to note that at the time of filing the present suit the plaintiff has filed I.A.No.1 U/s 80(2) of C.P.C. seeking dispensation of service of notice to defendant No.9 to 11 which was allowed, as such the contention of learned advocate for defendants stating that the plaintiff has not complied section 80 of C.P.C. is not sustainable.

17. The plaintiff contended that he is the absolute owner of the suit schedule property bearing Sy.No.197/2A to an extent of 31 Guntas situated at Srirampura Village and the plaintiff was also owner of another land bearing Sy.No.197/2B to an extent of 0.39 Guntas situated at Srirampura Village which was subsequently sold by plaintiff to one G. Srinivas S/o Girigowda through Sale Deed

dated 01.12.2004. The plaintiff acquired the suit schedule properties under Settlement Deed dated 02.11.1987 executed by his elder brother who is the defendant No.4 in the present case by name Manmohan Lal. Initially defendant No.4 Manmohan Lal purchased the suit schedule properties under registered Sale Deed dated 21/22.03.1980 from one Sannegowda his wife Ningamma and his son Putta @ Puttegowda. After the purchaser the defendant No.4 was in possession and enjoyment of the property till execution of Settlement Deed dated 02.11.1987 and after execution of Settlement Deed in favour of plaintiff, the plaintiff is in possession and enjoyment of the suit schedule property. The defendant No.1 in the present case who appeared in OS.165/1995 contended that they have purchased Sy.No.197/2A measuring 1 Acre through Sale Deed dated 15.06.1990 and land bearing Sy.No.197/1B measuring 31 Guntas through Sale Deed dated 04.10.1990. In fact there is no such property as Sy.No.197/2A or Sy.No.197/2B. Originally the suit schedule property i.e., land bearing Sy.No.197/1B, Sy.No.197/2A or Sy.No.197/2B belong to one Late Joyegowda @ Jogegowda who was the father of Sannegowda and Late Puttaiah. The sub numbers allotted to Sy.No.197/2 and Sy.No.197/2A and Sy.No.197/2B are not real phoded survey numbers, but assigned by the surveyor for the

sake of convenience to identify them as separate properties. Actually there is no actual phoding by the survey department. It is due to careless and negligence attitude of defendant No.9 and 10 who are the agencies of defendant No.11 resulted in confusion. The defendant No.1 and his father took undue advantage of it. Originally Late Jogegowda had only 2 Acres of land in Srirampura village. He had effected the partition of joint family properties with his sons. Out of 2 Acres 30 Guntas, land measuring 39 Guntas was allotted to the share of Sannegowda and 1 Acre of land was allotted to Late Puttaiah and his son. 31 Guntas was land was retained by Joyegowda. The agricultural land belonging to joint family of Late Jogegowda had spread in Sy.No.197/1B and Sy.No.197/2. Late Jogegowda and his sons bonafidely believed that 1 Acre of land of joint family which is situated on the northern side had been allotted to late Puttaiah was bearing Sy.No.197/2A and the land which was kept for himself by Jogegowda bearing Sy.No.197/1B and however it was correctly believed and understood by Late Jogegowda and his sons that portion allotted to Late Sannegowda was bearing Sy.No.197/2B. The portion allotted to Late Puttaiah was bearing Sy.No.197/1B, but not Sy.No.197/2 or Sy.No.197/2A as believed and understood by Late Jogegowda and his sons. The northern portion

of joint family allotted to Puttaiah to an extent of 31 Guntas bearing Sy.No.197/1B. Since Late Puttaiah was allotted 1 Acre of land on northern side such portion allotted was spread over in 2 survey numbers i.e., Sy.No.197/1B to an extent of 31 Guntas and in Sy.No.197/2 (shown as Sy.No.197/2A in R.T.C., extract) to an extent of 9 Guntas. The Ex.P18 rough Sketch reveals that the portion shown as ABCD is land bearing Sy.No.197/1B to an extent of 31 Guntas, the portion shown as BEDF is the area measuring 9 Guntas in Sy.No.197/2 (shown as 197/2A in R.T.C., extract) given to Late Puttaiah. The portion shown as EGFH in rough sketch is the land bearing Sy.No.197/2 (shown as Sy.No.197/2A in R.T.C., extract) to an extent of 31 Guntas belonging to plaintiff. The portion shown as GIHJ in rough Sketch is land bearing Sy.No.197/2B to an extent of 39 Guntas belonging to plaintiff which was purchased from Sannegowda who was the second son of Jogegowda and it was sold to one Sri. G. Srinivas by the plaintiff. In reality the portion allotted to Late Puttaiah was bearing Sy.No.197/2B but not Sy.No.197/2A as believed by Late Joyegowda and his family members which was denied by the defendants. The Ex.P13 original Sale Deed dated 21.03.1980 executed by Jogegowda, Ningamma and Putta in favour of defendant No.4 Manmohan Lal clearly reveals

that 1 Acre 30 Guntas of land was sold to Manmohan Lal which is bounded East by land of Nanjappa, West by Manandavadi Road, South by Javanappa Inam land and North by Ningamma's land. Ex.P14 which is the original registered Settlement Deed reveals that defendant No.4 executed Settlement Deed with respect to above said property in favour of plaintiff on 02.11.1987 and put the plaintiff in possession of the same. It is pertinent to note that DW.1 in his cross-examination clearly admitted that Jogegowda had only 2 Acres 30 Guntas of land belongs to his family. The witness DW.1 had expressed his ignorance about the fact that 31 Guntas of land come to Puttegowda S/o Sannegowda and also expressed his ignorance with respect of mentioning of wrong survey numbers and also expressed his ignorance with respect to Sale Deed in favour of Manmohan Lal. It is pertinent to note that according to defendant No.1 he has purchased Sy.No.197/2A measuring 1 Acre through Sale Deed dated 15.06.1990 and also purchased land bearing Sy.No.197/1B measuring 31 Guntas through Sale Deed dated 04.10.1990. But, Ex.P13 i.e., the original Sale Deed dated 21.03.1980 reveals that defendant No.4 has purchased 1 Acre 30 Guntas out of 2 Acres 30 Guntas of land belongs to the family of Jogegowda. The Sale Deed of defendant No.4 is the earlier Sale

Deed which was executed 10 years prior to the Sale Deeds of defendant No.1. When the family members of Jogegowda have executed Sale Deed with respect to 1 Acre 30 Guntas out of 2 Acres 30 Guntas how could Ningamma and her daughter can execute 1 Acre 31 Guntas in favour of defendant No.1 when there is only availability of 1 Acre. Moreover even though DW.1 stated that his vendor Ningamma has got the above property through Settlement Deed, but no such Settlement Deed produced to show that Ningamma acquired 1 Acre 31 Guntas. The plaintiff produced Ex.P16 which is the certified copy of Will Deed dated 04.10.1969 which reveals that Jogegowda had executed Will with respect to 31 Guntas in favour of his grand son Puttegowda which is not specifically denied by the defendant No.1. The learned advocate for plaintiff also produced and relied on the decision reported in **AIR 2017 SC 2358 – between Poonamma Jagadamma and others -Vs- Narayan Naik and others** wherein, the Hon'ble Supreme Court of India held that in the absence of specific denial about execution or existence of Will question of examining admissibility of Will is unnecessary.

18. In the present case the defendant No.1 and 2 have not specifically denied the execution of Will and even the DW.1 expressed his ignorance regarding the execution of Will and moreover Ex.P16 certified copy was called from the office of Sub-registrar which was marked in the above case clearly reveals that Jogegowda executed Will with respect to land measuring 31 Guntas retained by him in favour of his grand son Putta @ Puttegowda, as such the plaintiff proved that defendant No.4 Manmohan Lal purchased 1 Acre 30 Guntas of land through Sale Deed dated 21.03.1981 out of 2 Acres 30 Guntas of land belongs to the family of Jogegowda.

19. The learned advocate for defendants contended that the plaintiff has not proved the identification of the property. On the other hand the learned advocate for plaintiff contended that no doubt the survey numbers were wrongly mentioned and wrongly believed by the family of Jogegowda, but the boundaries are clearly proved by the plaintiff. It is pertinent to note that the plaintiff who produced Ex.P13 Sale Deed clearly proved the boundaries as stated in the rough Sketch marked at Ex.P18.

20. The learned advocate for plaintiff also produced and relied on the decision of -

Hon'ble High Court of Madras between Samayana Thevar -Vs- Abdul Razack wherein, the Hon'ble High Court clearly held that it is well settled principle of law that if there is any dispute in respect of survey number and extent the boundaries only prevail over the extent and survey number.

21. The learned advocate for plaintiff also produced and relied on decision of -

Hon'ble High Court of Andra Pradesh reported in AIR 1984 NOC 300 (AP) between Y. Subba Rao and others -Vs- Amizunnisa Begum and others wherein, the Hon'ble High Court of Andra Pradesh held that if identification of property is described by boundaries which can be identified mistake in survey number can be ignored.

22. The learned advocate for plaintiff also produced and relied on decision of -

Hon'ble High Court of Karnataka reported in ILR 1988 KAR 544 between

Narasimha Shastry -Vs- Mangesha Devaru
wherein, it was held that in constituting a grant of land a description by fixed boundaries is to be preferred to a conflicting description by area. The statement as to area is to be rejected as falsi demons – ratio.

23. In the present case also the plaintiff proved the boundaries as contended by him. It is pertinent to note that according to defendant No.1 he has purchased Sy.No.197/2A measuring 1 Acre through Sale Deed dated 15.06.1990 and another land bearing Sy.No.197/1B measuring 31 Guntas through Sale Deed dated 04.10.1990, but as already discussed above when Ningamma had no right to execute Sale Deeds with respect to 1 Acre 31 Guntas of land, as such any land which was purchased by defendant No.1 from Ningamma more than 1 Acre will not derive him any right. At the same time the subsequent purchasers from defendant No.1 i.e., defendant No.2 and 3 will also will not get any right more than 1 Acre. Hence, I answer Issue No.1 to 5 as affirmative.

24. **Issue No.6** :- The learned counsel for defendant No.1 contended that the suit is barred by limitation which was denied by the plaintiff. No doubt the plaintiff filed OS.165/1995 against

defendant No.1 for relief of declaration and permanent injunction which was withdrawn with a liberty to file fresh suit on same cause of action subject to limitation on 06.07.2009, but the present suit filed on 08.10.2009 itself and the proceedings earlier has to be excluded. Hence the suit is within limitation. Hence I answer Issue No.6 in the negative.

25. Issue No.7 :- According to defendant No.1 the plaintiff is not in possession of the suit schedule property, as such he has to pay the court fee on the market value of the suit schedule property. It is pertinent to note that Sale Deed in favour of Manmohan Lal clearly reveals that defendant No.4 Manmohan Lal purchased suit schedule property measuring 1 Acre 30 Guntas and through Ex.P13 the possession was also delivered on the same day. Subsequently the plaintiff got suit schedule property through Settlement Deed dated 02.11.1987 through which he got the possession over the suit schedule property. The title means it is a bundle of rights which includes right and possession over the property. Moreover the plaintiff also produced Ex.P1 to 6 tax paid receipts to show that he is in the possession of the suit schedule property, as such the contention of defendant No.1 stating that the court fee paid by the

plaintiff is insufficient cannot be acceptable. Hence I answer Issue No.7 in the negative.

26. Issue No.8 :- In view of my findings on Issue No.1 to 5 as affirmative and Issue No.6 and 7 in the negative, the plaintiff is entitled for the relief as sought for. Hence, I answer Issue No.8 as affirmative.

27. Issue No.9 :- In view of my findings on Issue No.1 to 5 & 8 as affirmative and Issue No.6 and 7 in the negative, I proceed to pass the following,

ORDER

The suit of the plaintiff is decreed.

It is declared that the survey number of agricultural land purchased by defendant No.4 Manmohan Lal from Sannegowda, Ningamma and Puttegowda @ Putta vide registered Sale Deed dated 21.03.1980 and settled in favour of plaintiff through Settlement Deed dated 02.11.1987 is land bearing Sy.No.197/2 which is shown as Sy.No.197/2A in R.T.C., and it is not Sy.No.197/1B as stated and described in the Sale

Deed dated 21.03.1980 and Settlement Deed dated 02.11.1987.

Further, it is declared that the Sale Deed dated 13.04.2005 executed by defendant No.1 in favour of defendant No.2 with respect to suit schedule property is not binding on plaintiff.

Further, it is declared that the Sale Deed dated 11.08.2005 executed by defendant No.2 in favour of defendant No.3 with respect to suit schedule property is not binding on the plaintiff.

Further, it is declared that the Sale Deed dated 15.06.1990 executed by 7th defendant Ningamma and 8th defendant Shivamma in favour of defendant No.1 with respect to land bearing Sy.No.197/2 which is shown as Sy.No.197/2A in R.T.C., is not binding on the plaintiff.

Further, it is declared that plaintiff is the absolute owner of the land bearing Sy.No.197/2 shown as Sy.No.197/2A in R.T.C., by virtue of Sale Deed dated 21.03.1980 and Settlement Deed dated 02.11.1987.

The defendants are permanently restrained from interfering with the possession of plaintiff over the suit schedule property.

In the circumstances of the case there is no order as to costs.

Draw decree accordingly.

(Dictated to the Stenographer directly on computer, corrected by me and then pronounced in the Open Court on 17th day of February 2020).

Sd/-
(VIJETH. V.)
JUDGE,
Addl. Court of Small Causes,
MYSURU.

ANNEXURE

List of witness examined on behalf of Plaintiff

PW.1 B.N. Vrushabhendra.

List of documents exhibited on behalf of Plaintiff

Ex.P1 to 6 Kandayam paid receipts.
Ex.P7 to 10 R.T.C., extracts.
Ex.P11 & 12 Resurvey / Hissa babathu.
Ex.P13 Original Deed of Sale dated 21.03.1980.
Ex.P14 Original Settlement Deed dated 02.11.1987.
Ex.P15 Original General Power of Attorney dated
09.11.1987.
Ex.P16 Certified copy of Will Deed dated 04.10.1969.
Ex.P17 Original General Power of Attorney dated
29.11.2018.
Ex.P18 Rough Sketch.
Ex.P19 Certified copy of Sale Deed dated 15.06.1990.
Ex.P20 Certified copy of Sale Deed dated 13.04.2005.

- Ex.P21 Certified copy of Sale Deed dated 11.08.2005.
Ex.P22 Certified copy of order passed in
WP.No.11085/2008 (GM-CPC)

List of witness examined on behalf of Defendants

- DW.1 S. Prashanth.

List of documents exhibited on behalf of Defendants

- Ex.D1 Certified copy of order on I.A.No.15 passed in
OS.165/1995.
Ex.D2 Synopsis of WP.No.11085/2008.
Ex.D3 Notice issued in WP.No.11085/2008.
Ex.D4 Certified copy of Sale Deed dated 04.10.1990.
Ex.D5 Certified copy of order sheet in OS.165/1995.
Ex.D6 Certified copy of written statement filed in
OS.165/1995.
Ex.D7 Certified copy of petition of OS.165/1995.
Ex.D8 to 11 Certified copy of depositions of OS.165/1995.
Ex.D12 Certified copy of I.A.No.5 filed in OS.165/1995.
Ex.D13 Certified copy of I.A.No.15 filed in OS.165/1995.
Ex.D14 Certified copy of objections filed to I.A.No.18 by the
defendant in OS.165/1995.
Ex.D15 Certified copy of Sale Deed dated 04.10.1990.
Ex.D16 Certified copy of R.T.C., extract.
Ex.D17 Certified copy of computeraised R.T.C., extract.
Ex.D18 & 19 R.T.C., extracts.
Ex.D20 Encumbrance certificate.
Ex.D21 Certified copy of R.T.C., extract.
Ex.D22 Akarbandh.
Ex.D23 Sketch.
Ex.D24 Hissa survey Tippani.

Sd/-
(VIJETH. V.)
JUDGE,
Addl. Court of Small Causes,
MYSURU.