

KAMS210004042020



IN THE COURT OF THE PRL.CIVIL JUDGE AND JMFC
AT H.D.KOTE

:PRESENT:

SRI. SANTHOSHA KOTARI, B.A.L,LL.B.,
Prl. Civil Judge and JMFC.,H.D.Kote.

Dated this the 17th day of June, 2026

ORIGINAL SUIT NO.111/2020

PLAINTIFF : Sri.Dasachari
S/o. Late. Puttaswamachari
Aged about 56 years,
R/at Shravanahalli Village,
Bilikere Hobli, Hunasuru Taluk,
Mysuru District.
(By Sri. G.N.Narayanagowda, Advocate)

DEFENDANTS : 1. Smt.Lakshmamma
W/o. Late. Kempalingachari
Aged about 70 years,

2. Sri.Basavarajachari
S/o. Late.Kempalingachari
Aged about 45 years,

3. Sri.Brahmalingachari
S/o. Late.Kampalingachari
Aged about 42 years,

4. Sri.Revannachari
S/o. Late.Kempalingachari
Aged about 39 years,
5. Sri.Manjachari
S/o. Late.Kempalingachari
Aged about 36 years,
6. Sri.Jilendrachari
S/o. Late.Kempalingachari
Aged about 33 years,
All are R/at Annuru Village,
Kasaba Hobli, H.D.Kote Taluk
(By Sri.B.S.Umesh, Advocate)

Date of Institution	16.06.2020
Nature of the Suit	Permanent Injunction
Date of Commencement of recording of Evidence	30.03.2023.
Date of Pronouncement of Judgment	17.06.2026
Total Duration	Year/s Month/s Day/s
	06 00 01

(SANTHOSHA KOTARI)
Prl. Civil Judge & J.M.F.C.,
H.D.Kote.

J U D G M E N T

The plaintiff has filed this suit against the defendants for the relief of permanent injunction restraining the defendants, their men or agents from interfering with

plaintiff's peaceful possession and enjoyment of the suit schedule property.

2. The description of the suit schedule property involved in the suit is as follows:-

All that piece and parcel of land bearing old Survey No.10/49, New Sy.No.10, measuring 02 acres, situated at Annur Village, Kasaba Hobli, H.D.Kote Taluk, Mysuru District and bounded on:-

East by	:	Land belonged to Krishnashetty
West by	:	Land belonged to Puttegowda
North by	:	Land measuring 01 acre in present Survey number belongs to Rajesh
South by	:	Land belonged to Susheelamma W/o. Shivannachari

3. The plaint averments in brief are as under:

According to the plaintiff, he is the absolute owner in possession and enjoyment of the suit schedule property, as he acquired the same through registered sale deed dated 01.06.2007 from the defendants. After he purchasing the suit schedule property, the Katha of the suit schedule property got changed in his name vide MRH.82/2011-12 and since the date of purchase, he has been in peaceful possession and enjoyment of the suit schedule property by paying necessary tax to the government. It is further averred that though the defendants have no manner of

right, title or interest over the suit schedule property they are interfering with his peaceful possession and enjoyment of the suit schedule property. The defendants by taking advantage that the plaintiff is residing in other Village on 08.06.2010 have illegally trespassed into the suit schedule property and took away the wood logs stored in the suit schedule property and they are also obstructing him in carrying agricultural activities in the suit schedule property. Hence, he constrained to file the present suit.

4. After registering the suit, the suit summons was issued to the defendants. The defendants have appeared before the Court through their counsel and the defendant No.6 has filed detailed written statement denying the averments made in the plaint. Further, the defendant No.1 to 5 have filed memo adopting the written statement filed by the defendant No.6.

5. In the written statement it is submitted that the suit filed by the plaintiff is neither maintainable under law nor on facts, as such, same is liable to be dismissed. Further, they submitted that the plaintiff is in illegal possession of the suit schedule property after forcefully evicting them from the suit schedule property by using his money and muscle power based on the fabricated sale deed relied upon by him. It is further submitted that the land bearing Survey No.10/49, measuring 03 acres situated at Annuru Village was the self acquired property of Late. Kempalingachari

S/o. Puttachari i.e. husband of the defendant No.1 and father of defendants No.2 to 6 as he acquired the same through grant made by the government by issuing the grant certificate in LND-1-77/72-73 dated 19.05.1972. After he acquiring the said land, the Katha of the said property got changed in his name and he along with his family members i.e. defendants herein was in peaceful possession and enjoyment of the said property. After death of said Kempalingachari, due to financial difficulties in their family, the defendants have sold 01 acre of land out of 03 acres of land in Survey No.10/49 in favour of one Rajesh under the registered sale deed dated 04.12.2000. After selling the said 01 acre of land, the defendants were in peaceful possession and enjoyment of remaining 02 acres of land i.e. suit schedule property.

6. It is further submitted that that the plaintiff is the husband of sister of defendant No.1 and after the demise of said Kempalingachari he was incharge of family affairs of the defendants and he used to command all the family affairs of the defendants. Further, the plaintiff had suggested the defendants not to raise any loan and use the above said land bearing Survey No.10/49, measuring 02 acres i.e. the suit schedule property and assured that he would meet the marriage expenses of daughter of the defendant No.1. Thereafter the plaintiff had lent Rs.88,000/- to the defendants and suggested them to

mortgage the suit schedule property in his favour for a period of 5 years and he also assured that he would give back the mortgage papers on he getting back the money lent after five years. Since the defendants were illiterate and unaware of the situation, on 01.06.2007 they jointly executed a registered mortgage deed in favour of the plaintiff. The plaintiff had not ever interfered with their peaceful possession and enjoyment of the suit schedule property. It is further submitted that when defendants had approached the plaintiff to repay the money they borrowed from him, he went on postponing to receive the money he lent to them which later raises suspicion and accordingly they enquired with the elders and revenue officials regarding the said mortgage. However, to their dismay it came to know that the plaintiff got executed a registered sale deed in respect of suit schedule property in the guise of mortgage deed. After they coming to know and realizing the deceitful act on the part of the plaintiff on 25.03.2013 they issued a legal notice to the plaintiff. However, despite of service of said notice the plaintiff had not come forwarded to reconvey the mortgage by receiving the loan amount of Rs.88,000/-. Thereafter on 12.05.2013 the plaintiff had trespassed into suit schedule property with goons and asked them to vacate the land on the strength of sale deed dated 01.06.2007 and forcefully dispossessed them from the suit schedule property.

7. It is further submitted that as on the date of the alleged sale deed the defendant No.6 was minor and the plaintiff got his signature on the said sale deed by fraudulent means and daughter of the defendant No.1 Smt.Sumithra and another daughter Gayathri being the legal heirs of deceased Kempalingachari have not signed the said sale deed, though they were majors as on the date of alleged sale deed. Thereafter the defendants had instituted a suit against the plaintiff in O.S.263/2013 for the relief of declaration and possession. The said suit came to be dismissed and against the said Judgment and decree they preferred an regular appeal before the Hon'ble Senior Civil Judge and JMFC, H.D.Kote in RA.No.14/2020 and same is pending for consideration. It is further submitted that the plaintiff had given a wrong boundary of the suit schedule property and he has not come to the Court with clear hands. For all these reasons, they prayed to dismiss the suit with cost.

8. On the basis of the pleadings of the parties, the court has framed the following;

ISSUES

- 1. Whether the plaintiff proves that he is in possession and enjoyment of the suit schedule property within the extent and boundaries described in the plaint schedule?*

2. *Whether the plaintiff proves that the defendants are trying to interfere in his possession and enjoyment over the suit property?*
3. *Whether the plaintiff is entitled for the relief of Permanent Injunction as sought for?*
4. *What order or decree?*

9. In order to prove his case, the plaintiff examined himself as PW-1 and produced as many as 11 documents and they are marked as Ex.P1 to Ex.P11. On the other hand, the defendant No.5 examined as DW-1 and produced as many as 10 documents and they are marked as Ex.D1 to Ex.D10. Further, the defendants in support of their defence have also examined two more witnesses as DW-2 and DW-3.

10. Heard arguments from both sides and also perused entire record.

11. My findings to the above Issues are as under:

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

REASONS

12. Issue No.1 :- The plaintiff has filed the above suit against the defendants for the relief of permanent injunction restraining the defendants from interfering with his peaceful possession and enjoyment of the suit schedule

property. In a suit for Permanent Injunction, it is burden on the plaintiff to prove his/her lawful possession over the suit schedule property as on the date of suit and interference on the part of the defendant.

13. It is contended and argued on behalf of the plaintiff that he is the absolute owner in possession and enjoyment of the suit schedule property, as he acquired the same through registered sale deed dated 01.06.2007 from the defendants. After he purchasing the suit schedule property, the Katha of the suit schedule property got changed in his name vide MRH.82/2011-12 and since the date of purchase, he has been in peaceful possession and enjoyment of the suit schedule property by paying necessary tax to the government. Though the defendants have no manner of right, title or interest over the suit schedule property they are interfering with his peaceful possession and enjoyment of the suit schedule property.

14. In order to prove his case, the plaintiff examined himself as PW-1. He filed affidavit in lieu of his examination-in-chief, wherein he reiterated the plaint averments. Hence, repetition is not necessary. Further in support of his oral evidence, the PW-1 has also produced as many as 11 documents and they are marked as Ex.P1 to 11. Ex.P1 to 3 are RTC in respect of suit schedule property, Ex.P4 is mutation register extract in respect of suit schedule property, Ex.P5 and 6 are tax paid receipts, Ex.P7

is registered sale deed dated 01.06.2007 executed by the defendants in his favour, Ex.P8 is also RTC extract in respect of suit schedule property for the period 2022-23, Ex.P9 is another mutation register extract in respect of suit schedule property, Ex.P10 is Patta and receipt book and Ex.P11 is another tax paid receipt. By these oral and documentary evidence, the plaintiff has tried to prove his case.

15. On the other hand the defendants have denied the plaintiffs right, title, possession and enjoyment over the suit schedule property and alleged interference on their part. It is contended and argued on behalf of the defendants that the plaintiff is in illegal possession of the suit schedule property after forcefully evicting them from the suit schedule property by using his money and muscle power based on the fabricated sale deed relied upon by him. It is further contended and argued on behalf of the defendants that the land bearing Survey No.10/49, measuring 03 acres situated at Annuru Village was the self acquired property of Late. Kempalingachari S/o. Puttachari i.e. husband of the defendant No.1 and father of defendants No.2 to 6 as he acquired the same through grant made by the government by issuing the grant certificate in LND-1-77/72-73 dated 19.05.1972. After he acquiring the said land, the Katha of the said property got changed in his name and he along with his family members i.e. defendants herein was in

peaceful possession and enjoyment of the said property. After death of said Kempalingachari, due to financial difficulties in their family, the defendants have sold 01 acre of land out of 03 acres of land in Survey No.10/49 in favour of one Rajesh under the registered sale deed dated 04.12.2000. After selling the said 01 acre of land, the defendants were in peaceful possession and enjoyment of remaining 02 acres of land i.e. suit schedule property. It is further contended and argued that the plaintiff is the husband of sister of defendant No.1 and after the demise of said Kempalingachari he was incharge of family affairs of the defendants and he used to command all the family affairs of the defendants. Further, the plaintiff had suggested the defendants not to raise any loan and use the above said land bearing Survey No.10/49, measuring 02 acres i.e. the suit schedule property and assured that he would meet the marriage expenses of daughter of the defendant No.1. Thereafter the plaintiff had lent Rs.88,000/- to the defendants and suggested them to mortgage the suit schedule property in his favour for a period of 5 years and he also assured that he would give back the mortgage papers on he getting back the money lent after five years. Since the defendants were illiterate and unaware of the situation, on 01.06.2007 they jointly executed a registered mortgage deed in favour of the plaintiff. The plaintiff had not ever interfered with their

peaceful possession and enjoyment of the suit schedule property. It is contended and argued that when defendants had approached the plaintiff to repay the money they borrowed from him, he went on postponing to receive the money he lent to them, which later raises suspicion and accordingly they enquired with the elders and revenue officials regarding the said mortgage. However, to their dismay it came to know that the plaintiff got executed a registered sale deed in respect of suit schedule property in the guise of mortgage deed. After they coming to know and realizing the deceitful act on the part of the plaintiff on 25.03.2013 they issued a legal notice to the plaintiff. However, despite of service of said notice the plaintiff had not come forwarded to reconvey the mortgage by receiving the loan of Rs.88,000/-. Thereafter on 12.05.2013 the plaintiff had trespassed into suit schedule property with goons and asked them to vacate the land on the strength of sale deed dated 01.06.2007 and forcefully dispossessed them from the suit schedule property. It is further contended and argued that the plaintiff had given wrong boundary of the suit schedule property and he has not come to the Court with clear hands.

16. In order to defend the suit, the defendant No.5 examined himself as DW-1 and he filed affidavit in lieu of his examination-in-chief, wherein, he reiterated the written statement averments, hence, repetition is not necessary.

Further, in support of his oral evidence, the DW-1 has also produced as many as 10 documents and they are marked as Ex.D1 to 10. Ex.D1 is school admission register extract of defendant No.6, Ex.D2 to 5 are certified copy of hand written RTC in respect of land bearing Sy.No.10/49 measuring 03 acres which stands in the name of husband of the defendant No.1 and father of the defendants No.2 to 6 by name Kempalingachari, Ex.D6 is certified copy of Mutation order in respect of said 03 acres of land in Sy.No.10/49, Ex.D7 is certified copy of grant certificate issued in favour husband of the defendant No.1 by name Kempalingachari, Ex.D8 is certified copy of registered sale deed dated 11.06.2003 executed by the defendants in favour of one Rajesh in respect of 01 acre of land in said Sy.No.10/49 measuring total extent of 03 acres, Ex.D9 is digital/online copy of registered sale deed dated 01.06.2007 executed by the defendants in favour of plaintiff in respect suit schedule property and Ex.D10 is death certificate of husband of the defendant No.1 and father of the defendant No.2 to 6 by name Kempalingachari. Further, the defendants in support of their defence have also examined two more witnesses by name Somanna and Revanna.K as DW-2 and 3 and they filed affidavit in lieu of their examination-in-chief, wherein they deposed in unison of DW-1. However, it is pertinent to mention here that though DW-3 Revanna.K filed affidavit in lieu of his examination-in-

chief, thereafter since he remained absent and not subjected for cross examination, as per order dated 19.09.2025, it was ordered that DW-3 has not tendered/subjected for cross examination. Hence, much importance cannot be given for his evidence.

17. It is pertinent to mention here that a careful reading of avernments made in the plaint, written statement of defendants and other materials on record it reveals that there is no much dispute between the parties as to existence of the suit schedule property is concerned, as the defendants have not specifically denied its existence. However, the defendants have denied the plaintiff's right, title, lawful possession and enjoyment of the suit schedule property contending that the plaintiff is in illegal possession of the suit schedule property after forcefully evicting them from the suit schedule property by using his money and muscle power based on the fabricated sale deed relied upon by him and the plaintiff has filed above false suit by showing wrong boundary. Thereby the defendants have disputed the plaintiff's right, title and the boundary of the suit schedule property. Thus, it is burden on the plaintiff to prove his right, possession and enjoyment over the suit schedule property with specific boundary and measurement.

18. It is contention of the plaintiff that he is the absolute owner in possession and enjoyment of the suit

schedule property, as he acquired the same through registered sale deed dated 01.06.2007 from the defendants for valuable sale consideration. In order to prove his title and possession over the suit schedule property with specific boundary and measurement, the plaintiff examined himself as PW-1 and deposed in terms of the averments made in the plaint. Further, the PW-1 in support of his oral evidence, has also produced as many as 11 documents and they got marked as Ex.P1 to Ex.P11. Ex.P7 is registered sale deed dated 01.06.2007 executed by the defendants in his favour. On careful perusal of said sale deed at Ex.P7 it reveals that 01.06.2007 all the defendants have executed said registered sale deed in favour of plaintiff in respect of suit schedule property for valuable sale consideration of Rs.88,000/- . It further reveals that on the date of execution of the said sale deed itself, the vendors had handed over possession of the suit schedule property to the plaintiff. On careful perusal of said sale deed at Ex.P7, particularly, schedule attached to the said sale deed it clearly reveals that description of the property shown in the said sale deed i.e., the survey number, extent and boundary shown in the said sale deed is clearly tallies to the survey number, extent and boundary of the suit schedule property as shown in the schedule attached to the plaint. Further, though defendants have challenged the validity or genuinity of the said sale deed in O.S.No.263/2013, admittedly they have not succeeded in

the said suit and regular appeal No.14/2020 filed challenging the correctness of judgment and decree passed in the said suit. Thus, on careful perusal of the said sale deed at Ex.P7 it clearly reveals that the plaintiff had acquired the suit schedule property under the registered sale deed dated 01.06.2007 from the defendants and by virtue of the said sale deed, he become an absolute owner in possession and enjoyment of entire suit schedule property with its specific boundary and measurement.

19. Further, on careful perusal of mutation register extracts at Ex.P4 and 9 it reveals that after plaintiff acquiring the suit schedule property under registered sale deed at Ex.P7, Katha in respect of in respect of the suit schedule property got changed in his name vide MR.No.H82/2011-12. Further, on careful perusal of RTC extracts produced by the plaintiff for the period 2016-17, 2018-19, 2019-20 and 2022-23 at Ex.P1 to 3 and Ex.P8, it reveals that after he acquiring the suit schedule property under registered sale deed dated 01.06.2007 at Ex.P7 the Katha of the suit schedule property got changed in his name and accordingly, his name was entered in column No.9 and 12 of the RTC extracts in respect of suit schedule property. Further, on careful perusal of tax paid receipts at Ex.P5 and 6 it reveals that the plaintiff after acquiring the suit schedule property has been in peaceful possession and enjoyment of the suit schedule property by paying

necessary tax to the government. Thus on careful perusal of the documents produced by the plaintiff at Ex.P1 to 11 it reveals that the plaintiff had acquired the suit schedule property under the registered sale deed dated 01.06.2007 at Ex.P7 from its erstwhile owners i.e., defendants for valuable sale consideration of Rs.88,000/- and on the date of the said sale deed itself he was put in possession of the suit schedule property and after he acquiring the suit schedule property, the Katha of the suit schedule property got changed in his name and since the date of purchase, he become the absolute owner in possession and enjoyment of the suit schedule property by paying necessary tax to the government.

20. It is pertinent to mention here that it is contention of the defendants that the plaintiff got executed the said sale deed by representing them that he got executed a mortgage deed as a security for loan of Rs.88,000/- obtained by them from the plaintiff to meet their legal necessities and they were in possession and enjoyment of the suit schedule property till 11.05.2013 and on 12.05.2013 the plaintiff had illegally trespassed into their land and asked them to vacate the land on the strength of sale deed dated 01.06.2007 and forcefully dispossessed them from the suit schedule property. Though the defendants have taken the said contention in their written statement they have failed to substantiate the same.

Further, though the defendants have taken the said contention they have not specifically denied the documents produced by the plaintiff at Ex.P1 to 11 in respect of the suit schedule property. Further, as per the pleadings of the parties, evidence on record and admissions of the DW-1 though the defendants have earlier filed a suit against the plaintiff before this Court in O.S.263/2013 for the relief of declaration, recovery of possession and permanent injunction by taking similar contentions, they have not succeeded in the said suit and the suit filed by them was dismissed. Further, on perusal of materials on record, evidence of the parties particularly admissions made by the DW-1 in his cross examination, it reveals that against the said judgment and decree passed by this Court in O.S.263/2013, the defendants have preferred a regular appeal before Senior Civil Judge and JMFC, H.D.Kote in R.A.No.14/2020 and the said appeal was also dismissed by confirming the judgment and decree passed by this Court in O.S.263/2013. Further, the defendants have not produced any documents for having challenged the said judgment and decree passed by this Court in O.S.No.263/2013 and appellate Court in R.A.No.14/2020 before the Hon'ble High Court of Karnataka and get it set aside. Thus, the aforesaid bare contention taken by the defendants cannot be acceptable.

21. Further, it is pertinent to mention here that in a suit for injunction it is mandate on the part of the plaintiff to prove his peaceful possession and enjoyment of the suit schedule property as on the date of the suit and alleged interference on the part of the defendants. It is pertinent to mention here that on careful perusal of materials on record particularly pleadings/written statement of the defendants, it reveals that the defendants in their written statement have specifically admitted the possession of the plaintiff as on the date of the suit by taking contention that the plaintiff is in illegal possession of the suit schedule property after forcefully evicting them from the suit schedule property by using his money and muscle power based on the fabricated sale deed relied upon by him and also taking contention that on 12.05.2013 the plaintiff had illegally trespassed into their land and asked them to vacate the land on the strength of sale deed dated 01.06.2007 and forcefully dispossessed them from the suit schedule property. Thus, from the very judicial admissions made by the defendants in their written statement, it reveals that as on the date of the suit and much prior to that i.e., since 12.05.2013 the plaintiff has been in possession and enjoyment of the suit schedule property. The defendants have specifically admitted the plaintiff's possession over the suit schedule property as on the date of the suit. When the defendants admit plaintiff's possession, whether such

possession is legal or not, it is mandate on them to recover the said possession of the suit schedule property as per due process of law by establishing their right over the suit schedule property if any. It is pertinent to mention here that though the defendants have taken contention that the plaintiff has illegally trespassed into the suit schedule property and illegally obtained the possession of the suit schedule property by dispossessing them from the suit schedule property, they have utterly failed to prove the same.

22. Further, the defendants have taken a contention that on 12.05.2013 the plaintiff had illegally dispossessed them from suit schedule property. However, the very document produced by the plaintiff i.e. registered sale deed dated 01.06.2007 at Ex.P7, which was also produced by the defendants at Ex.D9 it reveals that the said registered sale deed executed at undisputed point of time on 01.06.2007. On careful perusal of the said sale deed it further reveals that on the date of the said sale deed itself the the defendants have handed over the possession of the suit schedule property to the plaintiff and same is clearly mentioned in the said sale deed. Thus, the said registered document i.e. sale deed executed at undisputed point of time on 01.06.2007 clearly establishes that the plaintiff had acquired the title and possession of the suit schedule property under valid/legal document i.e., as per registered

sale deed executed by the defendants by receiving valuable sale consideration. Thus, the contention taken by the defendants that the plaintiff had illegally dispossessed them from suit schedule property on 12.05.2013 is completely inconsistent/contrary to terms of the registered instrument i.e. registered sale deed dated 01.06.2007 executed by the defendants and cannot be acceptable.

23. Further, it is pertinent to mention here that though defendants have denied the boundary of the suit schedule property, they have not specifically denied the documents produced by the plaintiff at Ex.P1 to P11 and boundary and measurement shown in the Ex.P7. Further, though the defendants have denied the boundary of the suit schedule property as shown in the schedule attached to the plaint, they have not produced any specific relevant documents to show any other boundary of the suit schedule properties. Hence, it makes clear that the boundary shown in the plaint is completely tallies to the registered sale deed at Ex.P7/ Ex.D9. Thus, on perusal of oral and documentary evidence of both the parties, this Court is of the opinion that plaintiff has proved that he is in peaceful possession and enjoyment of the suit schedule property as on the date of the suit within the boundary and measurement as shown in the schedule attached to the plaint. **Hence, for the above said reasons, Issue No.1 is answered in the 'Affirmative'.**

24. Issue No.2:- It is pertinent to mention here that in a suit for Permanent Injunction it is not only sufficient for the plaintiff to prove his/her lawful possession and enjoyment of the suit schedule property as on the date of the suit but it is also equally important for him/her to prove an interference on the part of the defendant. It is further case of the plaintiff that he is in possession and enjoyment of the suit schedule property and though the defendants have no manner of right, title or interest over the suit schedule property, they are interfering with his peaceful possession and enjoyment over the suit schedule property. In order to prove the alleged interference by the defendants, the plaintiff examined himself as PW-1 and filed affidavit in lieu of his examination in chief, wherein he categorically deposed that though the defendants have no manner of right, title or interest over the suit schedule property they are interfering with his peaceful possession and enjoyment of the suit schedule property and they by taking advantage that he is residing in other Village on 08.06.2010 have illegally trespassed into the suit schedule property and took away the wood logs stored in the suit schedule property and they are also obstructing him in carrying agricultural activities in the suit schedule property. On the other hand defendants have denied said contention and contended that the plaintiff is in illegal possession of the suit schedule property after forcefully evicting them from the suit

schedule property by using his money and muscle power based on the fabricated sale deed relied upon by him and the sale deed relied by the plaintiff is created one and under the said sale deed no title and possession was passed / conveyed to the plaintiff.

25. It is pertinent to mention here that through out their written statement and evidence, the defendants have denied the plaintiff's right/title over the suit schedule property and contended that they are the absolute owners of the suit schedule property and the plaintiff is in illegal possession of the suit schedule property after he forcefully evicting them from the suit schedule property by using his money and muscle power based on the fabricated sale deed relied upon by him and the sale deed relied by the plaintiff is created by falsely representing them it as mortgage deed. As we discussed supra under issue No.1 that by oral and documentary evidence the plaintiff has proved his right, title and lawful possession and enjoyment over the suit schedule property as on the date of the suit within the boundary and measurement as shown in the schedule attached to the plaint. Further, though the defendants have taken an aforesaid contention that they have utterly failed to substantiate their stand. All these aspects show the conduct of the defendants and further makes it clear that the defendants despite having no semblance of right, title and interest over the suit schedule property are interfering

with the plaintiff's peaceful possession and enjoyment of the suit schedule property. Further, the very denial of plaintiff's right/title over the suit schedule property and claiming their right over the suit schedule property by taking contention that they were illegally dispossessed from the suit schedule property on the strength of fabricated sale deed and the very tenor of the written statement filed by the defendants reveal that they are interfering with the plaintiff's peaceful possession and enjoyment of the suit schedule property. Further, it is pertinent to mention here that to maintain a suit for a Perpetual Injunction it is not mandate that the defendant ought to invade the plaintiff's right to or enjoyment of the suit schedule property, it is sufficient that if he threatens to invade such plaintiff's right to property. Further, at this juncture, it would be relevant to refer to the decision of Hon'ble High Court of Karnataka in the matter of **Jeevappa Vs Sahebgouda in RSA No. 200379/19 C/W RSA No.200380/19 dated 22.11.2023**, wherein, the Hon'ble High Court has held that "*The position of law is well settled that once the plaintiff is successful in proving his possession and enjoyment of the suit schedule property and when the defendant has chosen to contest the suit the interference on the part of the defendant could be inferred and the plaintiff is entitled for permanent injunction*". The said decision is aptly applicable to the present case on hand. In the present suit also, the defendants have

appeared before the court and contested the suit by denying the plaintiff's right/title over the suit schedule property and claiming their title over the same contending that they were illegally dispossessed from the suit schedule property on the strength of fabricated sale deed without substantiating it. Thus, for all aforementioned reasons, this Court is of an opinion that the plaintiff has proved the alleged interference on the part of the defendant. **Hence, without discussing much on this, Issue No.2 is answered in the "Affirmative".**

26. Issue No.3:- The plaintiff has filed this suit against the defendants for the relief of Permanent Injunction restraining them from interfering with his peaceful possession and enjoyment of the suit schedule property. As we discussed supra under issue No.1 and 2 that by oral and documentary evidence the plaintiff has proved his lawful possession over the suit schedule property as on the date of the suit and interference on the part of the defendants. When the plaintiff has established his lawful possession and enjoyment over the suit schedule property as on the date of the suit and also an interference by the defendants, then he is entitled for the equitable relief of Permanent Injunction. Thus, this Court is of considered opinion that the plaintiff has proved the necessary ingredients to entitle himself for the equitable relief of permanent injunction as sought for in the plaint.

Accordingly, Issue No.3 is answered in the “Affirmative”.

27. Issue No.4:- In view of the discussions made under Issues No. 1 to 3 and the reasons stated therein, I proceed to pass the following:

ORDER

The suit of the plaintiff is hereby decreed with cost.

The defendants, their henchmen or representatives are hereby restrained by an order of Permanent Injunction from interfering with the plaintiff's peaceful possession and enjoyment of the suit schedule property.

Draw decree accordingly.

(Dictated to the stenographer, computerized by her, same is corrected and then pronounced by me on this the **17th day of June 2026.**)

(SANTHOSHA KOTARI)
Prl.Civil Judge & J.M.F.C.,
H.D.Kote.

:-ANNEXURE:-

List of witnesses examined for plaintiff:

PW-1 - Sri.Dasachari

List of witnesses examined for defendant:

DW-1 - Sri.Manjachari
DW-2 - Sri.Somanna
DW-3 - Sri.Ravanna.K

List of documents exhibited for plaintiff:

Ex.P1 to P3 : RTC in respect of suit schedule property
Ex.P4 : Mutation Register extract in respect of
suit schedule property
Ex.P5 and 6 : Tax paid receipts
Ex.P7 : Registered sale deed dated 01.06.2007
executed by the defendants in his
favour
Ex.P8 : RTC extract in respect of suit schedule
property for the period 2022-23
Ex.P9 : Another mutation register extract in
respect of suit schedule property
Ex.P10 : Patta and receipt book
Ex.P11 : Tax paid receipt.

List of documents exhibited for the defendants:

Ex.D1 : School admission register extract of
defendant No.6.
Ex.D2 to 5 : Certified copy of hand written RTC in
respect of land bearing Sy.No.10/49
measuring 03 acres which stands in
the name of husband of the defendant
No.1 and father of the defendants No.2
to 6 by name Kempalingachari
Ex.D6 : Certified copy of Mutation order in
respect of said 03 acres of land in
Sy.No.10/49

- Ex.D7 Certified copy of grant certificate issued in favour husband of the defendant No.1 by name Kempalingachari
- Ex.D8 Certified copy of registered sale deed dated 11.06.2003 executed by the defendants in favour of one Rajesh in respect of 01 acre of land in said Sy.No.10/49 measuring total extent of 03 acres
- Ex.D9 Digital/online copy of registered sale deed dated 01.06.2007 executed by the defendants in favour of plaintiff in respect suit schedule property
- Ex.D10 Death certificate of husband of the defendant No.1 and father of the defendant No.2 to 6 by name Kempalingachari

(SANTHOSHA KOTARI)

Prl. Civil Judge & J.M.F.C.,
H.D.Kote,