



**IN THE COURT OF THE SENIOR CIVIL JUDGE & JMFC
AT K.R.NAGARA**

**PRESENT: Sri. Aravindra B.C., B.A., L.L.B.,
Senior Civil Judge & JMFC,
K.R.Nagara.**

Dated this the 01st day of April, 2026

O.S. No.65/2021

1. Sri. Kasigowda,
S/o Channegowda,
Aged about 70 years.

2. Smt. Vinodamma,
W/o Kasigowda,
Aged about 50 years.

3. Smt. Sakamma,
W/o Kasigowda,
Aged about 55 years.

4. Sri. Madhusudan,
S/o Kasigowda,
Aged about 45 years.

All are R/at:
Hosaagrahara village,
Hosaagrahara Hobli,
K.R.Nagar Taluk,
Mysuru District.

..... Plaintiffs

(By Sri. T.G., Advocate)

-Versus-

Sri. Siddegowda,
S/o Sannakarigowda,
Aged about 80 years,
R/at: Hosaagrahara village,



Hosaagrahara Hobli,
K.R.Nagar Taluk,
Mysuru District.

.....Defendant

(By Sri. S.K.M., Adv.)

Date of Institution of the suit	18.10.2021
Nature of the suit (Suit on pronote, suit for declaration and possession, suit for injunction, etc.,)	Declaration and Permanent Injunction
Date of commencement of recording of evidence	01.03.2023
Date on which judgment is pronounced	01.04.2026
Total Duration	Years Months Days 04 05 14

(ARAVINDRA B.C.)
SENIOR CIVIL JUDGE & JMFC.,
K.R.NAGAR.

J U D G M E N T

This suit for declaration, declaring that the plaintiffs are the absolute owners of the suit schedule property and consequential relief of permanent injunction restraining the defendant from interfering with peaceful possession and enjoyment of the plaintiff's over the suit schedule property and also prayed to grant such other reliefs for which the plaintiffs are found entitle to.



2. The plaintiffs have described the suit schedule property appeared to the plaint. It reads as under;

Sites bearing Nos.46 and 47 situated at Hosaagrahara Village, Hosaagrahara Hobli, K.R.Nagar Taluk totally measuring East to West 120.000 feets North to South 50.00 feets and commonly bounded on:

East by : Hassan-Bilikere road
West by : The house belonging to Siddegowda
South by: Society building
North by: Road

Hereinafter referred to as “suit schedule property” for the purpose of brevity and convenience.

3. The brief case of the plaintiffs are as follows:

According to the plaintiffs, they have purchased the suit schedule property from one Venkataramegowda for valuable sale consideration through a registered sale deed dated 05.04.1989. After purchasing the suit property, the plaintiffs are in peaceful possession and enjoyment of the same. The katha of the plaint schedule property was transferred in the name of plaintiff No.2 and 3 as per sale



deed. But, later the defendant's name was entered by the panchayath officials illegally and behind the back of plaintiffs which is highly illegal arbitrary invalid, without any basis and untenable. The defendant is the close relative of the Panchayath chairman. Hence, the defendant and Panchayath officials have colluded with each others and changed the katha of the suit property into the name of defendant and started interfering with the plaint schedule property.

4. Further, the plaintiffs have contended that one Sri.H.K.Siddegowda S/o Karigowda filed a false suit against the plaintiffs in OS No.290/1990 in respect of the suit schedule property seeking declaration and injunction and the said suit was dismissed on 01.12.1993. Being aggrieved by the said judgment, the said H.K.Siddegowda S/o Karigowda had preferred an appeal in RA No.11/1994. The said appeal was also dismissed on merits dated 20.04.2006. The defendant has no semblance of right, title or possession over the plaint schedule property in any



way at any given point of time. The defendant and panchayath officials have colluded with each others and changed the katha of the suit property into the name of defendant even after the disposal of RA No.11/1994.

5. Further, the plaintiff in the above circumstances were constrained to approach the concerned panchayath officials to rectify the entry pertaining to the plaint schedule property. However, the panchayath officials are evading to rectify the mistake in collusion with the defendant. The defendant is taking undue advantage of the said wrong katha entry has trying to interfere with the peaceful possession of the plaintiff. The panchayath officials have also given an endorsement to the plaintiffs to seeking their redressal before the civil court. Further, it is the case of the plaintiffs is that the plaintiffs were filed a suit for declaration and permanent injunction in OS No.376/2015 seeking the relief of declaration and injunction. However, the said suit was withdrawn and filed present suit for the aforesaid reliefs.



6. After institution of the suit as contemplated under law, the suit summons issued to the defendant. In response to the suit summons, the defendant has appeared before the Court through his counsel and filed written statement.

7. The brief defence of the defendant as per written statement which reads as under;

The defendant has stated that, the suit of the plaintiffs is false, frivolous and untenable in law or on facts of the case. The defendant has denied the entire allegation of the plaint averments made by the plaintiffs. It is definite case of the defendant is that, one Karigowda and Siddegowda had purchased the property vacant site measuring East to West 16 yards and North to South 24 yards from one H.S.Nagappa S/o Gundappa of Hosa Agrahara village under registered sale deed dated 01.01.1950. In pursuance of sale deed, the katha was mutated in their names. There was oral partition took place between the family of the defendant. In the said



oral partition the property bearing Janjar No.195/1 bounded on East by: Hassan-Mysuru Road, West by: House property of Jayaramegowda, North by: Oni and Society building and South by: Road fallen to the share of the defendant. The defendant is in possession and enjoyment of the said property.

8. Further, contended that the plaint schedule property is not in existence. The court fees paid by the plaintiffs on the plaint is insufficient and the plaintiffs are not complied the order passed by the learned Civil Judge and JMFC in OS No.376/2015. Accordingly, he prays for dismissal of the suit with cost.

9. On the basis of the above pleadings, the learned predecessor of this court has framed the following issues;

- 1. Whether the plaintiffs prove that they are the absolute owner in possession and enjoyment of the suit schedule property as per the sale deed dated 05.04.1989 ?**
- 2. Whether the defendant proves that the court fees paid is insufficient ?**



- 3. Whether the defendant proves that the suit schedule property is not in existence ?**
- 4. Whether the plaintiffs are entitled for the relief of declaration as prayed for ?**
- 5. Whether the plaintiffs are entitled for the relief of permanent injunction as prayed for ?**
- 6. What order or decree ?**

10. The plaintiffs in order to substantiate their case, the plaintiff No.1 has entered into the witness box and filed his affidavit under order 18 Rule 4 of Code of Civil Procedure and got marked the 14 documents as per Ex.P1 to P-14 and closed their side evidence.

11. To rebut the evidence, so placed on record by the plaintiffs, the GPA holder of defendant has entered into the witness box and examined before this Court as DW-1 and got marked as many as 14 documents as per Ex.D1 to D14 and closed his side evidence.

12. Heard the arguments on the side of plaintiffs and defendant and perused the materials placed on record.



13. On the basis of the materials placed on record and evidence both oral and documentary the findings of this court on the above said issues are as under :

Issue No.1 :: In the Affirmative
Issue No.2 :: In the Negative
Issue No.3 :: In the Negative
Issue No.4 :: In the Affirmative
Issue No.5 :: In the Affirmative
Issue No.6 :: As per final order
For the following:

REASONS

14. **Issue No.1 and 3:-** These issues are inter related to each other and involve common appreciation of evidence and facts. Hence, in order to avoid the repetition, these issues are taken together for common consideration.

15. It is the specific case of the plaintiffs is that, the plaintiffs had purchased the schedule property from one Venkataramegowda under registered sale deed dated 05.04.1989. From the date of sale deed, the plaintiffs are



in possession and enjoyment of the schedule property. In pursuance of the sale deed, the katha of the suit property mutated in the name of plaintiff No.2 and 3. But, the name of defendant was illegally entered in the panchayath records. But, he has no manner of right over the schedule property.

16. On the other hand, the defendant has contended that the suit schedule property is not in existence and he is the owner of the property measuring East to West 16 yards and North to South 24 yards. The said property has purchased by Karigowda and Siddegowda under registered sale deed dated 01.01.1950.

17. In order to substantiate the plaint averments, the plaintiff No.1 examined himself as PW-1 by filing affidavit in lieu of examination-in-chief. In the affidavit, the PW-1 has reiterated the plaint averments in verbatim, hence this Court need not to recapitulate the same once again at this juncture. In order to strengthen the oral testimony of



PW-1, he has produced as many as 14 documents, which have been marked at Ex.P1 to P14.

18. In order to substantiate the contentions of the written statement, the GPA holder of defendant has examined himself as DW-1 by filing affidavit. In the affidavit, the DW-1 has reiterated the written statement over much in verbatim, hence this Court need not recapitulate the same once again at this juncture. In addition to oral testimony of DW-1, he has produced as many as 14 documents, which have been marked as Ex.D1 to D14.

19. Before going to discuss the issues it is relevant to state that, the object of the declaratory decree. The object of such decrees is that where a person's status or legal character has been denied or could has been cast upon the plaintiff and the plaintiff can sue to get the declaration. The plaintiff must establish that, (1) the plaintiff is at the time of the suit entitled to any legal



character or any right to any property, (2) The defendant has denied or is interested in denying the character or title of the plaintiff, (3) The declaration asked for is a declaration that the plaintiff is entitled to a legal character or to a right to property. If the plaintiff fulfilled the above ingredients, the court has still to grant or not to grant a declaratory relief depending on the circumstances of each case.

20. It is a settled law that, in a suit for declaration of title the burden is heavily lies on the plaintiff, the plaintiff is not suppose to depend upon the weakness in the case set up by defendant. At this stage, it is relevant to refer the decision in the case of ***A.Ponjurangam dead by LRs and Others Vs. Darshanala Swamy dead by LRs and Others*** are reported in ***2011 Law suit (AP) 643*** wherein, the Hon'ble High Court held that, in a suit for declaration, heavy burden rests upon the plaintiff to prove the title, particularly when it is in respect of an item of immovable property. There are certain known sources of



acquisition of title, such as by way of succession, purchase, assignment from the Government, or even by perfecting the title by adverse possession. Therefore, it is settled position of law that, the plaintiffs have to be proved their case without depending on any weakness of other side.

21. It is pertinent to note that the plaintiffs claimed declaratory relief with respect to the schedule property stating that, the suit schedule property originally belongs to Venkataramegowda S/o Thimmegowda. He had purchased the schedule property under registered sale deed dated 01.03.1972. In turn, he was sold the schedule property in favour of plaintiff No.1 under registered sale deed dated 05.04.1989.

22. In order to prove the same, the plaintiffs have produced the certified copy of the sale deed dated 01.03.1972 which is marked at Ex.P14. This court perused the Ex.P14, it appears that the property in site



No.46 and 47 were belongs to Kempegowda S/o Lakkegowda. He was sold the said property in favour of Venkatamegowda. Further, it appears that the said Kempegowda had acquired the said property from the Grama Panchayath.

23. In the sale deed, it is mentioned that the Kempegowda had property in site No.46 and 47 to an extent of East to West 100 feet and North to South 50 feet bounded on East by: Hassan-Bilikere road, West by: Property of Rachanayaka, North by: Society building and vacant sites and South by: Road. As per sale deed, the Kempegowda having property to an extent of East to West 100 feet and North to South 50 feet only.

24. Further, the plaintiff has produced the copy of the registered sale deed dated 05.04.1989 which is marked at Ex.P1. This court perused the Ex.P1 it appears that the Venkatamegowda S/o Late Thimmegowda had executed sale deed in favour of plaintiff and his minor



children with respect to the property bearing site No.46 and 47 to an extent of East to West 60 feet and North to South 50 feet bounded on East by: Hassan-Bilikere road, West by: site No.51 and house property of Siddegowda, North by: Society building, and South by: 30 feet road.

25. Further, this court perused the schedule of the plaint it appears that the plaintiffs have shown schedule in the plaint is that sites bearing No.46 and 47 situated at Hosa Agrahara village and Hosa Agrahara Hobli, K.R.Nagar Taluk, totally measuring East to West 120 feet and North to South 50 feet and commonly bounded on East by: Hassan-Bilikere road, West by: The house belonging to Siddegowda, North by: Society building and South by: Road.

26. On careful reading of the schedule mentioned in the Ex.P14, the measurement shown as East to West 100 feet and North to South 50 feet. Further, in the Ex.P1 the measurement shown as East to West 60 feet and North to



South 50 feet. The plaintiffs have claimed relief of declaration with respect to the site No.46 and 47 measuring East to West 120 feet and North to South 50 feet which is contrary to the Ex.P1 sale deed. Admittedly, the plaintiffs have purchased two sites measuring East to West 60 feet and North to South 50 feet.

27. Further, on perusal of the boundaries so mentioned in the schedule of the above referred sale deeds, it appears that the boundaries mentioned in the above sale deeds as well as boundaries furnished in the plaint schedule are one and the same. It is well settled that the boundaries should prevail over the extent. Admittedly, the boundaries furnished to the extent of East to West 120 feet and North to South 50 feet.

28. Further, the plaintiff has stated that one H.K.Siddegowda S/o Karigowda had filed a civil suit in OS No.290/1990 with respect to the present schedule property against the defendants herein plaintiffs. The said



H.K.Siddegowda claimed that he is absolute owner of the schedule property. On the other hand, the present plaintiffs were defendants in the said suit and contended that the schedule property was purchased under registered sale deed dated 05.04.1989. In order to prove the same, the plaintiffs have produced the certified copy of the judgment and decree in OS No.290/1990 which is marked at Ex.P10. This court perused the Ex.P10, it appears that the schedule property was purchased by one Venkataramegowda from one Kempegowda under registered sale deed dated 01.03.1972. The said Venkataramegowda was sold the same to the plaintiff No.1 and 2, their minor children and also the 2nd wife of the 1st plaintiff under the referred sale deed dated 05.04.1989.

29. Further, it is noticed that in the said suit the Hon'ble Court framed issue No.3 that Whether the defendant No.1 and 2 prove their exclusive title over the plaint schedule property ? The Hon'ble Court after



considering the oral evidence of both parties and held that the defendant No.1 and 2 proved the said issue and the Hon'ble Court held that the defendant No.1 and 2 were proved their exclusive title over the schedule property.

30. The Ex.P10 clearly disclosed that the plaintiffs were purchased the schedule property from Venkataramegowda under the sale deed dated 05.04.1989 and ever-since date of said deed, they are in possession and enjoyment of the suit schedule property.

31. Further, important aspect is to be noted that the plaintiff has produced the copy of the judgment in OS No.290/1990 and RA No.11/1994. The plaintiffs have stated that one H.K.Siddegowda had filed a suit against the plaintiffs herein for the relief of declaration and permanent injunction. On contest, the said suit filed by the said Siddegowda was dismissed. Aggrieved by the said judgment and decree, the said Siddegowda preferred an appeal in RA No.11/1994 on the file of the Senior Civil



judge at Hunsur. The said appeal was also dismissed. In the said proceeding the Hon'ble court was held that the plaintiffs herein were proved their case and held that they are the absolute owner and possession of the present schedule property. In order to prove the same, the PW-1 has produced the certified copy of the judgment and decree in OS No.290/1990 and regular appeal No.11/1994 which marked at Ex.P2 and P10 respectively. On perusal of the Ex.P2 and P10 it appears that one Siddegowda was filed suit against the present plaintiffs for the relief of declaration and permanent injunction. On contest, the said suit was dismissed.

32. Further, the Ex.P2 appears that the said Siddegowda was challenged the judgment and decree passed in OS No.290/1990 by preferred an RA No.11/1994 which is also dismissed by confirming the judgment and decree passed in OS No.290/1990 holding that the defendant No.1 and 2 are successful in establishing their title and possession over the schedule property having



derived in the title by virtue of registered sale deed dated 05.04.1989 executed by Venkataramegowda. The plaintiffs were claiming title over the schedule property in OS No.290/1990 and the Hon'ble Court confirmed the title of the plaintiffs in the said suit. The Hon'ble court held that the plaintiffs have proved their exclusive title over the schedule property.

33. On the other hand, the defendant contended that the schedule property is not in existence. In order to prove the same, the defendant has not been entered into the witness box. However, the GPA holder of the defendant is examined before the court as DW-1. He has deposed that the Karigowda and Siddegowda have purchased the property in Sy.No.1 to an extent of East to West 16 yards and North to South 24 yards under registered sale deed dated 01.01.1950. In order to prove the same, he has produced the original sale deed dated 01.01.1950 which is marked at Ex.D10. On perusal of Ex.D10, it appears that one H.S.Nagappa S/o Gundappa



had executed the sale deed in favour of Karigowda and Siddegowda with respect to the extent of East to West 16 yards and North to South 24 yards bounded on East by: Hassan-Mysuru road, West by: Remaining property of Ningappa, North by: Remaining property and South by: Remaining property.

34. Further, the DW-1 has produced the certified copy of the sale deed dated 29.05.1975 which is marked at Ex.D1, the Ex.D1 appears that the Secretary of Hosaagrahara Seva Sahakara Sangha had executed the said deed in favour of Siddegowda with respect to the property to an extent of East to West 60 feet and North to South 30 feet bounded on East by: Site property of Siddegowa, West by: Site property of Nagaraja, North by: Property of Vyavasaya Utpanna Maarata Sangha Kattada and South by: Road. The property claimed by the defendant is not pertaining to the schedule properties. The plaintiffs and defendant have claiming different properties.



35. The DW-1 has been cross-examined. In the cross-examination, the DW-1 admits that the defendant has purchased the house property which is adjacent to the schedule property. Further, he admits that he was residing in the said house. The oral evidence of the DW-1 taken into consideration, the defendant has claimed house property. However, the plaintiffs have claimed vacant site by virtue of the sale deed.

36. The documents produced by the defendant as per Ex.D1 to D13 are not pertaining to the schedule property. However, the said documents are pertaining to the house property which is adjacent to the schedule property. However, the plaintiffs have produced the documentary evidence pertaining to the schedule property and which clearly established that the schedule property originally granted to one Kempegowda S/o Madyanachikkegowda and he was in possession of the schedule property. He was sold the schedule property to one Venkatamegowda for valuable sale consideration



under registered sale deed dated 01.03.1972. The said Venkataramegowda was sold the said property to plaintiff No.1 and 2, their minor children and also 2nd wife of the plaintiff No.1 under registered sale deed dated 05.04.1989. Further, the plaintiffs have established that they are in lawful possession and enjoyment of the schedule property. Per contra, on the other hand, the defendant has failed to prove that he is in lawful possession and enjoyment of the schedule property.

With these observations, this court answered issue No.1 is in the Affirmative and issue No.3 is in the Negative.

37. **Issue No.2:-** The defendant has taken contention that the plaintiffs have not paid sufficient court fees on the plaint. The plaintiffs have filed a suit for declaration and permanent injunction by virtue of sale deed dated 05.04.1989 and they have calculated the court fees under Section 24(b) of Karnataka Court fees and Suit Valuation Act and paid court fees of Rs.17,125/-



on the plaint. Hence, the court fees paid by the plaintiffs on the plaint is sufficient. **Accordingly, this court answered the issue No.2 is in the Negative.**

38. **Issue No.4 and 5:-** The plaintiffs have proved that, they are the absolute owners and in possession of the schedule property. Hence, the plaintiffs have entitled the relief of declaration and permanent injunction with respect to the suit schedule property. **Accordingly, this court answered issue No.4 and 5 are in the Affirmative.**

39. **Issue No.6:-** In view of the discussion and reasons as stated above and this court answered to the above issues, proceed to pass the following:

ORDER

The suit of the plaintiffs for Declaration and permanent injunction is decreed with cost.

It is declared that, the plaintiffs are the absolute owners and in



possession of the suit schedule property.

It is further ordered that the defendant is permanently restrained from interfering with the peaceful possession and enjoyment of the plaintiffs over the suit schedule property.

Draw decree accordingly.

*[Dictated to the stenographer on computer, corrected and then pronounced by me in the Open Court on this the **01st day of April, 2026**]*

**(ARAVINDRA B.C.)
SENIOR CIVIL JUDGE & JMFC.,
K.R.NAGARA.**

APPENDIX

List of witnesses examined on behalf of the plaintiffs:-

PW.1 : Sri. Kasigowda

List of documents exhibited on behalf of the plaintiffs:-

Ex.P1 : Certified copy of sale deed Dtd.05.04.1989
Ex.P2 : Certified copy of judgment in RA No.11/1994
Ex.P3 : Certified copy of Demand register extract
Ex.P4 : Certified copy of Resolution copy
Ex.P5 : Certified copy of licence
Ex.P6 to P8 : 03 Receipts



- Ex.P9 : Certified copy of order sheet in OS No.376/2015
- Ex.P10 & P11 : Certified copies of judgment and decree in OS No.290/1990
- Ex.P12 : Certified copy of decree in RA No.11/1994
- Ex.P13 : Photo
- Ex.P14 : Certified copy of sale deed Dtd.01.03.1972

List of witnesses examined on behalf of defendants:-

- DW.1 : Sri. Jayaramegowda

List of documents exhibited on behalf of the defendants:-

- Ex.D1 : Original sale deed dated 24.05.1975
- Ex.D2 : Certificate issued by Hosaagrahara Grama Panchayath
- Ex.D3 : Index of land
- Ex.D4 : Record of rights
- Ex.D5 : Certified copy of order sheet in OS No.376/2015
- Ex.D6 : Valuation slip
- Ex.D7 to P9 : Certified copies of plaint, evidence and Issues in OS No.376/2015
- Ex.D10 : Original sale deed 01.01.1950
- Ex.D11 & D12 : Tax paid Receipts
- Ex.D13 : Certified copy of demand register extract
- Ex.D14 : General Power of Attorney

**SENIOR CIVIL JUDGE & JMFC.,
K.R.NAGARA.**