

KAMS410005012024



**IN THE COURT OF PRINCIPAL CIVIL JUDGE & JMFC.,**  
**KRISHNARAJANAGAR**

**PRESENT**

**Sri. Chandan S, B.Com., LL.B**  
**Prl. Civil Judge & JMFC, Krishnarajanagara.**

**DATED 02<sup>ND</sup> DAY OF JUNE 2025**

**O.S. No. 131/2024**

**Plaintiff :**

1. Shivannegowda  
S/o Late. Kommarigowda,  
Aged about 57 years,
2. Narasimhegowda,  
S/o Late Kommarigowda,  
Aged about 55 years,
3. Yoganarasimha.H.N.  
S/o Late. Narasimhegowda,  
Aged about 32 years,

All are R/at Hampapura Village,  
Hosa Agrahara Hobli, K.R.Nagar Taluk,  
Mysuru District.

**(Rep. By Sri. J.P., Advocate)**

**- V/s -**

**Defendant:**

1. Jayamma W/o Late. Narasimhegowda,  
Aged about 65 years,
2. Cheluvegowda S/o Late Narasimhegowda,  
Aged about 45 years,

Both are R/at  
Hampapura Village, Hosaagrahara Hobli,  
K.R.Nagar Taluk, Mysuru District.

**(Rep. By Sri. B.K.S., Advocate)**

**ORDERS ON PRELIMINARY ISSUE NO.3**

This Court has framed issue No.3 on 18.02.2025 and treated the Issue No.3 as Preliminary Issue. Issue No.3 is as under;

- 1.** Whether the defendants prove that, the suit is bad for want of proper valuation and insufficient court fee?
- 2.** This is the suit for the relief claiming avocation and seeking for the relief of partition and separate possession. Further as per the pleadings of the plaint as submitted by the plaintiff herein, the suit schedule property is owned enjoyed, occupied, jointly and commonly by all the plaintiffs and defendants. Further according to the plaintiffs, the said property originally belongs to one late. Kenchegowda who was the propositus and originator of the property. Thereafter after his demise and death, the plaintiffs and defendants being the legal heirs, they are continued to own, enjoy,

occupied and settled over the schedule property commonly, jointly without there being any division or partition between the parties. Further according to the plaintiffs, when the plaintiffs approached the defendants seeking for their legitimate share and allot the same in their favour, which was denied and refused by the defendants. Therefore, the suit is filed for effectuating the partition through the court decree and for other reliefs.

**3.** However, in pursuance of the said issuance of summons against the defendants, they appeared before this court and filed their statement. Thereafter, the present statement of objections came to be filed by the defendants through their counsel, wherein the said statement of objection would reveal, indicate and state that, the schedule property has been sanctioned, allotted and it was granted in the name and favour of one Gowramma of Hampapura Village. Further the said Gowramma being the allottee and she has succeeded to transfer and change the khata and

other documents in her name. Thereafter, she has demised on 15.10.2004 leaving behind one Jayamma who is the daughter of the said Gowramma. On account of the death of the mother Gowramma, the defendant No.1 being her sole daughter, she has devolved, succeeded and inherited the said property of her mother.

**4.** Thereafter on 30.07.2021, the defendant No.1 Jayamma who was the successor and the owner of the property which has been acquired from her mother, she intern again bequeathed and released and depose the said property in the name and favour of her son defendant No.2 as per the relinquishment deed dated 30.07.2021. Thence and henceforth from the date of execution of the said deed of relinquishment, and on the basis of the said document, the khata and other revenue documents were followed, effected and transferred to the name of the 2<sup>nd</sup> defendant. Thereafter, the 2<sup>nd</sup> defendant being the owner of the schedule property

he continued to hold possess and enjoy the said property which was released in his favour.

**5.** However, the plaintiff without having any kind or manner of right, title or possession over the schedule property, in order to plunder, depredate and to filch upon the property of the defendant, the suit has been filed. It is also contended by the defendant that, the suit is very much bad and not maintainable for want of proper court fee. Therefore, based upon such differences severable in the opinions and distinguished process in the pleadings and the material contradictions therein resulted at the issues and this court has taken and proceeded for the adjudication of the issue No.3 by considering it as the preliminary issue.

**6.** Heard both sides, perused the documents available on record.

**7.** The points that would arise for consideration of the Court is:

**1. Whether the defendants prove that, the suit is bad for want of proper valuation and insufficient court fee?**

**8.** Findings to the above point is as under:

**Point No. 1** :Negative for the following:

**REASONS**

**9. POINT NO.1:**

Upon verifying the pleadings in order to decide, adjudicate, determine and to decide the said issue, it is necessary to go through the provision regarding the court fee in a suit for partition and separate possession. Accordingly, upon referring and verifying the said provision, as per Sec. 35 of Karnataka Court Fee and Suit Valuation Act.

(1) In a suit for partition and separate possession of a share of joint family property or of property owned, jointly or in common, by a plaintiff whose title to such property is denied, or who has been excluded from possession of such property, fee shall be computed on the market value of the plaintiff's share.

(2) In a suit for partition and separate possession of joint family property or property owned, jointly or in common, by a plaintiff who is in joint possession of such property, fee shall be paid at the following rates:-

Rupees fifteen if the value of plaintiff's share is Rs. 3,000 or less;

Rupees thirty if the value is above Rs.3,000 but not more than Rs.5,000.

Rupees one hundred if the value is above Rs. 5,000 but below Rs.10,000 and

Rupees two hundred if the value is Rs.10,000 and above.

**10.** As per the said provision, contemplates and clearly envisages and discloses that, in a suit for partition the maximum court fee which is to be borne, paid and incurred is Rs.200/- i.e., the maximum sealing limit for any valuation. Further after verifying examining the valuation slip, the regular amount of court fee is Rs.200/- has been paid on the plaint by calculating and computing court fee as per Sec. 35(2) of the Karnataka Court Fee and suit Valuation Act which is sufficient adequate and proper.

**11.** However, except for such a bare and bald allegations in the statement, the defendant has not produced any documents or he has not calculated what is exact and proper

court fee and what is the difference court fee the plaintiff is required to pay. Hence, in the absence of any calculation and the documents in support of the said allegations, in the opinion of this court, as per the calculation made above, the plaintiff has properly valued the subject matter and sufficiently paid the mandatory court fee as per the KCF and SV Act. Hence, the additional issue framed by this court is answered in the negative and court proceeds to pass the following:

**ORDER**

Issue No.3 is answered in the Negative.

For plaintiff evidence.

Call on 03-07-2025.

(Dictated to the Stenographer transcribed by her, revised, corrected, signed and then pronounced by me in the open Court on this the 02<sup>nd</sup> day of June 2025)

**(Chandan.S)**  
**Prl. Civil Judge and JMFC,**  
**K.R.Nagara.**