



**IN THE COURT OF THE HONOURABLE I ADDITIONAL CIVIL
JUDGE & JMFC, AT KRISHNARAJANAGAR.**

PRESENT: SMT.ASRINA.,B.A, LLB.
I ADDL. CIVIL JUDGE AND JMFC, KRISHNARAJANAGAR.

DATED THIS 18TH DAY OF JULY, 2026.

O.S.No.44/2022

BETWEEN

PLAINTIFFS	1. Shri.Shivannegowda S/o Kalasegowda Aged:51 years 2. Shri.Mahadeva S/o Kalasegowda Aged:48 years Both are R/at: Beechanahalli Koppalu village, Mirle Hobli, K.R.Nagar Town. (By Shri.B.S.M. Advocate)
DEFENDANTS	1. Shri.Thammegowda S/o Late.Ramegowda Aged:50 years 2. Shri.Mahadeva S/o Late.Ramegowda Aged:35 years 3. Shri.Suresh S/o Late.Ramegowda Aged:33 years Defendants No.1 to 3 are R/at: Beechanahalli Koppalu village,

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	Mirle Hobli, K.R.Nagar Town. 5. The Panchayath Development Officer Narachanahalli Grama Panchaythi Mirle Hobli K.R.Nagar Taluk (Defendants No.1 to 3 by: Shri.K.S.D. Adv) (Defendant No.4 by:Shri.G.L.D Advocate)
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Date of Institution of suit	28/01/2022		
Nature of suit	Suit for Declaration of title and Perpetual as well as mandatory Injunction.		
Date of recording of evidence	13/06/2023		
Date of Judgment	18/07/2026.		
Total duration	Years/s -04-	Month/s -05-	Day/s -21-

(SMT.ASRINA)
I ADDL. CIVIL JUDGE & JMFC.,
KRISHNARAJANAGAR.

J U D G M E N T

Plaintiffs have filed this suit as against the defendants seeking the relief of declaration of their title over the suit property, for a perpetual injunction to restrain the defendants from causing interference to the peaceful possession of the plaintiffs over the suit property, for an order of mandatory injunction directing the

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defendant No.4 to mutate the suit property to the name of the plaintiffs, for costs of the suit and for such other reliefs.

2. The Brief facts of plaintiff's case is as under:

It is the case of plaintiffs that they are the owners and possessors of the suit property and the same was purchased by the plaintiffs from the defendant No.1 and his father namely Mr.Ramegowda under the registered sale deed dated 08/05/2000 registered as a document No.219/2000-01. It is the case of the plaintiffs that ever since from the date of its purchase, the plaintiffs are in peaceful possession and enjoyment of the suit property as its absolute owners along with their family members. It is the case of the plaintiffs that due to their illiteracy, they did not mutate the suit property to their name. It is the case of the plaintiffs that by taking undue advantage of the same, the defendants have illegally obtained mutation of the suit property to their name. It is the case of the plaintiffs that therefore on 08/05/2019 the plaintiffs have issued the legal notice to the defendants calling upon them to mutate the suit property to their name on the basis of the registered sale deed dated 10/05/2000. It is the case of the plaintiffs that to the said notice, the defendant No.4 has issued a reply notice dated 30/05/2019 stating that since the khata of the suit property stands in the name of the defendants, it is not possible for him to mutate the suit property to the name of the plaintiffs. It is the case of the plaintiffs that they are in actual possession and enjoyment of the suit property

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as its absolute owner by regularly paying necessary tax to the government in respect of the suit property. It is the case of the plaintiffs that the defendants are not concerned with the suit property. It is the grievance of the plaintiffs that in spite of they being the owners of the suit property, the defendants No.1 to 3 have illegally obtained the mutation of the suit property to their name and the defendant No.4 has illegally refused to mutate the suit property to the name of the plaintiffs. Therefore the plaintiffs have contended that the acts of the defendants is highly illegal and high handed and the same is against the law. Therefore, the illegal acts of the defendants has to be checked by this court by granting the reliefs as sought for in the suit. If not the plaintiffs will suffer irreparable loss which cannot be compensated in terms of money. Therefore, having no other efficacious remedy the plaintiffs have approached this court by filing the above suit. According to the plaintiffs the above facts constituted cause of action to file the present suit and the immediate cause of action to file the above suit arose on 30/05/2019, the date on when the defendant No.4 has issued reply notice to the plaintiffs expressing his inability to mutate the suit property to the name of the plaintiffs. Hence, with the above plea the plaintiffs have prayed to decree the suit.

3. In pursuance to the summons issued by this court, the defendants have entered their appearance before this court through their respective counsels. The defendants No.1 to 3 have

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filed their detailed written statement resisting the claim of the plaintiffs and thereby the defendants No.1 to 3 have contested the suit. In spite of entering his appearance before this court through his counsel, the defendant No.4 did not contest this suit and rather, he remained as a mute spectator through out the proceedings.

4. The defendants No.1 to 3 have filed their written statement wherein they have denied the ownership and possession of the plaintiffs over the suit property. By denying rest of the plaintiff averments the above defendants have categorically contended that the suit property originally belonged to their father namely Mr.Ramegowda and the same was acquired by Mr.Ramegowda from the Government under the grant order. It is the contention of the above defendants that originally the suit property was a vacant site and by availing the Government benefits, the above defendants have constructed the suit house and they are in peaceful possession of the suit property. It is the contention of the above defendants that initially the junger number of the suit property was 234/196 and the same was recorded in the name of their father namely Mr.Ramegowda. It is the contention of the above defendants that subsequently the suit property was mutated to the name of the above defendants and E-khata is also issued to their name by assigning the property number as 152200300114200275 and junger number as 234. It is the contention of the above defendants that subsequently they have

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entered into partition and in the said partition the suit property was allotted to the share of the defendant No.3 herein. It is the contention of the above defendants that subsequently the defendant No.3 has demolished the old house and constructed a new RCC house in the suit property. It is the contention of the above defendants that even the khata of the suit property also stands in the name of the defendant No.3 herein. It is the specific contention of the above defendants that the registered sale deed dated 08/05/2000 is not a absolute sale deed and rather it was executed in favour of the plaintiffs only as a deed of exchange in respect of the properties in Sy.No.45 and 74 of Hullebore Kavalu village. It is the contention of the above defendants that since the properties exchanged were granted properties and since those properties could not be registered, only as a security for exchange of properties, the father of the defendants namely Mr.Ramegowda had executed the aforesaid sale deed dated 08/05/2000 as a deed of security. It is the contention of the above defendants that even the plaintiffs have also signed as consenting witnesses to the said deed of exchange (ವರ್ಗಾವಣೆ ಪತ್ರ). Therefore, it is the contention of the above defendants that the registered sale deed dated 08/05/2000 is not a absolute sale deed and rather it was only a deed of exchange. Therefore, the above defendants have contended that no right, title and interest over the suit property was conveyed on the plaintiffs on the basis of aforesaid sale deed dated 08/05/2000. It is the contention of the above defendants that since the plaintiffs herein had caused illegal interference to the

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peaceful possession of the defendant No.3 over the suit property, the defendant No.3 herein has filed a suit for permanent injunction as against the plaintiff herein in O.S.No.303/2019. It is the contention of the above defendants that it is only after filing of the said suit in O.S.No.303/2019, the plaintiffs have filed this false suit. It is the contention of the above defendants that since the plaintiffs are not in possession of the suit property, the question of causing interference to the plaintiffs does not arise at all. The above defendants have contended that with an intention to grab the suit property which is in exclusive possession and enjoyment of the defendants, the plaintiffs have filed the present false suit. Therefore, the above defendants have contended that by suppressing all the true and material facts the plaintiffs have filed the present false suit. The above defendants have contended that there is no cause of action to file the above suit and the alleged cause of action shown by the plaintiffs is false and fictitious. The plaintiffs have not approached this court with clean hands. The above suit being the false suit the above defendants have prayed to dismiss the suit by awarding the compensatory costs. Hence, with the above contentions, the defendants No.1 to 3 have prayed to dismiss the suit with costs.

5. On the basis above pleadings and rival contentions learned predecessor-in-office has framed the following issues:

1. Whether plaintiffs proves that they are the absolute owners in possession of the

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suit schedule property as alleged by them in their plaint?

2. Whether plaintiffs further proves interference from the defendant No. 1 and 2 as alleged by them in their plaint?
3. Whether plaintiffs are entitle for the relief of seeking directions against revenue authority as prayed for?
4. Whether plaintiffs are entitle for the relief of declaration and permanent injunction as prayed for?
5. What order or decree?

6. In order to establish the case of the plaintiffs, plaintiff No.1 has stepped into the witness box and examined himself as Pw.1 and got marked Exhibit P-1 to Ex.P-9 documents. In support of their case, the plaintiffs have also examined two independent witnesses as Pw.2 and Pw.3. On the other hand in order to nullify the claim of the plaintiffs and to prove their defence, the defendant No.3 has entered the witness box and examined himself as Dw.1 and got marked Exhibit D-1 to Ex.D-9 documents. In support of their case, the defendants have also examined two independent witnesses as Dw.2 and Dw.3. Thereafter the trial was concluded and the case was heard on merits.

7. Heard arguments.

8. On perusal of the pleadings, oral and documentary evidence

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placed before the court, my findings to the above issues are as hereunder:

- Issue No.1:** In the Affirmative.
- Issue No.2:** In the Affirmative.
- Issue No.3:** In the Negative.
- Issue No.4:** In the Affirmative.
- Issue No.5:** As per the final orders
for the following:

REASONS

9. ISSUE NO.1: Plaintiffs have filed the present suit for the relief of declaration of their title over the suit property and for perpetual injunction. In a suit for declaration of title it is incumbent on the part of the plaintiffs to prove that they have a valid title over the suit property and that their title to the suit property was denied by the defendants. Since the plaintiffs have also sought for the relief of perpetual injunction, it is also incumbent on the part of the plaintiffs to prove their possession over the suit property as on the date of the suit and to prove the alleged interference caused by the defendants to their peaceful possession and enjoyment over the suit property. Accordingly Issue No.1 was framed casting burden on the plaintiffs to prove their title and possession over the suit property.

10. In order to establish the case of the plaintiffs, plaintiff No.1 has stepped into the witness box and examined himself as Pw.1 and got marked Exhibit P-1 to Ex.P-9 documents. In support of their case, the plaintiffs have also examined two independent

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witnesses as Pw.2 and Pw.3. On the other hand, in order to nullify the claim of the plaintiffs and to prove their defence, the defendant No.3 has entered the witness box and examined himself as Dw.1 and got marked Exhibit D-1 to Ex.D-9 documents. In support of their case, the defendants have also examined two independent witnesses as Dw.2 and Dw.3. For better appreciation of evidence, the evidence placed on record by both the parties are taken up together for simultaneous discussion.

11. It is the case of the plaintiffs that originally the suit property belonged to the father of the defendants No.1 to 3 namely Mr.Ramegowda S/o Kempegowda. It is the case of the plaintiffs that subsequently on 08/05/2000 the defendants No.1 to 3 along with their father Mr.Ramegowda, they have together sold the suit property to the plaintiffs herein by executing the registered sale deed. It is the case of the plaintiffs that ever since from the date of its purchase, the plaintiffs are in peaceful possession and enjoyment of the suit property as its absolute owners. As such the plaintiffs have claimed themselves to be the absolute owners of the suit property.

12. The fact that the suit property originally belonged to and owned and possessed by the father of the defendants No.1 to 3 namely Mr.Ramegowda S/o Kempegowda is a undisputed fact. At un-numbered para No.1 of page No.4 of their written statement, the contesting defendants namely the defendants No.1 to 3 have categorically admitted that the father of the defendants No.1 to 3

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namely Mr.Ramegowda S/o Kempegowda was a owner and possessor of the suit property. The same is extracted below:

ಸದರಿ ದಾವಾ ಸ್ವತ್ತು ಮೂಲತಃ ಪ್ರತಿವಾದಿಗಳ ತಂದೆಯಾದ ರಾಮೇಗೌಡರವರಿಗೆ ಸುಮಾರು 40 ವರ್ಷಗಳ ಹಿಂದೆ ಸರ್ಕಾರದಿಂದ ಮಂಜೂರಾದ ಸ್ವತ್ತಾಗಿದ್ದು...

13. It is a settled law that suggestion is a case of adversary. Learned counsel for the defendants No.1 to 3 has cross-examined the Pw.1 and Pw.3 by admitting and acknowledging that the father of the defendants No.1 to 3 namely Mr.Ramegowda S/o Kempegowda was a owner and possessor of the suit property. The relevant portion of para No.3 and 13 of cross-examination of Pw.1 is extracted below:

3. ದಾವಾ ಸ್ವತ್ತು ಮೂಲತಃ ಆಶ್ರಯ ನಿವೇಶನ ಎಂದರೆ ಸರಿ. ಸದರಿ ನಿವೇಶನವು ಪ್ರತಿವಾದಿಯವರು ತಂದೆ ರಾಮೇಗೌಡರಿಗೆ ಮಂಜೂರಾಗಿತ್ತು ಎಂದರೆ ಸರಿ.

13. ದಾವಾ ಆಸ್ತಿಯನ್ನು ನಾನು ಖರೀದಿ ಮಾಡುವಾಗ ದಾವಾ ಆಸ್ತಿಯ ಖಾತೆಯು ಪ್ರತಿವಾದಿಯರ ತಂದೆಯಾದ ರಾಮೇಗೌಡರ ಹೆಸರಿನಲ್ಲಿತ್ತು... ದಾವಾ ಆಸ್ತಿ ಮಂಜೂರು ಆದ ದಿನದಿಂದ ತಮ್ಮ ಮರಣದವರೆಗೂ ದಾವಾ ಆಸ್ತಿಯು 1 ರಿಂದ 3 ನೇ ಪ್ರತಿವಾದಿಯರ ತಂದೆಯಾದ ರಾಮೇಗೌಡರ ಹೆಸರಿನಲ್ಲಿಯೇ ಇತ್ತು ಎಂದರೆ ಸಾಕ್ಷಿಯು ನನಗೆ ಗೊತ್ತಿಲ್ಲ ಎಂದು ನುಡಿದಿರುತ್ತಾರೆ.

14. The relevant portion of para No.3 of cross-examination of Pw.2 is extracted below:

3. ದಾವಾ ಆಸ್ತಿಯು ಸುಮಾರು 40-50 ವರ್ಷಗಳ ಹಿಂದೆ

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ಪ್ರತಿವಾದಿಯರ ತಂದೆಯಾದ ಸರ್ಕಾರದಿಂದ ರಾಮೇಗೌಡರಿಗೆ
ಮಂಜೂರು ಮಾಡಿದ ಆಸ್ತಿ ಎಂದರೆ ಸಾಕ್ಷಿಯು ನನಗೆ ಗೊತ್ತಿಲ್ಲ ಎಂದು
 ನುಡಿದಿರುತ್ತಾರೆ.

15. Further, Ex.P-6 is a certified copy of the demand register extract and Ex.P-7 is a certified copy of the assessment register extract. Ex.P-6 and Ex.P-7 are the undisputed documents and the same are marked in evidence without any objections from the defendants and their counsels. Ex.P-6 and Ex.P-7 being the undisputed as well as public documents, the same projects the name of father of the defendants No.1 to 3 namely Mr.Ramegowda S/o Kempegowda as a owner and possessor of the suit property. Ex.P-6 and Ex.P-7 being the undisputed as well as public documents, the same proves and establishes that the suit property was originally belonged to, owned and possessed by father of the defendants No.1 to 3 namely Mr.Ramegowda S/o Kempegowda.

16. Ex.P-9 is a notice dated 08/05/2019 issued by the plaintiffs to the defendants through their counsel. Ex.P-3(a) is a reply notice dated 21/05/2019 issued by the defendants No.1 to 3 through their counsel. Ex.P-8 is a reply notice dated 30/05/2019 issued by the defendant No.4. At para No.2 of page No.2 of Ex.P-3(a), the defendants No.1 to 3 have stated as under:

ನೋಟೀಸ್ ಷೆಡ್ಯೂಲ್ ಸ್ವತ್ತು ಲೇಟ್ ರಾಮೇಗೌಡ ಬಿನ್ ಕೆಂಪೇಗೌಡ
 ರವರಿಗೆ ಸೇರಿದ ಸ್ವತ್ತಾಗಿದ್ದು, ನನ್ನ ಕಕ್ಷಿದಾರರಾದ ತಮ್ಮೇಗೌಡ,
 ಮಹದೇವ, ಸುರೇಶ ರವರಿಗೆ ಪಿತ್ರಾರ್ಜಿತವಾದ ಹಾಗೂ ಒಟ್ಟು

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ಕುಟುಂಬದ ಸ್ವತ್ತಾಗಿರುತ್ತದೆ.

17. At para No.1 of Ex.P-8, the defendant No.4 has stated as under:

ಆದರೆ ಈ ಮೇಲ್ಕಂಡ ಸ್ವತ್ತು ಗ್ರಾಮ ಪಂಚಾಯಿತಿಯ ದಾಖಲೆ ಪ್ರಕಾರ ಲೇಟ್ ರಾಮೇಗೌಡ ಬಿನ್ ಕೆಂಪೇಗೌಡ ರವರ ಹೆಸರಿನಲ್ಲಿದ್ದು ಅವರು ಮರಣ ಹೊಂದಿದ ನಂತರ ಅವರ ಮಕ್ಕಳಾದ ತಮ್ಮೇಗೌಡ, ಮಹದೇವ ಹಾಗೂ ಸುರೇಶ ಎಂಬುವವರು ಗ್ರಾಮ ಪಂಚಾಯಿಗೆ ಪೌತಿ ಖಾತೆಯನ್ನು ತಮ್ಮಗಳ ಹೆಸರಿಗೆ ಜಂಟಿ ವರ್ಗಾವಣೆ ಮಾಡಿಕೊಡಬೇಕೆಂದು ಅರ್ಜಿ ಸಲ್ಲಿಸಿದ ಮೇರೆಗೆ ಸದರಿ ಸ್ವತ್ತನ್ನು ಜಂಟಿಯಾಗಿ ಮೂರು ಜನ ಮಕ್ಕಳ ಹೆಸರಿಗೆ ನಮೂನೆ 11 ಬಿಯನ್ನು ಈಗಾಗಲೇ ನೀಡಲಾಗಿದೆ.

18. Hence, on combined reading of the evidence placed on record by the parties coupled with the admissions made by the defendants proves and establishes that the suit property was originally belonged to, owned and possessed by father of the defendants No.1 to 3 namely Mr.Ramegowda S/o Kempegowda and that the father of the defendants No.1 to 3 namely Mr.Ramegowda S/o Kempegowda was a owner and possessor of the suit property.

19. Ex.P-1 is a original sale deed dated 08/05/2000 registered as a document No.219/2000-01. Ex.P-4 is its certified copy. Ex.P-1 is a undisputed document and the same is marked in evidence without any objections from the defendants and their counsels. Ex.P-1 being a undisputed as well as the registered document, the same proves and establishes that the father of the defendants

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No.1 to 3 namely Mr.Ramegowda along with the defendant No.1 herein as a executants and the defendants No.2 and 3 as a consenting witnesses, they have together sold the suit property to the plaintiffs herein for a valuable sale consideration. Further, Ex.P-1 being a undisputed as well as the registered document, the contents and recitals of Ex.P-1 sale deed also proves and establishes that even the possession of the suit property was also duly delivered and handed over to the plaintiffs herein and that the plaintiffs herein were put into possession of the suit property as on the date of execution of Ex.P-1 sale deed.

20. Ex.P-5 is a certified copy of the encumbrance certificate. Even the Ex.P-5 is a undisputed document and the same is marked in evidence without any objections from the defendants and their counsels. Ex.P-5 being a undisputed as well as a public document, the same proves and establishes the factum of alienation of the suit property by the defendants No.1 to 3 and their father in favour of the plaintiffs herein by executing the Ex.P-1 sale deed. The factum of purchase of the suit property by the plaintiffs under the Ex.P-1 sale deed is also evidenced from the entries made in the public document namely the Ex.P-5 encumbrance certificate.

21. Further, in order to prove the due execution of Ex.P-1 sale deed, the plaintiffs have also examined one of the attesting witnesses to the Ex.P-1 sale deed as Pw.2. The Pw.2 being the attesting witness to the Ex.P-1 sale deed, he has categorically

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deposed on oath about the due execution of Ex.P-1 sale deed by the defendants No.1 to 3 and their father Mr.Ramegowda in favour of the plaintiffs herein by receiving the sale consideration from the plaintiffs. Thereby, the Pw.2 being the attesting witness to the Ex.P-1 sale deed, he has deposed on oath about the due execution of Ex.P-1 sale deed by the defendants No.1 to 3 and their father Mr.Ramegowda in favour of the plaintiffs herein by receiving the sale consideration from the plaintiffs. Though learned counsel for the defendants has cross-examined the Pw.2 for a considerable length, but the testimony of the Pw.2 could not be discredited. Hence, on combined reading of the evidence placed on record by the plaintiffs coupled with the unshaken oral testimony of the attesting witness namely the Pw.2, the same proves and establishes the due execution of Ex.P-1 sale deed by the defendants No.1 to 3 and their father Mr.Ramegowda in favour of the plaintiffs herein by receiving the sale consideration from the plaintiffs.

22. Further, at page No.1 of Ex.P-1 sale deed, it is categorically stated that for the purpose of meeting out the marriage expenses of 3rd daughter of Mr.Ramegowda namely Smt.Mahadevamma, the suit property was sold to the plaintiffs herein. The same is extracted below:

ಸನ್ ಎರಡು ಸಾವಿರನೇ ಇಸವಿ ಮೇ ಮಾಹೆ ತಾರೀಖು ಎಂಟರಲ್ಲು
ಮೈಸೂರು ಜಿಲ್ಲೆ, ಕೆ.ಆರ್.ನಗರ ತಾಲ್ಲೂಕು, ಮಿರ್ಲೆ ಹೊಬಳಿ,
ಬೀಚನಹಳ್ಳಿ ಕೊಪ್ಪಲು ಗ್ರಾಮದಲ್ಲಿರುವ ಕಳಸೇಗೌಡರ ಮಕ್ಕಳು ಒಂದನೇ

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ಶಿವಣ್ಣೇಗೌಡ ಎರಡನೇ ಮಹದೇವ ಇವರುಗಳಿಗೆ ಡಿಟೋ ಬೀಚನಹಳ್ಳಿ ಕೊಪ್ಪಲು ಗ್ರಾಮದಲ್ಲಿರುವ ಲೇಟ್ ಕೆಂಪೇಗೌಡರ ಮಗ ರಾಮೇಗೌಡನು ಆದ ನಾನು ಮತ್ತು ನನ್ನ ಒಂದನೇ ಮಗ ತಮ್ಮೇಗೌಡ ಸಹ ಆದ ನಾವು ಎರಡು ಜನಗಳು ಸೇರಿ ಬರೆಸಿ ಕೊಟ್ಟ ನಾಡು ಹೆಂಚಿನ ಮನೆ ಶುದ್ಧಕ್ರಯಪತ್ರ ಏನೆಂದರೆ ನಮ್ಮ ದರದ್ದು ಉದ್ದೇಶವಾಗಿ ನನ್ನ ಮೂರನೇ ಮಗಳು ಮಹದೇವಮ್ಮನ ಲಗ್ನದ ಖರ್ಚಿಗೋಸ್ಕರವಾಗಿ ಈ ಕೆಳಗಣ ಷೆಡ್ಯೂಲ್ ನಲ್ಲಿ ನಮೂದಿಸುವ ಸ್ವತ್ತುನ್ನು ಈ ದಿವಸ ನಿಮಗೆ ಗೌರ್ನಮೆಂಟು (22,000) ಇಪ್ಪತ್ತೆರಡು ಸಾವಿರ ರೂಪಾಯಿಗಳಿಗೆ ಶುದ್ಧ ಕ್ರಯಕ್ಕೆ ವಳಪಡಿಸಿ...

23. The defendant No.3 was examined as Dw.1. At para No.1 of his cross-examination, the defendant No.3/Dw.1 has given the following admissions:

1. ನನ್ನ ತಂದೆ-ತಾಯಿಗೆ ನಾವು ಒಟ್ಟು 6 ಜನ ಮಕ್ಕಳು. ಅವರ ಹೆಸರು 1 ನೇ ಪ್ರತಿವಾದಿಯಾದ ತಮ್ಮೇಗೌಡ, 2 ನೇ ಪ್ರತಿವಾದಿಯಾದ ಮಹದೇವ, ಸುರೇಶನಾದ ನಾನು, ಲಕ್ಷ್ಮಮ್ಮ, ಭಾರತಮ್ಮ ಮತ್ತು ಮಹದೇವಮ್ಮ ಅಂತ ಇರುತ್ತದೆ. 2000 ನೇ ಇಸವಿಯಲ್ಲಿ ನಮಗೆ ಹಣಕಾಸಿನ ತೊಂದರೆ ಇದ್ದ ಕಾರಣ ತೀರ ಬಡತನವಿತ್ತು ಎಂದರೆ ಸರಿ. ದಿನಾಂಕ 08.05.2000 ರಂದು ನನ್ನ ತಂಗಿಯಾದ ಮಹದೇವಮ್ಮ ರವರ ವಿವಾಹವನ್ನು ಮಾಡಿಸಿರುತ್ತೇವೆ ಎಂದರೆ ಸರಿ.

24. Hence, on combined reading of aforesaid recitals of Ex.P-1 sale deed coupled with the above referred admission of the defendant No.3/Dw.1 proves and establishes that for the purpose of meeting out the marriage expenses of 3rd daughter of Mr.Ramegowda namely Smt.Mahadevamma, the suit property was sold to the plaintiffs herein. Further, the above referred admission of the defendant No.3/Dw.1 also proves and establishes that it is

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at the time of execution of Ex.P-1 sale deed itself, the marriage of Smt.Mahadevamma was held. Hence, all the above oral and documentary evidence proves and establishes that for the purpose of meeting out the marriage expenses of 3rd daughter of Mr.Ramegowda namely Smt.Mahadevamma, the suit property was sold to the plaintiffs herein.

25. Further, the defendants have examined two independent witnesses as Dw.2 and Dw.3. The Dw.3 being the witness examined by the defendants No.1 to 3, at para No.1 of his cross-examination, the Dw.3 has categorically admitted that for the purpose of meeting out the marriage expenses of 3rd daughter of Mr.Ramegowda namely Smt.Mahadevamma, the suit property was sold to the plaintiffs herein. The relevant portion of cross-examination of Dw-3 at para No.1 is extracted below:

1. ದಿನಾಂಕ 08.05.2000 ರಂದು ಆದ ದಾಖಲೆಯು ಮನೆಯ ಸಂಬಂಧ ಆದ ನೊಂದಾಯಿತ ದಾಖಲೆ ಆಗಿರುತ್ತದೆ. ತಮ್ಮ ತಂಗಿಯ ಮದುವೆಗೆ ಹಣದ ಅಗತ್ಯವಿದ್ದ ಕಾರಣ ಪ್ರತಿವಾದಿಯರು ತಮ್ಮ ಮನೆಯನ್ನು ವಾದಿಯರ ಹೆಸರಿಗೆ ನೋಂದಣಿ ಮಾಡಿಕೊಟ್ಟಿರುತ್ತಾರೆ.

26. The above admission given by the Dw.3 will also bind the defendants No.1 to 3 by virtue of Sec.20 of the Indian Evidence Act. Hence, the oral and documentary evidence placed on record proves and establishes that it is for the purpose of meeting out the marriage expenses of 3rd daughter of Mr.Ramegowda namely Smt.Mahadevamma, the suit property was sold to the plaintiffs herein.

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27. Further, though the defendants No.1 to 3 have contested this suit, but they have admitted the execution of Ex.P-1 sale deed. But the only contention of the defendants No.1 to 3 is that the Ex.P-1 sale deed was executed by them and their father only as a deed of exchange (ವರ್ಗಾ ವರ್ಗಿ ಪತ್ರ) and that the Ex.P-1 is not a regular sale deed. This is a precise defence set up by the defendants at last two paras of their written statement. The same is extracted below:

ಅಲ್ಲದೇ ಮುಂದುವರೆದು ಪ್ರತಿವಾದಿಗಳು ಹಾಗೂ ವಾದಿಯು 08/05/2000 ನೇ ಇಸವಿಯಲ್ಲಿ ಅಂದರೆ ತಾವು ಈಗಾಗಲೇ ಕ್ರಯದ ನೋಂದಣಿಯಂತೆ ಹಾಗೂ ಸ್ವಾಧೀನದಲ್ಲಿ ಇರುವುದಾಗಿ ಹೇಳಿರುವ ಸ್ವತ್ತನ್ನು ಹಾಗೂ ವಾದಿಯು ಬೇರೊಂದು ಸ್ವತ್ತನ್ನು ಅಂದರೆ ಹುಲ್ಲೇಬೋರೇ ಕಾವಲು ಗ್ರಾಮಕ್ಕೆ ಸೇರಿದ ಖುಷ್ಕಿ ಸರ್ವೆ ನಂ. 45 ಮತ್ತು 74 ರ ಜಮೀನುಗಳನ್ನು ಅದೇ ದಿನಾಂಕ ಅಂದರೆ 08/05/2000 ನೇ ಸಾಲಿನಲ್ಲಿ ವರ್ಗಾವರ್ಗಿ ಮಾಡಿಕೊಂಡಿದ್ದು, ಸದರಿ ವರ್ಗಾವರ್ಗಿ ಪತ್ರಕ್ಕೆ ವಾದಿಯು ಸಮ್ಮತಿ ರುಜು ಮಾಡಿದ್ದು, ಅಂತೆಯೇ ಪ್ರತಿವಾದಿಗಳು ದಾವಾಡ ಷೆಡ್ಯೂಲ್ ಸ್ವತ್ತಿನಲ್ಲಿಯೂ ವಾದಿಗಳು ಸರ್ವೆ ನಂಬರ್ ಜಮೀನುಗಳಲ್ಲಿಯೂ ವರ್ಗಾವರ್ಗಿಯಂತೆ ಸ್ವಾಧೀನಾನುಭವವನ್ನು ಹೊಂದಿರುತ್ತಾರೆ. ಸದರಿ ದಾವಾ ಷೆಡ್ಯೂಲ್ ಸ್ವತ್ತಿನ ಕಂದಾಯ ನೋಂದಣಿಯು, ನಂಬಿಕೆ ಕ್ರಯದ ನೋಂದಣಿ ಅಥವಾ ಸದರಿ ಸ್ವತ್ತುಗಳ ಸಂಪೂರ್ಣ ವರ್ಗಾವರ್ಗಿಯಾಗಿ ವ್ಯವಸ್ಥಿತವಾಗಿ ನಡೆದುಕೊಳ್ಳುವಂತೆ ಮಾಡಿಕೊಂಡ ಕ್ರಯದ ನೋಂದಣಿಯೇ ಹೊರತು ಕ್ರಯದ ಮಾರಾಟದ ಕಾನೂನುಬದ್ಧ ಹಕ್ಕಿನ ವರ್ಗಾವಣೆಯ ನೋಂದಣಿಯಾಗಿರುವುದಿಲ್ಲ.

ಕೇವಲ ವಾದಿ, ಪ್ರತಿವಾದಿಗಳ ನಡುವೆ ದಾವಾ ಸರ್ವೆ ನಂಬರ್ ಸ್ವತ್ತುಗಳನ್ನು ವರ್ಗಾವರ್ಗಿ ಮಾಡಿಕೊಳ್ಳುವ ಭದ್ರತೆಗಾಗಿ ಸದರಿ ವರ್ಗಾವರ್ಗಿ ಸ್ವತ್ತುಗಳು ಸರ್ಕಾರದಿಂದ ಮಂಜೂರಾದ ಸ್ವತ್ತಾಗಿದ್ದು, ಆ ಒಂದು ವೇಳೆಯಲ್ಲಿ ನೋಂದಣಿಯಾಗದ ಕಾರಣ ಸದರಿ ಸರ್ವೆ ನಂಬರ್

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ಸ್ವತುಗಳ ವರ್ಗಾವಣೆಯಾಗುವವರೆಗೂ ಭದ್ರತೆಗಾಗಿ ದಾವಾಸ್ವತುನ್ನು ಪ್ರತಿವಾದಿಗಳ ತಂದೆಯು ನೋಂದಣಿ ಮಾಡಿಕೊಟ್ಟಿದ್ದು, ಕೇವಲ ಪೇಪರ್ ನೋಂದಣಿಯೇ ಒರತು ಯಾವುದೇ ಕಾನೂನುಬದ್ಧ ಹಕ್ಕಿನ ವರ್ಗಾವಣೆಯಾಗಿರುವುದಿಲ್ಲ.

28. Whereas, at para No.17 of cross-examination of Pw.1, learned counsel for the defendants No.1 to 3 has cross-examined the Pw.1 by suggesting that the Ex.P-1 sale deed was executed only as a deed of security for the purpose of repaying the loan borrowed from the plaintiffs. So also learned counsel for the defendants No.1 to 3 has cross-examined the Pw.1 by suggesting that in spite of repaying the loan to the plaintiffs, the plaintiffs have not canceled the Ex.P-1 sale deed. The relevant portion of cross-examination of Pw.1 at para No.17 is extracted below:

17. ಸಾಲದ ಭದ್ರತೆಗಾಗಿ ಮಾತ್ರ ನಿಪಿ.1 ರ ಕ್ರಯಪತ್ರವನ್ನು ಮಾಡಿಸಿಕೊಂಡಿದ್ದು, ಪ್ರತಿವಾದಿಯರ ತಂದೆ ಎಂದಿಗೂ ಸಹ ದಾವಾ ಆಸ್ತಿಯನ್ನು ನನಗೆ ಮಾರಾಟ ಮಾಡಿರುವುದಿಲ್ಲ ಎಂದರೆ ಸರಿಯಲ್ಲ. ಪ್ರತಿವಾದಿಯರಿಗೆ ಕೊಟ್ಟ ಸಾಲವನ್ನು ಅವರು ನನಗೆ ಮರುಪಾವತಿ ಮಾಡಿದರೂ ಸಹ ನಿಪಿ.1 ರ ದಾಖಲೆಯನ್ನು ನಾನು ರದ್ದು ಪಡಿಸದೆ ಅದನ್ನು ದುರುಪಯೋಗಪಡಿಸಿಕೊಂಡು ಈ ಸುಳ್ಳು ದಾವೆಯನ್ನು ಹೂಡಿರುತ್ತೇನೆ ಎಂದರೆ ಸರಿಯಲ್ಲ.

29. Further, in his cross-examination at para No.1, the defendant No.3/Dw.1 has voluntarily deposed as under:

1. ಸಾಕ್ಷಿಯು ಮುಂದುವರೆದು ನಾವು ವಾದಿಯರಿಂದ ಕೇವಲ 22,000/- ರೂಪಾಯಿ ಸಾಲವನ್ನು ಮಾತ್ರ ಪಡೆದಿದ್ದು, ಸದರಿ ಸಾಲದ ಭದ್ರತೆಗಾಗಿ ಭದ್ರತಾ ದಾಖಲೆಯನ್ನು ವಾದಿಯರಿಗೆ

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ಬರೆದುಕೊಟ್ಟಿರುತ್ತೇವೆ ಎಂದು ನುಡಿದಿರುತ್ತಾರೆ.

30. Further, in his cross-examination at para No.3, the defendant No.3/Dw.1 has deposed as under:

3. ನಿಪಿ.1 ರ ದಾಖಲೆಗೆ 1 ರಿಂದ 3 ನೇ ಪ್ರತಿವಾದಿಯರು ಹಾಗೂ ನಿಮ್ಮ ತಂದೆ ಸಹಿ ಮಾಡಿರುತ್ತೀರಿ ಎಂದು ಸೂಚಿಸಿದ ಪ್ರಶ್ನೆಗೆ ಸಾಕ್ಷಿಯು ಸಾಲದ ಭದ್ರತೆಗಾಗಿ ಭದ್ರತಾ ದಾಖಲೆಯನ್ನು ಮಾಡಿಸಿಕೊಡುವುದಾಗಿ ಹೇಳಿ ವಾದಿಯು ನಿಪಿ.1 ರ ದಾಖಲೆಗೆ ನಮ್ಮ ಸಹಿಯನ್ನು ಪಡೆದಿರುತ್ತಾರೆ ಎಂದು ನುಡಿದಿರುತ್ತಾರೆ.

31. Though in the written statement the defendants No.1 to 3 have contended that the Ex.P-1 sale deed was executed by them and their father only as a deed of exchange (ವರ್ಗಾ ವರ್ಗಿ ಪತ್ರ) in respect of survey number properties, but in his cross-examination referred above the defendant No.3/Dw.1 has voluntarily deposed that the Ex.P-1 sale deed was executed by the defendants No.1 to 3 and their father only as a deed of security for the purpose of repaying the loan of Rs.22,000/- so borrowed by them from the plaintiffs.

32. Furthermore, the witness examined by the defendants No.1 to 3 namely the Dw.2 in his cross-examination at para No.1 he has deposed as under:

1) 1 ರಿಂದ 3 ನೇ ಪ್ರತಿವಾದಿಯರು ವಾದಿಯರಿಂದ ಸಾಲವನ್ನು ಪಡೆಯುವಾಗ ತಮ್ಮ ಮನೆಯನ್ನು ವಾದಿಯರಿಗೆ ಸಾಲದ ಭದ್ರತೆಗಾಗಿ ನೀಡಿದ್ದು, ಅದರ ಸಂಬಂಧ ನಾನು ವಾದಿ ಮತ್ತು ಪ್ರತಿವಾದಿಯರ ಮಧ್ಯೆ ನ್ಯಾಯ ಪಂಚಾಯಿತಿಗೆ ಮಾಡಿರುತ್ತೇನೆ.

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33. It is significant to note here that, though in the written statement the defendants No.1 to 3 have contended that the Ex.P-1 sale deed was executed by them and their father only as a deed of exchange (ವರ್ಗಾ ವರ್ಗಿ ಪತ್ರ) in respect of survey number properties, but in their cross-examination referred above the defendant No.3/Dw.1 as well as the Dw.2 have deposed that the Ex.P-1 sale deed was executed by the defendants No.1 to 3 and their father only as a deed of security for the purpose of repaying the loan so borrowed by the defendants from the plaintiffs. Even during the course of cross-examination of Pw.1 learned counsel for the defendants No.1 to 3 has cross-examined the Pw.1 by suggesting that the Ex.P-1 sale deed was executed by the defendants and their father only as a deed of security for the purpose of repaying the loan borrowed from the plaintiffs. Hence, there is total contradiction in the pleadings and evidence of the defendants No.1 to 3 regarding the defence set up by them regarding the execution of Ex.P-1 sale deed. In one stretch in their written statement the defendants No.1 to 3 have pleaded that the Ex.P-1 sale deed was executed by them and their father only as a deed of exchange (ವರ್ಗಾ ವರ್ಗಿ ಪತ್ರ) and in another stretch the very same defendants No.1 to 3 have led the contrary evidence by contending that the Ex.P-1 sale deed was executed by them and their father only as a deed of security for the purpose of repaying the loan borrowed from the plaintiffs. Hence, when the pleadings and evidence of the defendants are contrary to each other, this court is not at all inclined to accept the bald defence set up by the

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defendants. Therefore, the defence set up by the defendants No.1 to 3 in their written statement that the Ex.P-1 sale deed was executed by them and their father only as a deed of exchange (ವರ್ಗಾ ವರ್ಗಿ ಪತ್ರ) as well as the defence set up by the defendants No.1 to 3 in their evidence that the Ex.P-1 sale deed was executed only as a deed of security for the purpose of repaying the loan borrowed from the plaintiffs needs to be rejected out-rightly.

34. Further, though the defendants have contended that the Ex.P-1 sale deed was executed by them and their father only as a deed of exchange (ವರ್ಗಾ ವರ್ಗಿ ಪತ್ರ) in respect of the landed properties bearing Sy.No.45 and 74 and that the plaintiffs have signed as consenting witnesses to the other deed of exchange, but the defendants No.1 to 3 have failed to prove the same. The defendants No.1 to 3 have not produced any deed of exchange (ವರ್ಗಾ ವರ್ಗಿ ಪತ್ರ) in respect of the landed properties bearing Sy.No.45 and 74, reference of which is given in their written statement. Therefore, even on this ground also the defence set up by the defendants No.1 to 3 in their written statement that the Ex.P-1 sale deed was executed by them and their father only as a deed of exchange (ವರ್ಗಾ ವರ್ಗಿ ಪತ್ರ) needs to be rejected out-rightly.

35. The Ex.P-1 being a registered sale deed, the contents and the recitals of Ex.P-1 document is clear and unambiguous. Ex.P-1 being a registered and unambiguous document, the same proves and establishes that for the purpose of meeting out the marriage expenses of 3rd daughter of Mr.Ramegowda namely

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Smt.Mahadevamma, the father of the defendants No.1 to 3 namely Mr.Ramegowda along with the defendant No.1 herein as a executants and the defendants No.2 and 3 as a consenting witnesses, they have together sold the suit property to the plaintiffs herein for a valuable sale consideration. Therefore, when the contents and the recitals of Ex.P-1 document is clear and unambiguous, by virtue of Sec.91 to Sec.94 of the Indian Evidence Act, the defendants No.1 to 3 are absolutely estopped from otherwise interpreting the contents of Ex.P-1 document either by contending that the Ex.P-1 is a deed of exchange or by contending that the Ex.P-1 is a deed of security.

36. Ex.P-8 being a reply notice issued by the defendant No.4, it is stated as under:

ಆದರೆ ಈ ಮೇಲ್ಕಂಡ ಸ್ವತ್ತು ಗ್ರಾಮ ಪಂಚಾಯಿತಿಯ ದಾಖಲೆ ಪ್ರಕಾರ ಲೇಟ್ ರಾಮೇಗೌಡ ಬಿನ್ ಕೆಂಪೇಗೌಡ ರವರ ಹೆಸರಿನಲ್ಲಿದ್ದು ಅವರು ಮರಣ ಹೊಂದಿದ ನಂತರ ಅವರ ಮಕ್ಕಳಾದ ತಮ್ಮೇಗೌಡ, ಮಹದೇವ ಹಾಗೂ ಸುರೇಶ ಎಂಬುವವರು ಗ್ರಾಮ ಪಂಚಾಯಿತಿಗೆ ಪೌತಿ ಖಾತೆಯನ್ನು ತಮ್ಮಗಳ ಹೆಸರಿಗೆ ಜಂಟಿಯಾಗಿ ವರ್ಗಾವಣೆ ಮಾಡಿಕೊಡಬೇಕೆಂದು ಅರ್ಜಿ ಸಲ್ಲಿಸಿದ ಮೇರೆಗೆ ಸದರಿ ಸ್ವತ್ತನ್ನು ಜಂಟಿಯಾಗಿ ಮೂರು ಜನ ಮಕ್ಕಳ ಹೆಸರಿಗೆ ನಮೂನೆ 11 ಬಿ ಯನ್ನು ಈಗಾಗಲೇ ನೀಡಲಾಗಿದೆ.

37. The defendant No.4 being a custodian of the public records in respect of the suit property, in his Ex.P-8 reply notice the defendant No.4 has categorically stated that initially the suit property stood in the name of father of the defendants No.1 to 3 namely Mr.Ramegowda and after the death of Mr.Ramegowda, the

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suit property was transferred to the name of the defendants No.1 to 3 herein on the basis of inheritance (ಪೌತಿ ಖಾತೆ).

38. Ex.D-2 and Ex.D-8 are the Form No.11-B in respect of the suit property. The column under the title ಸ್ವತ್ತಿನ ಸ್ವಾಧೀನತೆ ರೀತಿ in the Ex.D-2/Ex.D-8 document proves and establishes that it is on the basis of inheritance (ಪೌತಿ ಖಾತೆ) the suit property was transferred to the name of the defendants No.1 to 3 herein. That apart, even in their written statement, the defendants No.1 to 3 have categorically admitted that it is on the basis of inheritance (ಪೌತಿ ಖಾತೆ) the suit property was transferred to their names. But, since during his lifetime itself Mr.Ramegowda S/o Kempegowda has sold the suit property in favour of the plaintiffs under the Ex.P-1 sale deed, the suit property was not available for inheritance to the defendants No.1 to 3. Therefore, the very mutation of the suit property to the names of the defendants No.1 to 3 on the basis of inheritance (ಪೌತಿ ಖಾತೆ) is bad under law.

39. Further, though the defendants No.1 to 3 have produced the Ex.D-3 to Ex.D-6 documents, but the same are not pertaining to the suit property. Rather, it is only a water tax paid receipts. Further, the Ex.D-7 being a electricity bill, even the same also does not speaks as to Ex.D-7 is in respect of which property. Ex.D-9 is a certified copy of the registered mortgage deed dated 05/03/1984 in respect of non-suit property. But, there is no pleadings in respect of the Ex.D-9 document. So also no oral evidence is led by the defendants on Ex.D-9 document. It is a

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settled law that evidence cannot travel beyond the pleadings and that the evidence without pleadings has no sanctity in the eye of law. Therefore, the Ex.D-9 document cannot be relied on. Therefore, Ex.D-3 to Ex.D-7 and Ex.D-9 documents are no use for the defendants No.1 to 3 to substantiate their defence.

40. As held above, it is proved that under the Ex.P-1 sale deed the father of the defendants No.1 to 3 namely Mr.Ramegowda along with the defendant No.1 herein as a executants and the defendants No.2 and 3 as a consenting witnesses, they have together sold the suit property to the plaintiffs herein for a valuable sale consideration. So also it is proved that even the possession of the suit property was also duly delivered and handed over to the plaintiffs herein and that the plaintiffs herein were put into possession of the suit property as on the date of execution of Ex.P-1 sale deed. Hence, it is proved that the plaintiffs have acquired the title and possession over the suit property under the Ex.P-1 sale deed. After the execution of registered instruments, it is the duty of the revenue/panchayath authorities to carry out necessary mutation proceedings for the purpose of transferring the property to the purchaser so acquired by him under the registered sale deed. Just because the revenue/panchayath authorities have not done their part of duty in transferring the suit property to the name of the plaintiffs on the basis of Ex.P-1 sale deed, the same will not take away the right and title of the plaintiffs acquired by them under the Ex.P-1 registered sale deed. So also mere mutation of the suit property to

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the name of the defendants No.1 to 3 herein on the basis of inheritance (ಪೌತಿ ಖಾತೆ) will also not take away the right, title and interest of the plaintiffs over the suit property which was acquired by them under the Ex.P-1 registered sale deed. Moreover, it is a settled law that the revenue documents are not the documents of title. Therefore, just because the defendants No.1 to 3 have obtained the mutation of the suit property on the basis of inheritance (ಪೌತಿ ಖಾತೆ), the same will not negate the title of the plaintiffs over the suit property. Moreover, since during his lifetime itself Mr.Ramegowda S/o Kempegowda has already sold the suit property to the plaintiffs under the Ex.P-1 sale deed, the suit property is not available for the defendants No.1 to 3 for inheritance. Therefore, the very mutation of the suit property to the names of the defendants No.1 to 3 on the basis of inheritance (ಪೌತಿ ಖಾತೆ) is bad under law, as the suit property was already disposed off by Mr.Ramegowda in favour of the plaintiffs under the Ex.P-1 sale deed. Hence, such being the case, mere stray entries of names of the defendants No.1 to 3 in the revenue records of the suit property will not cast or create any cloud on the title of the plaintiffs over the suit property.

41. Though the defendants have contended that they are the owners of the suit property, but the defendants have failed to prove the same. Further, though the defendants have contended that it is them who have built the suit house, but the defendants have not produced any evidence to prove the same. Mere stray

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sentences deposed by the plaintiff No.1 in his cross-examination is not sufficient to consider the defense of the defendants No.1 to 3. On the other hand, the Ex.P-1 being a registered sale deed, the same proves and establishes that the plaintiffs have acquired the title and possession over the suit property and that even the suit house was also a subject matter of the Ex.P-1 sale deed. The plaintiffs have produced the better documents to establish their title over the suit property. Hence, when the title of the plaintiffs over the suit property is established, the principle that the possession follows title applies to the case on hand and it has to be held that the plaintiffs are the owners and possessors of the suit property. Since the plaintiffs are proved to be the owners of the suit property, even the possession of the suit property also follows with title. Accordingly, I conclude that the plaintiffs have successfully proved their title and possession over the suit property.

42. The evidence placed on record by the plaintiffs clearly proves and establishes the title and possession of the plaintiffs over the suit property. The plaintiffs have successfully discharged their burden and thereby the plaintiffs have successfully established their title and possession over the suit property. Accordingly I hold that the plaintiffs have successfully proved their title and possession over the suit property. **Accordingly, I answer Issue No.1 in the Affirmative.**

43. ISSUES NO.2: The plaintiffs have filed the present suit by

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alleging that the defendants have caused illegal interference to their peaceful possession over the suit property. On the other hand, the defendants have contested the suit by denying the title and possession of the plaintiffs over the suit property. Denial of title and possession of the plaintiffs itself is sufficient to hold that the defendants have caused illegal interference to the peaceful possession of the plaintiffs over the suit property.

44. Further, the defendants No.1 to 3 have contested the suit by claiming themselves as a owners and possessors of the suit property. But the defendants have failed to prove either their ownership or possession over the suit property. On the other hand the plaintiffs have successfully proved their title and possession over the suit property. When without having any rights over the suit property the defendants No.1 to 3 have claimed themselves as a owners and possessors of the suit property, then the past and future invasion by the defendants No.1 to 3 to the peaceful possession and enjoyment of the plaintiffs over the suit property cannot be ruled out. Accordingly for what has been discussed above, I answer **Issue No.2 in the Affirmative.**

45. ISSUES NO.3 AND 4: Since the discussion on these two Issues are interconnected, in order to avoid repetition, the above Issues are taken up together for a common discussion.

46. In this suit the plaintiffs have sought for three distinct reliefs. The first relief sought is for declaration of their title over the suit

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property. As held in Issue No.1, the plaintiffs have successfully proved their title over the suit property. On the other hand, the defendants No.1 to 3 have contested this suit by denying the title of the plaintiffs over the suit property. When it is proved that the plaintiffs are the owners of the suit property and the defendants No.1 to 3 have denied their title, this court do not find any reason to deny the relief of declaration of title of the plaintiffs over the suit property. Accordingly, I hold that the plaintiffs are very much entitled for the relief of declaration of their title.

47. As held in issue No.1, the plaintiffs have successfully proved their possession over the suit property. As held in Issue No.2, the interference on the part of the defendants is also held to be proved. When the key ingredients for grant of perpetual injunction are made out by the plaintiffs, this court does not find any reason to deny the most equitable relief of perpetual injunction to the plaintiffs. When the plaintiffs have successfully established their possession over the suit property, then mere apprehension of interference in the mind of the plaintiffs itself is suffice to grant the relief of Perpetual injunction. This view of this court receives support from the decision of the Honourable High court of Karnataka reported in **1991(1) KLJ 536 in the case of SMT.LAXMAMMA VS M.P KRISHNAPPA & OTHERS** wherein at **Para 3 it is held that:**

“Once the court finds that the plaintiffs is in possession, there should not be any hesitation on the part of the court to grant injunction. An

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aggrieved person comes to the court complaining of the interference of the defendants, may be at a particular point of time the defendants has not caused interference, but once the fear stands heavily in the mind of the aggrieved person, there shall be no difficulty for the court to grant injunction, especially when it found that, that particular aggrieved person is in possession. The fact that the plaintiffs is in possession of the property has not been disputed. Hence it is the fit case to grant the injunction”.

48. Further, in a decision reported in **(1998) 5 KLJ Page 168 in the case of Romeo M.F Aquinas Vs Florina Mothias** wherein at para 5 it is held that:

“For a man to live in peace he resorts to court and seeks an order of injunction. When the defendants admits the claim of the plaintiffs nobody will be prejudiced by granting the decree for injunction. After all at the best may be the security that is granted by the court to the plaintiffs. If there is going to be no interference, the defendants is not prejudiced and passing such an order is not going to affect the defendants at all. Once the matter has been seized by the court, it is for the court to grant the relief, the parties desire to get and when the relief is available on the basis of averments made in the plaint and grantable on the basis of the written statement, there can be no impediment for granting such relief at all.”

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49. In the instant case the possession of the plaintiffs over the suit property is held to be proved. Apprehending that the defendants may cause interference in future, the plaintiffs have filed the present suit. When the plaintiffs have established their possession over the suit property, then mere apprehension of future invasion in the mind of the plaintiffs is sufficient to grant the relief of perpetual injunction. Further, admittedly the defendants have no manner of rights over the suit property. Admittedly the suit property belongs to the plaintiffs. Since the defendants have no manner of rights over the suit property, preventing the defendants from causing interference to the peaceful possession of the plaintiffs over the suit property will not cause any hardship to the defendants. Accordingly, I hold that the plaintiffs are also entitled to the most equitable relief of perpetual injunction.

50. By way of mandatory injunction, the plaintiffs have sought for an order to direct the defendant No.4 to transfer the khata of the suit property to their name. But, the civil courts have no jurisdiction to pass an order directing the revenue/Municipal/panchayath authorities to change the khata of the properties. However, based on this judgment declaring the plaintiffs as a owners, the plaintiffs can approach the revenue/Municipal/panchayath authorities seeking change the khata of the suit property to their names. Accordingly for what

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has been discussed above, I answer **Issue No.3 in the Negative and the Issue No.4 in the Affirmative.**

51. ISSUE NO.5: In view of my foregoing discussions and findings on Issues No.1 to 4, I proceed to pass the following:

ORDER

The suit of the plaintiffs is partly decreed with costs.

It is declared that the plaintiffs are the absolute owners of the suit property.

By an order of permanent prohibitory injunction, the defendants or anybody claiming through or under them are hereby restrained from interfering in the peaceful possession and enjoyment of the plaintiffs over the suit property.

The suit in respect of relief of mandatory injunction stands dismissed.

Pending Interim applications if any, the same are disposed off accordingly.

Draw decree accordingly.

(Dictated to the Stenographer, typed by her, and the transcript revised and corrected by me and then pronounced in the open court on this **18th day of July 2026**).

(SMT.ASRINA)
I ADDL. CIVIL JUDGE & JMFC.,
KRISHNARAJANAGAR.

**ANNEXTURE****List of Witnesses examined on behalf of the plaintiffs**

PW-1: Shri.Shivannegowda S/o Kalasegowda.
PW-2: Shri.Kalegowda S/o Late.Kalasegowda.
PW-1: Shri.Nagegowda S/o Late.Ningegowda.

List of Documents marked on behalf of the plaintiffs

Ex.P-1: Original Registered sale deed dated 08/05/2000.
Ex.P-2: Photograph.
Ex.P-3: C.D.
Ex.P-3(a): Reply notice dated 21/05/2019.
Ex.P-4: Certified copy of registered sale deed dated 08/05/2000.
Ex.P-5: Encumbrance certificate.
Ex.P-6: Certified copy of Demand register extract.
Ex.P-7: Certified copy of Assessment register extract.
Ex.P-8: Reply notice dated 30/05/2019.
Ex.P-9: Legal notice dated 08/09/2019.

List of Witnesses examined on behalf of the Defendants

DW-1: Shri.Suresh S/o Late.Ramegowda.
DW-2: Shri.Kalasegowda S/o Late.Karigowda.
DW-3: Shri.Eregowda S/o Late.Karigowda.

List of Documents marked on behalf of the Defendants

Ex.D-1: Certified copy of order sheet in O.S.No.303/2019.
Ex.D-2: Certified copy of Form No.11B.
Ex.D-3 to 6: Certified copies of tax paid receipt.
Ex.D-7: Certified copy of Electric city bill.

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Ex.D-8: Certified copy of Form No.11B.

Ex.D-9: Certified copy of Mortgage deed.

(SMT.ASRINA)
I ADDL. CIVIL JUDGE & JMFC.,
KRISHNARAJANAGAR.