

**KAMS610003972023**



**IN THE COURT OF THE PRL.CIVIL JUDGE AND JMFC.,  
AT PERIYAPATNA.**

**:- P R E S E N T :-**

Sri.YOGESHA M.R.,BA.LLB.,  
PRL.CIVIL JUDGE AND JMFC.,  
PERIYAPATNA.

*Dated this the **15<sup>th</sup> day of APRIL, 2026.***  
**OS.No.83/2023**

PLAINTIFF/S : Puttathayamma, 65 yrs,  
W/o Mahadeva,  
R/at Thirumalapura Village,  
Periyapatna Taluk.  
*(Represented by Sri.**NK.**, Adv )*

**V/s**

DEFENDANT/S : Mahadevamma, 50 yrs,  
W/o late Mohana,  
R/at Thirumalapura Village,  
Periyapatna Taluk.  
*(Represented by Sri.**KDS.**, Adv)*

Date of Institution of Suit : **03.03.2023**  
Nature of Suit : **PERMANENT INJUNCTION**  
Date of commencement of trial : **03.11.2023**  
Date on which the Judgment : **15.04.2026**  
was pronounced  
Duration of Suit : **YEAR/S MONTH/S DAY/S**  
**03 01 13**

**( YOGESHA M.R )**  
PRL.CIVIL JUDGE AND JMFC.,  
PERIYAPATNA.

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

*The plaintiff has filed the present suit against the defendant for the relief of Permanent Injunction in respect of the suit schedule property.*

**2. The brief facts of the plaintiff's case is as under;**

**(a).** The plaintiff is in possession and enjoyment of the suit schedule property and the same was granted to the plaintiff from the government. The revenue records in respect of the suit schedule property was mutated in the name of the

plaintiff. The defendant is not having any right and title over the suit schedule property at any point of time. When such being the fact, the defendant for about 2 days back, trying to interfere with the suit schedule property. *Hence, this suit.*

**3.** After institution of the suit, the summons was issued to the defendant. The defendant appeared through her counsel and filed the written statement by denying the averments of plaint and prayed to dismiss the suit with exemplary cost.

**4. The sum and substance of written statement of defendant as under;**

**(a).** The plaintiff is having land bearing Sy.No.18 measuring 1 acre 20 guntas. The plaintiff has encroached the 0-05 guntas of Karab land and the defendant has to pass through the said Karab land to reach his property from the main road. In this regard, the defendant given application before the Deputy Tahasildhar and the Deputy Tahasildhar

directed the surveyor to mark the land for road by installing band stone. But, the plaintiff has removed the same.

**(b).** The land bearing Sy.No.18 totally measuring 1 acre 20 guntas. Towards the Eastern side, the land of Puttathayamma is situated and the same is measuring 4 guntas. The land bearing Sy.No.18 totally measuring 9 acre 22 guntas. Out of which, 5 acre 12 guntas belongs to government. Further, 0-20 guntas and 0-05 guntas belongs to defendant and 1 acre 10 guntas belongs to the sister of the plaintiff. The plaintiff by encroaching the 5 acre 12 guntas of government land, trying to interfere with the aforesaid property. *Hence, prayed to dismiss the suit with exemplary cost.*

**5.** On the basis of the above pleadings, this court has framed the following issues;

**:- I S S U E S :-**

1. *Whether the plaintiff proves that, she is in possession and enjoyment of the suit schedule property as on the date of filing of the suit ?*
2. *Whether the plaintiff further proves that, alleged interference by the defendant ?*
3. *Whether the plaintiff is entitled for the reliefs as sought in the plaint ?*
4. *What decree or order ?*

6. To substantiate the case, the plaintiff examined herself as PW.1 and adduced as many as 10 documents as per Ex.P1 to Ex.P10. On the other hand, the defendant examined herself as DW.1 and adduced as many as 6 documents as per Ex.D1 to D6 and also examined two more witnesses by name Manjula and Ganesha as DW.2 and DW3.

7. Heard the arguments from both sides and perused the material available on record.

8. On the basis of oral and documentary evidence put forth by the parties to the suit and arguments advanced by both the counsels, this court findings to the above issues are as under;

ISSUE NO.1 : **AFFIRMATIVE**

ISSUE NO.2 : **AFFIRMATIVE**

ISSUE NO.3 : **AFFIRMATIVE**

ISSUE NO.4 : As per the final order

for the following;

**:- R E A S O N S :-**

**ISSUE No.1 & 2 :-**

9. As these issues are interrelated to each other, they are taken up together in order to avoid the repetition of facts and for better appreciation of the evidence.

10. The case of the plaintiff's is that, the plaintiff is in possession and enjoyment of the suit schedule property. However, the defendant without any right and title trying to interfere with the possession of the plaintiff's over the suit schedule property.

**11.** In order to prove the case, the plaintiff examined himself as PW.1 and adduced as many as 10 documents as per Ex.P1 to P10. Ex.P1 Certified copy of Grant Certificate Dated 23.04.1998; Ex.P2 RTC Extract in respect of Sy.No.18/P3; Ex.P3 Certified copy of RTC Extract in respect of Sy.No.18/p3. Ex.P4 Certified copy of RTC Extract in respect of Sy.No.18; Ex.P5 Encumbrance certificate; Ex.P6 MR.No.T20/2019-2020; Ex.P7 to 10 Four Tax paid receipts.

**12.** On the other hand, the defendant contended that, the plaintiff is having land bearing Sy.No.18 measuring 1 acre 20 guntas. The plaintiff has encroached the 0-05 guntas of Karab land and the defendant has to pass through the said Karab land to reach his property from the main road. In this regard, the defendant given application before the Deputy Tahasildhar and the Deputy Tahasildhar directed the surveyor to mark the land for road by installing band stone. But, the plaintiff has removed the same. The land bearing Sy.No.18 totally measuring 1 acre 20 guntas. Towards the

Eastern side, the land of Puttathayamma is situated and the same is measuring 4 guntas. The land bearing Sy.No.18 totally measuring 9 acre 22 guntas. Out of which, 5 acre 12 guntas belongs to government. Further, 0-20 guntas and 0-05 guntas belongs to defendant and 1 acre 10 guntas belongs to the sister of the plaintiff. The plaintiff by encroaching the 5 acre 12 guntas of government land, trying to interfere with the aforesaid property.

**13.** The defendant adduced as many as 6 documents as per Ex.D1 to D6. Ex.D1 RTC Extract in respect of Sy.No.18; Ex.D2 RTC Extract in respect of Sy.No.17; Ex.D3 RTC Extract in respect of Sy.No.17; Ex.D4 Grant certificate Dated 29.04.2003; Ex.D5 Letter Dated 24.02.2023; Ex.D6 Letter Dated 19.02.2022.

**14.** The burden of proving this issues is on the plaintiff. The plaintiff instituted this suit against the defendant for permanent injunction restraining the defendant from interfering with the suit schedule property. Particularly

granting of injunction is contemplated U/sec.38 of Specific Relief Act coupled with Sec.41 of Specific Relief Act. In a suit for injunction, the party has to establish her lawful possession over the suit schedule property as on the date of filing of the suit.

**15.** So, in this background it would be proper to discuss the issue for consideration. As per the plaintiff's case, she is in possession of the suit schedule property and though the defendant has no right over the same, causing interference to her peaceful possession over the schedule property. Since the defendant has denied the possession over the schedule property, the burden is upon the plaintiff to establish the said fact.

**16.** It is worth to note that, Ex.P1 is the Certified copy of the Grant Certificate Dated 23.04.1998. As per the Ex.P1, the land bearing Sy.No.18 measuring 1 acre 20 guntas was granted to the plaintiff on 23.04.1998. The Ex.P3 is the Manual RTC Extract in respect of the suit schedule property,

which is standing in the name of the plaintiff. Further, as per the MR.No.T20/2019-2020(Ex.P6), the Katha of the suit schedule property was mutated in the name of the plaintiff. The Ex.P2 is the RTC Extract in respect of the suit schedule property for the year 2019-2020, which is standing in the name of the plaintiff. At present, the suit schedule property is standing in the name of the plaintiff. The Ex.P7 to 10 are the Tax paid receipts in respect of the suit schedule property.

**17.** The Ex.D4 is the Grant certificate Dated 29.04.2003. As per the Ex.D4, the land bearing Sy.No.17 measuring 1 acre 22 guntas was granted to the defendant and Mohana. The Ex.D2 & 3 are the RTC Extract in respect of the Sy.No.17 totally measuring 13 acre 38 guntas, out of which 1 acre 22 guntas is standing in the name of the defendant. The Ex.D1 is the RTC Extract in respect of the land bearing Sy.No.18 totally measuring 9 acre 22 guntas(including 0-05 guntas of Karab land), out of which 5 acre 12 guntas is standing in the name of the government, 0-20 guntas is

standing in the name of the defendant and 1 acre 20 guntas is standing in the name of the plaintiff.

**18.** The defendant contended that, the plaintiff has encroached the 0-05 guntas of karab land and the defendant has to pass through the said land to reach out her property. The Ex.D5 & 6 are the Letter Dated 24.02.2023 and 19.02.2022, stating that, the Land surveyor to survey the land bearing Sy.No.17 and 18 in order to mark the road. Except the same, there is nothing on record to show that, the plaintiff has encroached the aforesaid 0-05 guntas of Karab land. Further, the defendant also not adduced any sketch or photos or CD to show that, the plaintiff has encroached the said Karab land and the defendant has to pass through the said land to reach out her property.

**19.** At this stage, it is necessary to extract some portion of the cross of the DW.1 and DW.2. The DW.1 in her cross examination deposed that;

"ಪುಟ್ಟತಾಯಮ್ಮ ರವರಿಗೆ ಸ.ನಂ.18/3 ರಲ್ಲಿ 1 ಎಕರೆ 20 ಗುಂಟೆ ಜಮೀನು ಇದೆ ಎಂದರೆ ಸರಿ."

"ದಾವಾ ಚಕ್ಕುಬಂದಿಯಲ್ಲಿ 1 ಎಕರೆ 20 ಗುಂಟೆ ಜಮೀನು ಪುಟ್ಟತಾಯಮ್ಮ ನವರ ಹೆಸರಿನಲ್ಲಿ ಇದೆ ಎಂದರೆ ಸರಿ."

"ನೀವು ಸ.ನಂ.18ರಲ್ಲಿ 1 ಎಕರೆ 20 ಗುಂಟೆ ಜಮೀನು ಇದ್ದು, ಅದಕ್ಕೆ ಹೋಗಲು ತೊಂದರೆ ಆಗುತ್ತಿದೆ ಎಂದು ನಿಮ್ಮ ವಕೀಲರಿಗೆ ಹೇಳಿದ್ದೀರಾ ಎಂದರೆ, ಸ.ನಂ.18ಕ್ಕೆ ನನಗೆ ಯಾವುದೇ ತೊಂದರೆ ಇಲ್ಲ."

"ವಾದಿಗೆ 1 ಎಕರೆ 20 ಗುಂಟೆ ಬಿಟ್ಟರೆ ಬೇರೆ ಜಮೀನು ಇಲ್ಲ ಎಂದರೆ ಸರಿ"

**20.** The DW.1 in her cross-examination admitted that, she is having 1 acre 20 guntas of land in Sy.No.18 and further deposed that, there is no interference over the land bearing Sy.No.18. The DW.1 admitted that, the suit schedule property was granted to the plaintiff.

**21.** The DW.2 in his cross-examination deposed that;

"ಪುಟ್ಟತಾಯಮ್ಮನಿಗೆ 1 ಎಕರೆ 20 ಗುಂಟೆ ಜಮೀನು ಇದೆ ಎಂದರೆ ಸರಿ. ಸದರಿ ಜಮೀನಿನಲ್ಲಿ ಅವರು ವ್ಯವಸಾಯ ಮಾಡಿಕೊಂಡಿದ್ದಾರೆ ಎಂದರೆ ಸರಿ. ಅವರ ಜಮೀನಿನ ಪೂರ್ವಕ್ಕೆ: ರುದ್ರಪ್ಪ, ಪಶ್ಚಿಮಕ್ಕೆ ಹಾಗೂ ಉತ್ತರಕ್ಕೆ ರಸ್ತೆ

ಹಾಗೂ ದಕ್ಷಿಣಕ್ಕೆ ಸೋಮಶೇಖರ ರವರ ಜಮೀನು ಎಂದರೆ ಸರಿ."

"ಪುಟ್ಟತಾಯಮ್ಮನವರ ಜಮೀನಿನ ಪಕ್ಕ ತಾಗಿಕೊಂಡಂತೆ ನಿಮಗೆ ಅಥವಾ ಪ್ರತಿವಾದಿಗೆ ಜಮೀನು ಇಲ್ಲ ಎಂದರೆ ಸರಿ."

"ದಾವಾ ಜಮೀನು ವಾದಿಗೆ ಸಾಗುವಳಿ ಮೂಲಕ ಬಂದಿದೆ ಎಂದರೆ ಸರಿ"

**22.** The DW.2 admitted that, the suit schedule property belongs to the plaintiff and the same was granted to the plaintiff. Further, the DW.2 admitted that, the lands of defendant is not adjacent to the suit schedule property.

**23.** The defendant not adduced any documents/photos to show that, they have to pass through the Karab land, which was alleged to be encroached by the plaintiff. Therefore, the documents adduced by the plaintiff is more probable than the defendants.

**24.** It is settled principle of law that, documentary evidence prevails over the oral evidence. The Section 133 of Karnataka Land Revenue Act, reads as under:

**Presumption regarding entries in the records: An entry in the Record of Rights and a certified entry in the Register of Mutations “(or in the patta book)” shall be presumed to be true until the contrary is proved or a new entry is lawfully substituted therefore.**

**25.** Hence, at this juncture only the contents of Ex.P1 to 10 are to be believed unless the contrary is proved. Hence, the evidence of the plaintiff is to be believed as true. The documents adduced by the plaintiff is more probable than the defendant. Even though the learned counsel for the defendant cross examined the PW.1 at length, nothing worth has been elucidated in their favour. In the said manner, the plaintiff has proved her case on preponderance of probabilities. As per Ex.P1 to 10, the plaintiff proved her possession over the suit schedule property.

**26.** Looking into the contentions taken by the defendant in the written statement it goes to show that, the

defendant has an intention to interfere with the possession of the plaintiff over the suit property. Apart from this, the interference or an intention of the party cannot be proved before the court by placing documents because, the interference of a party is a mental act or intention of the party. The interference could also be gathered from the intention of the parties. Hence, the plaintiff is in possession and enjoyment of the suit schedule property and defendant without any right and title trying to interfere with the suit schedule property. Therefore, the plaintiff has successfully proved the issues under consideration by necessary pleadings, documents and oral evidence. *Hence, this court answered the Issue No.1 & 2 in the **Affirmative**.*

**ISSUE NO.3 :-**

**27.** The relief of permanent injunction is a discretionary relief granting of which vests on the discretionary power of the court. As per the provisions contemplated U/Sec.38 of the Specific Relief Act, in order to

prevent the breach of an obligation existing in favour of the plaintiff, permanent injunction may be granted.

**28.** As discussed in the above issues No.1 and 2, the plaintiff has been successful in proving his possession over the suit schedule property and also proved the interference by the defendant over the suit schedule property. Therefore, the plaintiff is entitle for the reliefs as sought in the plaint. Hence, this is a fit case to exercise the discretionary power of the court to grant permanent injunction as sought for. *Hence, this court answered the Issue No.3 in the **Affirmative.***

**ISSUE NO.4 :-**

**29.** For the reasons discussed on Issue No.1 to 3, this court proceed to pass following;

**ORDER**

The suit of the plaintiff is hereby decreed.

The defendant or her agents or anybody acting under her is hereby permanently restrained from interfering with the plaintiff's possession and enjoyment over the suit schedule property.

No order as to cost.

Draw decree accordingly.

*( Dictated to the Stenographer directly in computer, revised, corrected by me and then pronounced in the open court on this the **15<sup>th</sup> day of APRIL, 2026.** )*

**( YOGESHA M.R )**  
PRL.CIVIL JUDGE AND JMFC.,  
PERIYAPATNA.

**-: ANNEXURES :-**

**List Of Witnesses Examined On Behalf Of Plaintiff:**

PW.1 : PUTTATHAYAMMA

**List Of Documents Marked On Behalf Of Plaintiff:**

- Ex.P1 : Certified copy of Grant Certificate Dated  
23.04.1998
- Ex.P2 : RTC Extract in respect of Sy.No.18/P3
- Ex.P3 : Certified copy of RTC Extract in respect of  
Sy.No.18/p3
- Ex.P4 : Certified copy of RTC Extract in respect of  
Sy.No.18
- Ex.P5 : Encumbrance certificate
- Ex.P6 : MR.No.T20/2019-2020
- Ex.P7to10 : Four Tax paid receipts

**List Of Witnesses Examined On Behalf Of Defendants:**

- DW.1 : MAHADEVAMMA
- DW.2 : MANJULA
- DW.3 : GANESHA

**List Of Documents Marked On Behalf Of Defendants:**

- Ex.D1 : RTC Extract in respect of Sy.No.18
- Ex.D2 : RTC Extract in respect of Sy.No.17
- Ex.D3 : RTC Extract in respect of Sy.No.17
- Ex.D4 : Grant certificate Dated 29.04.2003
- Ex.D5 : Letter Dated 24.02.2023
- Ex.D6 : Letter Dated 19.02.2022

( **YOGESHA M.R** )  
PRL.CIVIL JUDGE AND JMFC.,  
PERIYAPATNA.