



**IN THE COURT OF THE CIVIL JUDGE & JMFC,
AT TURUVEKERE**

PRESENT:- Sri. DEEPU B.C., B.A.L., LL.B.,
Civil Judge & JMFC,
Turuvekere.

Dated this the 17th day of July 2026
O.S. No.200/2023

Plaintiff/s : M.N.Virupakshaiah S/o
Late.Narasimhaiah,
Aged about 48 years,
R/o Chakuvalli Palya Village,
Dandinashivara Hobli,
Turuvekere Taluk,
Tumakuru District.

(By Sri. C.S.K. Adv.)

V/s

Defendant/s :1. Krishnaiah S/o Pattaiah,
Aged about 55 years.
2. Shivanna S/o Pattaiah,
Aged about 51 years.
3. Chikkanna S/o Pattaiah,
Aged about 48 years.

All are R/o Kattigenahalli
Gollarahatti Village,
Kibbanahalli Hobli, Tiptur Taluk,



Tumakuru District.

(By Sri. H.P.M. Adv.)

Date of institution of the suit	19-04-2023		
Nature of the suit	Prohibitory Permanent Injunction		
Date of commencement of recording of evidence	30-01-2026		
Date on which the Judgment was pronounced	17-07-2026		
Total duration of the suit	Year/s	Month/s	Day/s
	03	02	28

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

The instant suit has been filed by the plaintiff against the defendants for the relief of prohibitory permanent injunction, restraining the defendants from interfering with the plaintiff's possession and enjoyment over the suit schedule property.

2. The brief facts of case of the plaintiff are that;

The plaintiff is an absolute owner in possession and enjoyment of the suit schedule property. Originally the suit schedule property granted to one Masamma and



during her lifetime, she was in possession and enjoyment thereof. After her demise, being her son one Revanna has succeeded the suit schedule property. Accordingly, mutation was accepted into his name under MR No.8/1997-98. Subsequently, the said Revanna and his wife Gangamma and son R.Basavaraju had executed an agreement of sale dated 28-04-2014 in favour of plaintiff for an amount of Rs.2,27,500/- by receiving Rs.1,20,000/- as an advance by undertaking to execute the sale deed after getting necessary documents. Since they were need of money, they took the plaintiff to the sub-registrar Turuvekere and executed another document on 29-04-2016 as a general power of attorney in favour of the plaintiff by mentioning the value of the suit property is Rs.3,00,000/-. Thereafter, the said Revanna and his wife and son have executed Registered Release deed in favour of plaintiff on 01-01-2018 and since then he has been in lawful possession and enjoyment of the suit schedule property. In pursuance to the same, the mutation was accepted into his name under MR No.H6/2017-18 and he has paid taxes to the suit property. But without having any manner of right, title



and possession, the defendants have caused interference to the plaintiff's possession over the suit property and the same was constrained the plaintiff to file this suit.

3. In response to the suit summons, the defendants have appeared through their counsel and filed their written statement.

4. The brief facts of the written statement of defendants is as under:

The defendants have denied the entire case of the plaintiff and contended that their father Late.Mudiyappa was searching to purchase the agricultural land. The suit schedule property was granted in favour of one Mayamma and after her demise, being her son one Revanna got changed the katha of the suit property into his name and he was in possession and enjoyment thereof till 25-11-1997. The said Revanna has approached their father Mudiyappa for sold the 2 acre of land out of 3 acre 10 guntas in the suit property for an amount of Rs.1,20,000/- and executed a sale agreement on 25-11-1997 by receiving an amount of Rs.65,000/- as an advance by undertaking to execute the sale deed by



clearing all the Government conditions. In pursuance to the said sale agreement, the said Revanna has delivered the possession of suit property in favour of their father Mudiyaappa. Accordingly, the said Mudiyaappa and his family members were in possession and enjoyment of suit schedule property. Thereafter, the said Revanna again approached the Mudiyaappa for sold the remaining portion of suit property for an amount of Rs.1,45,000/- and executed a sale agreement dated 16-05-1998 by receiving an amount of Rs.1,40,000/- as an advance by undertaking to execute the sale deed by receiving balance consideration and delivered the possession of remaining portion of suit property in favour of Mudiyaappa. Accordingly, the Mudiyaappa and his family members are in possession and enjoyment of entire extent of suit schedule property. But, the said Mudiyaappa was died on 16-11-2014 leaving behind them as his legal heirs. After the death of Mudiyaappa, they are in possession and enjoyment of suit schedule property till today. During the lifetime of Mudiyaappa, he has demanded the said Revanna for execute the sale deed and after the death of Mudiyaappa, they have demanded the Revanna to execute



the sale deed. In spite of that he has not executed any sale deed. In spite of having knowledge of the said fact, the plaintiff has suppressed the material facts and come up with this false suit. Accordingly, they prayed to dismiss the suit of the plaintiff.

5. The brief facts of the additional written statement and counter claim of the defendants is as under:

In pursuance to the amended plaint, the defendants have filed additional written statement by contending that the said Revanna and his wife Gangamma and son Basavaraju have challenged the alleged registered release deed dated 01-01-2018 executed in favour of plaintiff in O.S No.110/2019 and same is pending before this court for adjudication. Hence, it would be clear that the plaintiff has no right, title and possession over the suit schedule property. Further, the plaintiff has caused interference to their possession and enjoyment of suit schedule property. Accordingly, they prayed to dismiss the suit of the plaintiff and decree their counter claim for the relief of prohibitory permanent injunction, restraining the plaintiff



from interfering with their possession and enjoyment of the suit schedule property.

6. In spite of counter claim made by the defendants, the plaintiff did not choose to file any reply or written statement against the counter claim of the defendants.

7. On considering the rival pleadings of both parties, this court has framed the following :

:: I S S U E S ::

1. Does the plaintiff prove that, he is in possession and enjoyment of the suit schedule property as on the date of suit?
2. Does the plaintiff further prove the alleged interference of the defendants?
3. Do the defendants prove that they are in possession and enjoyment of the suit schedule property as on the date of counter claim?
4. Do the defendants further prove the alleged interference of the plaintiff?
5. Does the plaintiff is entitled for the relief sought in the plaint ?



6. Do the defendants are entitled for the relief sought in the counter claim?

7. What Order or Decree ?

8. In order to substantiate his case, the plaintiff got examined himself as PW-1 and got produced the documents at Ex.P-1 to P-7 and also got examined one witness as PW-2 and closed his side.

9. On the other hand, inspite of sufficient time, the defendants neither get the PW-1 and 2 cross-examination, nor lead any evidence on their behalf. Hence, cross-examination of PW-1 and 2 and defendant evidence taken as nil and matter was posted for arguments.

10. Heard arguments on plaintiff's counsel.

11. On consideration of the materials placed on record, this court answers the aforesaid issues are as under;

Issue No.1, 2, 5 : **In the Affirmative**

Issue No.3, 4, 6 : **In the Negative**



Issue No.7 : As per the final order
for the following ;

:: REASONS ::

12. ISSUE No.1 and 3 : Since these issues are inter-connected with each other, they are taken together for common discussion in order to avoid repetition of facts and evidence.

13. As could be seen from the rival pleadings of both parties, it is undisputed fact that the suit schedule property totally measuring 3 acre 10 guntas originally granted in favour of one Masamma and after her demise, being her son, one Revanna has succeeded the suit schedule property. The crux of the dispute between the parties is that according to the plaintiff, the said Revanna and his wife Gangamma and his son Basavaraju have agreed to sold the suit schedule property in his favour for an amount of Rs.2,27,500/- and executed agreement of sale dated 28-04-2014 by receiving an advance amount of Rs.1,20,000/- by undertaking to execute the sale deed. But subsequently, they have executed registered release



deed dated 01-01-2018 in his favour in respect of the suit property and delivered the possession of the suit property and in pursuance to the same, he got changed the katha into his name and he is in possession and enjoyment thereof as an absolute owner.

14. On the other hand, according to the defendants, the said Revanna has agreed to sold the 2 acre land out of 3 acre 10 guntas in suit schedule property for an amount of Rs.1,20,000/- and executed an agreement of sale dated 25-11-1997 in favour of their father one Mudiyyappa by receiving Rs.65,000/- as an advance and delivered the possession of 2 acre of land and subsequently, the said Revanna has agreed to sold the remaining portion of suit property for an amount of Rs.1,45,000/- and executed an agreement of sale in favour of their father Mudiyyappa dated 16-05-1998 by receiving an amount of Rs.1,40,000/- as an advance and delivered the possession of remaining portion of suit schedule property. In pursuance to the same, the said Mudiyyappa and his family members were in possession of entire suit property and after death of Mudiyyappa, being his legal heirs, they



are in possession and enjoyment of the suit property. In spite of request and demand made by them, the said Revanna has not executed a sale deed. Further, the said Revanna and his wife and son have filed a suit in O.S No.110/2019 against the plaintiff by challenging the alleged registered release deed dated 01-01-2018 and same is pending before this court. Hence, it would make clear that the plaintiff has no title and possession over the suit schedule property.

15. On perusal of the Ex.P-5/copy of Grant certificate, 3 acre 10 guntas in old Sy.No.26/1 i.e., suit schedule property herein has been granted in favour of one Masamma W/o Basavaiah under LNDUCR(K) No.219/1991-92. Accordingly, a grant certificate has been issued on 26-04-1995. Further, as per Ex.P-6, the Revanna and his wife Gangamma and their son Basavaraju have agreed to sell the suit property for an amount of Rs.2,27,500/- and executed a registered agreement of sale dated 28-04-2014 in favour of plaintiff by receiving advance amount of Rs.1,20,000/- by undertaking to execute the sale deed after preparing all



the documents. Further, as per Ex.P-7/copy of registered release deed, the said Revanna and his wife Gangamma and their son Basavaraju have relinquished their rights over the suit schedule property in favour of plaintiff by executing registered release deed dated 01-01-2018 for an amount of Rs.2,77,000/- and delivered the possession of suit schedule property. In pursuance to the same, the katha of suit property got effected into the name of plaintiff under MR No.H13/2017-18 at Ex.P-3 and 4/M.R.Extracts. Accordingly, RTCs are entered into the name of plaintiff at Ex.P-1 and P-2.

16. Further, in support of his case, the plaintiff got examined one witness as PW-2 and during his chief examination, the PW-2 has reiterated the case of the plaintiff. Though the defendants have appeared and filed their written statement by denying the entire case of the plaintiff and set up the counter claim against the plaintiff, they did not choose to get the PW-1 and 2 cross-examination. Hence, the evidence of PW-1 and 2 is remained unchallenged and unrebutted. As aforesaid, the said Revanna and his family members who are the



original owners of the suit property have relinquished their rights over the suit schedule property in favour of plaintiff by executing a registered release deed dated 01-01-2018 at Ex.P-7 and in pursuance to the same, the plaintiff is in possession and enjoyment of the suit schedule property as on the date of suit.

17. As aforesaid, though the defendants have filed their written statement along with counter claim, they did not choose to enter into the witness box and not lead any evidence on their behalf. Hence, the case set up by the defendants is not true and correct. In this regard, it is relevant to refer the decision of Hon'ble Apex court reported in **(1999) 3 SCC 573 (Vidyadhar Vs Manikrao and another)**. Wherein the Hon'ble Apex court has held that if the parties have not entered into the witness box and lead evidence and not offered for cross-examination, an adverse inference can be drawn against them by holding that the case set up by them is not true and correct. Herein this case, since the defendants did not enter into witness box and not lead their evidence, the case set up by them is not true and correct. Hence the



aforesaid ratio is aptly applicable to the case of defendants.

18. Therefore, on assessing of entire oral and documentary evidence placed on record, it is sufficient to hold that the plaintiff has successfully proved that he is in possession and enjoyment of the suit schedule property as on the date of suit. On the other hand, the defendants have utterly failed to prove that they are in possession and enjoyment of suit schedule property as on the date of counter claim. Thus **Issue No.1** is answered in the '**Affirmative**' and **Issue No.3** is answered in the '**Negative**'.

19. Issue No.2 and 4: Since these issues are interconnected with each other, they are taken together for common discussion in order to avoid repetition of facts and evidence.

20. In so far as alleged interference of the defendants to the plaintiff's possession over the suit property is concerned, according to the plaintiff, the defendants have caused interference to his possession over the suit



schedule property. As aforesaid, since the plaintiff has proved his possession over the suit schedule property, being the possessor, he is having all rights to secure his property from any kind of interference. It is settled principle of law that in order to get an injunctive relief from the hands of the court, actual interference is not necessary, mere threat or apprehension is sufficient to seek the relief of injunction. Further, as per recent decision of Hon'ble High court of Karnataka in **RSA No.200379/2019 dated 22.11.2023 (Jeevappa Vs Sahebgouda)** *"Once the plaintiff proves his possession and enjoyment of the suit property and when the defendant has chosen to contest the suit, the defendant's interference could be inferred and the plaintiff is entitled for permanent injunction"*. So, herein this case, since the defendants have contested the suit of plaintiff, it could be inferred that the defendants have caused interference to the plaintiff's possession.

21. In so far as alleged interference of the plaintiff to the defendants' possession over the suit property is concerned, according to the defendants, the plaintiff has



caused interference to their possession over the suit property. As aforesaid, since the defendants have failed to prove their possession over the suit property, the question of interference by the plaintiff does not arise. Therefore, in view of the above discussion, this court is of opinion that the plaintiff has successfully proved that the defendants have caused interference to his possession over the suit property. On the other hand, the defendants have failed to prove that the plaintiff has caused interference to their possession over the suit property. Thus, **Issue No.2** is answered in the '**Affirmative**' and **Issue No.4** is answered in the '**Negative**'.

22. ISSUE No.5 and 6 :- Since these issues are inter-connected with each other, they are taken together for common discussion in order to avoid repetition of facts and evidence.

23. In view of the findings on issue No.1 to 4, this court is of opinion that since the plaintiff has proved his possession and alleged interference of defendants over the suit schedule property, he is entitled for the relief sought in the plaint. On the other hand, since the defendants



have failed to prove their possession and alleged interference of the plaintiff over the suit schedule property, they are not entitled for any relief sought in the counter claim. Thus, the **Issue No.5** is answered in the '**Affirmative**' and **Issue No.6** is answered in the '**Negative**'.

24. ISSUE No.7 :- In the light of foregoing discussion on above issues, this court proceeds to pass the following:

:: ORDER ::

The suit of the plaintiff for the relief of prohibitory permanent injunction is hereby decreed.

The defendants are hereby restrained from interfering with the plaintiff's possession and enjoyment of the suit schedule property in any manner by way of permanent injunction.

The counter claim of the defendants for the relief of prohibitory permanent injunction is hereby dismissed.



In view of the facts and circumstances
of the case, the parties bear their own
costs.

Draw decree accordingly.

(Dictated to the Stenographer, transcribed and typed by her, corrected and
then pronounced by me in open court on this **17th day of July 2026.**)

(DEEPU B.C.)
Civil Judge. & JMFC,
Turuvekere.

**SCHEDULE**

Land bearing Sy.No.26, measuring 3 acres 10 guntas situated at Marasandra Village, Kasaba Hobli, Turuvekere Taluk bounded on East by land belongs to Basavanna, West by land belongs to Chandraiah, Shekharaiah, Devanna & others, North by Road and Govt. Katte, South by land belongs to Shekharaiah.

(DEEPU B.C.)
Civil Judge & JMFC,
Turuvekere.

ANNEXURE**1. List of witnesses examined on behalf of the plaintiff:**

PW-1 : M.N.Virupakshaiah
PW-2 : M.N.Venkatesh

2. List of documents relied on behalf of the plaintiff:

Ex.P-1, 2 : RTC Extracts
Ex.P-3, 4 : M.R.Extracts
Ex.P-5 : C/c of Saguvali Chit
Ex.P-6 : C/c of Sale Agreement
Ex.P-7 : C/c of Release deed



3. List of witnesses examined on behalf of the defendants:

-Nil-

4. List of documents relied on behalf of defendant/s :

-Nil-

(DEEPU B.C.)
Civil Judge & JMFC,
Turuvekere.