

KARN020006532022



Presented on : 23-05-2022  
Registered on : 23-05-2022  
Decided on : 16-06-2026  
Duration : 4 years, 0 months, 24 days

**BEFORE THE I ADDL. SENIOR CIVIL JUDGE & JMFC.,  
AT RAMANAGARA.**

**:PRESENT:**

**Smt.Niveditha.T.M.,** B.A.L., LL.B.,  
I Addl. Senior Civil Judge & JMFC.,  
Ramanagara.

**O.S.No:258/2022**

**DATED : THIS THE 16<sup>th</sup> DAY OF JUNE, 2026**

**Plaintiff :** Smt. M.P.Indumathi  
D/o late K.Puttaswamaiah  
W/o T.Narayanappa  
Aged about 60 years,  
R/o: No.315/51,  
37<sup>th</sup> B Cross, 28<sup>th</sup> Main,  
9<sup>th</sup> Block, Jayanagar,  
Bengaluru-560069.

**(Rep by Sri.S.R., Advocate)**

**- V/s -**

**Defendants :** 1. Sri. M.P.Rajanna  
S/o late K.Puttaswamaiah  
Aged about 61 years,  
R/o: No.554, D Group  
Layout, 17<sup>th</sup> Main Road,



Opp. Chandana School,  
Bangalore North Taluk.

2. Sri. M.P.Ashok Kumar  
S/o late K.Puttaswamaiah  
Aged about 53 years,  
R/o: Mallehalli,  
Kotagal Hobli,  
Ramanagara Taluk,  
Ramanagara District.

And also R/o: 2<sup>nd</sup> Floor,  
Bhavana Hospital,  
Behind KSRTC Bus Station,  
Ijoor, Ramanagara.

3. Sri. B.V.Doddaiah  
S/o late Veerakanthaiah  
Aged about 72 years,  
R/o: No.12, Attur Layout,  
Akshayanagar, Yelahanka,  
Bengaluru.

4. Sri. N.Shivalingegowda  
S/o late Nagaraju  
Aged about 53 years,  
R/o: Averahalli Village,  
Kailancha Hobli,  
Ramanagara Taluk,  
Ramanagara District.

5. Sri. S.Pradeep  
S/o late S.Siddegowda  
Aged about 42 years,  
R/o: Siddeshwara Krupe,  
K.G. Circle, Magadi Road,  
Ramanagara Town,  
Ramanagara District.



6. Smt. Pushpalatha.R  
W/o Shivalingegowda  
Aged about 43 years,  
R/o: Averahalli Village,  
Kailancha Hobli,  
Ramanagara Taluk  
Ramanagara District.
7. Sri.Shivappa  
S/o Hombalaiah  
Aged about 50 years,  
R/o: Dannayakanapura Village,  
Kotagal Hobli,  
Ramanagara Taluk,  
Ramanagara District.
8. Sri. Mahadevaiah.M.Y  
S/o Munimadaiah  
Aged about 41 years,  
R/o: No.212,  
Opp. Government School,  
Yerahalli Village and Post,  
Kotagal Hobli,  
Ramanagara Taluk,  
Ramanagara District.
9. Sri. Punith Kumar.K  
S/o Kantharaju.S  
Aged about 31 years,  
R/o: No.25, Jalamangala Road,  
Next to Honnamma  
Kalyanamantapa,  
Hanumanthanagara,  
Ramanagara Town,  
Ramanagara District.
10. Smt. Leelavathi  
W/o Nanjundappa



Aged about 56 years,  
R/o; No.470/9, 7<sup>th</sup> Main,  
4<sup>th</sup> B Cross, Hampinagara,  
Bangalore-40.

**(D-3 & 10 Ex-parte)**  
**(D-1 & 2 Rep by Sri.KPR., Advocate)**  
**(D-4 to 6 Rep by Sri.MCD., Advocate)**  
**(D-7 & 8 Rep by Sri.SN., Advocate)**  
**(D-9 Rep by Sri.NCR., Advocate)**

\* \* \* \* \*

### **JUDGMENT**

***(Delivered on 16/06/2026)***

The plaintiff has filed the suit against the defendants for the relief of partition and separate possession and declaration and for costs and such other reliefs.

#### **2. Brief facts of plaintiffs' case as follows:**

That, the plaintiff is only daughter of late.K.Puttaswamaiah and the defendants No.1 and 2 are the brothers of the plaintiff and children's of late.K.Puttaswamaiah and said late.K.Puttaswamaiah who is the kartha of undivided family, along with plaintiff and the defendants No.1 & 2 constituted Hindu joint family and are governed under



Hindu Mitakshari Law. Further it is stated that, the said Late.K.Puttaswamaiah in his life time married Late Smt.Ambakka and out of their wedlock, one daughter namely M.P.Indumathi the plaintiff herein and two sons namely M.P.Rajanna and M.P.Ashok Kumar who are the defendants No.1 and 2 herein were born.

3. Further it is stated that, the land bearing Sy.No.1/1A measuring 1 acre 01 guntas, Sy.No.63 measuring 2 acre 33 guntas, Sy.No.234/6 measuring 19 guntas, Sy.No.3 measuring 1 acre, Sy.No.5/1B measuring 19 guntas, Sy.No.8 measuring 5 acre 28 guntas, Sy.No.271 measuring 4 acre 24 guntas, Sy.No.257 measuring 6 acre 20 guntas, Sy.No.166/4 measuring 08 guntas, all these properties are situated at Melehalli Village, Kootagal Hobli, Ramanagara Taluk & District. Further it is stated that, the plaintiffs and the defendants are the Hindu Joint family members and the suit schedule properties are the ancestral joint family properties and they are in joint possession and enjoyment along their father K.Puttaswamaiah and said



K.Puttaswamaiah died on 15.01.1998 leaving behind the plaintiff and the defendants No. 1 and 2, thereafter the plaintiff and defendants No.1 and 2 are continued as coparceners of joint family and continued in joint possession and till date there is no partition effected between the plaintiff and defendants No.1 and 2 and the schedule properties is available for partition. The plaintiff has got a definite share in the schedule properties as a coparcener along with the defendants No.1 & 2.

4. Further it is stated that, the suit schedule properties are the ancestral properties of the plaintiff and the defendants and originally the said properties are belongs to one Kadhaligowda, who is the father of K.Puttaswamaiah and grand father of the plaintiff and defendants No.1 and 2. After the death of Kadhaligowda, through family partition, the suit schedule properties have allotted to the share of K.Puttaswamaiah and the revenue records were mutated in his name. When the late.K.Puttaswamaiah was alive, the



defendants No.1 and 2 have promised that, they will definitely allot equal share to plaintiff in respect of all schedule properties, but, they did not partitioned the properties till his life time. After the death of said K.Puttaswamaiah S/o. Kadaligowda, the defendants No.1 and 2 are colluded with each other and totally neglected the plaintiff. The defendants No.1 and 2, being the male members of the joint family managing all the joint family properties, used to divert the income derived from the schedule properties for personal benefits and also splurging the said funds lavishly to meet their own personal ends. In other words, defendants never used to apply the income derived from the schedule properties for the benefit and welfare of the joint family members. The Plaintiff raised the issue of partition with the defendants No.1 and 2 colluded with each other and they have not effected till date.

5. Further it is stated that, when the plaintiff demanded  $1/3^{\text{rd}}$  share in the suit schedule properties as her legitimate



right, the defendants No.1 and 2 in order to defraud and deceive the legitimate rights of the plaintiff over all the suit schedule property items, with malafide intention and oblique motives have executed several sale agreements in favour of third persons. After knowing the same, the plaintiff has enquired regarding above said transactions in revenue office, it is found that, the defendant No.1 had got transferred revenue entries in his name in respect of items No.1 to 3 of suit schedule properties vide Mutation registrar No. H11/2020-21. The Defendant No.2 had got mutated his name in the revenue records with respect to item No.4 to 9 of Suite Schedule properties as per Mutation registrar extract MR No.54/2003-04 and MR No.11/2007-08. Further it is stated that, the defendant No. 1 had executed a registered sale agreement dated:07.09.2019, in favour of the B.V.Doddaiah S/o. Veerakhyathaiah.B.

6. Further it is stated that, the defendant No.2 had executed registered sale agreement in favour of



N.Shivalingagowda S/o late Nagarajau and S.Pradeep S/o late S.Siddegowda, dated:04.03.2022, in respect of Sy.No.3, measuring 1 acre and Sy.No.5/1B, measuring 18 guntas. Further agreement of Sale has been executed in favour Smt.Pushpalatha.R, W/o Shivalingegowda, dated:22.03.2022, in respect of Sy.No.257 measuring 5 acre out of 6 acres 20 guntas, agreement of sale dated:24.06.2021 in favour of Shivappa S/o Hombalaiah and Mahadevaiah.M.Y, S/o. Munimadaiah, in respect of Sy.No.271, measuring 4 Acre 24 Guntas. Further it is stated that, the defendant No.2 had registered executed agreement of sale dated:21.11.2020 in favour of Punith Kumar.K, S/o Kanthraju.S, in respect of Sy.No.8 measuring 3 acres out of 5 acres 28 guntas. Further it is stated that, registered agreement of sale executed by defendant No.2 in favour of Smt.Leelavathi, dated: 25.03.2009 in respect of Sy. No.271 measuring 4 acres 24 Guntas, situated at Melehalli Village, Kootagal Hobli, Ramanagara Taluk & Ramanagara District.



7. Further it is stated that, the defendants are in collusion with each other with the malafide intention to deprive the rights of the plaintiff over schedule properties. The plaintiff has filed the suit partition of 1/3<sup>rd</sup> share by metes and bounds and also have sought for declaration, the sale agreement dated 07.09.2019, executed by the defendant No.1 in favour of the B.V.Doddaiah S/o Veerakhanthaiah.B registered as document No.RMN-1-05398-2019-20, stored in CD No.RMND 557 in respect of Sy.No.234/6 measuring 19 guntas in the office of the Sub-Registrar, Ramanagaram, registered Sale agreement dated 04.03.2022 executed by defendant No.2 in favour of N.Shivalingagowda S/o late Nagaraju and S.Pradeep S/o late S.Siddegowda i.e., defendant No.4 and 5 registered as document No.RMN-1-11105-2021-22 stored in CD No.RMND1185 in respect of Sy.No.3 measuring 1 acre and Sy.No.5/1B measuring 18 guntas, registered agreement of sale dated 22.03.2022 executed by defendant No.2 in favour of Smt.Pushpalatha.R W/o Shivalingagowda i.e., defendant No.6 registered



document No.RMN-1-12126-2021-22 stored in CD No.RMND1206 in respect of Sy.No.257, measuring 5 acres out of 6 acres 20 guntas, registered agreement of sale dated 24.06.2021 executed defendant No.2 in favour of defendant No.7 and 8 i.e., Shivappa S/o Hombalaiah and Mahadevaia.M.Y, S/o Munimadaiah, registered as document No.RMN-1-01512-2021-22 stored in CD No.RMND986 in respect of Sy.No.271, measuring 4 acres 24 guntas, registered sale agreement of sale dated 21.11.2020 executed by defendant No.2 in favour of defendant No.9 i.e., Punith Kumar.K S/o Kanthraju.S registered as document No.RMN-1-05667-2020-21 stored in CD No.RMND853, in respect of Sy.No.8 measuring 3 acres out of 5 acres 28 guntas and registered agreement of sale dated 25.03.2009 executed by defendant No.2 in favour of Smt.Leelavathi registered as document No.RMN-1-05724-2008-09 stored in CD No.RMND90 in respect of Sy.No.271, measuring 4 acres 24 guntas situated at Melehalli Village, Kootagal Hobli, Ramanagara Taluk and District are not



binding on the share of the plaintiff. Hence, the present suit.

8. In this case even though defendant No.1, 2 and 4 to 9 appeared before the counsels did not choose to file written statement. They have also not cross examine to PW1, the defendant No.3 and 10 have been placed Ex-parte.

9. The plaintiff to prove the case has filed the affidavit in lieu of examination-in-chief and got marked documents such as G-Tree at Ex.P1 and RTCs as Ex.P2 to Ex.P17, MR Extract as Ex.P18, Ex.P19 and Ex.P20. 8 EC's marked at Ex.P21 to Ex.P28. Death Certificate of K.Puttaswamaiah is marked at Ex.P29. RTC's with respect to marked at Ex.P30 and Ex.P33.

10. Heard the arguments and perused materials available on record.

11. On perusal of the pleadings and documents produced by the plaintiff, the following points arise for my determination:



### **POINTS**

- 1) *Whether the plaintiff proves that, plaintiff and the defendants No.1 and 2 are the Hindu joint family members and the suit schedule properties are the ancestral joint family properties of both the plaintiff and the defendants No.1 and 2 and they are in the joint possession and enjoyment of the same?*
- 2) *Whether the plaintiff is entitled for reliefs as sought for?*
- 3) *What Order or Decree?*

12. My findings on the above points are as under:

**Point No.1** :- *In the Negative;*

**Point No.2** :- *In the Negative;*

**Point No.3** :- *As per final order for the following:*

### **REASONS**

13. **Points No.1 and 2:** Since, the reasoning for these points overlap with each other to prevent repetition and for convenience sake, they are taken together for consideration.



14. That, the plaintiff is only daughter of late.K.Puttaswamaiah and the defendants No.1 and 2 are the brothers of the plaintiff and children's of late.K.Puttaswamaiah and said late.K.Puttaswamaiah who is the kartha of undivided family, along with plaintiff and the defendants No.1 & 2 constituted Hindu joint family and are governed under Hindu Mitakshari Law. Further it is stated that, the said Late.K.Puttaswamaiah in is life time married Late Smt.Ambakka and out of their wedlock, one daughter namely M.P.Indumathi the plaintiff herein and two sons namely M.P.Rajanna and M.P.Ashok Kumar who are the defendants No.1 and 2 herein were born.

15. Further it is stated that, the land bearing Sy.No.1/1A measuring 1 acre 01 guntas, Sy.No.63 measuring 2 acre 33 guntas, Sy.No.234/6 measuring 19 guntas, Sy.No.3 measuring 1 acre, Sy.No.5/1B measuring 19 guntas, Sy.No.8 measuring 5 acre 28 guntas, Sy.No.271 measuring 4 acre 24 gunats, Sy.No.257 measuring 6 acre 20 gunats,



Sy.No.166/4 measuring 08 guntas, all these properties are situated at Melehalli Village, Kootagal Hobli, Ramanagara Taluk & District. Further it is stated that, the plaintiffs and the defendants are the Hindu Joint family members and the suit schedule properties are the ancestral joint family properties and they are in joint possession and enjoyment along their father K.Puttaswamaiah and said K.Puttaswamaiah died on 15.01.1998 leaving behind the plaintiff and the defendants No.1 and 2, thereafter the plaintiff and defendants No.1 and 2 are continued as coparceners of joint family and continued in joint possession and till date there is no partition effected between the plaintiff and defendants No.1 and 2 and the schedule properties is available for partition. The plaintiff has got a definite share in the schedule properties as a coparcener along with the defendants No.1 & 2.

16. Further it is stated that, the suit schedule properties are the ancestral properties of the plaintiff and the



defendants and originally the said properties are belongs to one Kadhaligowda, who is the father of K.Puttaswamaiah and grand father of the plaintiff and defendants No.1 and 2. After the death of Kadhaligowda, through family partition, the suit schedule properties have allotted to the share of K.Puttaswamiah and the revenue records were mutated in his name. When the late.K.Puttaswamaiah was alive, the defendants No.1 and 2 have promised that, they will definitely allot equal share to plaintiff in respect of all schedule properties, but, they did not partitioned the properties till his life time. After the death of said K.Puttaswamaiah S/o Kadaligowda, the defendants No.1 and 2 are colluded with each other and totally neglected the plaintiff. The defendants No.1 and 2, being the male members of the joint family managing all the joint family properties, used to divert the income derived from the schedule properties for personal benefits and also splurging the said funds lavishly to meet their own personal ends. In other words, defendants never used to apply the income



derived from the schedule properties for the benefit and welfare of the joint family members. The Plaintiff raised the issue of partition with the defendants No.1 and 2 colluded with each other and they have not effected till date.

17. Further it is stated that, when the plaintiff demanded 1/3<sup>rd</sup> share in the suit schedule properties as her legitimate right, the defendants No.1 and 2 in order to defraud and deceive the legitimate rights of the plaintiff over all the suit schedule property items, with malafide intention and oblique motives have executed several sale agreements in favour of third persons. After knowing the same, the plaintiff has enquired regarding above said transactions in revenue office, it is found that, the defendant No.1 had got transferred revenue entries in his name in respect of items No.1 to 3 of suit schedule properties vide Mutation registrar No. H11/2020-21. The Defendant No.2 had got mutated his name in the revenue records with respect to item No.4 to 9 of Suite Schedule properties as per Mutation registrar



extract MR No.54/2003-04 and MR No.11/2007-08. Further it is stated that, the defendant No. 1 had executed a registered sale agreement dated:07.09.2019, in favour of the B.V.Doddaiah S/o. Veerakhyathaiah.B.

18. Further it is stated that, the defendant No.2 had executed registered sale agreement in favour of N.Shivalingagowda S/o late Nagarajau and S.Pradeep S/o late S.Siddegowda, dated:04.03.2022, in respect of Sy.No.3, measuring 1 acre and Sy.No.5/1B, measuring 18 guntas. Further agreement of Sale has been executed in favour Smt.Pushpalatha.R., W/o Shivalingegowda, dated:22.03.2022, in respect of Sy.No.257 measuring 5 acre out of 6 acres 20 guntas, agreement of sale dated:24.06.2021 in favour of Shivappa S/o. Hombalaiah and Mahadevaiah M.Y, S/o. Munimadaiah, in respect of Sy.No.271, measuring 4 Acre 24 Guntas. Further it is stated that, the defendant No.2 had registered executed agreement of sale dated:21.11.2020 in favour of Punith



Kumar.K, S/o Kanthraju.S, in respect of Sy.No.8 measuring 3 acres out of 5 acres 28 guntas. Further it is stated that, registered agreement of sale executed by defendant No.2 in favour of Smt.Leelavathi, dated: 25.03.2009 in respect of Sy. No.271 measuring 4 acres 24 Guntas, situated at Melehalli Village, Kootagal Hobli, Ramanagara Taluk & Ramanagara District. Further it is stated that, the defendants are in collusion with each other with the malafide intention to deprive the rights of the plaintiff over schedule properties. Hence, the present suit.

19. The plaintiff has produced G-Tree this Ex.P1 is uncontested. The RTC's Ex.P2 stands in the name of M.K.Mariswamy S/o Kadaligowda through partition. This RTC's with respect to Sy.No.3 total measuring 4 acres 5 guntas this documents is with respect to item No.4. Ex.P3 is with respect to Sy.No.5/1B that is item No.5 measuring 19 guntas, Ex.P4 is with respect to item No.6, Ex.P5 is with respect of item No.7, Ex.P6 is with respect to Sy.No.234/6 measuring 19 guntas that is item No.3, Ex.P7 is in the



name of Kadaligowda, Ex.P8 stands in the name of K.Puttaswamaiah S/o Kadaligowda through partition, Ex.P9 is with respect to Sy.No.234/4 according to column No.9 in the name of Puttaswamaiah.M.K, Chikkabairaiiah.M.K, Ganagadharaiah.M.K, Sundaraiah.M.K. Ex.P10 is stands in the name of K.Puttaswamaiah S/o Kadaligowda, Ex.P11 is stands in the name of M.P.Rajanna that is defendant No.1, Ex.P12 is stands in the name of defendant No.2 and Lakshmiputra S/o late K.Kadaligowda, Ex.P13 to Ex.P17 are with respect to Sy.No.5 stands in the name defendant No.2 through partition.

20. Ex.P18 is stands in the name of K.Puttaswamaiah that is the father of the plaintiff and defendant No.1 and 2. Ex.P19 is stands in the name of M.K.Mariswamy, Ex.P20 is mutation registered extract stands in the name of K.Puttaswamaiah. According to this document the properties transferred in the name defendant No.2 from his father K.Puttaswamaiah. Ex.P21 to Ex.P23 are the



Encumbrance Certificates for the year 2022-23. Ex.P25 to Ex.P28 are the depict the name of defendant No1 and 2. Ex.P30 to 33 are the RTC's which stands in the name of defendant No.1 and 2.

21. These documents clearly shows that the properties fell to the share of defendant No.1 and 2 through partition. Herein this case, the plaintiff has pleaded that she is entitled for the share of 1/3<sup>rd</sup> share the suit schedule properties. She states that partition was effected between the defendant No.1 and 2 without her knowledge about the properties which got transferred in the name of defendant No.1 and 2. It is also the contention of the plaintiff that defendant No.2 has executed registered sale agreement in favour of Shivalingagowda S/o late Nagaraju and S.Pradeep S/o late Siddegowda dated 04.03.2022 registered as documents No.RMN-1-11105-2021-22 and also one more sale agreement dated 24.06.2021, 21.11.2020 in favour of Puneethkumar.K, S/o Kantharaju.S and Shivappa S/o Hombalaiah, in the first week of January 2022 when the



plaintiff has made her demands for partition of the suit schedule property into 3 equal shares, on 07.09.2019 when the defendant No.1 has executed agreement of sale in favour of defendant No.3 and on 25.03.2009, 21.11.2020, 24.06.2021, 22.03.2022 and 04.03.2022 when defendant No.2 has made their illegal attempts of alienation by executing registered sale agreement in favour of defendant No.4 to 10 and on all subsequent dates when the said defendants totally failed, neglected and did not choose to effect the division of the suit schedule properties.

22. The plaintiff to prove the suit schedule properties are the ancestral joint properties as produced RTCs apart from RTCs she has not produced any document, however these documents shows that it is valid from 2020-2021 and other RTCs runs after 2020-2021, as per Ex.P16 the properties stands in the name defendant No.2 in the year 2003-04 through partition. Therefore these documents shows the partition has taken place before 2005. Even though it is a consider that partition has taken place through partition



deed the plaintiff has not produced to show the partition deed before the court. There is no proper document to show that partition has taken place after 2005.

23. As per Hindu Succession Act the Hon'ble Apex Court in ILR 2015 KAR (DB) 5329 (Prakash and others -V/s- Phulavati and others), wherein it has been held that,

*“Right conferred on a daughter of a coparcener is on and from the commencement of Hindu Succession (Amendment) Act, 2005- The rights under the amendment are applicable to living daughters of living coparceners as on 9<sup>th</sup> September, 2005 irrespective of when such daughters are born. **Disposition or alienation including partitions which may have taken place before 20<sup>th</sup> December, 2004 as per law applicable prior to the said date will remain unaffected.** Any transaction of partition effected thereafter will be governed by the Explanation- To claim the benefit under the Amendment Act, all that is required that daughter should be alive and her father should also be alive on the date of amendment”.*

24. However the document produced before the court shows that properties have fallen to the share of defendant



No.1 and 2 prior to 2005. Therefore herein this case the plaintiff fail to prove that in the properties are joint family properties even after 2005. Therefore the plaintiff failed to prove that suit schedule properties are the joint family properties and their exists joint family as on the date of filing the suit. Therefore, I answer the **point No.1 and 2 in the Negative.**

25. **Point No.3** : Based on the findings in Points No.1 and 2, I proceed to pass the following :

**ORDER**

*The suit of the plaintiff is  
dismissed with costs.*

*Draw decree accordingly.*

*(Dictated to the Stenographer in part and dictated directly on the computer and computerized by her, corrected, signed and then pronounced by me in the Open Court on this the **16<sup>th</sup> day of June 2026**).*

**(Smt.Niveditha.T.M)**  
**I Addl. Senior Civil Judge & JMFC.,**  
**Ramanagara.**

**ANNEXURE****1. List of witnesses examined by the Plaintiff/s:**

Pw-1 : Smt.Indumathi.M.P.

**2. List of documents exhibited by the Plaintiff/s:**

Exp-1 : Genealogy Tree;  
Exp-2 to 17 : RTC Extracts;  
Exp-18 to 20 : Mutation Register Extract;  
Exp-21 to 28 : Encumbrance Certificates;  
Exp-29 : Death Certificate;  
Exp-30 to 33 : RTC Extracts.

**3. List of witnesses examined by the defendant/s:**

-Nil-

**4. List of documents exhibited by the defendant/s:**

-Nil-

Sd/-

(Smt.Niveditha.T.M)

I Addl. Senior Civil Judge & JMFC.,  
Ramanagara.