



Presented on : 15-12-2018
Registered on : 15-12-2018
Decided on : 28-04-2026
Duration : 07 years, 04 months, 13 day

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

:PRESENT:

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

O.S.No:344/2018

DATED : THIS THE 28th OF APRIL, 2026

Plaintiff : Smt.Ningamma,
W/o. late Mariveeraiah,
Aged about 70 years,
R/at: Banandooru Village,
Bidadi Hobli,
Ramanagara Taluk,
Ramanagara District.

(Rep by Sri.SG., Advocate)

- V/s -

Defendants : 1. Sri.Shivanna,
S/o. late Siddappa,
Aged about 67 years,

2. Sri.Mariyanna,
S/o. late Siddappa,
Aged about 65 years,



3. Sri.Doddanna @ Siddappa,
S/o. late Siddappa,
Aged about 63 years,
4. Sri.Swamy,
S/o late Siddappa,
Aged about 62 years,
5. Sri.Shivalingaiah,
S/o. late Siddappa,
Aged about 60 years,
6. Smt.Kalamma,
W/o. late Siddappa,
Aged about 82 years,

The defendants No.1 to 6 are R/at:
Banandooru Village,
Bidadadi Hobli,
Ramanagara Taluk,
Ramanagara District.

7. Sri.S.Lakshman,
S/o. late Siddappa,
Aged about 65 years,
R/at: Banandooru Village,
Bidadadi Hobli,
Ramanagara Taluk,
Ramanagara District.

(D-1 to 3, 5 & 6 Absent)
(D-4 & 7 Rep by NS., Advocate)

* * * * *

JUDGMENT

(Delivered on 28/04/2026)

The plaintiffs has filed the suit against the defendants



for the relief of declaration and permanent injunction and for such other reliefs.

2. Brief facts of plaintiffs' case as follows:

That the plaintiff is the absolute possession and enjoyment over the land Sy.No.14 measuring to an extent of 2 acres situated at Banandooru Village, Bidadi Hobli, Ramanagara Taluk & District is the suit schedule property. Further it is stated that, the plaintiff's husband namely Mariveeraiah got purchased the suit schedule property from it's owner Sri.M.Moodalagiriyappa under the registered sale deed dated:08.07.1967 measuring to an extent of 2 acres out of Sy.No.14, totally which is measures about 10 acres 09 guntas. The land purchased by the said Mariveeraiah measuring 2 acres is bounded on East by: Rajashekaraiah land, West by: Vendors remaining land in same survey number now defendants, North by: Water Channel & South by: Road. Further The revenue entries mutated in the name of Mariveeraiah as per the title deed and he was in possession and enjoyment the same. Thereafter, he sold the



suit land to one Smt.Lakshamma on 02.03.1970 and in-turn the same land got purchased by the plaintiff under registered sale deed dated:25.01.1971. The plaintiff and her husband late Sri.Mariveeraiah are continued to be in possession and enjoyment of the suit land since more than 50 years and all the mutation entries mutated into the name of Mariveeraiah for the said 2 acres vide M.R.No.95/1970-71.

3. Further it is stated that, the plaintiff has planted about 25 coconut trees which are now aged about 40 years old and dug bore-well and personally cultivating the suit schedule land and in an extent of 1 acre in mulberry has grown and in 1 acre raising seasonal crops like ragi, maize, etc., and the said 2 acres is fenced. Such being state of affairs the defendants by taking undue advantage of illiteracy and innocence of plaintiff with an intention to encroach or to knock away the suit schedule land they got changed the revenue entries by getting phodi and subdivision without the knowledge/notice to the plaintiff and



reduced the extent plaintiff's land to an extent of 1 acre 17 guntas instead of 2 acres. Further stated that, the plaintiff after knowing the same has approached the revenue authorities questioned the phodi and sub-division and reducing the plaintiff's land of revenue in RTC and in that regard proceedings are still pending. The revenue authorities have no jurisdiction to reduce or change the extent of land acquired under the title deed. Further it is stated that, the defendants are no way concerned to the schedule land and their land is situated towards Western side of the suit schedule land and in between the plaintiff's suit land and defendants land there exists boundary mark fence from the beginning. The plaintiff is in possession and enjoyment of the suit schedule land from the date of acquiring the title i.e., about 50 years without disturbance from anybody including the defendants. Such being state of affairs, after getting phodi and sub-division by reducing the land of plaintiff in revenue records are trying to interfere with the plaintiff's possession and trying to change



boundary mark with an intention to encroach the suit land about 23 guntas towards Western side of the suit schedule land.

4. Further it is stated that, the defendants are very powerful persons and have no respect to the truth and on the basis of created and illegal survey records and revenue entries are trying to remove the boundary fence and plaintiff's suit land. Further the acts of the defendants are highly illegal and endanger to the plaintiff's suit schedule land. The defendants on the basis of revenue records disputing the title of the plaintiff. Further it is stated that, the plaintiff and defendants have been already approached the jurisdictional police with regard to the said dispute and the police have informed to both the sides to adjudicate the dispute before the civil court. Further the defendants on 03.12.2018 at about 11-00 a.m. tried to remove the fence and change the boundary mark and giving threats that they will with huge force and encroach the plaintiff land to an extent of 23 guntas. Further it is stated that, the plaintiff is



having title followed by possession from the beginning till today with respect to the suit schedule land and raised coconut trees and in possession and enjoyment of the same as absolute owner and the defendants are strangers and have no any the suit manner of right or interest over schedule land or any portion on it. Therefore, the plaintiff has filed this suit seeking for the declaration and injunction against the defendants. Hence, the present suit.

5. In response to the suit summons, the defendants No.1 to 3, 5 and 6 have appeared before the court their counsel but they did not files written statement. The defendants No.4 and 7 appeared before the court and filed their separate written statements.

The defendant No.4 submits that, the suit suit of the plaintiff is false, frivolous, groundless, meritless and baseless. The plaintiff has no subsisting right to bring the suit is not maintainable both in law and on facts. It is a clear attempt on the part of the plaintiff to case wrongful



loss to the defendants and to make wrongful gain to herself. Hence, the suit is liable to be dismissed in limine. Further this defendant denies all the allegation made in para No.4 to 10 of plaint. Further the defendant contended that, the land bearing Sy.No.14 totally measuring 9 acres 34 guntas and 15 guntas of kharab land, situated at Bananduru Village, Bidadi Hobli, Ramanagara Taluk and District originally belongs to son and grandchildren of Munilingappa S/o Mudalagiri. The son and grand children of Munilingappa have alienated the portion of the above said land measuring 10 guntas in favour of Siddappa S/o Annemuddaiah under document bearing No.152/1957-1958, Book No. 1. Vol. No. 820, TAGE the Annemuddaiah under the registered sale deed dated:18.04.1957 before the sub registrar.

6. Further it is contended that, by virtue of the registered sale deed dated:18.04.1957 Siddappa S/o Annemuddaiah became the absolute owner of the bearing



Sy.No.14, measuring 10 guntas, situated at Banaduru Village, Bidadi Hobli, Ramanagara Taluk. The revenue authorities have mutated the revenue entries with respect to the above said land in MR.No.72/1956-57 in favour of his father Siddappa S/o Annemuddaiah. He was in peaceful possession and enjoyment of the above said land as absolute owner along with his family members without any hindrance. Further it is contended that, land bearing Sv. No.14 was phoded on 24.01.1969 in re-assigned Sy.No. 14A (Sy. No. 14/1) and Sv.No.14B (Sy. No 14/2). As per phode and Aakar Band Duraath by ADLR, the revenue documents have also mutated in respect of land bearing Sv. No.14A (Sy.No.14/11 for an extent of 2 acres 27 guntas and 5 guntas of kharab land totally 2 acre 32 guntas and Sv.No.14B (Sy. No. 14/2) for an extent of 7 acres 7 guntas and 10 guntas of kharab totally 7 acres 17 guntas. Further as per phode and Aakar Band Durasth by ADLR lands purchased by Siddappa S/o Annemuddaiah in respect of land bearing Sv. No.14 measuring 10 guntas and Ningaiah



@ Keekara Thammaiah in respect of land bearing Sy.No.14 measuring 1 acre and husband of plaintiff Sri. Mariveeraiah, measuring 1 acre 17 guntas in respect of land bearing Sy.No.14 were fallen/mutated to Sy.No.14A(Sy. No. 14/1). Further it is contended that, land bearing Sy.No.14A (14/1) measuring 2 acre 27 guntas and 5 guntas of kharab land totally 2 acres 32 guntas out of this these defendants became the absolute owner of the land measuring 10 guntas and defendant No.7 became the absolute owner of the land measuring 1 acre and the remaining 1 acre 17 guntas belongs to plaintiff. The revenue documents have also mutated in the name of father this defendant Siddappa and defendant No.7 and the plaintiff as per the extent of land.

7. Further it is further contended that, the plaintiff has filed an appeal before the Deputy Director of Land Records, Ramanagara in DDLR appeal No.187/2017-2018 for challenging the order passed by the ADLR



dated:19.11.2015. The DDLR after conducting detail enquiry dismissed the appeal file by the plaintiff vide order dated 22.10.2018. After dismissing the appeal filed by the plaintiff, the plaintiff has suppressed the true facts before this court and filed the above suit for declaration and permanent injunction in respect of non-existence of suit schedule property against these defendants by willfully given the wrong survey number, wrong description and identity. Further it is contended that, the suit filed by the plaintiff for the relief of declaration and permanent injunction in respect of the suit schedule property without impleading the proper and necessary parties is not maintainable and the suit filed by the plaintiff is liable to be dismissed on the ground of non-joinder of necessary and proper parties.

8. Further the suit filed by the plaintiff for the relief of declaration and permanent injunction without seeking cancellation registered sale deeds in favour of these



defendant is not maintainable and the suit filed by the plaintiff is liable to be dismissed. Further it is contended that, the plaintiff without having any right over the suit schedule property instituted the present suit for the relief of declaration and permanent injunction by paying fixed court fee under Sec.35 (2) of the Karnataka Court Fees and Suits Valuation Act. Hence, on other grounds prayed to dismissed the suit with heavy costs.

9. On perusal of the pleadings, the following issues were framed by my predecessor in office:

ISSUES

- (1) Whether the plaintiff proves that, she is the absolute owner of the suit schedule property?
- (2) Whether the plaintiff proves that, she is in possession and enjoyment of the suit schedule property?
- (3) Whether the plaintiff proves the alleged interference by the defendants in her possession and enjoyment of the suit schedule property?
- (4) Whether the suit is barred by limitation?



- (5) Whether the suit is bad for want of cause of action?
- (6) Whether the suit is bad for nonjoinder of necessary and proper parties?
- (7) Whether the suit without seeking cancellation of registered sale deeds executed in favour of the defendants No.4 and 7 is maintainable?
- (8) Whether the defendant No.4 proves that, he is the absolute owner of counter claim schedule property?
- (9) Whether the defendant No.4 proves that, the plaintiff has encroached upon 8 guntas of land in the counter claim schedule property?
- (10) Whether the defendant No.4 is entitled for mandatory injunction as sought for?
- (11) Whether the defendant No.4 is entitled for possession of counter claim schedule property?
- (12) Whether the defendant No.4 is entitled for permanent injunction as sought for?
- (13) Whether the defendant No.7 proves that, he is the absolute owner of counter claim “B” schedule property?
- (14) Whether the defendant No.7 proves that, the plaintiff has encroached upon 8 guntas of land in the counter claim “A” schedule



property, which is the counter claim “B”
schedule property?

- (15) Whether the defendant No.7 is entitled for mandatory injunction as sought for?
- (16) Whether the defendant No.7 is entitled for possession of counter claim “B” schedule property?
- (17) Whether the defendant No.7 is entitled for permanent injunction as sought for?
- (18) Whether the plaintiff is entitled for declaration as sought for?
- (19) Whether the plaintiff is entitled for permanent injunction as sought for?
- (20) What Order or Decree?

10. The plaintiff to substantiate her case, SPA holder of the plaintiff himself examined as Pw-1 and relied upon the documentary evidence as per Ex.P-1 to ExP-22. On the other hand, to prove the defence of the defendants, the defendant No.7 examined as Dw-1 and relied upon the documentary evidence as per ExD-1 to ExD-33.

11. Heard arguments both the side and perused the materials on record.



12. Advocate for the defendants has relied upon the following decisions:

- 1) Vidhyadhar V/s. Mankikrao & Another, reported in AIR 1999 SC 1441;
- 2) Janki Vashdeo Bhojwani & Another V/s. Indusind Bank Ltd & Others, reported in (2005) SCC 217;
- 3) Sri.Vishwanth & Others V/s. Sri.Howgiappa, Reported in 2019(4) KCCR 3281;
- 4) Hulugappa Hanumappa Hiremani & Others V/s. Dundappa Shekhrappa Kolaji & Another, reported in 2020 (3) KAR 108.

13. My findings on the above issues are as under:

Issues No.1 to 3 :- In the Affirmative;

Issues No.4 to 6 :- In the Negative;

Issues 7 :- In the Affirmative;

Issues No.8 to 17 :- In the Negative;

Issues No.18 and 19 :- In the Affirmative;

Issue No.20 :- As per final order for the following;



REASONS

14. **Issues No.1 to 19:-** Since the reasoning for these issues overlap with one another to prevent repetition and for convenience sake, they are taken up together for consideration.

15. The husband namely Mariveeraiah got purchased the suit schedule property from its owner Sri.M.Moodalagiriappa under the registered sale deed dated:08.07.1967 measuring to an extent of 2 acres out of Sy.No.14, totally which is measures about 10 acres 09 guntas. The land purchased by the said Mariveeraiah measuring 2 acres is bounded on East by: Rajashekaraiah land, West by: Vendors remaining land in same survey number now defendants, North by: Water Channel & South by: Road. Further the revenue entries mutated in the name of Mariveeraiah as per the title deed and he was in possession and enjoyment the same. Thereafter, he sold the suit land to one Smt.Lakshamma on 02.03.1970 and in-



turn the same land got purchased by the plaintiff under registered sale deed dated:25.01.1971. The plaintiff and her husband late Sri.Mariveeraiah are continued to be in possession and enjoyment of the suit land since more than 50 years and all the mutation entries mutated into the name of Mariveeraiah for the said 2 acres vide M.R.No.95/1970-71.

16. It is further averred that, the plaintiff has planted about 25 coconut trees which are now aged about 40 years old and dug bore-well and personally cultivating the suit schedule land and in an extent of 1 acre in mulberry has grown and in 1 acre raising seasonal crops like ragi, maize, etc., and the said 2 acres is fenced. Such being state of affairs the defendants by taking undue advantage of illiteracy and innocence of plaintiff with an intention to encroach or to knock away the suit schedule land they got changed the revenue entries by getting phodi and subdivision without the knowledge/notice to the plaintiff and reduced the extent plaintiff's land to an extent of 1 acre 17



guntas instead of 2 acres. Further stated that, the plaintiff after knowing the same has approached the revenue authorities questioned the phodi and sub-division and reducing the plaintiff's land of revenue in RTC and in that regard proceedings are still pending. The revenue authorities have no jurisdiction to reduce or change the extent of land acquired under the title deed. Further it is stated that, the defendants are no way concerned to the schedule land and their land is situated towards Western side of the suit schedule land and in between the plaintiff's suit land and defendants land there exists boundary mark fence from the beginning. The plaintiff is in possession and enjoyment of the suit schedule land from the date of acquiring the title i.e., about 50 years without disturbance from anybody including the defendants. Therefore, the plaintiff filed the suit for relief of declaring the plaintiff as absolute owner of the suit schedule property and also for permanent injunction restraining the defendants, their agents, legal representative from interfering with the suit



schedule property.

17. The defendant No.4 filed his detailed written statement and contended that the suit filed by the plaintiff for the relief of declaration and permanent injunction without seeking cancellation registered sale deeds in favour of these defendant is not maintainable and the suit filed by the plaintiff is liable to be dismissed. Further the suit of the plaintiff is false, frivolous, groundless, meritless and baseless. The plaintiff has no subsisting right to bring the suit is not maintainable both in law and on facts. It is a clear attempt on the part of the plaintiff to cause wrongful loss to the defendants and to make wrongful gain to herself. Hence, the suit is liable to be dismissed in limine. Further it is contended that, the plaintiff without having any right over the suit schedule property instituted the present suit for the relief of declaration and permanent injunction. Hence, on other grounds prayed to dismissed the suit with heavy costs.



18. To prove the case of the plaintiff, GPA holder of the plaintiff himself examined as Pw-1 and filed an affidavit in lieu of his examination-in-chief as Pw-1. In the affidavit Pw-1 reiterated the plaint averments and in support of his contention Pw-1 got marked ExP-1 to ExP-21. ExP-1 General Power Attorney, ExP-2 and ExP-3 are the Registered Sale Deeds, ExP-5 RTC Extract, ExP-6 Certified Copy of Order, ExP-7 to 19 RTC Extracts, ExP-20 and ExP-21 are the Encumbrance Certificates and ExP-22 Photographs.

18. Further it is pertinent to note that, the land in Sy.No.14, total measuring to an extent of 9 acres 34 guntas originally belongs to one B.M.Moodalagiriyappa, he sold the properties to several persons and this plaintiff. Per contra, 2 acres from one Lakshamma under registered sale deed dated:25.01.1971, the said sale deed is phoded and mutated at ExP-4. On perusal of RTC extract i.e., ExP-5 in Sy.No.14 to an extent of 2 acres standing in the name of



Mudalagiriyappa for the year 1980-1981, ExP-7 manual RTC extract shows that Sy.No.14/17 measuring to an extent of 2 acres standing in the name of Ningamma W/o Mariveeraiah in column No.10 by virtue of MR.No.95/1970-1971 to the said property fallen to in her name. ExP-7 Sy.No.14/B measuring to an extent of 23 guntas standing in the name of the Ningamma W/o Mariveeraiah. ExP-8 Sy.No.14/A measuring to an extent of 17 guntas standing in the name of the Ningamma W/o Mariveeraiah. It is the contention of the plaintiff survey numbers are manipulated as ExP-15 to ExP-19. Further the plaintiff has produced EXP-2 certified copy of order passed by the ADLR to shows that there were manipulated. The documents produced by the plaintiff show that, the plaintiff has got the title for 2 acres of land and also the schedule/chekku bandi is intact. The plaintiff has produced ExP-20 and ExP-21 which are the encumbrance certificates from the year 1965 till 2018. The plaintiff has purchased the land in the year 25.01.1971, the plaintiff's husband Mariveeraiah purchased



2 acres from one M.Mudalagiryappa and khatha was mutated in his name in the year 1968.

19. To prove their defence, the defendant No.7 examined as Dw-1 and filed affidavit in lieu of examination in chief and got marked documents ExD-1. ExD-1 Registered Sale Deed. ExD-1 Sale Deed, ExD-2 Registered Will, ExD-3 to ExD-22 RTC Extracts, ExD-23 Mutation Register Extract, ExD-24 RTC Extract, ExD-25 Mutation Register Extract, ExD-26 Endorsement, ExD-27 Notice, ExD-28 and ExD-29 Certified Copies of Order, ExD-30 Acknowledgment, ExD-31 and ExD-32 Encumbrance Certificates and ExD-33 Registered Sale Deed.

20. Dw-1 in his cross examination admits about the beli and photographs are marked at ExP-22. Further he states that he has not made any effort to check Sy.No.14/A and 14/B. Since, schedule(ಚಕ್ಕುಬಂದಿ) was correct. In Sy.No.14 there is total land of 10 acres. Originally such land belonged to Mudalagiryappa. The said Mudalagiryappa out of 10



acres 10 guntas of land, he is sold to the defendants No.1 to 6 this suggestion is denied. He pleads his ignorance regarding the sale deed dated:18.04.1987 with respect to 10 guntas. He states it is false to suggest that he do not know about the transaction taken place in 1967 with respect to suit schedule property. He states his mother purchased later his mother bequeathed the same through Will. He admits that he has not spoken about with respect to Will in his chief affidavit.

21. Further in the cross examination it is admitted that as per the ExD-28 there is 8 gutans less land. He further states that, surveyor was appointed from the Government, he measured the land and submitted the report that there was shortage of 8 guntas of land. Further he state that he has filed appeal before the ADLR, as per ExD-28. Further it is suggested that in the said order it is stated that defendants No.1 to 6 are not in possession of 10 guntas of land, this suggestion the witness is ignorant. It is admitted



that he has claimed his land, in plaintiff land before the DDLR this shows his interference. Further defendants admits that 1 acres of land is not in his possession. The person who sold the property handed over possession of 1 acre, but he has not produced any document with respect to the same. The defendants has produced RTC extracts which states in his name. But the plaintiff has produced RTC extracts and other documents. The plaintiff has proved her case with cogent documents i.e., RTC extracts and sale deed which confronts the title deed of the plaintiff. Further the plaintiff has to compliance the order dated:08.06.2021. The plaintiff ought to have paid the court fee. But failed to complied the same. Therefore the plaintiff has proved his title. Since, the plaintiff has proved her case hence, I answered **Issues No.1 to 3 and 7, 18 and 19 In the Affirmative and Issues No.4 to 6 and 8 to 17 In the Negative.**

22. **Issue No.20:-** Based on findings in Issues No.1 to 19, I proceed to pass the following:



ORDER

The suit of the Plaintiff is hereby decreed with costs.

It is hereby declared that, the plaintiff is the absolute owner in possession and enjoyment of the suit schedule property.

The defendants are permanently restrained from interfering with the possession and enjoyment of the plaintiff over the suit schedule property.

Office is directed to draw decree accordingly only after compliance of order dated:08.06.2021 and office is directed to receive the deficit court fee as per rules.

(Dictated to the Stenographer in part and dictated directly on the computer and computerized by him, corrected, signed and then pronounced by me in the Open Court on this the 28th day of April 2026)

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

ANNEXURE

1. List of witnesses examined by the Plaintiff:

Pw-1 : Sri.Nagaraju;

2. List of documents exhibited by the Plaintiff:



ExP-1 : SPA;
ExP-2&3 : Registered Sale Deeds;
ExP-4 : RTC Extract;
ExP-5 : True Copy of Order;
ExP-6 to19 : RTC Extracts;
ExP-20&21 : Encumbrance Certificates;
ExP-22 : Photographs; - Confronted.

3. List of witnesses examined by the defendants:

Dw-1 : Sri.Lakshmana.

4. List of documents exhibited by the defendants:

ExD-1 & 2 : Registered Sale Deeds;
ExD-3 : Certified Copy of Sale Deed;
ExD-4 to 22 : RTC Extracts;
ExD-23 : Mutation Register Extract;
ExD-24 : RTC Extract;
ExD-25 : Mutation Register Extract;
ExD-26 : Letter;
ExD-27 : Notice;
ExD-28 & 29 : True Copies of Orders;
ExD-30 : Acknowledgment;
ExD-31 & 32 : Encumbrance Certificates;
ExD-32 : Registered Sale Deed.

(Smt.Niveditha.T.M)
**1st Addl. Senior Civil Judge & JMFC.,
Ramanagara.**