



FORM No.9 (Civil)

(R.P.91)

TITLE SHEET FOR JUDGMENT IN SUIT
IN THE COURT OF ADDITIONAL CIVIL JUDGE & JMFC
CHANNAPATNA

PRESENT

Sri.SURESHA.S.N, B.A. LL.B.
Additional Civil Judge & JMFC.,
CHANNAPATNA

Dated: 03rd day of June 2026

OS No.150/2021

Plaintiff : Smt.Bhagyamma
S/o Late K.P Venkateshaiah,
Aged about 60 years,
R/at Yelehosahalli Village,
Kasaba Hobli,
Channapatna Taluk,
Ramanagara District.

(Rep.by Sri.V.H, Advocate)

- V/s -

Defendant/s: 1. Sri.Raju,
S/o Late.Boraiah,
Aged about years,
R/at Yelehosahalli,
Kasaba Hobli,
Channapatra Taluk,
Ramanagara District,
and also R/at Patlu Village,
Channapatra Taluk,
Ramanagara District.



(Rep. By Sri.M.K.N, Advocate)

Date of Institution of the Suit	17.07.2021		
Nature of the Suit	Permanent Injunction		
Date of Commencement of Recording of Evidence	04.04.2024		
Date on which the Judgment was pronounced	03.06.2026		
Duration	Years 04	Months 10	Days 16

**(Suresha.S.N.)
Addl.Civil Judge & JMFC
Channapatna.**

JUDGMENT

This is a suit filed by the plaintiff against the defendant for seeking relief of permanent injunction restraining the defendant from interfering with the peaceful possession and enjoyment of the plaintiff over the suit schedule properties.

2. The brief facts of the case as projected by the plaintiffs is as under.

The plaintiff submits that, she is the absolute owners of lands measuring 1 acre 03 guntas in Sy.No.35, land measuring 03 ½ guntas in Sy.No.48, land measuring 0.35 guntas in



Sy.No.2, all properties are situated at Yelechosahalli Village, Kasaba hobli Channapatna taluk, Ramanagara which are morefully and particularly described in schedule 'A' properties. The suit schedule 'A' properties are ancestral properties of plaintiff. They belonged to her husband K.P Venkateshaiah, which were stood in his name he was in possession and subsequently after the death of K.P Venkateshaiah the khatha transferred to the name of plaintiff and she is continuing in possession and enjoyment as absolute owner in her own right. There are coconut trees in the suit schedule 'A' properties.

3. The plaintiff further submits that, in the land measuring 0.35 guntas in Sy.No.2, there is a house with two portions, in the extent of 40 X 40 feet, it consists of RCC roofed house, 3 rooms, and also Vapparau in the front and back with tiled roof. The house is morefully and particularly described in 'B' schedule to this plaint and hereinafter referred to as suit schedule 'B' property. The Plaintiff's husband K.P Venkateshaiah is dead, her first son Prakash is also dead and another son



Chandrashekar died unmarried. The Plaintiff's daughter-in-law Savitha has left and is living else where. The Plaintiff's daughter is married and living with her husband. Thus, the Plaintiff is alone.

4. The Plaintiff further submits that, The Defendant has no manner of right, title or interest nor possession over any portion of the suit schedule 'A' property. The Defendant is known to Plaintiff's family, and he requested plaintiff to allow him to store his agriculture implements and also tether cattle in a portion of the house in suit schedule 'B' property. The Plaintiff in view of the acquaintance of defendant with her family, agreed and permitted him to store his agriculture implements, tether cattle in portion of the suit schedule 'B' property.

5. The defendant stated above is in possession of only a portion of the suit schedule 'B' property. He has no right, title or interest over any portion of suit schedule 'A' properties. But,



taking undue advantage of weakness of Plaintiff that, she is an aged and ailing person, he has started interfering with her peaceful possession and enjoyment of the suit schedule 'A' properties, now since June, 2021. He is also making very serious and hectic attempts to dispossess Plaintiff. The Plaintiff complained to the police, but they have issued endorsement stating that, it is civil nature and Plaintiff may approach competent Civil Court.

6. The Plaintiff further submits that, she is also demanded to remove his agriculture implements and to quit from the portion of suit schedule 'B' property. But, he has not complied. The Plaintiff is institution a separate suit in respect of suit schedule 'B' property against Defendant for possession. The present suit is restricted only to suit schedule 'A' properties where the Defendant is interfering, he is plucking coconuts and utilizing proceeds for himself. He is also obstructing Plaintiff and her labours from carrying on agricultural works. The defendant



has also been threatening the Plaintiff with dire consequences if she does not give up possession. The Defendant were to in anyway interfere with Plaintiff' peaceful possession and enjoyment of the suit schedule 'A' properties, or dispossess Plaintiff, the Plaintiff would suffer irreparable. The Defendant is a very powerful and influential person both politically and financially. The plaintiff is an aged, ailing, helpless, innocent law abiding person and cannot resist or restrain the Defendant without an order or decree of this Court. Hence, filed this suit.

7. The cause of action for the suit has arisen during June, 2021. Since when the Defendant has been interfering with Plaintiff's peaceful possession and enjoyment of the suit schedule 'A' properties, situated at Yelechosahalli Village, Kasaba Hobli, Channapatna Taluk, Ramanagara District. On the aid grounds constrained the suit

8. After service of suit summons the defendant appeared through his counsel and filed his written statement.



In the written statement and stated that, the averments made in para 2 of the plaint that the plaintiff is absolute owner of the lands owners of lands measuring 1 acre 03 guntas in Sy.No.35, land measuring 03 ½ guntas in Sy.No.48, land measuring 0.35 guntas in Sy.No.2, all properties are situated at Yelechosahalli Village, which are morefully and particularly described in schedule 'A' properties. The suit schedule 'A' properties are ancestral properties of plaintiff. They belonged to her husband K.P Venkateshaiah, feet stood in his name he was in possession and subsequently after the death of K.P Venkateshaiah the khatha transferred to the name of plaintiff and she is continuing in possession and enjoyment as absolute owner in her own right. There are coconut trees in the suit schedule 'A' properties are all concocted and denied as false.

9. The averments made in para 3 of the plaint that, in the land in the land measuring 0.35 guntas in Sy.No.2, there is a house with two portions, in an extent of 40 X 40 feet, it consists of RCC roofed house, 3 rooms, and also Vapparu in the



front and back with tiled roof. The house is morefully and particularly described in 'B' schedule to this plaint and hereinafter referred to as suit schedule 'B' property are all concocted and denied as false.

10. The averments made in para 4 of the plaint that, the Plaintiff's husband K.P Venkateshaiah died, her first son Prakash is also dead and another son Chandrashekar died unmarried. The Plaintiff's daughter in law Savitha has left and is living else where. The Plaintiff's daughter is married and living with her husband. Thus, the Plaintiff is alone are all concocted and denied as false.

11. The averments made in para 5 of the plaint that, The Defendant has no manner of right, title or interest nor possession over any portion of the suit schedule 'A' property. The Defendant is known to Plaintiff's family and he requested plaintiff to allow him to store his agriculture implements and also tether cattle in a portion of the house in suit schedule 'B'



property. The Plaintiff in view of the acquaintance of defendant with her family, agreed and permitted him to store his agriculture implements, tether cattle in portion of the suit schedule 'B' property are all false.

12. The averments made in para No.6 that, the defendant as stated above is in possession of only a portion of the suit schedule 'B' property. He has no right, title or interest over any portion of suit schedule 'A' properties. But, taking undue advantage of weakness of Plaintiff that, she is an aged and ailing person, he has started interfering with her peaceful possession and enjoyment of the suit schedule 'A' properties, now since June, 2021. He is also making very serious and hectic attempts to dispossess Plaintiff. The Plaintiff complained to the police, but they have issued endorsement stating that, it is civil nature and Plaintiff may approach competent Civil Court are all false.



13. The averments made in para 7 of the plaint that, the Plaintiff also demanded defendant to remove his agriculture implements and quit from the portion of the schedule 'B' property. But he has not complied. **The Plaintiff is institution a separate suit in respect of suit schedule 'B' property against defendant for possession. The present suit is restricted only to suit schedule 'A' properties** where the defendant is interfering, he is plucking coconuts and utilizing proceeds for himself. He is also obstructing plaintiff and her labours from carrying on agricultural works are all false.

14. The averments made in para 7 of the plaint that, the defendants has also been threatening the plaintiff with dire consequences if she does not give up possession. The defendant were to in anyway interfere with plaintiff's peaceful possession and enjoyment of the suit schedule 'A' properties, or the defendant is a very powerful and influential person both politically and financial. The plaintiff is an aged, ailing, helpless,



innocent law abiding person and cannot resist or restrain the defendant without an order or decree of this Court are all false.

15. The averments made in para No.9 that, the cause of action for the suit has arise during june 2021, since when the defendant has been interfering with plaintiff's peaceful possession and enjoyment of the suit schedule 'A' properties, situated at Yelechosahalli village, Kasaba hobli, Channapatna Taluk, Ramanagara District, within the jurisdiction of this court are all false.

16. The averement made in para No.10 that, value of suit for the purpose of court fee and jurisdiction is as per the annexed valuation slip, and court fee is paid accordingly are all concocted and denied as false.

17. The defendants submits that, defendant is enjoying the suit schedule item No.1 on the basis of lease since 2013 till today, given by the plaintiff and her son of late Prakash, plaintiff and her son both of them have received 3,00,000/-



advance. Every year he is paying 30,000/- rent to suit item No.1, Plaintiff and her daughter-in-law are receiving the rent for the defendant. Plaintiff and her daughter-in-law of plaintiff by name Savitha are dividing the rent given by the defendant. Plaintiff without disclosing the true fact came with false facts before this court.

18. The defendant further submits that, in suit item No.3 there is a house, behind that, a mobile tower is located so the rent come from the mobile tower is going to the plaintiff and she peacefully enjoying the rent, suit item No.3 is not fit for cultivation there is no question of interference by the defendant over the suit item No.3, defendant is nothing to do with the suit item No.3.

19. The defendant further submits that, with respect to suit item No.2 is concern location of the property is unidentified, where about the property is not know to the plaintiff or the defendant, the plaintiff with mollified intention to harass the



defendant has filed, false suit against the defendant claiming that, defendant is interfering with the peaceful possession and enjoyment the suit schedule property.

20. The defendant further submits that, during the life-time of plaintiff son Prakash, he was working in police department and he was a residing at Channapattana, the plaintiff is age old lady and both of them can not take care and engaged themselves in the agricultural operations, because of this reason plaintiff and his son has came near the house of defendant and requested defendant to carry out of the agricultural operations. In the suit item No.1 on the basis of lease. Plaintiff and her son have receive Rs.3,00,000/- (Three lakhs rupees only) from the defendant as advance and Rs.30,0000/- rent fixed to the suit item No.1, defendant agreed to the offer given by he plaintiff and his son trusted their words and advanced the amounts to the plaintiff and her son entering



into the contract orally. Since today the defendant is in peaceful possession and enjoyment of the suit item No.1.

21. The Defendant further submits that, when such being the case, when the contract is in existence, plaintiff son Prakash was died, after the death of plaintiff son Prakash there was misunderstanding between the plaintiff and her daughter-in-law with respect to receiving of rent from the defendant till the death of Prakash everything was quiet and calm. Plaintiff always demanding the defendant to hand over entire rent to herself, in the mean while plaintiff daughter-in-law of the plaintiff have received few years rent form the defendant, thereafter plaintiff have started to giving threat and trouble to this defendant.

22. Defendant further submits that, the plaintiff has to return the advance amount paid him. Defendant has developed the land investing large amount he was malbari and banana in suit item No.01 by trust the words given by the plaintiff and her



son, now the defendant because scapegoat of the quarrel between the mother-in-law and the sister-in-law, defendant is poor agriculturist the defendant have entirely depends upon the agriculture income, if the plaintiff dispossess the defendant from the suit item No.1, he will be thrown to street. The defendant have planted banana saplings and now they are aged about 5 months and invested more then Rs.2,00,000/-(Two lakshs rupees only) for the banana agricultural and defendant suffering more than 5 to 6 lakhs loss if the defendant was vacated from suit item No.1, when the plaintiff is not in possession of the suit schedule property, there is no questioning interference by the defendant the suit of the plaintiff is in fractious due to lack of possession by the plaintiff.

23. The defendant further submits that, when the defendant is in possession of suit item No.1 as a mortgager there is no question of interfering over the suit item No.1 and



the filed by the Plaintiff with respect to suit item No.1 is in fractious and same is liable to the dismissed.

24. On the basis of the pleadings of parties as afore-stated, the following issues were framed by my learned predecessor;

ISSUES

- 1. Whether the plaintiff proves that, he is in possession of suit schedule properties as on date of filing of the suit?**
- 2. Whether the plaintiff proves that, the defendant is interfering with his peaceful possession and enjoyment over the suit schedule properties?**
- 3. Whether the plaintiff is entitled for the relief as sought for?**
- 4. What order or decree?**

25. In order to prove the case, the plaintiff has got examined herself as PW.1 and filed chief affidavit in lieu of examination in chief and re averred the same facts of plaint in the affidavit and got marked 05 documents which are got



marked at Ex.P-1 to P-5. On the other hand, the defendant examined herself as DW.1 and two witnesses as DW-2 & 3 and filed chief affidavit in lieu of examination in chief and re-averred the same facts of written statement and no marked any documents and closed their side defense evidence.

26. Heard the learned counsel for plaintiff and defendant.

27. On considering the evidence on record, my findings to the above issues are as under.

Issue No.1 - In the *partly Affirmative*

Issue No.2 - In the *partly Affirmative*

Issue No.3 - In the *partly Affirmative*

Issue No.4 - As per final order for the following

REASONS

28. **ISSUE No.1 to 3**: These issues are interlinked with each other, hence taken up together for common discussion to avoid the repetition of same facts.



29. The origins of law of injunctions can be traced to equity jurisprudence which was formulated in the Roman legal system. It was incorporated into the English legal system and thereafter it subsequently became a part of our legal system. The law of injunctions follows the dictum of "**Ubi jus ibi remedium**" (where there is a right there is a remedy). The Specific Relief Act 1963 exposes whereas kinds of reliefs and injunctions are one of them. Injunctions form a clause of preventive reliefs which are granted by the courts in circumstances where pecuniary compensation is either not commensurate to the wrongful act that has already been caused or is likely to be caused, or is altogether futile. **Injunctive relief in general or remedies of an equitable nature and thus act in personam and not in rem.** In order of injunction may be issued by the court for and against individuals, public bodies or even the state.



30. The brief facts of the case is that, the plaintiff is the absolute owner of suit schedule 'A' and 'B' properties. The 'A' schedule property consist three item properties, item No.1 to3 which are the land bearing Sy.No.35, measuring 01 acre 03 guntas, the land bearing Sy.No.48, measuring 03½ guntas and item No.3 property is the land bearing Sy.No.2 measuring 0.35 guntas. The suit schedule 'B' property is the RCC house measuring 40 X 40 feet situated in land bearing Sy.No.2, measuring 0.35 guntas. The plaintiff is the wife of K.P Venkateshaiah who was died leaving behind his wife/plaintiff and daughter. The daughter is living with her husband, the daughter-in-law of the plaintiff by name Savitha as left her house. The defendant has no manner of right, title or interest over the portion of suit schedule 'A' property. The Defendant is known to the plaintiff's family, he was requested the plaintiff to allow him to store his agricultural implements and for using of the space for the purpose of secure the cattle in 'B' schedule property. The Plaintiff agreed the request of the defendant and



permitted to store the agricultural implements and cattle. The defendant taking undue advantage of the plaintiff and obstructed the peaceful possession of the plaintiff in the suit properties. In para No.7 of the plaint it has stated that, the defendant to remove his agricultural implements and to quit from portion of suit schedule 'B' property. But, he has not complied. **The plaintiff is instituting a separate suit in respect 'B' schedule property against the defendant for possession. The present suit is restricted only to suit schedule 'A' property.** On the said reasons, the plaintiff is seeking relief of permanent injunction in respect of suit schedule properties.

31. On the other hand, the defendant filed written statement and denied the entire plaint averments made in para No.1 to 10. The defendant further contended in para No.10 of his written statement that, he has been enjoying the suit item No.1 property on the basis of lease since 2013 to till the date.



The suit item No.1 property given to the defendant by the plaintiff and her son Late.Prakash, plaintiff and her son both of them have received Rs.3,00,000/- as an advance. The parties have receiving Rs.30,000/- rent per anual to the suit item No.1 property. After the death of Prakash the plaintiff and her daughter-in-law are receiving the rent from the defendant. Both plaintiff and her daughter-in-law are dividing the rent given by the defendant. The defendant further contended that, in suit item No.3 property, there is a house, behind it a mobile tower is located, the rent come from the mobile tower to the plaintiff and she has been peacefully enjoying the rent out of suit item No.3 property. The suit item No.3 property is not fit for cultivation hence, there is no question of interference by the defendant upon the item No.3 property. It further contended that, during the life-time of son of plaintiff he was working in police department and he was residing at Channapattana, the plaintiff is aged old lady both of them cannot take care and engaged themselves in the agricultural operations. The plaintiff



and her son have received Rs.3,00,000/- from the defendant as advance and Rs.30,000/- rent fixed to the suit item No.1 property. The defendant agreed the offer and trusted the words of plaintiff and his son and given the said advance amount. Since the date of lease the defendant is in peaceful possession and enjoyment over the suit property.

32. The lease contract is in existence, the son of the plaintiff was died, after his death there was a misunderstanding between the plaintiff and her daughter-in-law with respect to receiving the rent amount from the defendant. The plaintiff demanding the rent from the defendant, in the meanwhile the daughter-in-law of the plaintiff insisting the defendant to give the rent in her favour, the daughter-in-law of the plaintiff as received for few years thereafter the plaintiff has started to give threat and trouble to this defendant in respect of the suit property. The defendant has planted banana saplings and now they are aged about five months, the defendant has invested



more than two lakhs for banana agricultural in suit item No.1 property. On the said reasons the defendant prayed to dismiss the suit of the plaintiff.

33. In order to prove the case, the plaintiff herself examined as PW-1 and filed chief affidavit in-lieu of examination-in-chief and re-averred the same facts of the plaint and got marked the documents at Ex.P1 to 5. The Ex.P1 is the RTC bearing Sy.No.35 for the year 2020-21 to the extent of 01 acre 3½ guntas vide MR H2/2016-17 is appearing in the name of present plaintiff. Ex.P2 is the RTC bearing Sy.No.48 for the year 2020-21 is appearing in the name of plaintiff to an extent of 3 ½ guntas vide MR H2/2016-17 on the ground of pouthi of her husband. Ex.P3 is the RTC bearing Sy.No.2/2 for the year 2020-21 to an extent of 0.35 guntas is appearing in the name of plaintiff vide MRH5/2013-14 on the ground of pouthi of her husband. The above survey number properties are suit properties 1 to 3 properties comes within 'A' schedule property.



Ex.P4 & 5 are the police acknowledgment and endorsement issued by PSI M.K Doddi police station. These Ex.P4 & 5 given by the said police in respect of the complaint given by the present plaintiff against this defendant.

34. On the other hand, in order to disprove the case of the plaintiff the present defendant examined himself as DW-1 and filed chief affidavit in-lieu of examination-in-chief and re-averred the same facts of his written statement. No documents are got marked as exhibits in his behalf. The two more witnesses examined themselves as DW-2 & 3 and they have re-averred the same facts of written statement in their affidavit.

35. The Plaintiff has produced the RTC extracts in respect of suit schedule 'A' property, it consists three item properties, the suit schedule 'A' properties are standing in the name of present plaintiff after death of her husband Venkateshaiah. As the plaint pleading the present plaintiff got one daughter and one son, the daughter got married and she is



living in her husband's house. The son of the plaintiff by name Prakash was serving as police, he died leaving behind his wife Savitha. There is no cordial relationship between the plaintiff and her daughter-in-law. The plaintiff in her plaint further stated that, she has been possession in the suit schedule A and B properties. The separate suit has been filed in respect of 'B' schedule property The suit is filed only for 'A' schedule property as per plaint pleading para No.7.

36. The defendant in para 10 of written statement took up a contention that, the plaintiff and her son had entered into the lease agreement in respect of suit item No.1 property, the defendant given an advance amount of Rs.3,00,000/- the plaintiff and her son agreed to receive Rs.30,000/- per month as rent amount. But the plaintiff either in her plaint or in cross-examination she did not agreed the suggestion that, herself and her son entered into the lease agreement in respect of suit item No.1 property in favour of the present defendant. The



defendant in his written statement and in his cross-examination stated and admitted there is a lease agreement in respect of suit item No.1 property. In case the present plaintiff agreed the suggestion of the defense counsel, that herself and her son entered into the lease agreement, the defendant could have been get the benefit in respect of suit item No.1 property but, unless produce the written documents, only on oral say it cannot possible to come to the conclusion that, the lease agreement was executed in favour of the defendant by the plaintiff and her son. The lease agreement is a compulsory registrable document. Even though, the plaintiff agreed the say of the defendant, it cannot possible to get benefit from it. The defendant in his written statement stated that, he has given the advance amount of Rs.3,00,000/- on the hands of both plaintiff and her son but, no documents are produced and no documents are speaking upon it. As already said above the contention of the defendant shall be proved by the cogent written documents. Only on mere say, it cannot possible to



believe the contention of the defendant what has stated in the written statement is true. The PW-1 in her cross-examination herself denied the suggestion that, herself and her son have entered into the lease agreement in respect of suit item No.1 property and the defendant has been possession in the said property since the date of lease. The DW-1 in his cross-examination himself admitted the suggestion that, no written lease agreement and no documents are produced in respect of lease executed by the plaintiff and her son as stated in his written statement.

37. The defendant in order to disprove the case examined two more witnesses as DW-2 & 3. DW-2 is the daughter-in-law of the plaintiff, herself deposed evidence in favour of the defendant but, no documents are corroborate to prove her oral evidence. As already said above there is a misunderstanding between the plaintiff and DW-2, in that situation how the DW-2 could depose evidence in favour of the



plaintiff. Even though, she deposed evidence in favour of defendant, no documents are produced to prove it. One more witness examined as DW-3 but, no documents are produced on behalf of his evidence. In the cross-examinations of DW-2 & 3 themselves deposed that, no documents got executed in respect of the suit item No.1 property.

38. Finally, as discussed above the suit item No.1 to 3 properties comes within 'A' schedule property are appearing in the name of the present plaintiff. The plaintiff seeking the relief of bare injunction in respect of suit schedule 'A' property. As stated in plaint No.7 the suit is only restricted to 'A' schedule property. The separate suit filing in respect of suit schedule 'B' property. As already discussed above the suit schedule 'A' properties standing in the name of present plaintiff. Hence, the plaintiff has every right to protect her property from the defendant. Therefore, I answered Issue No.1 to 3 are **in the partly Affirmative.**



39. **ISSUE No.4:-** In the result of foregoing reasons and findings on Issue No.1 to 3, I proceed to pass the following:

ORDER

The suit of the plaintiff is hereby partly decreed with cost.

The defendant is hereby restrained from interfering with the peaceful possession and enjoyment of plaintiff over the suit schedule 'A' property.

Draw decree accordingly.

*(Dictated to the Stenographer directly on computer, typed by her, the same is corrected, revised, signed and then pronounced in the open court on **03rd day of June, 2026**).*

**(Suresha.S.N.)
Addl Civil Judge & JMFC
Channapatna.**

ANNEXURE

List of witnesses examined on behalf of plaintiff :

PW-1 : Smt.Bhagyamma W/o Late.K.P Venkateshaiah

List of Exhibits marked on behalf of plaintiff :

Ex.P1 to 3 : Computerized RTC's bearing Sy No.35, 48 & 2/2
Ex.P4 : Police acknowledgment
Ex.P5 : Police endorsement



List of Witnesses examined on behalf of defendants :

- DW-1 : Sri.Raju S/o Late.Boraiah
DW-2 : Smt.Savitha W/o Late.Prakash
DW-3 : Sri.Lingaraju T.M S/o Late.Mallegowda

List of Exhibits marked on behalf of defendants :

--NIL--

**(Suresha.S.N.)
Addl.Civil Judge & JMFC.,
Channapatna.**



Judgment pronounced in open court

(Vide Separate Order sheet)

ORDER

The suit of the plaintiff is hereby partly decreed with cost.

The defendant is hereby restrained from interfering with the peaceful possession and enjoyment of plaintiff over the suit schedule 'A' property.

Draw decree accordingly.

**Addl. Civil Judge and JMFC.,
Channapatna.**