

KARN320008832014



Presented on : 04-06-2014  
Registered on : 04-06-2014  
Decided on : 27-03-2026  
Duration : 11 years, 9 months, 23 days

**IN THE COURT OF THE PRL. CIVIL JUDGE & JMFC.,**  
**KANAKAPURA**

Present: Smt. Radha S, **B.A., LL.M.**,  
Prl. Civil Judge & JMFC.,  
Kanakapura.

**Dated this the 27<sup>th</sup> day of March 2026**

**O.S./222/2014**

**Plaintiff:** Smt. Kempamma  
W/o late Veerabhadraiah  
Aged about 70 years,  
R/o: Doddasadenahalli Village,  
Maralavadi Hobli,  
Kanakapura Taluk,  
Ramanagara District.

**(By Sri. K.Y.S., Advocate)**

**V/s**

**Defendant:** Sri. Kunnappa @ Kunnegowda  
S/o late Veerabhadregowda  
Aged about 45 years,  
R/o: Doddasadenahalli Village,  
Maralavadi Hobli,



Kanakapura Taluk,  
Ramanagara District.

**(By Sri. M.G., Advocate)**

Date of Institution of Suit : 04-06-2014  
Nature of Suit : Permanent Injunction  
Date of Recording of evidence : 17-09-2019  
Date, on which Judgment was pronounced : 27-03-2026  
Total Duration : Year/s Month/s Day/s  
11 09 23

**(Radha S.)**  
Prl. Civil Judge & JMFC.,  
Kanakapura.

### **JUDGMENT**

This is a suit filed by the plaintiff against defendant for the relief of permanent injunction in respect of land bearing Sy.No.72/3 measuring 00 acre 29 guntas situated at Chikkasadena Halli Village, Maralavadi Hobli, Kanakapura Taluk, Ramanagara District to restrain the defendant, his agents, servants or anybody acting on his behalf from interfering with the plaintiff's peaceful possession and enjoyment over the above mentioned property in any



manner. The description of the above property is clearly described in the plaint schedule and herein after referred as the suit schedule property.

**The case of the plaintiff in brief is as under:-**

**2.** It is averred by the plaintiff that, the suit schedule property was originally belonged to the father-in-law of the plaintiff viz Kada S/o Veerabhadraiah. The katha pertaining to the suit schedule property was also standing in the name of said Kada S/o Veerabhadraiah and he was in possession and enjoyment of the same till his death. The husband of the plaintiff viz Veerabhadraiah was the only son of Kada S/o Veerabhadraiah. The said Kada S/o Veerabhadraiah and his only son viz Veerabhadraiah were dead. After the said Kada S/o Veerabhadraiah and Veerabhadraiah, the plaintiff and her children have inherited the suit schedule property. The katha pertaining to the suit schedule property is also transferred in the name of plaintiff under M.R.No.H6/2013-2014. Since then the plaintiff has become an absolute owner in possession and enjoyment of the suit schedule property. The plaintiff is cultivating the suit schedule property by paying tax to the concerned department.



**3.** Further it is averred by the plaintiff that the defendant is not having any manner of right, interest, title or possession on the suit schedule property. Even though the defendant is trying to interfere into the peaceful possession and enjoyment of the plaintiff over the suit schedule property. However the plaintiff tried to resist the defendant from such illegal acts but all her efforts are went in vain as the defendant is very powerful and influential person. Hence without having any other go, in order to prevent the illegal acts of the defendant, the plaintiff has come up with this suit with above relief. On these grounds the plaintiff prayed to decree the suit.

**4.** After registering the suit, suit summons was issued to the defendant. In pursuance of summons defendant has put his appearance before the court through his counsel and filed written statement.

**5.** In the written statement, the defendant has denied the entire averments of the plaint. It is the specific defence of the defendant that the plaintiff is absolutely stranger and she is not having any manner of right, title, interest and possession on the suit schedule property. One Balegowda, Bhadragirigowda and Veerabhadregowda sons of Doddakunnegowda, Doddasadenahalli Village have jointly purchased the land bearing Sy.No.25 measuring 00 acre 18



guntas and Sy.No.72/3 measuring 29 guntas from one Choodalingegowda @ Shivanna S/o Choodegowda and his children under the registered sale deed dated 08-07-1962. After purchasing the same, the said Balegowda, Bhadragirigowda and Veerabhadregowda were jointly cultivating and enjoying the said lands.

**6.** Further it is contended by the defendant that the said Balegowda, Bhadragirigowda and Veerabhadregowda were partitioned their family properties under an oral partition in the year 1965. In the said oral partition, the land bearing Sy.No.65 measuring 00 acre 18 guntas was allotted to Balegowda and Bhadragirigowda and land bearing Sy.No.72/3 measuring 00 acres 29 guntas was allotted to Veerabhadregowda as their respective shares. The said Veerabhadregowda is none other than the father of the defendant. The said Balegowda, Bhadragirigowda and Veerabhadregowda are illiterate and ignorant persons as such they did not change the kathas into their names as per oral partition. The vendor of the said Balegowda, Bhadragirigowda and Veerabhadregowda viz Choodalingegowda @ Shivanna was purchased the land bearing Sy.No.72/3 measuring 29 guntas i.e suit schedule property from one Maregowda S/o Karikunnanaveerabhadregowda and his brother's Veerabhadregowda under the registered sale deed dated



02-05-1960 and since then he was in possession and enjoyment of the suit schedule property till 1962. After purchasing the properties, the father and uncles of the defendant were in possession and enjoyment of the suit schedule property till 1965. In the year 1965 the defendant and his other two brothers were partitioned their family properties. In the said partition, the suit schedule property was allotted to the defendant's father as his share. The father of the defendant was dead in the year 1981 and after his death the defendant and his brothers have succeeded the suit schedule property. The defendant and his brothers are in possession and enjoyment of the suit schedule property without anybodies interruptions. The plaintiff is absolutely stranger and having no manner of right, title, interest and possession on the suit schedule property. But by taking the advantage of non transfer of kathas in the name of the defendant's father, the plaintiff has created false mutation and revenue documents in her name by colluding with revenue officials. The plaintiff is not in possession of the suit schedule property as such question of interfering into the possession of the plaintiff by the defendant do not arise at all. In fact the plaintiff is interfering into the peaceful possession and enjoyment of the defendant with the help of her henchmen. The plaintiff has not approached the court with clean hand. The plaintiff



is not in possession of the suit schedule property. Even though in order to grab the suit schedule property has filed this false and frivolous suit on the basis of created revenue documents by suppressing all real facts. As such the plaintiff is not entitled to any relief. On these grounds the defendant prayed to dismiss the suit.

7. On the strength of these competing pleadings and on the basis of documents produced by the plaintiff, following issues have been framed:

- 1) **Whether the plaintiff proves that, he is in possession in respect of suit schedule property ?**
- 2) **Whether the plaintiff proves that, the alleged interference by the defendant ?**
- 3) **Whether the plaintiff is entitled for the relief's as prayed ?**
- 4) **What order or decree ?**

8. Trial consisted of examination of original plaintiff, who examined as PW1 and got exhibited the documents at Ex.P.1 to Ex.P.7. **But as per order dated 11-11-2021 the evidence adduced by the PW1 was withdrawn.** There after the SPA holder of the plaintiff viz Veerabhadraiah examined



as PW2 and got exhibited the documents at Ex.P.1 to Ex.P.8 and closed her side evidence. On the other hand the SPA holder of defendant viz Sri.Bhadragiriaiah examined as DW1 and got exhibited the documents at Ex.D.1 to Ex.D.20. In support of his defence, the defendant has also adduced the evidence of three independent witnesses as DW2 to DW4 and closed his side evidence. Thereafter case was posted for arguments.

**9.** Heard the arguments canvassed by the learned counsels for the plaintiff and defendant at length in great detail. Scrutinized the oral as well as documentary evidence placed on record.

**10.** On scanning of evidence placed on record and having heard arguments, my findings to the above issues are as under:

Issue No.1 : Affirmative.

Issue No.2 : Affirmative.

Issue No.3 : Affirmative.

Issue No.4 : As per final order for the following;

**::REASONS::**

**11. ISSUE NO.1:** To prove the case of the plaintiff on preponderance of probabilities, the SPA holder of the



plaintiff viz Sri.Veerabhadraiah has adduced his evidence before the court by way of filing his examination-in-chief in the form of an affidavit and examined as PW2. In the affidavit the PW2 has reiterated the averments made in the plaint. The case of the plaintiff is clearly explained in above. In support of his oral evidence, the PW2 has produced in all as many as 8 documents.

**12. Ex.P.1** is the G-tree issued by the Village Accountant of Doddasadenahalli Circle. **Ex.P.2** is the mutation extract M.R.No.H6/2013-2014 transferred from Kada to plaintiff. **Ex.P.3** are the certified copy of hand written RTCs pertaining to the suit schedule property standing in the name of one Kada S/o Veerabhadra (4 in numbers). **Ex.P.4** are the certified copy of RTCs pertaining to the suit schedule property standing in the name of one Kada S/o Veerabhadra (2 in numbers). **Ex.P.5** is the certified copy of settlement Akarbandh. **Ex.P.6** is the certified copy of survey Atlas. **Ex.P.7** is the certified copy of Village Pakka Bookku and **Ex.P.8** is the special power of attorney executed by the plaintiff in favour of PW2.

**13.** I have meticulously gone through the entire documents produced by the plaintiff. From the documents produced by the plaintiff it is crystal clear that, **the suit schedule property was originally belonged to one Kada S/o**



**Veerabhadra who was none other than the father-in-law of the plaintiff.** There is no dispute with regard to the relationship of the plaintiff with the said Kada as such no much appreciation is required on the said aspect. As per RTCs marked at Ex.P.3 and Ex.P.4, the katha pertaining to the suit schedule property was stood in the name of father-in-law of the plaintiff viz Kada S/o Veerabhadra. Further as per Ex.P.2 it is clearly go to show that the suit schedule property is transferred in the name of plaintiff and as per Ex.P.4 the RTC is also entered in the name of plaintiff and she is in possession and enjoyment of the suit schedule property. The plaintiff by producing Ex.P.1 to Ex.P.8 has successfully proved that the suit schedule property was originally belonged to her father-in-law and after his death she got the same and in possession and enjoyment of the same. To test the oral testimony of the PW2, the learned counsel for the defendant has cross examined him at length but nothing has been elicited from him to disprove the plaintiff's case. Hence there are no reasons to disbelieve the case of the plaintiff as deposed in his chief examination.

**14.** To disprove the case of plaintiff and to substantiate his defense, the SPA holder of the defendant viz Sri.Bhadragiriaiah has filed his examination in chief in the form of an affidavit and examined as DW1. In the affidavit the DW1 has reiterated the written statement averments. In



support of his evidence DW1 has also produced as many as Ex.D.1 to Ex.D.17. **Ex.D.1** is the Special Power of Attorney copy executed by the defendant in favour of DW1. **Ex.D.2 to Ex.D.6** are the revenue documents. **Ex.D.7 and Ex.D.8** are the certified copy of hand written RTCs pertaining to land bearing Sy.No.72/3 standing in the name of Kada S/o Veerabhadra. **Ex.D.9 and Ex.D.10** are the RTCs pertaining to land bearing Sy.No.72/3 standing in the name of plaintiff-Smt.Kempamma. **Ex.D.11** is the tax paid receipt. **Ex.D.12** is the certified copy of order passed by the Assistant Commissioner, Ramanagara in R.A.No.96/2016-17 dated 12-06-2023. **Ex.D.13** is the certified copy of registered sale deed dated 02-05-1960, as per this document one **Chodelingegowda @ Shivanna S/o Choodegowda** had purchased 29 guntas of land in Sy.No.72/3 from one Maregowda S/o Karikunnana Veerabhadregowda and Veerabhadregowda. The contents of Ex.D.13 are reproduced as under:-

**ಸನ್ ವಂದು ಸಾವಿರದ ವಂಬೈನೂರ ಅರವತ್ತನೇ**  
**ಯಿಸ್ತಿ ಮೇ ತಾರೀಖು ಯರಡರಲ್ಲು** ಕನಕಪುರ ತಾಲ್ಲು,  
 ಮರಳವಾಡಿ ಹೋಬಳಿ ದೊಡ್ಡಸಾದೇನಹಳ್ಳಿ ಗ್ರಾಮದಲ್ಲಿ  
 ವಾಸವಾಗಿರುವ **ಮೋಟಬಾಳೇಗೌಡ್ ಚೂಡೇಗೌಡ್ ಮಗ**  
**ಚೂಡೇಲಿಂಗೇಗೌಡ್ ವುರುಪ್ ಶಿವಣ್ಣನಿಗೆ** ಡಿಟೋ  
 ತಾಲ್ಲು ಡಿಟೋ ಹೋಬಳಿ ಡಿಟೋ ಗ್ರಾಮದಲ್ಲಿ  
 ವಾಸವಾಗಿಯಿರುವ **ಕರಿಕುನ್ನನವೀರಭದ್ರೇಗೌಡ್ ಮಗ**  
**ಮಾರೇಗೌಡನಾದ ನಾನು ಮತ್ತು ... ನನ್ನ ಅಣ್ಣನ ಮಗ**



**ವೀರಭದ್ರೇಗೌಡನು** ಸಹಾ ನಾವುಗಳು ಬರೆಸಿಕೊಟ್ಟ  
ಜಮೀನ್ ಕ್ರಯ ಪತ್ರಯೇನೆಂದರೆ

ಷಡ್ಯೂಲ್ ಸ್ವತ್ತಿನ ತಪ್ಪೀಲ್ ಡಿಟೋ ತಾಲ್ಕು ಡಿಟೋ  
ಹೋಬಳಿ ಚಿಕ್ಕಸಾದೇನಹಳ್ಳಿ ಗ್ರಾಮದ ಬಾಬ್ತು ನಮಗೆ  
ಪಿತ್ರಾರ್ಜಿತವಾಗಿ ಬಂದು ಹಾಲಿ ನಮ್ಮ ಸ್ವಾಧೀನಾನುಭವದಲ್ಲಿ  
ಯಿರುವ **ಸರ್ವೆ ಯಪ್ಪತ್ತೆರಡನೇ ನಂಬರ್ ಮೂರನೇ  
ಪೋಡಿ ಯಿಪ್ಪತ್ತೊಂಭತ್ತು ಗುಂಟೆಗೆ** ಆಕಾರ ಒಂದು  
ರೂಪಾಯಿ ಕಂದಾಯವುಳ್ಳ ಖುಷ್ಕಿ ಜಮೀನಿಗೆ ಚಕ್ಕುಬಂದಿ  
ಪೂರ್ವಕ್ಕೆ ಬಾಳೇಗೌಡ್ಡ ಮಗ ಮಾರೇಗೌಡ್ಡ ಜಮೀನು  
ಪಶ್ಚಿಮಕ್ಕೆ ಸರ್ಕಾರಿ ಕರಾಬ್ ಜಮೀನು ವುತ್ತರಕ್ಕೆ ಯಿದೇ  
ನಂಬರ್ ಪೈಕಿ ನನ್ನ ಚಿಕ್ಕಪ್ಪ ಕಾಡೇಗೌಡ್ಡ ಜಮೀನು ದಕ್ಷಿಣಕ್ಕೆ  
ಮಾರೇಗೌಡ್ಡ ಜಮೀನು ಯಿ ಮಧ್ಯೆ ಯಿರುವ ಜಮೀನನ್ನು  
ಯಿ ಮೇಲ್ಕಂಡ ಮೊಬಲಿಗೆ ನಿಮಗೆ ಕ್ರಯಕ್ಕೆ ಕೊಟ್ಟಿರುತ್ತೇವೆ  
ಯಂಬುದಾಗಿ ನಮ್ಮಗಳ ಖುದ್ದು ರಾಜಿಯಿಂದ ವಪ್ಪಿ  
ಬರೆಸಿಕೊಟ್ಟ ಜಮೀನ್ ಶುದ್ಧ ಕ್ರಯಪತ್ರ.....

**15. Ex.D.14** is the certified copy of registered sale deed dated 08-07-1962, as per this document one Balegowda and Bhadragirigowda and Veerabhadragowda S/o Doddakunnegowda have purchased 18 guntas of land in Sy.No.65 and 29 guntas of land in Sy.No,72/3 **from one Choodelingowda @ Shivanna S/o Choodegowda.** The contents of Ex.D.14 are reproduced as under:-

ಸನ್ ಸಾವಿರದ ವಂಭೈನೂರ ಅರವತ್ತಯರಡನೇ ಯಿಸವಿ  
ಜೂಲೈ ಮಾಹೆ ತಾರೀಖು ಯಂಟರಲ್ಲು ಕನಕಪುರ ತಾಲ್ಲೋಕು  
ಮರಳವಾಡಿ ಹೋಬಳಿ ದೊಡ್ಡಸಾದೇನಹಳ್ಳಿ ಗ್ರಾಮದಲ್ಲಿರುವ  
ದೊಡ್ಡಕುನ್ನೇಗೌಡರ ಮಕ್ಕಳು ಬಾಳೇಗೌಡರು ಮತ್ತು



ಭದ್ರಗಿರಿಗೌಡರಿಗೂ ಸಹ ಮತ್ತು ವೀರಭದ್ರೇಗೌಡರಿಗೂ ಸಹ ಸದರಿ ದೊಡ್ಡಸಾದೇನಹಳ್ಳಿ ಗ್ರಾಮದಲ್ಲಿರುವ ಚೂಡೇಲಿಂ ಅಲ್ಲ ಚೂಡೇಗೌಡರ ಮಗ ಚೂಡೇಲಿಂಗೇಗೌಡ ವುರುಪ ಶಿವಂಣನಾದ ನಾನು ನನಗಾಗಿಯೂ ಮತ್ತು ನನ್ನ ಮೈನರ್ ಮಕ್ಕಳು ಒಂದನೆ ಮಗ ಹದಿಮೂರು ವರ್ಷ ವಯಸ್ಸುಳ ರಾಮ, ಯರಡನೆ ಮಗ ವಂಭತ್ತು ವರ್ಷ ವಯಸ್ಸಿನ ಚೂಡಯ್ಯ ಮೂರನೆ ಮಗ ಏಳು ವರ್ಷ ವಯಸ್ಸಿನ ಶಿವಂಣ ಮತ್ತು ನಾಲ್ಕನೆ ಮಗ ಐದು ವರ್ಷ ವಯಸ್ಸಿನ ರಾಮಚಂದ್ರ ಯಿವರುಗಳಿಗೆ ಗಾರ್ಡಿಯನ್ ಆಗಿಯೂ ಸಹ ಬರೆದುಕೊಟ್ಟ ಜಮೀನ್ ಕ್ರಯಪತ್ರ

ಷೆಡ್ಯೂಲ್ ಕನಕಪುರ ತಾಲ್ಲೋಕು ಮರಳವಾಡಿ ಹೋಬಳಿ ಚಿಕ್ಕಸಾದೇನಹಳ್ಳಿ ಗ್ರಾಮದಲ್ಲಿ ನನ್ನ ಹೆಸರಿಗೆ ಖಾತೆಯಿರುವ ಮತ್ತು ನನ್ನ ಭಾಗಕ್ಕೆ ಬಂದು ಹಾಲಿ ನನ್ನ ಸ್ವಾಧೀನಾನುಭವದಲ್ಲಿರುವ ಸದರಿ ಚಿಕ್ಕಸಾದೇನಹಳ್ಳಿ ಗ್ರಾಮದ **ಸರ್ವೆ ಅರವತ್ತ ಐದನೇ ನಂಬರ್ ಪೈಕಿ ಹದಿನೆಂಟು ಗುಂಟೆಗೆ** ಆಕಾರ ಯಂಟು ಆಣೆವುಳ್ಳ ಜಮೀನಿಗೆ ಚಕ್ಕುಬಂದಿ ಪೂರ್ವಕ್ಕೆ ..... ಪೈಕಿ ನನ್ನ ತಮ್ಮ ಬಾಳೆಗೌಡ ವುರುಪ್ ಕರಿಯಪ್ಪನ ಹಿನ್ನೆ ಜಮೀನು ಪಶ್ಚಿಮಕ್ಕೆ ಭದ್ರಗಿರಿಗೌಡ ಚೂಡೇಲಿಂಗೇಗೌಡ, ಬಾಳೆಗೌಡ ಮತ್ತು ಚೂಡೇಗೌಡ ಯಿವರುಗಳ ಜಮೀನು ಉತ್ತರಕ್ಕೆ ಬಾಳೆಗೌಡ ವುರುಪ್ ಕರಿಯಪ್ಪನ ಜಮೀನು ದಕ್ಷಿಣಕ್ಕೆ ಮಾರೇಗೌಡನ ಜಮೀನು ಅಲ್ಲ ಸರ್ಕಾರಿ ಏರಿ ಈ ಮಧ್ಯೆಯಿರುವ ಜಮೀನನ್ನು .... ಸದರಿ ಚಿಕ್ಕಸಾದೇನಹಳ್ಳಿ ಗ್ರಾಮದ ಮಾರೇಗೌಡ ಮತ್ತು ವೀರಭದ್ರೇಗೌಡ ಯಿವರುಗಳಿಂದ 10.6.1960 ರಲ್ಲಿ 2616 ನೇ ನಂಬರು ರಿಜಿಷ್ಟರು ದಸ್ತವೇಜು ಮೂಲ್ಕ ಕ್ರಯಕ್ಕೆ ಪಡೆದು ಹಾಲಿ ನನ್ನ ಸ್ವಾಧೀನಾನುಭವದಲ್ಲಿರುವ ಸದರಿ ಚಿಕ್ಕಸಾದೇನಹಳ್ಳಿ ಗ್ರಾಮದ **ಸರ್ವೆ ಯಪ್ಪತ್ತಯರಡನೆ ಪೋಡು ಮೂರನೆ ನಂಬರಿನ ಪೂರಾ ವಿಸ್ತೀರ್ಣ ಯಿಪ್ಪತ್ತ ವಂಭತ್ತು ಗುಂಟೆಗೆ** ಆಕಾರ ಸಸ್ತು ದೇಬಲ್ ಒಂದು



ರೂಪಾಯಿ ಮೂರಾಣೆವುಳ್ಳ ಜಮೀನಿಗೆ ಚಕ್ಕುಬಂದಿ  
 ಪೂರ್ವಕ್ಕೆ ಬಾಳೇಗೌಡರ ಮಗ ಚೂಡೇಗೌಡರ ಜಮೀನು  
 ಪಶ್ಚಿಮಕ್ಕೆ ಹುಚ್ಚೇರೇಗೌಡರ ಜಮೀನು ಉತ್ತರಕ್ಕೆ  
 ಕಾಡೇಗೌಡರ ಮಗ ವೀರಭದ್ರನ ಜಮೀನು ದಕ್ಷಿಣಕ್ಕೆ ಸರ್ಕಾರಿ  
 ಏರಿ ಈ ಮಧ್ಯೆ ಯಿರುವ ಜಮೀನು ಸ್ಥಳ ಬಂದು .... ಯರಡು  
 ... ಸ್ವತ್ತುಗಳನ್ನು ಕ್ರಯಕ್ಕೆ ಕೊಟ್ಟಿರುತ್ತೇನೆಂತ ಬರೆದುಕೊಟ್ಟ  
 ಕ್ರಯಪತ್ರ.....

**16. Ex.D.15** is the RTC for the year 2012-2013 pertaining to land bearing Sy.No.72/3 standing in the name of Kada S/o Veerabhadra. **Ex.D.16** is the RTC for the year 2013-2014 pertaining to land bearing Sy.No.72/3 standing in the name of plaintiff and **Ex.D.17** is the certified copy of encumbrance certificate.

**17.** I have carefully gone through the documents produced by the defendant/DW1. **It is the specific defence of the defendant that his father and uncles viz Balegowda, Bhadragirigowda and Veerabhadregowda have jointly purchased the suit schedule property from one Choodalingegowda @ Shivanna S/o Choodegowda under the registered sale deed dated 08-07-1962 and the said sale deed is marked at Ex.D.14.** Further it is the defence of the defendant that, the vendor of said Balegowda, Bhadragirigowda and Veerabhadregowda viz Choodalingegowda @ Shivanna had purchased the suit schedule property from one Maregowda S/o Karikunnana



Veerabhardregowda and Veerabhadregowda under the registered sale deed dated 02-05-1960 and the said sale deed is marked at Ex.D.13. **It is pertinent to note that, as per Ex.D.2 to Ex.D.6 the katha pertaining to suit schedule property are standing in the name of one Kada S/o Veerabhadra.** As per the hand written RTCs for the year 69-70 to 73-74 and 93-94 to 96-97 marked at Ex.D.7 and Ex.D.8, the suit schedule property was standing in the name of one Kada S/o Veerabhara. As per the documents marked at Ex.D.2 to Ex.D.8 it is crystal clear before the court that the katha pertaining to the suit schedule property at the time of execution of registered sale deeds marked at Ex.D.13 and Ex.D.14 were not standing either in the name of defendant's vendor or in the names of defendant's father's vendor's vendor. Ex.D.13 was written in the year 1960 and Ex.D.14 was written in the year 1962 but as on the date of execution of those sale deeds, the katha pertaining to land bearing Sy.No.72/3 measuring 29 guntas were standing in the name of plaintiff's father-in-law viz Kada S/o Veerabhadra but not in the names of defendant's vendors or their vendor's vendor. The defendant's father's vendor or their vendor's vendor were not having any title, right and possession on the suit schedule property to sell the same under Ex.D.13 and Ex.D.14 as such the sale



deeds marked at Ex.D.13 and Ex.D.14 are not binding on the plaintiff.

**18.** The DW1 in his cross examination has clearly admitted that the plaintiff is the daughter-in-law of said Kada and the katha pertaining to the suit schedule property was standing in the name of said Kada. The portion of cross examination of DW1 dated 03-11-2025, 06-11-2025 and 04-02-2026 are reproduced as under :-

**Cross examination of DW1 dated 03-11-2025**

2. ನಿಡಿ-2ರ ಪ್ರಕಾರ ಸರ್ವೆ ನಂ.72/3ರ ದಾಖಲೆಯು ಕಾಡ ಎನ್ನುವವರ ಹೆಸರಿಗೆ ಬರುತ್ತಿದೆ. ಸದರಿ ಕಾಡ ಎನ್ನುವವರು ವಾದಿಯ ಗಂಡನ ತಂದೆ ಎಂದರೆ ಸರಿ. ನಿಡಿ-2ರ ಪ್ರಕಾರ ಸರ್ವೆ ನಂ.72/2ರ ಜಮೀನು ಕಾಡ ಬಿನ್ ಕುನ್ನ ಎನ್ನುವವರ ಹೆಸರಿಗೆ ನಮೂದು ಇದೆ ಎಂದರೆ ಸಾಕ್ಷಿಯು ದಾಖಲೆಯನ್ನು ನೋಡಿ ಹೌದು ಎಂದು ನುಡಿಯುತ್ತಾರೆ. ನಿಡಿ-2 ರಿಂದ ನಿಡಿ-8 ರ ಪ್ರಕಾರ ಸರ್ವೆ ನಂ.72/3ರ ಜಮೀನು ಕಾಡ ಬಿನ್ ವೀರಭದ್ರ ಎನ್ನುವವರ ಹೆಸರಿಗೆ ನಮೂದು ಇದೆ ಎಂದರೆ ಸರಿ. ನಿಡಿ-9 ಮತ್ತು ನಿಡಿ-10ರ ಪ್ರಕಾರ ಸರ್ವೆ ನಂ.72/3ರ ಜಮೀನು ವಾದಿಯ ಹೆಸರಿಗೆ ಬರುತ್ತಿದೆ ಎಂದರೆ ಸರಿ. ನಿಡಿ-9 ಮತ್ತು ನಿಡಿ-10ರ ಪಹಣಿ ಪತ್ರಿಕೆಗಳ ಅನುಭವದ ಕಾಲಗಳಲ್ಲಿ ವಾದಿಯ ಹೆಸರು ಬರುತ್ತಿದೆ ಎಂದರೆ ಸಾಕ್ಷಿಯು ದಾಖಲೆಗಳಲ್ಲಿ ಇದೆ ಆದರೆ ಅವರು ಸ್ವಾಧೀನದಲ್ಲಿ ಇಲ್ಲ ಎಂದು ನುಡಿಯುತ್ತಾರೆ.

**Cross examination of DW1 dated 06-11-2025**

4. .... ಸರ್ವೆ ನಂ.72/2ರ ಜಮೀನು ಈಗ ಯಾರ ಹೆಸರಿನಿಂದ ಬರುತ್ತಿದೆ ಎಂದು ಕೇಳಿದ ಪ್ರಶ್ನೆಗೆ ಸಾಕ್ಷಿಯು



**ವೀರಭದ್ರೇಗೌಡ ಬಿನ್ ದೊಡ್ಡಕುನ್ನೇಗೌಡ ರವರ ಹೆಸರಿಗೆ ಬರುತ್ತಿದೆ ಎಂದು ನುಡಿಯುತ್ತಾರೆ. ವೀರಭದ್ರೇಗೌಡ ನನ್ನ ತಂದೆ ಎಂದರೆ ಸರಿ. ಸರ್ವೆ ನಂ.72/2ರ ಜಮೀನು ನಿಮ್ಮ ತಂದೆಯವರಿಗೆ ಹೇಗೆ ಬಂತು ಎಂದು ಕೇಳಿದ ಪ್ರಶ್ನೆಗೆ ಸಾಕ್ಷಿಯು ಕ್ರಯದ ಮೂಲಕ ಬಂದಿರುತ್ತದೆ ಎಂದು ನುಡಿಯುತ್ತಾರೆ. ಸರ್ವೆ ನಮ್ಮ ತಂದೆಗೆ ನಂ.72/2ರ ಜಮೀನಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಕ್ರಯಪತ್ರವು ಯಾವ ದಿನಾಂಕ, ತಿಂಗಳು ಮತ್ತು ವರ್ಷದಂದು ಆಗಿರುತ್ತದೆ ಎಂದು ನನಗೆ ಹೇಳಲು ಆಗುವುದಿಲ್ಲ. ಸರ್ವೆ ನಂ.72/2ಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ನಮ್ಮ ತಂದೆಯ ಹೆಸರಿಗೆ ಇರುವ ಕ್ರಯಪತ್ರ ನಮ್ಮ ಬಳಿ ಇರುತ್ತದೆ. ಸದರಿ ಕ್ರಯಪತ್ರವನ್ನು ಈ ದಾವೆಯಲ್ಲಿ ಹಾಜರುಪಡಿಸಲು ನನಗೆ ಯಾವುದೇ ತೊಂದರೆ ಇಲ್ಲ.**

7. ಸರ್ವೆ ನಂ.72/3ಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ಪಹಣಿ ಪತ್ರಿಕೆಗಳು 2013ರ ವರೆಗೂ ಕಾಡ ಬಿನ್ ವೀರಭದ್ರ ರವರ ಹೆಸರಿಗೆ ಬರುತ್ತಿತ್ತು ಎಂದರೆ ಸರಿ. ಆದಾದನಂತರ ನಿಡಿ-16ರ ಪ್ರಕಾರ ಸದರಿ ಸರ್ವೆ ನಂ.72/3ರ ಖಾತೆಯು ವಾದಿಯ ಹೆಸರಿಗೆ ಬದಲಾಗಿರುತ್ತದೆ ಎಂದರೆ ಸಾಕ್ಷಿಯು ಅವರು ಕಾನೂನು ಬಾಹಿರವಾಗಿ ಖಾತೆ ಮಾಡಿಸಿಕೊಂಡಿದ್ದಾರೆ ಮತ್ತು ಅವರ ಹೆಸರಿಗೆ ಪಹಣಿ ಇರಬಹುದು, ಆದರೆ ಸ್ವಾಧೀನಾನುಭವದಲ್ಲಿ ನಾವು ಇದ್ದೇವೆ ಎಂದು ನುಡಿಯುತ್ತಾರೆ. ವಾದಿಯ ಹೆಸರಿಗೆ ಖಾತೆ ಮಾಡಬೇಡಿ ಎಂದು ನೀವು ಏನಾದರೂ ತಕರಾರು ಸಲ್ಲಿಸಿದ್ದ ಎಂದು ಕೇಳಿದ ಪ್ರಶ್ನೆಗೆ ಸಾಕ್ಷಿಯು ನೋಟಿಸ್ಸು ಆ ಸಮಯದಲ್ಲಿ ನಮಗೆ ಯಾವುದೇ ಬಂದಿಲ್ಲ ಎಂದು ನುಡಿಯುತ್ತಾರೆ. ಖಾತೆಗಳನ್ನು ಮಾಡುವ ಸಮಯದಲ್ಲಿ ಸಾಮಾನ್ಯವಾಗಿ ಅದರ ಬಗ್ಗೆ ಗ್ರಾಮದಲ್ಲಿ ಪ್ರಚಾರ ಪಡಿಸುತ್ತಾರೆ ಎಂದರೆ ಸರಿ.

8. 1960 ರಿಂದ 1980ರ ವರೆಗೂ ಸರ್ವೆ ನಂ.72/3ರ ಜಮೀನಿನ ಖಾತೆಯು ವಾದಿಯ ಮಾವನ ಹೆಸರಿಗೆ ಬರುತ್ತಿದ್ದುದ್ದರ ವಿರುದ್ಧ ನಿಮ್ಮ ತಂದೆಯವರು ಏನಾದರೂ



ಪ್ರಶ್ನಿಸಿದ್ದ ಎಂದು ಕೇಳಿದ ಪ್ರಶ್ನೆಗೆ ಸಾಕ್ಷಿಯು ನಮ್ಮ ತಂದೆಯವರು ಅವಿದ್ಯಾವಂತರಾದ ಕಾರಣಕ್ಕೆ ಕ್ರಯಪತ್ರದ ಪ್ರಕಾರ ಅವರು ತಮ್ಮ ಹೆಸರಿಗೆ ಯಾವುದೇ ಖಾತೆ ಮಾಡಿಸಿಕೊಂಡಿರಲಿಲ್ಲ ಎಂದು ನುಡಿಯುತ್ತಾರೆ. ನನಗೆ ಈಗ 71ವರ್ಷ ವಯಸ್ಸು. ನಾನು 1978ರಲ್ಲಿ ಬಿಎ ಪದವಿಯನ್ನು ಪಡೆದುಕೊಂಡಿರುತ್ತೇನೆ. 1978ರಲ್ಲಿ ಆದರೂ ನಾನು ಖರೀದಿ ಪತ್ರದ ಆಧಾರದ ಮೇಲೆ ಖಾತೆ ಬದಲಾವಣೆಗೆ ಅರ್ಜಿ ಸಲ್ಲಿಸಬಹುದಾಗಿತ್ತು ಎಂದು ಕೇಳಿದ ಪ್ರಶ್ನೆಗೆ ಸಾಕ್ಷಿಯು ನಾನು ಸರ್ಕಾರಿ ನೌಕರಿಯಲ್ಲಿದ್ದ ಕಾರಣಕ್ಕೆ ಅದರ ಬಗ್ಗೆ ಅಷ್ಟಾಗಿ ಗಮನ ಹರಿಸಲಿಲ್ಲ ಎಂದು ನುಡಿಯುತ್ತಾರೆ.

9. ಖರೀದಿ ಪತ್ರದ ದಿನಾಂಕದಿಂದ ವಾದಿಯು ಈ ದಾವೆಯನ್ನು ಹೂಡುವವರೆಗೂ ನಾವುಗಳು ಯಾರು ಖಾತೆ ಮಾಡಿಸಿಕೊಳ್ಳಲು ಪ್ರಯತ್ನಪಡಲಿಲ್ಲ ಎಂದರೆ ಸಾಕ್ಷಿಯು ಮಾಡಿಸಿಕೊಳ್ಳಲಿಲ್ಲ ಸ್ವಾಧೀನಾನುಭವದಲ್ಲಿ ಎಂದು ನುಡಿಯುತ್ತಾರೆ. ನಾವು ಇದ್ದೇವು, ಹಾಗಾಗಿ ಸ್ವಾಧೀನಾನುಭವದಲ್ಲಿರುವ ವ್ಯಕ್ತಿಗಳಿಗೆ ಕಂದಾಯ ಇಲಾಖೆಯಿಂದ ಪಟ್ಟಾ ಪುಸ್ತಕವನ್ನು ಕೊಡುತ್ತಾರೆ, ಸದರಿ ಪಟ್ಟಾ ಪುಸ್ತಕವನ್ನು ನಾನು ಈ ದಾವೆಯಲ್ಲಿ ಹಾಜರುಪಡಿಸಿಲ್ಲ ಎಂದರೆ ಸರಿ. 1960 ರಿಂದಲೂ 2022ರ ವರೆಗೂ ದಾವಾಸ್ವತ್ತಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಕಂದಾಯವನ್ನು ಪಾವತಿಸಲು ನಿಮಗೆ ಏನು ತೊಂದರೆ ಇತ್ತು ಎಂದು ಕೇಳಿದ ಪ್ರಶ್ನೆಗೆ ಸಾಕ್ಷಿಯು ಏನು ತೊಂದರೆ ಇರಲಿಲ್ಲ, ಬಾಕಿ ಇದ್ದುದನ್ನು ಕಟ್ಟಿರುತ್ತೇವೆ ಎಂದು ನುಡಿಯುತ್ತಾರೆ.

11. ನಿಡಿ-13ರ ಆಧಾರದ ಮೇಲೆ ಚೂಡಲಿಂಗೇಗೌಡ ಉಃ ಶಿವಣ್ಣ ರವರ ಹೆಸರಿಗೆ ಆ ಪತ್ರದಡಿಯಲ್ಲಿ ಖರೀದಿ ಮಾಡಿದ ಜಮೀನಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಖಾತೆ ಆಗಿತ್ತು ಎಂದು ಕೇಳಿದ ಪ್ರಶ್ನೆಗೆ ಸಾಕ್ಷಿಯು ಖಾತೆ ಆಗಿರಲಿಲ್ಲ ಎಂದು ನುಡಿಯುತ್ತಾರೆ. **ನಿಡಿ-13ರಂತೆ ಕ್ರಯಪತ್ರವನ್ನು ಬರೆದುಕೊಡುವ ಕಾಲಕ್ಕೆ**



**ಸರ್ವೆ ನಂ.72/3ರ ಜಮೀನಿನ ಖಾತೆಯು ಯಾರ ಹೆಸರಿನಲ್ಲಿತ್ತು ಎಂದು ಕೇಳಿದ ಪ್ರಶ್ನೆಗೆ ಸಾಕ್ಷಿಯು ಕಾಡ ಬಿನ್ ವೀರಭದ್ರ ರವರ ಹೆಸರಿಗೆ ಇತ್ತು ಎಂದು ನುಡಿಯುತ್ತಾರೆ.** ಸರ್ವೆ ನಂ.72/2ರ ಖಾತೆಯು ಕಾಡ ಬಿನ್ ಕರಿಕುನ್ನ ರವರ ಹೆಸರಿಗೆ ಇತ್ತು.

12. .... ಸರ್ವೆ ನಂ.72/3ರಲ್ಲಿ 29 ಗುಂಟೆ ಜಮೀನು ಇದೆ. ಸರ್ವೆ ನಂ.72/2ರಲ್ಲಿ 32 ಗುಂಟೆ ಜಮೀನು ಇದೆ. ನಿಡಿ-13ರ ಪ್ರಕಾರ ಸದರಿ ಜಮೀನಿನ ಪೂರ್ವಕ್ಕೆ ಲಿಂಗೇಗೌಡ ಬಿನ್ ಕಾಡೇಗೌಡ ರವರ ಜಮೀನು, ಪಶ್ಚಿಮಕ್ಕೆ ಸರ್ಕಾರಿ ಗೋಮಾಳದ ಜಮೀನು, ಉತ್ತರಕ್ಕೆ ಇದೇ ಸರ್ವೆ ನಂಬರ್ ನ ಪೈಕಿ ನಮ್ಮ ಚಿಕ್ಕಪ್ಪನಾದ ಕಾಡೇಗೌಡ ರವರ ಜಮೀನು ಬರುತ್ತದೆ ಎಂದು ಬರೆಯಲಾಗಿರುತ್ತದೆ ಎಂದು ಕೇಳಿದ ಪ್ರಶ್ನೆಗೆ ಸಾಕ್ಷಿಯು ಉತ್ತರಕ್ಕೆ ಅವರ ಚಿಕ್ಕಪ್ಪನ ಸರ್ವೆ ನಂ.72/2ರ ಜಮೀನು ಬರುತ್ತದೆ ಎಂದು ನುಡಿಯುತ್ತಾರೆ.

### **Cross examination of DW1 dated 04-02-2026**

20. .... ವಾದಿಗೆ ತೊಂದರೆ ಕೊಟ್ಟ ಕಾರಣಕ್ಕೆ ವಾದಿಯು ನಮ್ಮ ವಿರುದ್ಧ ಹಾರೋಹಳ್ಳಿ ತಾಣೆಯಲ್ಲಿ ದೂರು ನೀಡಿದ್ದರು ಎಂದರೆ ಸರಿ. ತಾಣೆಯಲ್ಲಿ ಸದರಿ ವ್ಯಾಜ್ಯವು ಸಿವಿಲ್ ಸ್ವರೂಪದಾದ ಕಾರಣಕ್ಕೆ ನ್ಯಾಯಾಲಯಕ್ಕೆ ಹೋಗಿ ಎಂದು ನಮಗೆ ತಿಳಿಸಿರುತ್ತಾರೆ ಎಂದರೆ ಸಾಕ್ಷಿಯು ನಮಗೆ ಕ್ರಯಪತ್ರವಿದೆ, ಸ್ವಾಧೀನಕ್ಕೆ ಹೋಗಲು ಸಾಧ್ಯವಿಲ್ಲ ಎಂದು ವಾದಿಗೆ ಹೇಳಿ ಪೋಲೀಸರು ಕಳುಹಿಸಿ ಕೊಟ್ಟಿರುತ್ತಾರೆ ಎಂದು ನುಡಿಯುತ್ತಾರೆ.

**19.** While reading the cross examination of DW1, it is crystal clear before the court that the suit schedule property is not belonged to defendant's vendor or their vendor's



vendor. **During the cross examination, the DW1 has clearly admitted that the katha pertaining to the suit schedule property at the time of execution of registered sale deed marked at Ex.D.13 was standing in the name of plaintiff's father-in-law viz Kada S/o Veerabhadra. Hence the vendor's vendor of defendant's father has no marketable title on the suit schedule property to execute the registered sale deed in favour of defendant's father's vendor.** When the title of defendant's vendor and their vendor's vendor is under dispute or cloud then the question of considering the right of the defendant on the suit schedule property on the basis of sale deeds marked at Ex.D.13 and Ex.D.14 do not arise at all.

**20.** It is pertinent to note that it is the specific contention of the plaintiff that Sy.No.72/2 was originally belonged to the family of vendor's vendor of defendant's father but in the registered sale deed marked at Ex.D.13 survey number was wrongly mentioned as Sy.No.72/3 instead of Sy.No.72/2. On the basis of registered sale deed marked at Ex.D.13, the vendor of the defendant's father had executed the registered sale deed as per Ex.D.14 without rectifying the said mistake. More over on the basis of registered sale deed marked at Ex.D.14, the defendant has already transferred the katha of land bearing Sy.No.72/2 in the name of his



father and now the katha and RTC pertaining to Sy.No.72/2 are standing in the name of defendant's father. But by taking the undue advantage of wrong survey number mentioned in the sale deeds/Ex.D.13 and Ex.D.14, the defendant is also claiming his right on Sy.No.72/3 as well. The DW1 during his cross examination has clearly admitted that the katha pertaining to Sy.No.72/2 is transferred in the name of his father. The defendant has not produced any documents to establish on what basis they have transferred the katha of Sy.No.72/2. The defendant is not having any right to claim Sy.No.72/2 as well as Sy.No.72/3 on the basis of sale deed marked at Ex.D14. More over the vendor of defendant's father has no title and right to execute sale deed in respect of the suit schedule property. Hence the sale deeds marked at Ex.D.13 and Ex.D.14 will never affect the right of the plaintiff on the suit schedule property. Neither the defendant nor his father nor his family members will get any title, right on the suit schedule property on the basis of Ex.D.14 as the same was executed by a non-title holder. Though the defendant has denied the possession of the plaintiff over the suit schedule property but he has utterly failed to prove the right and title of their vendor and vendor's vendor on the suit schedule property to execute the sale deeds marked at Ex.D.13 and Ex.D.14. More over mere denial of title, right and possession of the plaintiff is not



enough, the party who denied the title of the another party has to establish their better title on the suit schedule property by producing the cogent evidence and documents. The defendant's family have already benefited under the sale deed marked at Ex.D.14 by getting katha and pahani in respect of Sy.No.72/2 in the name of defendant's father. If at all the defendant's father had purchased the Sy.No.72/2 under the registered sale deed then the defendant would have produce the sale deed related to Sy.No.72/2 before the court to prove the said fact. But the defendant has not produced any documents to show that on what basis they have got transferred the katha of the Sy.No.72/2.

**21. In the present case on hand the availability of the suit schedule property to the vendor of defendant's father and their vendor's vendor is itself under dispute/cloud.** It is pertinent to note that, Ex-D-13 and Ex.D-14 will never confer any title to the parties as the same were executed by a non-title holders. Ex.D.14 can not be accepted/considered in this as a title document of the defendant. In support of his case, the defendant has also adduced the evidence of three independent witnesses as DW2 to DW4 who got marked the documents at Ex.D.18 to Ex.D.20. The evidence and documents produced by the DW1 are sufficient to hold the right of the plaintiff on the suit schedule property as such no much appreciation is



required on the evidence adduced by the DW2 to DW4. From the defence of the defendant and admissions of DW1, it is clear before the court that on the basis of sale deeds marked at Ex.D.13 and Ex.D.14 the defendant is claiming his independent right on the suit schedule property thereby he is interfering into the plaintiff's peaceful possession on the suit schedule property. Hence the defendant must be restrained from such interference. The plaintiff is proved her right and possession on the suit schedule property by producing cogent documents. With these discussions this court proposes to answer Issue No.1 in the Affirmative.

**22. ISSUE NO.2 :** In the plaint as well as in his affidavit filed in-lieu-of examination in-chief, the plaintiff/PW1 has stated that, the defendant is interfering with her peaceful possession and enjoyment over the suit schedule property. Further it is pertinent to note that the defendant/their vendor/vendor's vendor are nowhere concerned to the suit schedule property. The denial of the plaintiff's title and possession on the suit schedule property is itself amount to interference of the defendant over the plaintiff's possession on the suit schedule property. Under these circumstances the case of the plaintiff as against defendant is to be accepted. From the pleadings of the plaintiff, defendant and evidence adduced by the PW2 it is proved that defendant is interfering with plaintiff's peaceful possession and



enjoyment over suit schedule property as alleged by the plaintiff in her plaint. To grant the discretionary relief of permanent injunction under Section 38 of Specific Relief Act the mere apprehension of the plaintiff about her wrongful dispossession from the suit schedule property is sufficient. Actual interference in all the nature of suits is not required. Considering the oral and documentary evidences produced by the plaintiff this court answers Issue No.2 in the Affirmative.

**23. ISSUE NO.3 :** For the reasons discussed on Issue Nos.1 and 2 by considering the facts and circumstances, the plaintiff is entitled to the relief sought under the suit accordingly this court answers Issue No.3 in the Affirmative.

**24. ISSUE NO.4 :** In view of above discussion this court proceeds to pass the following;

### **ORDER**

The suit of the plaintiff is hereby decreed.

The defendant, his agents, servants or anybody acting on his behalf are hereby restrained by way of Permanent Injunction from interfering with the plaintiff's peaceful possession and



enjoyment over the suit schedule property in any manner.

Considering the circumstances of the case, I direct the parties to bear their own cost.

Office to draw decree accordingly.

*(Dictated to the stenographer directly on computer, corrected by me then the Stenographer has taken print out, after taking printout corrected, signed and then Judgment pronounced by me in open court on 27<sup>th</sup> day of March 2026)*

**(Radha S.)**

Prl. Civil Judge & JMFC.,  
Kanakapura.

**: ANNEXURE :**

**1. List of witnesses examined for plaintiff/s:**

PW.1 : Kempamma  
PW.2 : Veerabhadraiah

**2. List of documents marked on behalf of the plaintiff/s:**

Ex.P1 : G-tree issued by the Village Accountant of Doddasadenahalli  
Ex.P2 : Mutation extract  
M.R.No.H6/2013-2014  
Ex.P3 : Certified copy of hand written RTCs  
Ex.P4 : Certified copy of RTCs  
Ex.P5 : Certified copy of settlement Akarbandh  
Ex.P6 : Certified copy of survey Atlas



- Ex.P7 : Certified copy of Village  
Pakka Bookku  
Ex.P8 : Special Power of Attorney

**3. List of witnesses examined for defendant/s :**

- DW.1 : Bhadragiriaiah  
DW.2 : Balegowda  
DW.3 : Kunnegowda  
DW.4 : Suresh

**4 List of documents marked on behalf of the defendant/s :**

- Ex.D1 : Special Power of Attorney  
Exs.D2 to 6 : Revenue documents  
Exs.D7 & 8 : Certified copy of hand written  
RTCs in Sy.No.72/3  
Exs.D9 & 10 : RTCs in Sy.No.72/3  
Ex.D11 : Tax paid receipt  
Ex.D12 : Certified copy of order by  
Assistant Commissioner,  
Ramanagara in RA.No.96/  
2016-17 dated 12-06-2023  
Ex.D13 : Certified copy of registered  
sale deed dated 02-05-1960  
Ex.D14 : Certified copy of registered  
sale deed dated 08-07-1962  
Exs.D15 &16 : RTCs in Sy.No.72/3  
Ex.D17 : Certified copy of encumbrance  
certificate  
Ex.D18 : RTC in Sy.No.77/1  
Ex.D19 : RTC in Sy.No.79/3  
Ex.D20 : RTC in Sy.No.78/6

Sd/-

(Smt. Radha.S)  
Prl. Civil Judge & J.M.F.C.,  
Kanakapura.