

KASM500010452017



Presented on : 11-10-2017
Registered on : 11-10-2017
Decided on : 04-08-2026
Duration : 8 Y, 9 M, 24 D.

IN THE COURT OF THE I ADDL. CIVIL JUDGE & JMFC.,
AT SHIKARIPURA

PRESENT: Shri.Dhananjay Hegde

B.com, LLB.,

I Addl.Civil Judge & JMFC., Shikaripura.

Dated: this the 04th of August 2026

OS.No.170/2017

PLAINTIFF:

Mohammed Saleem
S/o Nazeer Sab,
Aged about 44 years,
R/o Kumbaragundi Village,
Ajaad Nagara,
Shikaripura Town/Taluk.

(By Sri.MTR., Advocate)

-Vs.-

DEFENDANT:

1. K.Namadevappa
S/o Yallappa,
Aged about 67 years,
R/o Masuru Road,
Shikaripura Town.

4. Smt. Savithramma
D/o Namadevappa
Aged about 26 years.

(D1 by Sri.ML., Adv.)
(D4 by Sri.NGP., Adv.)

Date of Institution of the suit	:	11-10-2017		
Nature of the suit	:	Permanent Injunction		
Date of commencement of recording of evidence	:	17-08-2021		
Date on which the judgment was pronounced	:	04-08-2026		
Total duration	:	Years	Months	Days
		08	09	24

JUDGMENT

The plaintiff has filed the present suit seeking the relief of permanent injunction against the defendants, restraining them

from interfering with his peaceful possession of the suit schedule property.

2. It is the case of the plaintiff that defendant No. 1 executed a registered sale deed dated 11.05.2000 in favour of the plaintiff, conveying the suit schedule property in his favour. Pursuant to the said registered sale deed, the khata of the suit schedule property came to be changed in the name of the plaintiff. Subsequently, he built a Mangalore-tiled house on the suit schedule property. Thereafter, he obtained an electricity connection to house built thereon. The plaintiff has further pleaded that, after obtaining the electricity connection, he installed a turning machine and has also started an ice factory in the suit property.

3. The plaintiff has stated that the suit schedule property measures 20 X 13 feet. The total measurement of the property bearing no. 27/1, 27/1, 25/2 is 83 X 113 feet. In that portion, defendant No. 1 sold only the suit schedule property in favour of the plaintiff. On the eastern side of the suit schedule

property, the defendants' property—i.e., the remaining part of the 27/1, 27/1,25/2 property—is situated. The defendants' property and the plaintiff's property are bifurcated by a 20-foot-high wall.

4. The plaintiff has pleaded that defendant No. 1 and defendant Nos. 2 to 7 have filed O.S. No. 115/2016 for the relief of partition in the suit schedule property. There, the plaintiff herein has also been made a party to the suit, and in the said case, there is an order of temporary injunction restraining the plaintiff herein from alienating the suit schedule property. It is the assertion of the plaintiff that the house built on the suit schedule property reached a dilapidated condition. If it is not repaired by taking necessary measures, the machines installed in the suit schedule property will get damaged due to rainfall or other elements. Therefore, he has taken steps to repair the roof of the house situated on the suit schedule property. The defendants, on the premise of the pendency of O.S. No. 115/2016, interfered with the plaintiff's possession of the suit schedule property and, on 18.09.2017, restrained the plaintiff

from conducting repair work on the house situated on the suit schedule property. That is what has driven the plaintiff to approach this court by filing the present suit.

5. Upon service of summons, defendant Nos. 1 to 7 entered appearance. Defendant No. 1 filed a written statement admitting that he executed a sale deed dated 11.05.2000 in favour of the plaintiff, selling the suit schedule property. It is also admitted by defendant No. 1 that, pursuant to such sale deed, the revenue entries pertaining to the suit properties came to be changed in the name of the plaintiff. However, it is totally denied by defendant No. 1 that the plaintiff has built any house on the suit schedule property, and he has not installed any machines thereon. Defendant No. 1 has further contended that the plaintiff has let out the suit schedule property to some other person for running an ice factory. Therefore, the plaintiff is not at all in possession of the suit schedule property.

6. The Defendant No. 5 has filed a separate written statement, which has been adopted by defendant Nos. 2, 3, 6,

and 7. In the written statement, defendant No. 5 has admitted that on the western side of the suit schedule property, the defendants' remaining property existed. However, defendant No. 5 has stoutly contended that the defendants herein have filed O.S. No. 115/2016 for the relief of partition and separation of their share in the suit schedule property as well as the other ancestral properties.

7. In the said suit, a relief was sought for a declaration that the sale deed executed by defendant No. 1 herein in favour of the plaintiff herein is not binding on defendant Nos. 2 to 7. In the said suit, a temporary injunction restraining the plaintiff herein from alienating the suit schedule property has also been granted. Since the suit schedule property is an ancestral property of defendant Nos. 1 to 7, defendant No. 1, who is the father of defendant Nos. 2 to 7, could not have executed the sale deed conveying the suit schedule property in favour of the plaintiff, inasmuch as he had no absolute title to execute the sale deed.

8. It is further contended by defendant No. 5 that defendant Nos. 2 to 7 also have a right by birth in the suit schedule property. The alleged sale deed dated 11.05.2000 does not contain the signatures of defendant Nos. 2 to 7. That means, the said sale deed has been executed behind the backs of those defendants. Since defendant Nos. 2 to 7 have an inherent right over the suit schedule property, without their consent or without obtaining their signatures, such a sale deed could not have been executed. The factum of the execution of the sale deed by defendant No. 1 in favour of the plaintiff concerning the suit schedule property came to the knowledge of defendant Nos. 2 to 7 in the year 2016. Therefore, they filed O.S. No. 115/2016 seeking the relief of partition and a declaration that the sale deed dated 11.05.2000 is not binding on defendant Nos. 2 to 7.

9. Defendant No. 5 has further asserted that the plaintiff has let out the suit schedule property for an ice factory without any authority. Therefore, the plaintiff is not at all in possession of the suit schedule property; rather, someone else is running a factory thereon. Therefore, it cannot be held that the

plaintiff is in possession of the suit schedule property. It is vehemently contended by the defendants that defendant Nos. 2 to 7 are the true owners of the suit schedule property. The sale deed dated 11.05.2000 is a void document. Therefore, an injunction cannot be granted against the true owners. With this assertion, the defendants have sought the dismissal of the suit.

10. In view of the aforesaid rival pleadings, the following issues have been framed:

ISSUES

1. *Whether the plaintiff proves that, he is in possession and enjoyment over the suit schedule property as on the date of filing of the suit?*
2. *Whether the plaintiff further proves that, the alleged interference by the defendants?*
3. *Whether the plaintiff is entitled to the relief as sought for ?*
4. *What Order or decree?*

11. In order to prove his case, the plaintiff got himself examined as PW1 and got one more witness examined as PW2. The PW1 got Ex. P1 to P16 marked. On the other hand, defendant No. 5 got himself examined as DW1 and got Ex. D1 to D4 marked. The defendants got one more witness examined as DW2.

12. Heard the learned counsel appearing for the plaintiff and the defendants. Perused the materials available on record.

13. On consideration of the materials placed on record, this Court answers the aforesaid as hereunder:

Issue No.1 : In the Affirmative.
Issue No.2 : In the Affirmative.
Issue No.3 : In the Partly Affirmative.
Issue No.4 : As per the final order
for the following:

REASONS

14. **Issue No.1 and 2:-** As these issues are interconnected to each other, they are taken up together for common discussion, in order to avoid repetition of facts and evidence.

15. In the present case, the plaintiff has sought the relief of permanent injunction on the basis of his possession over the suit schedule property pursuant to the registered sale deed dated 11.05.2000 executed by defendant No. 1. It is the case of the plaintiff that, pursuant to the registered sale deed, the khata of the suit schedule property came to be changed in his name, and he has been in continuous possession and enjoyment of the property. That being the case, the defendants, who have filed O.S. No. 115/2016 for the relief of partition including the suit schedule property, attempted to interfere with the plaintiff's peaceful possession of the suit schedule property. Hence, a cause of action to file the present suit arose.

16. On the other hand, it is the contention of the defendants that defendant No. 1, who executed the registered sale deed dated 11.05.2000, did not have the absolute right to execute such a sale deed in favour of the plaintiff with respect to the suit property. Further, it is their categorical assertion that the suit schedule property is among the ancestral properties of defendant Nos. 1 to 7. Such being the case, defendant Nos. 2 to

7 have an inherent birthright over the suit schedule property. That being the case, the sale deed dated 11.05.2000 wherein the suit schedule property was sold in favour of the plaintiff is a void document. Hence, the defendants, who are the true owners, shall not be restrained from enjoying the entire property by way of a permanent injunction.

17. The present suit is only for the relief of a bare injunction. It is indeed a fact that O.S. No. 115/2016, filed by the defendants herein seeking the relief of partition wherein the suit schedule property is also one of the subject matters, is pending. However, in a suit for bare injunction, the entitlement of the defendants to get a partition or the likelihood of declaring the sale deed as void cannot be gone into in the present case. Therefore, the only points for consideration that arise are the lawful possession of the plaintiff as well as the interference and the entitlement of the plaintiff to get the relief as sought against the defendants.

18. The plaintiff, in his affidavit filed in lieu of chief examination, reiterated the plaint averments and produced a

certified copy of the sale deed dated 11.05.2000, i.e., Ex. P2. From the perusal of Ex. P2, it is forthcoming that defendant No. 1 herein executed the said sale deed in favour of the plaintiff, selling the suit schedule property in favour of the plaintiff. It is also proven that the property bearing assessment number 27/27/25 measures a total of 84 X 113 feet. Out of that measurement, only the suit schedule property—i.e., 20 feet X 13 feet—was sold by defendant No. 1 in favour of the plaintiff for a consideration of ₹8,000. The recitals of the said sale deed reveal that the entire sale consideration of ₹8,000 was paid on the date of execution of the sale deed, and the possession of the suit schedule property was also handed over in favour of the plaintiff on that day itself.

19. The PW1 has produced the assessment extract pertaining to the suit schedule property, i.e., Ex. P1. The perusal of Ex. P1 reveals that the suit schedule property is standing in the name of the plaintiff, and it is also shown that a commercial building is in existence on the said property. The PW1 has also furnished an endorsement issued by the TMC Shikaripura, i.e.,

Ex. P3. In Ex. P3, it is categorically mentioned that, on the basis of the registered sale deed dated 11.05.2000, the khata of the suit schedule property has been changed to the name of the plaintiff.

20. A conjoint reading of Ex. P1 to P3 unequivocally suggests an inference that a registered sale deed was executed by defendant No. 1 conveying the suit schedule property in favour of the plaintiff. Moreover, pursuant to the registered sale deed, the khata of the suit schedule property has been changed, and the assessment pertaining to the suit schedule property is also standing in the name of the plaintiff, which reveals his possession as well as the subsistence of a commercial building on the suit schedule property.

21. The PW1 has also produced Ex. P5 to P10, electricity bills, which show that in the suit schedule property, the plaintiff installed turning machines and obtained an electricity connection for industrial purposes. In order to substantiate his contention regarding the dilapidated condition of the Mangalore-

tiled house situated on the suit schedule property and the necessity to repair the same, he has produced Ex. P11 to P14, photographs. The Ex. P11 to P14 photographs reveal that the Mangalore-tiled house depicted in those photographs is in a dilapidated condition, and it also suggests an inference that immediate repair work has to be done with respect to the said property.

22. The PW1, in his cross-examination, deposed as to his possession over the suit schedule property. However, in the cross-examination of PW1, suggestions were put forth regarding the Ex. P2 sale deed executed in the absence of defendant Nos. 2 to 7. The learned counsel appearing for the defendants put forth suggestions to PW1 stating that defendant Nos. 2 to 6 were not present at the time of the execution of the Ex. P2 sale deed, and the Ex. P2 sale deed is void *ab initio* inasmuch as the said property is ancestral property. The PW1, in his cross-examination, simply denied those suggestions and stated that the suit property is the self-acquired property of defendant No. 1; hence, he sold the same.

23. It is to be noted that the present suit is a suit for bare injunction. The validity of the sale deed has already been made the subject matter of O.S. No. 115/2016, filed for the relief of partition and declaration. Therefore, the entitlement of defendant No. 1 to execute the sale deed, i.e., Ex. P2, cannot be reviewed in this suit, which is a suit for bare injunction. Therefore, in the cross-examination of PW1, nothing contrary to the case set up by the plaintiff regarding the execution of the sale deed by defendant No. 1 and his continued possession thereafter in the said suit property has been elicited.

24. The plaintiff's witness, i.e., PW2, in his chief examination, has deposed that defendant No. 1 executed a registered sale deed dated 11.05.2000 in favour of the plaintiff, conveying the suit schedule property for a consideration of ₹8,000. Further, in his chief examination, PW2 deposed that on the date of execution of the sale deed itself, the possession of the suit property was handed over, and in the said property, the plaintiff is running an ice factory. It is also stated by PW2 that defendant No. 1 executed such a sale deed stating that the suit

property was his self-acquired property. The learned counsel appearing for the defendants cross-examined PW2, and in the cross-examination, PW2 deposed that he does not know the fact that the suit property was earlier standing in the name of the father of defendant No. 1.

25. It is also deposed that he does not know the number of children of defendant No. 1's father. The PW2 has further deposed that defendant No. 1 sold the suit property stating that the said property was his self-acquired property. However, it is further deposed by PW2 that he has not examined any documents to arrive at the conclusion that the suit property is the self-acquired property of defendant No. 1.

26. It is to be noted that, even in the cross-examination of PW2, nothing has been elicited that contradicts the plaintiff's possession over the suit schedule property as on the date of filing of the suit pursuant to the registered sale deed executed by defendant No. 1. The entire scope of suggestions made by the defendants during the cross-examination of PW1 and PW2

shows that the entitlement or capacity of defendant No. 1 to execute the registered sale deed conveying the suit schedule property has been consistently disputed.

27. As observed above, in a suit for bare injunction, the consideration is lawful possession and the alleged interference. The entitlement of defendant No. 1 to execute the sale deed or the binding nature of the Ex. P2 sale deed on defendant Nos. 2 to 7 is already sub-judice before the court having competent jurisdiction in O.S. No. 115/2016. Therefore, while adjudicating the suit for bare injunction, this Court cannot embark upon the jurisdiction of the Court that is adjudicating the claim of partition put forth by defendant Nos. 2 to 7 with respect to the suit property.

28. The DW1 entered the witness box and reiterated his written statement averments in detail in his affidavit filed in lieu of chief examination. In his cross-examination, DW1 categorically admitted that after selling the suit schedule property in favour of the plaintiff, the plaintiff has been in

possession of the suit schedule property by building a Mangalore-tiled house over the property, and he has also installed a turning machine thereover.

29. Further, it is categorically admitted by DW1 that the plaintiff has obtained an electricity connection as well as a local authority license to run such an industry in the suit schedule property. The DW1 unequivocally admitted that an east-to-west 20 feet and north-to-south 13 feet space—i.e., the suit schedule property—has been sold to the plaintiff. Moreover, DW1 has further admitted that in the suit schedule property, the plaintiff is running an ice factory. The DW1 further categorically admitted that, on the basis of the registered sale deed, the khata of the suit schedule property has been changed to the name of the plaintiff.

30. From a perusal of the testimony of DW1 and his categorical admissions made during cross-examination, it is abundantly clear that defendant No. 1 executed a registered sale deed dated 11.05.2000, selling the suit schedule property in

favour of the plaintiff. Moreover, it is also an admitted fact that over the suit schedule property, the plaintiff built a Mangalore-tiled house, and he has been running an ice factory by obtaining the necessary license from the competent authority and the requisite electricity connection. Therefore, the plaintiff's possession over the suit schedule property is admitted by the defendants.

31. The DW1 has produced a certified copy of the genealogical tree, i.e., Ex. D1. It is not in dispute that defendant Nos. 2 to 7 are legal heirs of Defendant No.1. That being the case, the genealogical tree in the suit for bare injunction does not assume importance. Ex. D2, i.e., Form No. 3 pertaining to the remaining part of Property No. 27/27/25, shows that the property measuring 83 feet X 113 feet is standing in the name of defendant No. 1.

32. The Ex. D3, i.e., Form No. 3 pertaining to the year 01.05.2016, reveals that the khata of the suit schedule property is standing in the name of the plaintiff. Ex. D4, i.e., the certified

copy of the registered sale deed executed by defendant No. 1 in favour of the plaintiff, shows that defendant No. 1 executed a registered sale deed selling the suit schedule property in favour of the plaintiff. Neither the testimony of DW1 nor the documents produced by the defendants (i.e., Ex. D1 to D4) contradict the assertion of the plaintiff regarding his lawful possession over the suit schedule property.

33. The DW2, in his cross-examination, admitted that the plaintiff is running an ice factory in the suit schedule property. It is categorically admitted by DW2 that defendant No. 1 sold the suit schedule property in favour of the plaintiff by executing a registered sale deed. A perusal of the testimony of DW2 also suggests an inference that defendant No. 1 executed a registered sale deed and handed over possession of the suit schedule property in favour of the plaintiff. A conjoint reading of the oral and documentary evidence adduced by the parties makes it abundantly clear that the plaintiff is in possession of the suit schedule property pursuant to the sale deed dated 11.05.2000.

34. In a suit for bare injunction, the plaintiff is also required to establish interference by the defendants disturbing his possession over the suit schedule property. In the case at hand, the plaintiff has pleaded that on 18.09.2017, the defendants interfered with his peaceful possession of the suit schedule property when he was engaged in repair work on the suit schedule property. The PW1, in his affidavit, also deposed to the same effect regarding the interference by the defendants. In the cross-examination of PW1, PW1 stated that on 18.09.2017, the defendants interfered with his peaceful possession of the suit schedule property. Further, it is deposed by PW1 that he complained of such interference to the jurisdictional police; however, they did not take any action, stating that the dispute is of a civil nature.

35. The defendants have categorically contended that the plaintiff is not at all in possession of the suit schedule property, and, on the other hand, it is contended that defendant No. 1 did not have the absolute right to execute a sale deed conveying the suit schedule property in favour of the plaintiff. Hence, they

claim the plaintiff acquired no right over the suit schedule property.

36. It is to be noted that, despite the existence of a registered sale deed and khata in favour of the plaintiff concerning the suit schedule property, the defendants made an assertion that they have a right over the suit schedule property. The pendency of O.S. No. 115/2016 filed by the defendants herein seeking the relief of partition and declaration regarding the sale deed does not confer a right on the defendants to disturb the possession of the plaintiff over the suit schedule property unless the sale deed is declared void or not binding on the defendants. Therefore, the very assertion of the defendants regarding their right over the suit schedule property, while denying the plaintiff's right, itself constitutes interference. Therefore, the plaintiff has established his possession over the suit schedule property as well as the interference by the defendants over the suit schedule property. **Accordingly, Issue Nos. 1 and 2 are answered in the Affirmative.**

37. **Issue No.3:-** The plaintiff has sought the relief of permanent injunction on the strength of the registered sale deed dated 11.05.2000, stating that, pursuant to the said registered sale deed, he has been in possession of the suit schedule property. On the other hand, the defendants have assailed the legality of the sale deed dated 11.05.2000 by filing O.S. No. 115/2016 for the relief of partition and a declaration that such sale deed is not binding on their share over the suit schedule property. The defendants in their written statement have taken up the defence that there cannot be a permanent injunction against the true owners by a purchaser of ancestral property.

38. It is to be noted that the scope of a suit for bare injunction is limited, and the issues that call for consideration in a permanent injunction suit is lawful possession and interference. In the case at hand, the sale deed dated 11.05.2000 has been questioned; however, the sale is not yet set aside. That being the case, till today, the said sale deed is in force. Unless and until the sale deed dated 11.05.2000 is set

aside, it cannot be held that the plaintiff's possession over the suit property pursuant to the said sale deed is unlawful.

39. The learned counsel appearing for the defendants has vehemently argued that a suit for bare injunction is not at all maintainable against the defendants without there being a relief of declaration, inasmuch as a suit assailing the legality of the sale deed dated 11.05.2000 has already been filed.

40. It is to be noted that the sale deed dated 11.05.2000 was executed by defendant No. 1. Defendant Nos. 2 to 7 are his children. That means defendant No. 1, being the karta of the family of defendant Nos. 1 to 7, executed the sale deed dated 11.05.2000. Indeed, in the registered sale deed (Ex. P2), it is mentioned that the suit schedule property is his ancestral property. However, the issue of whether the suit property was ancestral property or not does not fall for consideration here. Regardless of the said issue, it is an undisputed fact that if, in the partition suit, the sale deed dated 11.05.2000 is declared as not binding on the shares of defendant Nos. 2 to 7, then also

defendant No. 1's right to alienate his limited share over the suit property cannot be disputed. That being the case, in the present case, the legality of the sale deed cannot be gone into.

41. The material available before this Court unequivocally suggests an inference that the suit property was sold by defendant No. 1 as the karta of the family of defendant Nos. 1 to 7. It is not the case of defendant Nos. 2 to 7 that one of the coparceners or one of the co-sharers sold the suit schedule property in favour of the plaintiff. Rather, it is an admitted fact that defendant No. 1, who is the karta of the suit schedule property, executed the sale deed selling the suit schedule property in favour of the plaintiff. That being the case, an alienation made by the karta is binding on the other coparceners as long as the same is for legal necessity or for the benefit of the estate. Therefore, in the suit for partition filed by defendant Nos. 2 to 7 herein against the plaintiff seeking the relief of partition in the suit schedule property, the burden is on the plaintiff herein, who is the purchaser of the suit property to prove that the suit property was sold to him for family necessity or for the benefit of

the estate. If the plaintiff succeeds in discharging such burden, even though the suit schedule property is ancestral property, the sale deed will bind defendant Nos. 2 to 7.

42. A sale deed executed by a karta is not void *ab initio*; rather, it is a voidable document. The said document will become void as against non-alienating coparceners only when it is proved that the sale was not made for family necessity and the benefit of the estate. If family necessity or the benefit of the estate is established by the purchaser, then such a sale deed becomes valid even against the non-alienating coparceners. Therefore, the sale deed dated 11.05.2000 executed by defendant No. 1 is not void *ab initio*, but is only a voidable sale deed. Unless and until a court of competent jurisdiction holds that the said sale deed is not binding upon the non-alienating coparceners, it cannot be held that the possession of the plaintiff on the strength of such a sale deed is unlawful.

43. The issue that arises for consideration is *whether a purchaser of a portion of ancestral property can seek the relief of*

permanent injunction against the coparceners. To answer the said issue, this Court deems it appropriate to place reliance on the judgment of the Hon'ble High Court of Karnataka in the case of ***Muniyappa v. Ramaiah, AIR 1996 KARNATAKA 321***. In the said case, the Hon'ble High Court of Karnataka observed as under:

12. *From the aforesaid two decisions of the Supreme Court, it is clear that the manager of a Joint Hindu Family is entitled to alienate the joint family property for joint family necessity or for the benefit of the estate, in certain circumstances. Whether the manager is the father or not, will not make any difference. If such an alienation is made by the manager of the Joint Hindu Family of joint family property, the sale would bind not only his share in the property but the share of the other coparceners as well. No doubt, the other coparceners may be entitled to file a Suit for partition and recover their share if the alienation was not for family necessity or for the benefit of the estate. The burden in such cases will also lie on the alienee to prove family necessity or the benefit to the estate to uphold the alienation by the manager. But that right of a coparcener does not affect competency of the manager to alienate the joint family property. When once such alienation is made, the alienee is entitled to be in possession of the property and right of any other coparcener is to sue for partition and recover possession of his share in the joint family properties. The sale being only voidable unless it is avoided by an*

action, the alienee is entitled to continue in possession. The position may be different if one coparcener alienates his share alone, but once the alienation is made by the manager of the property, it will be effective until it is properly avoided by the non-alienating coparcener by filing a Suit for partition.

44. From a perusal of the aforesaid judgment, it is abundantly clear that, in the said case as well, the purchaser of an ancestral property sought the relief of permanent injunction against non-alienating coparceners on the strength of a sale deed. Then, the Hon'ble High Court observed that even a purchaser of ancestral property can maintain a suit for permanent injunction against non-alienating coparceners as long as the sale deed on which he is claiming his possession is not declared to be void or not binding on the non-alienating coparceners.

45. In the present case, the suit for partition and declaration, i.e., O.S. No. 115/2016, is pending consideration. There, the validity of the sale deed dated 11.05.2000 has been questioned. If, in the said case, it is found that the sale deed is

not binding on defendant Nos. 2 to 7, then also defendant No. 1's share in the suit schedule property as well as the remaining properties can be adjusted with the plaintiff's possession over the suit property. Such an exercise of equitable partition can be undertaken in the final decree proceedings. That being the case, in the present case, it cannot be held that the sale deed dated 11.05.2000 is void *ab initio*. As observed by the Hon'ble High Court of Karnataka in the above-quoted judgment, this Court is of the view that the plaintiff is entitled to the relief of permanent injunction, subject to the outcome of O.S. No. 115/2016. Hence, the relief of permanent injunction in the present case is subservient to the order to be passed in O.S. No. 115/2016. ***Accordingly, Issue No. 3 is answered partly in the Affirmative.***

46. **Issue No.4:** In view of the aforesaid discussion, this Court proceeds to pass the following:

ORDER

*The suit filed by the plaintiff is partly
decreed with costs.*

The defendants, their henchmen, or anybody claiming under them are perpetually restrained from interfering with the plaintiff's peaceful possession of the suit schedule property, subject to the outcome of O.S. No. 115/2016 pending on the file of the Hon'ble Principal Civil Judge and JMFC, Shikaripura.

Draw Decree accordingly.

(Dictated to the Stenographer, typed by her directly through computer, corrected by me and then pronounced in the open court on this the 4th day of August 2026)

(Dhananjay Hegde)
*I Addl., Civil Judge & JMFC.,
Shikaripura.*

ANNEXURE

I. List of witnesses examined on behalf of plaintiff/s:

PW1 : Mahammed Sleem

PW2 : Chandrappa

III. List of witnesses examined on behalf of defendant/s:

DW1 : Santhosha

DW1 : Nagaraj H.N

II. List of documents exhibited on behalf of plaintiff/s:

- Ex.P1 : Assessment extract
Ex.P2 : Sale deed
Ex.P3 : Endorsement
Ex.P4 : Receipts
Ex.P5 to 10: Electricity bills,
Ex.P11 to 14: Photographs
Ex.P15 : CD
Ex.P16 : Encumbrance certificate

IV. List of documents exhibited on behalf of defendant/s:

- Ex.D1 : C/c of the Genealogical tree
Ex.D2 : C/c of the Form No. 3
Ex.D3 : C/c of the Form No. 3
Ex.D4 : Certified copy of the registered sale deed

(Dhananjay Hegde)
I Addl., Civil Judge & JMFC.,
Shikaripura.