



**IN THE COURT OF THE PRL. CIVIL JUDGE & JMFC
AT GUBBI**

Dated this the 25th day of June 2026

:: PRESENT ::

**SRI. KIRAN. S.P. B.B.M., L.L.B.,
Prl. Civil Judge & JMFC., Gubbi.**

O.S. No.457/2021

Plaintiff:-

D.S. Honnangappa
S/o Late S.P. Shadaksharaiah,
Aged about 68 Years,
R/o Doddaguni, Nittur hobli,
Gubbi taluk.

(By Sri. K.M.S., Advocate)

-V/S-

Defendant:- 1.

D.V.Krupashankar
S/o Late D.R.Veerabhadraiah,
Aged about 46 years,

2.

D.V.Bhavanishankar
S/o Late D.R. Veerabhadraiah,
Aged about 55 years,
Both are R/o Dharshankrupa,
6th cross,Vidyanagara,
Tumkur Town.

(By Sri. B.S.M., Advocate)



Date of institution of the suit	07.12.2021		
Nature of the suit	Injunction suit		
Date of commencement of Recording of evidence	30.05.2023		
Date on which the Judgment was pronounced	25.06.2026		
Total Duration	Year/s	Month/s	Day/s
	04	06	18

Sd/-
(KIRAN S.P.)
Prl. Civil Judge & JMFC.,
Gubbi.

JUDGMENT

The plaintiff has filed this suit against the defendants for the relief of permanent injunction restraining the defendants from interfering with the plaintiff's peaceful possession and enjoyment of the suit schedule property in any manner and other reliefs and for costs of the suit.

02. The brief facts of the plaintiff's case is that;

The plaintiff is the absolute owners in possession and enjoyment of the suit schedule property Garden land bearing Sy. No.12/5 measuring 3 acre out which 2 acre 1 1/2 guntas in two bits, 1st bits measuring 0.09



guntas 2nd bits measuring 1 acre 0.32.08 guntas situated at N.Hosahalli village, Nittur hobli, Gubbi taluk. Originally the suit schedule property bearing Sy. No.12/5 totally measuring 7 acres 02 guntas belonged to one D.R. Shadashksharappa. The plaintiff father by name S.P. Shadaksharaidh purchased the suit schedule Sy. No.12/5 measuring 2-00 acres from the above said D.R. Shadasharappa through registered sale deed dated 24-03-1970. Again the plaintiff father by name S.P. Shadaksharaiah purchased the suit schedule Sy. No.12/5 measuring 1-00 acre from the above said D.R. Shadasharappa through registered sale deed dated:24-10-1970. Totally the plaintiff father purchased the suit schedule Sy. No.12/5 measuring 3-00 acres. After purchase the plaintiff father changed the katha and pahani into his name and he was in possession and enjoyment of the suit schedule Sy. No.12/5 measuring 3-00 acres. The plaintiff father died leaving behind his 3 sons by name D.S. Honnagangappa, D.S. Shivakumaraswami and D.S. Maharudrappa. After the death of plaintiff father his 3 sons succeeded to the suit schedule Sy. No.12/5 measuring 3-00 acres. In the year 12-05-2015 the plaintiff and his brothers partitioned their ancestral and joint family property through panchayath parikath. During the time of partition the suit schedule Sy. No.12/5 measuring 3-00 acre fallen to the share of plaintiff along with other property. After partition the plaintiff changed the katha and pahani into his name and he is in peaceful possession and enjoyment of the suit schedule property and other property. Except the



plaintiffs no one is having any manner of right, title, interest or possession over the suit schedule property. The plaintiff continued in peaceful possession and enjoyment of the same till today without any interruption. The plaintiff is paying kadayam regularly to the government. the plaintiffs have grown coconut trees in the suit schedule property and they are fruit yielding. In the year 2018 the Government has acquired the suit schedule property measuring 10.381½ guntas out of 3.00 acres under Yathinahole project scheme. The Government has acquired the land for the formation of Chanel. The said Chanel runs in east-west direction in the schedule Sy. No.12/5 There is the remaining land in the suit schedule Sy. No.12/5 towards northern and southern side of the chanel. Totally the plaintiff the having 2 acre 1 ½ guntas in 2 bits i.e., suit schedule property. The 1st bit measuring 0.09 guntas and 1 acre 32 ½ guntas. The plaintiff is in possession and enjoyment of the suit schedule property. In this regard the Government has prepared the sketch for the remaining property of the plaintiff and also the defendants and fix the boundaries. The defendants are the adjacent owner towards western side of the suit schedule property. The defendants colluding with the other attempting to interfere over the suit schedule property. The defendants are the politically influential persons. The defendants colluding with each other are attempting to interfere over the suit schedule property forcibly, illegally by taking law into there hands with the help of rowdy elements. The defendants are trying to interfere from



plucking the coconuts which are grown over the suit schedule property. The defendants have ne manner of right, title, interest over the suit schedule property and they are illegally interfering over the suit schedule property. On these grounds he prays to decree the suit.

03. After service of suit summons to the defendants, they have appeared before the court through their counsel and filed they filed their written statement. They denied the averments of the plaint at first instance. It is contended in the written statement that the defendant No.1 is the absolute owner in possession and enjoyment of the written statement schedule property which is being the ancestral property. The katha and pahani of the written statement schedule property stands in the name of defendant No.1 and the defendant No.1 has grown coconut trees upon the written statement schedule property. The defendant No.1 has paid upto date tax to the concerned panchayath. The defendant No.1 has taken loan from SBI Doddaguni Branch with respect to written statement schedule property. 0-05 guntas has been acquired by Yethinahole project and remaining 0-09 guntas property is in possession of 1st defendant in written statement schedule property. The defendant No.1 has filed a suit against the plaintiff for permanent injunction in O.S. No.414/2021 with respect to written statement schedule property before the Addl. Civil judge and JMFC at Gubbi and it is pending for trial. The plaintiff has given wrong boundary towards western side as land of defendants in 1st bit 09 guntas, but towards western side of suit property land of



Maralasiddappa is situated. Infact the plaintiff has given wrong boundaries in order to grab the property of defendant No.1 illegally. The plaintiff has filed this false case in order to give trouble and also to harass the defendants. On these grounds they prayed to dismiss the suit.

04. On the basis of the rival pleadings of both the parties, the following issues were framed by predecessor of this court:

ISSUES

1. Whether the Plaintiff proves that he is in possession of suit schedule property as on date of suit?
2. Whether the plaintiff proves the alleged interference by defendants in suit schedule property?
3. Whether the plaintiff is entitled for relief prayed for?
4. What order or decree?

05. In support of the case, the plaintiff himself got examined as PW-1, got marked as many as six documents as Ex.P-1 to Ex.P-6 and closed his side of evidence, the defendant No.1 got examined as DW-1, got marked as many as nine documents as Ex.D-1 to Ex.D-9 and closed their side of evidence.



06. Heard both side.

07. The Findings of this court on the above issues are as follows:

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

REASONS

08. Issue No.1: The burden to prove this issue lies on the plaintiff. Therefore the plaintiff examined as PW.1 by filing affidavit in lieu of examination in chief by reiterating the plaint averments. It is not in dispute that the father of plaintiff by name Shadaksharaiah purchased the suit schedule survey number 12/5 measuring 2 acres from Shadaksharappa through registered sale deed dated:24.03.1970 and he has again purchased the suit schedule survey number 12/5 measuring 1 acre from said Shadaksharappa through registered sale deed dated:24.10.1970. Totally the plaintiff's father purchased the suit schedule survey number 12/5 measuring 3 acres. It is further not in dispute that by virtue of aforesaid sale deeds the RTC and katha of said property was made out in the name of plaintiff's father.

09. The plaintiff has relied on original sale deeds dated: 24.03.1970 and 24.10.1970 as per Ex.P-2 and Ex.P-3 and they are substantiated the fact of execution of said sale deeds. It is noticed that



by virtue of sale deeds RTC was made out in the name of plaintiff's father as per Ex.D-1 pertaining to 3 acres in survey number 12/5.

10. It is the contention of the plaintiff that the plaintiff's father died leaving behind his 3 sons by name D.S. Honnagangappa, D.S. Shivakumar swami and D.S. Maharudrappa. After the death of plaintiff's father his 3 sons succeeded to the suit schedule survey number, 12/5 measuring 3 acres. The plaintiff and his brothers have partitioned their ancestral and joint family properties through panchayat parikath dated:12.05.2015. At that time the suit schedule survey number 12/5 measuring 3 acres were fallen to the share of plaintiff along with other properties. Thereafter the plaintiff changed the katha and pahani in to his name.

11. Aforesaid fact is not denied by the defendant. However the plaintiff has relied on panchayath paluparikath dated:12.04.2014 which is marked as Ex.P-4 and said document is substantiated the fact that suit schedule survey number 12/5 measuring 3 acres were fallen to the share of plaintiff and by virtue of said panchayath parikath the mutation was accepted in the name of plaintiff and RTC was also made out in the name of plaintiff as per Ex.P-1.



12. It is noticed that the defendant was having the agricultural property in the same survey number measuring 14 guntas. It is not in dispute that the property of the defendant was situated towards southern side of plaintiff's property.

13. Admittedly the Government has acquired the property of plaintiff to an extent of 38 1/2 guntas out of 3 acres and 9 guntas of property of defendant out of 14 guntas for Yethinahole project. The canal was formed by the Government in the acquired land. It is not in dispute that said canal runs in east-west direction in the survey number 12/5.

14. It is noticed that there is a remaining land of plaintiff and defendant in same survey number after formation of canal. It is the contention of the plaintiff that there is the remaining land in the suit schedule survey number 12/5 towards northern and southern side of the canal. Totally the plaintiff is having 2 acres 1 1/2 guntas in 2 bits i.e. suit schedule property. The 1st bit measuring 9 guntas and 1 acre 32 1/2 guntas.

15. The description of 1st bit i.e. 9 guntas is denied by the defendant. The defendant further contended that the plaintiff has given wrong boundary towards western side of land of defendant in 1st bit 9 guntas, but towards western side of suit property land of



Maralasiddappa is situated. In fact the plaintiff has given wrong boundaries in order to grab the property of defendant No.1 illegally. The defendant contended at para 4 of the written statement that it is false to say that there is remaining land in suit survey number 12/5 towards northern and southern side of the canal. It is submitted that the plaintiff's land is situated only on northern side of the canal.

16. It is pertinent to note here that while cross examination of DW.1, he deposed that there is the remaining land of plaintiff towards southern side of canal to an extent of 5 guntas.

For the sake of convenience the relevant portion of cross examination of DW.1 is reproduced as under:

“ಎತ್ತಿನಹೊಳೆಗೆ ಸ್ವಾಧೀನಗೊಂಡ ನಂತರ ಉತ್ತರಕ್ಕೆ 1 ಎಕರೆ 32ವರೆ ಗುಂಟೆ ಮತ್ತು ದಕ್ಷಿಣಕ್ಕೆ 9 ಗುಂಟೆ ಉಳಿದುಕೊಂಡಿರುತ್ತದೆ ಎಂದರೆ ಸಾಕ್ಷಿಯು ದಕ್ಷಿಣಕ್ಕೆ 9 ಗುಂಟೆ ಉಳಿದುಕೊಂಡಿರುತ್ತದೆ ಎಂಬುದು ಸುಳ್ಳು ಎಂದು ನುಡಿದಿರುತ್ತಾರೆ. ಸಾಕ್ಷಿ ಮುಂದುವರೆದು ಕಾಲುವೆಯಿಂದ ದಕ್ಷಿಣಕ್ಕೆ ವಾದಿ ಹೊನ್ನಗಂಗಪ್ಪ ರವರಿಗೆ ಕೇವಲ 5 ಗುಂಟೆಯಷ್ಟು ಆಸ್ತಿ ಉಳಿದುಕೊಂಡಿರುತ್ತದೆ ಎಂದು ನುಡಿದಿರುತ್ತಾರೆ” .

17. Aforesaid deposition on the part of DW.1 is totally contrary to the defence set up by him. It shows that there is the remaining land of plaintiff towards Southern side of the Canal. With respect to description of the property, the DW.1 deposed as follows:



“ಉಳಿಕೆ 9 ಗುಂಟೆಯ ಪಶ್ಚಿಮಕ್ಕೆ ನಿಮ್ಮ ಆಸ್ತಿ ಇರುತ್ತದೆ ಎಂದರೆ ಸಾಕ್ಷಿಯು ವಾದಿಗೆ ಸೇರಿದ 5 ಗುಂಟೆಯ ಪಶ್ಚಿಮಕ್ಕೆ ನನ್ನ ಆಸ್ತಿ ಬರುತ್ತದೆ ಎಂದು ನುಡಿದಿರುತ್ತಾರೆ” .

18. Aforesaid deposition on the part of DW.1 is sufficient to come to the conclusion that the property of plaintiff is situated towards, eastern side of defendant's property.

19. The plaintiff contended that the Government has prepared the sketch for the remaining property of the plaintiff and also the defendant and fix the boundaries. In this regard the plaintiff has relied on certified copy of the sketch prepared by the Special Land Acquisition officer, Yethinahole project, Tumakuru district which is marked as Ex.P-6. It is noticed that said sketch was prepared on 10.04.2019 at undisputed point of time. It is pertinent to note here that the defendant has not challenged the sketch prepared by the Special Land Acquisition officer, Yethinahole project, Tumakuru district. As per sketch, the remaining property of the defendant is less than the remaining property of plaintiff towards the southern side of the canal. The sketch prepared by the special land acquisition officer is substantiated the fact that the description of suit schedule property is correct. The property described by the plaintiff is tally with the said sketch. From the overall facts and circumstances and materials



available on record it shows that the plaintiff is in peaceful possession and enjoyment of the suit schedule property as on the date of filing of the suit. Accordingly this issue is answered in the **affirmative**.

20. Issue No.2: The plaintiff has proved his possession over the suit schedule property. The plaintiff has stated that defendants made attempt to interfere with the possession and enjoyment. The defendants have specifically denied the possession of plaintiff over the suit schedule property. The denial by the defendants itself sufficient to come to the conclusion that they have made an attempt to interfere with the possession of plaintiff over the suit schedule property. Therefore in view of the above discussion this court answers Issue No.2 in the **affirmative**.

21. Issue No.3: The plaintiff has filed the suit for the relief of permanent injunction restraining the defendants from interfering with the possession of plaintiff over the suit schedule property. In the discussion made supra it is held that plaintiff is in possession of the suit schedule property and defendants are interfering with the possession and enjoyment of plaintiff over the suit schedule property. Thus there is no legal impediment for granting the relief claimed by the plaintiff in the suit. Hence Issue No.3 is answered in the **affirmative**.



22. Issue No.4: For the foregoing reasons, this court proceeds to pass the following:

ORDER

The suit of the plaintiff is hereby decreed with cost.

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

Draw Decree Accordingly.

(Orders dictated to the stenographer on-line computer, computerized by her, revised, corrected and then pronounced by me in open court on this **25th** day of **June 2026**)

Sd/-
(KIRAN S.P.)
Prl. Civil Judge & JMFC.,
Gubbi.

ANNEXURE

1. List of witnesses examined on behalf of Plaintiff:

PW-1 : D.S. Honnagangappa

2. List of documents marked on behalf of Plaintiff:

Ex.P-1 : RTC extract
Ex.P-2 : Registered sale deed dated:24.03.1970
Ex.P-3 : Registered sale deed dated:24.10.1970
Ex.P-4 : Registered Panchayath Parikath



Ex.P-5 : Award notice
Ex.P-6 : Survey sketch

3. List of witnesses examined on behalf of Defendant:

DW-1 : D.V. Krupashankar

4. List of documents marked on behalf of Defendant :

Ex.D-1 to 3 : Three RTC extracts
Ex.D-4 : Award notice
Ex.D-5 to 7 : Three Mutation register extracts
Ex.D-8 : Receipt
Ex.D-9 : Certified copy of sale deed
dated:24.10.1970

Sd/-
(KIRAN S.P.)
Prl. Civil Judge & JMFC.,
Gubbi.