



Presented on : 04-02-2020
Registered on : 04-02-2020
Decided on : 01-06-2026
Duration : 6 years, 3 months, 26 days

**IN THE COURT OF PRL.CIVIL JUDGE AND JMFC, AT
MADHUGIRI**

O.S.No.47/2020

**PRESENT: SRI.AMARANATHA B.N.
B.A., L.L.B,
Prl.Civil Judge & JMFC,
Madhugiri**

DATED ON THIS THE 1st DAY OF JUNE, 2026

PLAINTIFF:

Smt.Padma G.,
W/o Narasimhamurthy,
aged about 26 years,
Resident of
Chowlahalli village,
I.D.Halli Hobli,
Madhugiri Taluk,
Tumakuru District.

(By Sri.NNR, Advocate)

//Versus//

DEFENDANTS:

1. Smt.Nagamma,
W/o Late Chikkahanumappa,
aged about 70 years,
2. Smt.Nagalakshamma,
D/o Late Chikkahanumappa,



aged about 59 years,

3. Sri.Lakshminarayana,
S/o Late Chikkahanumappa,
aged about 45 years,
4. Smt.Radhamma,
W/o Lakshminarayana,
aged about 40 years,
5. Sri.Ramanji,
S/o Late Chikkahanumappa,
aged about 38 years,

All are residents of
Chowlahalli village,
I.D.Halli Hobli,
Madhugiri Taluk,
Tumakuru District.

(By Sri.MM, Advocate)

Date of Institution of Suit	04.02.2020		
Nature of the suit	Permanent Injunction		
Date of Commencement of evidence	02.11.2022		
Date of Judgment	01.06.2026		
Total Duration	Years 06	Months 03	Days 26

**Prl.Civil Judge & JMFC,
Madhugiri.**



-:: JUDGMENT ::-

1. The plaintiff has filed this suit against the defendants for the relief of permanent injunction, with a prayer to restrain the defendants or any persons claiming under them from interfering with the peaceful possession and enjoyment of the plaintiff over the suit schedule property by way of granting permanent injunction. In respect of mud roofed house and site bearing PID No.152500500800100151 measuring East-West-10.9728 meters and North-South-5.4864 meters out of which 60.20 sq.meters, situated at Chowlahalli village, Maadhugiri Taluk having following boundaries;

East by : Road,
West by : House belongs to Lakshminarayana,
North by : Road,
South by : Site belongs to Narasimhamurthy.

2. The plaintiff in the plaint presented by her contended that the plaintiff is the owner and possession of the suit schedule property having acquired the same under the registered sale deed dated 27.08.2019 from its previous owner Nagamma W/o Late Anjappa of Chowlahalli village, based on the sale deed dated 27.08.2019 katha of the suit schedule property mutated in the name of plaintiff by the concerned



grampanchayath. Accordingly the from the date of purchase the plaintiff is the owner and in possession of the suit schedule property by paying tax to the government. Further contended that the defendants are strangers to the suit schedule property and family of the plaintiff. Hence the defendants have no right, title or interest over the suit schedule property. In spite of it the defendants are trying to interfere with the peaceful possession and enjoyment of the plaintiff over the suit schedule property. Hence the acts of the defendants are illegal and the plaintiff is unable to prevent the illegal acts of the defendants without the assistance of this court. Hence the plaintiff without any other alternative approached this court with this suit, by stating to filed this suit.

3. Upon service of summons the defendants appeared and contested the suit by filing written statement. The defendants in the written statement filed by them denied the ownership and possession of the plaintiff over the suit schedule property and the plaintiff is not in possession of the suit schedule property as on the date of filing of suit. Hence question of



interfering with the possession of the plaintiff over the suit schedule property does not arise and there is no cause of action for the suit and the alleged cause of action is created for the purpose of filing the suit and also denied the ownership of the vendor of the plaintiff namely Nagamma W/o Late Anjappa to sell the suit schedule property under the sale deed dated 27.08.2019. Hence the plaintiff will not acquire any title to the suit schedule property under the sale deed dated 27.08.2019.

4. The defendants in the written statement filed by them further contended that one late Chikkahanumappa @ Hanumaiah @ Chikkahanumanthappa S/o Buddappa who is the husband of defendant No.1 and father of defendant No.2 to 5 purchased an extent of 1.12 guntas in Sy.No.28/21 of Chowlahalli village under the sale deed dated 13.08.1975, said property bounded on East-Government road, West-Cart track and Kere kaluve, North-Land of Chikkalingappa in the same survey number and South-Property of Chikkalingappa in the same survey number belongs to Lakshamma i.e., the father of Narasimhamurthy. Further contended that



Chikkahanumappa @ Hanumaiah @ Chikkahanumanthappa S/o Buddappa constructed mud roofed house in the said property and panchayath assigned katha No.65 and the defendants constructed new house towards eastern side of the house bearing katha No.65 and panchayath has assigned katha No.70, said property bounded East-Road, West- House belongs to Lakshminarayanappa, North-Road and South-Remaning land in the Sy.No.28/21 belongs to Lakshmappa i.e., the father of Narasimhamurthy. In the said land, the government granted house in the name of Sharadamma W/o Narasimhamurthy. Further contended that the plaintiff created the sale deed dated 27.08.2019 by mentioning wrong boundaries and obtained katha which belongs to other property, situated in different place and making false claim over the property of the defendants with sole intention to knock off the property of the defendants. Further contended that the boundaries mentioned in the suit schedule belongs to the house of defendant No.1 and katha number of the said property is katha No.70. Further contended that the western boundary of the suit schedule property is house bearing Katha No.65 standing in the name of Chikkahanumappa who



is the husband of defendant No.1 and father of defendant No.2 to 5 and in southern boundary, remaining land of Lakshmappa is situated. In the said property the son of Lakshmappa namely Narasimhamurthy constructed house in the name of his wife Sharadamma. Further contended that there is no identification for the suit schedule property. Hence the suit of the plaintiff for the relief of permanent injunction in the absence of relief of declaration is not maintainable and liable to be dismissed. Hence the plaintiff is not entitled for the releif of permanent injunction as prayed for. Hence the suit of the plaintiff is liable to be dismissed, by stating so prays to dismiss the suit.

5. Based on the pleadings the following issues are framed:

ISSUES

1. *Whether the plaintiff proves that she is in possession and enjoyment of the suit schedule property as on the date of filing of suit?*
2. *Whether the plaintiff further proves the alleged interference by defendants over her possession over the suit schedule proeprty?*
3. *Whether the plaintiff is entitled for the reliefs as claimed?*
4. *What order or decree?*



6. The plaintiff in order to prove her case entered the witness box and gave evidence as PW1 and produced the documents which are marked as per Ex.P1 to Ex.P6. The plaintiff in support of her case also examined two witnesses as PW2 and PW3. After completion of the evidence of the plaintiff, the defendants in order to rebut the claim of the plaintiff the defendant No.3 entered the witness box and gave evidence as DW1 and produced the documents which are marked as per Ex.D1 to Ex.D10. The defendants in support of their case examined two witnesses as DW2 and DW3.
7. Heard the arguments of Sri.NNR advocate for the plaintiffs and Sri.MM advocate for defendants.
8. Based on the pleadings, oral and documentary evidence and upon hearing arguments and perusing materials on record, I answer above said issues as hereunder:

Issue No.1	: In the Negative,
Issue No.2	: In the Negative,
Issue No.3	: In the Negative,
Issue No.4	: As per the final Order

For the following;



:: REASONS ::

9. **ISSUE NO.1:-** The plaintiff in order to prove her possession over the suit schedule property as on the date of filing of suit relied upon the oral evidence of PW1 to PW3 and Ex.P1 to Ex.P6. On the other hand the defendants in order to rebut the claim of the plaintiff and to prove their case relied upon the oral evidence of DW1 to DW3 and Ex.D1 to Ex.D10.
10. The PW1 in the examination-in-chief reiterated the contents of the plaint. But the PW1 in the cross-examination deposed that ನಾಗಮ್ಮನ ಗಂಡನಿಗೆ ಯಾವ ರೀತಿ ದಾವಾ ಆಸ್ತಿ ಬಂದಿರುತ್ತದೆ ನನಗೆ ಗೊತ್ತಿರುವುದಿಲ್ಲ. ಸದರಿ ನಾಗಮ್ಮ ಮತ್ತು ಅಕೆಯ ಗಂಡನಿಗೆ ದಾವಾ ಆಸ್ತಿ ಯಾವ ರೀತಿ ಬಂದಿರುತ್ತದೆ ಎಂಬುದರ ಬಗ್ಗೆ ನಾನು ದಾಖಲೆಯನ್ನು ನೋಡಿರುವುದಿಲ್ಲ. Further deposed that 1ನೇ ಪ್ರತಿವಾದಿ ಖರೀದಿಸಿರುವ 1 ಮುಕ್ಕಾಲು ಗುಂಟೆ ಆಸ್ತಿಯ ಪೂ-ರಸ್ತೆ, ಪ-ಬಂಡಿ ದಾರಿ ಮತ್ತು ಕೆರೆ ಕಾಲುವೆ, ಉ-ಇದೇ ಸರ್ವೆ ನಂಬರ್ ಚಿಕ್ಕಲಿಂಗಪ್ಪ ರವರಿಗೆ ನೀಡಿದ ಜಮೀನು ಮತ್ತು ದ-ಚಿಕ್ಕಹನುಮಂತಪ್ಪ ರವರಿಗೆ ಮಾರಾಟ ಮಾಡಿದ ಜಾಗ ಇರತ್ತದೆ ಎಂದರೆ ಸರಿ. ಮೇಲೆ ಹೇಳಿದ ಚಿಕ್ಕಬಂದಿ ಆಸ್ತಿಗೆ ನಾನು ದಾವೆ ಹೂಡಿರುತ್ತೇನೆ ಎಂದರೆ ಸರಿ. Further deposed that ಸರ್ವೆ ನಂ.28/21 ರಲ್ಲಿ 1 ಮುಕ್ಕಾಲು ಗುಂಟೆ 1975 ನೇ ಸಾಲಿನಲ್ಲಿ ಲಕ್ಷ್ಮಮ್ಮಪ್ಪ ರವರ ಕಡೆಯಿಂದ ಚಿಕ್ಕಹನುಮಂತಪ್ಪ ಖರೀದಿಸಿರುತ್ತಾರೆ ಎಂದರೆ ಸರಿಯಲ್ಲ. ಖರೀದಿಸಿರುವ 1 ಮುಕ್ಕಾಲು ಗುಂಟೆಯಲ್ಲಿ ಚಿಕ್ಕಹನುಮಂತಪ್ಪರವರು 2 ಮನೆ ಕಟ್ಟಿರುತ್ತಾರೆ ಎಂದರೆ ಸಾಕ್ಷಿ ಚಿಕ್ಕಹನುಮಂತಪ್ಪ ಮನೆ ಕಟ್ಟುವ ಪೂರ್ವದಲ್ಲಿ ನಮ್ಮ ದೊಡ್ಡಪ್ಪನಾದ ಪೂಜಾರಿ ಅಂಜನಪ್ಪ ಮನೆ ಕಟ್ಟಿರುತ್ತಾರೆಂದು ಉತ್ತರಿಸಿರುತ್ತಾರೆ.



ನಾವು ಖರೀದಿಸಿದ ಆಸ್ತಿ ಖಾತೆ ನಂ.141 ಇದ್ದು ಸರ್ವೆನಂಬರ್ ಇರುವುದಿಲ್ಲ. ಸರ್ವೆ ನಂ.28/21 ರಲ್ಲಿರುವ ಮನೆ ನಮ್ಮದು ಎಂದು ಹೇಳುತ್ತಿದ್ದೇನೆ ಎಂದರೆ ಸರಿ. ನಮ್ಮ ಕ್ರಯ ಪತ್ರದಲ್ಲಿ ಸರ್ವೆ ನಂ.28/21 ರಲ್ಲಿರುವ ಮನೆ ನಮ್ಮದು ಎಂದು ನುಡಿಸಲಾಗಿರುತ್ತದೆ. ಸರ್ವೆ ನಂ.28/21 ರಲ್ಲಿ ಚಿಕ್ಕಹನುಮಂತಪ್ಪ ಖರೀದಿಸಿದ ಆಸ್ತಿಯಲ್ಲಿ ನನಗೆ ಯಾವುದೇ ಹಕ್ಕು ಅಧಿಕಾರ ಇರುವುದಿಲ್ಲ ಎಂದರೆ ಸರಿಯಲ್ಲ. Further deposed that ಸರ್ವೆ ನಂ.28/21ರಲ್ಲಿ 2 ಮನೆಗಳು ಇರುತ್ತವೆ ಎಂದರೆ ಸರಿ. ಒಂದು ಮನೆ 1ನೇ ಪ್ರತಿವಾದಿ ಹೆಸರಿನಲ್ಲಿ ಇರುತ್ತದೆ ಮತ್ತು 2ನೇ ಪ್ರತಿವಾದಿ ಗಂಡ ಚಿಕ್ಕಹನುಮಂತಪ್ಪ ರವರ ಹೆಸರಿನಲ್ಲಿ ಇರುತ್ತದೆ ಎಂದರೆ ಸರಿ. ಸದರಿ ಸರ್ವೆ ನಂಬರ್ ನಲ್ಲಿ 2 ಮನೆಗಳು ಇರುತ್ತವೆ ಎಂದರೆ ಸಾಕ್ಷಿ ಮೂರು ಮನೆಗಳು ಇರುತ್ತವೆ ಎಂದು ಉತ್ತರಿಸಿರುತ್ತಾರೆ. Further deposed that ನಾನು ಊರಿನಲ್ಲಿರುವ ಮನೆಯ ಕ್ರಯ ಮಾಡಿಕೊಂಡು ಸರ್ವೆ ನಂ.28/21 ರಲ್ಲಿರುವ ಮನೆಯನ್ನು ನಮಗೆ ಸೇರಿದ್ದು ಎಂದು ಹೇಳುತ್ತಿದ್ದೇನೆ ಎಂದರೆ ಸರಿಯಲ್ಲ. ನಾನು ಸರ್ವೆ ನಂ.28/21ರ ಚಿಕ್ಕಬಂದಿಯನ್ನು ಹಾಕಿಕೊಂಡು ಕ್ರಯ ಪತ್ರ ಮಾಡಿಕೊಂಡಿರುತ್ತೇನೆ ಎಂದರೆ ಸರಿಯಲ್ಲ. In view of the admission given by PW1 as referred above it goes to show that the plaintiff by virtue of purchasing the property bearing Katha No.141 within gramatana limits claiming right over the house constructed in Sy.No.28/21.

11. Further the PW2 and PW3 in the examination-in-chief deposed in support of the case of the plaintiff. But the PW2 in the cross-examination deposed that ದಾವಾ ಸ್ವತ್ತು ಗ್ರಾಮ ರಾಣಾ ವ್ಯಾಪ್ತಿಯಲ್ಲಿರುತ್ತದೆ. ದಾವಾ ಸ್ವತ್ತು 1ನೇ ಪ್ರತಿವಾದಿಗೆ ಮಾರಾಟ ಮಾಡಿದ ನಾಗಮ್ಮ ಕೋಂ ಅಂಜಪ್ಪನವರ ಸ್ವಯಾರ್ಜಿತ ಸ್ವತ್ತು. ಸದರಿ ಸ್ವತ್ತನ್ನು ನಾಗಮ್ಮ ಕೋಂ ಅಂಜಪ್ಪನವರು ಖರೀದಿ ಮಾಡಿರುತ್ತಾರೆ. Further



deposed that ವಾದ ಪತ್ರದಲ್ಲಿ ನಮೂದು ಮಾಡಿರುವ ಚಕ್ಕುಬಂದಿ ಚೌಳಹಳ್ಳಿ ಗ್ರಾಮದ ನಂ.28/21 ಕ್ಕೆ ಸಂಬಂಧಿಸಿದ ಚಕ್ಕುಬಂದಿಯಾಗಿರುತ್ತದೆ ಎಂದರೆ ಸರಿ. ದಾವಾ ಸ್ವತ್ತಿನಲ್ಲಿ ಪ್ರತಿವಾದಿಗಳು ವಾಸವಾಗಿರುತ್ತಾರೆ ಎಂದು ಸೂಚಿಸುವುದು ಸರಿಯಲ್ಲ. ದಿ.27.08.2019 ರಲ್ಲಿ ನಾಗಮ್ಮ ಕೋಂ ಅಂಜಪ್ಪ ವಾದಿಗೆ ಕ್ರಯಪತ್ರ ಬರೆದುಕೊಟ್ಟಿರುತ್ತಾರೆ. ಕ್ರಯಪತ್ರ ಬರೆದುಕೊಡುವ ದಿನದಂದು ಇದ್ದಂತಹ ಖಾತೆ ನಂಬರ್ ನನಗೆ ಗೊತ್ತಿರುವುದಿಲ್ಲ. Further deposed that ಪೂರ್ವಕ್ಕೆ-ರಸ್ತೆ, ಪಶ್ಚಿಮಕ್ಕೆ-ರಸ್ತೆ ಮತ್ತು ಕೆರೆ ಕಾಲುವೆ, ಉತ್ತರಕ್ಕೆ-ಸರ್ವೆ ನಂ. 28/21 ರಲ್ಲಿನ ಉಳಿಕೆ ಜಮೀನು, ದಕ್ಷಿಣಕ್ಕೆ-ಸರ್ವೆ ನಂ. 28/21 ರಲ್ಲಿನ ಉಳಿಕೆ ಜಮೀನು. ಪ್ರಸ್ತುತ ನರಸಿಂಹಮೂರ್ತಿ ಕಟ್ಟಿರುವ ಮನೆ ಈ ಮಧ್ಯೆ ಇರುವಂತಹ ಚಕ್ಕುಬಂದಿಗೆ ವಾದಿ ಈ ದಾವೆಯನ್ನು ಹೂಡಿರುತ್ತಾರೆ ಎಂದರೆ ಸರಿ. ಸದರಿ ಚಕ್ಕುಬಂದಿಯ ಮಧ್ಯೆ ಪ್ರತಿವಾದಿಗಳು ಮನೆ ಕಟ್ಟಿಕೊಂಡು ವಾಸವಾಗಿರುತ್ತಾರೆ ಎಂದರೆ ಸರಿ. Further deposed that ವಾದಿಗೆ ಕ್ರಯ ಪತ್ರ ಬರೆದುಕೊಟ್ಟಿರುವ ನಾಗಮ್ಮನವರಿಗೆ ಗ್ರಾಮ ತಾಣಾ ವಾಪ್ತಿಯ ಖಾತಾ ನಂ.141 ರಲ್ಲಿ ಮನೆ ಮತ್ತು ನಿವೇಶನ ಇರುತ್ತದೆ ಎಂದರೆ ಸರಿ. In view of the admission given by the PW2 in the cross-examination it goes to show that the plaintiff by virtue of filing this suit claiming the property of the defendants. Further the PW3 in the cross-examination deposed that ದಾವಾ ಸ್ವತ್ತು ಗ್ರಾಮ ತಾಣಾ ವಾಪ್ತಿಯಲ್ಲಿರುತ್ತದೆ. ಪ್ರತಿವಾದಿಗಳು ಸರ್ವೆ ನಂ. 28/21 ರಲ್ಲಿ ಮೂರು ಮನೆಗಳನ್ನು ಕಟ್ಟಿಕೊಂಡಿರುತ್ತಾರೆ ಎಂದರೆ ಸರಿ ಪ್ರತಿವಾದಿಗಳು ಕಟ್ಟಿಕೊಂಡಿರುವ ಮನೆಗಳಿಗೆ ಪೂರ್ವಕ್ಕೆ-ರಸ್ತೆ, ಪಶ್ಚಿಮಕ್ಕೆ ಕ್ಕೆ-ರಸ್ತೆ ಮತ್ತು ಕೆರೆ ಕಾಲುವೆ, ಉತ್ತರಕ್ಕೆ-ಸರ್ವೆ ನಂ. 28/21 ರಲ್ಲಿನ ಉಳಿಕೆ ಜಮೀನು, ದಕ್ಷಿಣಕ್ಕೆ -ಸರ್ವೆ ನಂ. 28/21 ರಲ್ಲಿನ ಉಳಿಕೆ ಜಮೀನು ಪ್ರಸ್ತುತ ನರಸಿಂಹಮೂರ್ತಿ ಕಟ್ಟಿರುವ ಮನೆ ಇರುತ್ತದೆ ಎಂದರೆ ಸರಿ .ಈ ಮೇಲೆ ಹೇಳಿದ ಚಕ್ಕುಬಂದಿಯ ಮಧ್ಯೆ ಇರುವ ಸ್ವತ್ತನ್ನು ವಾದಿ ಈ ದಾವೆಯನ್ನು ಹೂಡಿ ಕೇಳುತ್ತಿರುತ್ತಾರೆ ಎಂದರೆ ಸರಿ. Further the PW3 in the cross-



examination deposed that ವಾದಿಗೆ ನಾಗಮ್ಮ ಕೋಂ ಅಂಜಪ್ಪರವರು ಕ್ರಯ ಪತ್ರ ಬರೆದುಕೊಟ್ಟಾಗ ನಾನು ಹಾಜರಿರಲಿಲ್ಲ. ಸದರಿ ಸ್ವತ್ತನ್ನು ನಾಗಮ್ಮ ಖರೀದಿ ಮಾಡಿರುತ್ತಾರೆ. ವಾದ ಪತ್ರದಲ್ಲಿ ನಮೂದು ಮಾಡಿರುವ ದಾವಾ ಸ್ವತ್ತಿನ ಚಕ್ಕುಬಂದಿಯ ಮಧ್ಯೆ ಇರುವಂತಹ ಸ್ವತ್ತು ವಾದಿಗೆ ಕ್ರಯಪತ್ರ ಬರೆದುಕೊಟ್ಟಿರುವಂತಹ ನಾಗಮ್ಮನವರ ಮಾಲೀಕತ್ವಕ್ಕೆ ಸೇರಿದ್ದು ಎಂಬುದಕ್ಕೆ ನಾನು ದಾಖಲೆಗಳನ್ನು ನೋಡಿರುವುದಿಲ್ಲ. ನಾಗಮ್ಮ ಕೋಂ ಅಂಜಪ್ಪನವರಿಗೆ ಊರಿನಲ್ಲಿ ಗ್ರಾಮ ರಾಣಾ ಸ್ವತ್ತಿನ ಖಾತೆ ನಂ.141 ರಲ್ಲಿ ಆಸ್ತಿ ಇತ್ತು ಎಂದರೆ ಸರಿ. In view of the admission given by PW3 it goes to show that the suit schedule property is within the gramatana limits and the plaintiff by virtue of filing this suit claiming the property which is in the possession of the defendants by constructing dwelling house in Sy.No.28/21 of Chowlahalli Village.

12. The plaintiff in support of his case produced the documents which are marked as per Ex.P1 to Ex.P6. Ex.P1 is the sale deed dated 27.08.2019 under which the plaintiff claims to have purchased the suit schedule property, Ex.P2 is the Form No.9 in respect of the property bearing No.141, Ex.P3 is the Form No.11-A in respect of property bearing No.141 of Chowlahalli village, Ex.P4 is the encumbrance certificate, Ex.P5 is the tax paid receipt and Ex.P6 is the demand register extract.



13. On the other hand the defendants in order to rebut the claim of the plaintiff relied upon the oral evidence of DW1 to DW3 and Ex.D1 to Ex.D10. The DW1 in the examination-in-chief reiterated the contents of the written statement and DW2 and 3 in the examination-in-chief deposed in support of the case of the defendants. Though the counsel for the plaintiff fully cross examined the DW1 to DW3, nothing has been elicited to disbelieve the evidence of DW1 to DW3 and to prove that the plaintiff is in possession and enjoyment of the suit schedule property as on the date of filing of suit. Hence there is no impediment to accept the oral evidence of DW1 to DW3 in support of the case of the defendants.
14. The defendants in support of their case produced the documents which are marked as per Ex.D1 to Ex.D10. Ex.D1 is the registered sale deed dated 13.08.1975 under which Chikkahanumapa purchased $1\frac{3}{4}$ guntas of land in Sy.No.28/21 of Chowlahalli village, said property bounded on East-Government road, West-Bullock cart road and kerekaluve, North-remaining property in the same survey number belongs to Chikka Anjinappa and South-remaining property of vendor



in the same survey number. Ex.D2 is the encumbrance certificate, Ex.D3 is the mutation, Ex.D4 is the RTC, Ex.D5 is the demand register extract in respect of property bearing Sy.No.65 of Chowlahalli village, Ex.D6 to Ex.D10 are the tax paid receipts.

15. On perusal of the materials on record it goes to show that it is the specific case of the plaintiff that plaintiff purchased the suit schedule property from Nagamma W/o Late Anjappa and came into possession of the suit schedule property under Ex.P1. On the other hand the defendants in the written statement filed by them categorically denied the ownership and possession of the vendor of the plaintiff to sell the suit schedule property and to handed over the possession of the suit schedule property. Hence burden lies upon the plaintiff to prove that the vendor of the plaintiff was in possession and enjoyment of the suit schedule property within the boundaries mentioned in the plaint and handed over the possession of the suit schedule property to the plaintiff.
16. In the present case the plaintiff in the plaint presented by her



not pleaded as to how the vendor of the plaintiff acquired the suit schedule property nor produced any documents under which the vendor of the plaintiff acquired title to the suit schedule property. Hence the plaintiff fails to plead and prove the ownership and possession of the vendor of the plaintiff over the suit schedule property prior to execution of the sale deed dated 27.08.2019 in respect of the suit schedule property in favour of the plaintiff. Hence in the absence of title deeds only based on Ex.P2 and Ex.P3 i.e., katha extracts it cannot be held that the vendor of the plaintiff was the owner and in possession of the suit schedule property as on the date of execution of the sale deed dated 27.08.2019 to handover the possession of the suit schedule property to the plaintiff.

17. Further it is relevant to note that on perusal of the cross-examination of PW1 to PW3 as referred above it goes to show that the plaintiff by virtue of filing this suit claiming portion of property purchased by the father of the defendant No.2 to 5 namely Chikkahanumappa in Sy.No.28/21 which is in possession of the defendants. Further the PW1 in the cross-examination clearly admits that the plaintiff filed this suit in



respect of the property which is the subject matter of Ex.D1 under which father of the defendant No.2 to 5 purchased 1¾ gunta of land in Sy.No.28/21, said property bounded on East-Government Road, West- Bandidari and Kerekaluve, North-remaining property of Chikka Anjappa and South-reamaining property of vendor namely Chikkahanumappa and she filed the suit in respect of the said property. Hence it goes to show that the plaintiff by virtue of obtaining sale deed in respect of the property bearing No.141 within the limits of Gramatana claiming right over the portion of land bearing Sy.No.28/21 which is in possession of the defendants.

18. Fuhrer it is relevant to note that on perusal of the oral evidence of PW1 to PW3 and Ex.P1 it goes to show that the plaintiff purchased the property bearing No.141 within the limits of Gramatana, but the plaintiff claiming right over the portion of the property in Sy.No.28/21 which is in possession of the defendants.

19. Further it is relevant to note that during the course of cross-examination the PW1 deposed that the vendor of the plaintiff



is her aunt and her aunt acquired the suit schedule property through her husband, but the plaintiff in order to prove that how her uncle acquired the ownership to the suit schedule and as to how he came into possession of the suit schedule property and after the death of her uncle the vendor of the plaintiff acquired the suit schedule property and she is in possession of the suit schedule property not produced any documents except the Ex.P2 and Ex.P3. In the absence of materials documents as to how the vendor of the plaintiff acquired the title of the suit schedule property only based on Ex.P2 and Ex.P3 it cannot be held that the vendor of the plaintiff was the owner and in possession of the suit schedule property and handed over the possession of the suit schedule property to the plaintiff. Hence in the absence of material document to prove the ownership and possession of the vendor of the plaintiff as on the date of execution of the sale deed dated 27.08.2019 only based on Ex.P2 and Ex.P3 it cannot be held that the vendor of the plaintiff handed over the possession of the suit schedule property.

20. Further it is relevant to note that during the cross-examination



of DW1 the counsel for the plaintiff suggested that ದಿನಾಂಕ 27.08.2019 ರ ಕ್ರಯ ಪತ್ರದ ಕ್ರಯಪತ್ರದ ಆಧಾರದ ಮೇರೆಗೆ ದಾವಾ ಸ್ವತ್ತಿನ ಖಾತೆಯನ್ನು ವಾದಿ ಹೆಸರಿಗೆ ವರ್ಗಾವಣೆ ಮಾಡಿರುತ್ತಾರೆ. But the plaintiff not produced any document to prove that based on the sale deed dated 28.07.2019 kahta of the suit schedule property mutated in her name. That apart except Ex.P1 the plaintiff has not produced any document to prove that the plaintiff came into possession of the suit schedule property under Ex.P1 and the plaintiff is in possession of the suit schedule property as on the date of filing of suit. On the other hand on perusal of the oral evidence of PW1 to PW3 it goes to show that the plaintiff by virtue of filing the suit claiming right over the land bearing Sy.No.28/21. Hence the plaintiff fails to produce necessary documents to prove that the plaintiff is in possession of the suit schedule property. Hence only based on the oral evidence of PW1 to PW3 and Ex.P1 to Ex.P6 it cannot be held that the vendor of the plaintiff was the owner and in possession of the suit schedule property, sold the same in favour of the plaintiff and handed over the possession of the suit schedule property under Ex.P1 to the plaintiff and the plaintiff is in possession of the suit schedule property as on date of filing the suit.



21. Further it is relevant to note that the plaintiff has filed this suit in respect of property bearing Katha No.141. As per the admission given by PW1 to PW3 in the cross-examination it goes to show that the plaintiff claiming right over the house constructed in Sy.No.28/21 based on Ex.P1 and PW2 and PW3 clearly admits that the defendants are in possession of the house constructed in Sy.No.28/21. Hence there is serious dispute with regard to ownership and possession of the plaintiff over the suit schedule property and the plaintiff has not produced any documents to prove that the plaintiff legally inducted into possession of the suit schedule property and she is in possession of the suit schedule property as on the date of filing of suit.
22. Upon perusing the oral and documentary evidence on record it goes to show that plaintiff has not produced documents to prove that the vendor of the plaintiff was the owner and in possession of the suit schedule property as on the date of execution of the sale deed in favour of the plaintiff as per Ex.P1 and the plaintiff is in possession of the suit schedule property as on the date of filing of suit. On the other hand the



PW1 to PW3 in the cross-examination admits that the plaintiff filed this suit in respect of the portion of the property which is the subject matter of Ex.D1 and defendants are in possession of the subject matter of Ex.D1. Hence the plaintiff fails to prove that the plaintiff is in possession of the suit schedule property within the boundaries mentioned in the plaint.

23. Upon perusing the oral and documentary evidence on record and in view of the reasons stated above, this court is of the opinion that the plaintiff fails to prove that plaintiff is in possession of the suit schedule property as on the date of filing of suit. ***Hence I answer Issue No.1 in the Negative.***

24. **ISSUE NO.2:-** The plaintiff has filed this suit against the defendants for the relief of permanent injunction in respect of the suit schedule property. The plaintiff in order to entitle for the relief of permanent injunction as prayed for, the plaintiff has to prove that the plaintiff is in possession of the suit schedule property as on the date of filing the suit within the boundary mentioned in the plaint and and defendants are interfering with the possession of the plaintiff over the suit schedule property as pleaded in the plaint.



25. In the present case in view of findings on Issue No.1 and for the reasons stated therein this court held that the plaintiff fails to prove that the plaintiff is in possession of the suit schedule property as on the date of filing the suit, when the plaintiff fails to prove her possession over the suit schedule property as on the date of filing the suit question of interfering with the possession of the plaintiff does not arise. On the other hand on perusal of evidence on record it goes to show that the plaintiff based on Ex.P1 claiming right over the portion of Sy.No.28/21 which is in the possession of the defendants.
26. Upon perusing the oral and documentary evidence on record and in view of the reasons stated above, this court is of the opinion that the plaintiff fails to prove that the defendants are interfering with the peaceful possession and enjoyment of the plaintiff over the suit schedule property as pleaded in the plaint. ***Hence I answer Issue No.2 in the Negative.***
27. **ISSUE NO.3:-** The plaintiff has filed this suit against the defendants for the relief of permanent injunction in respect of



the suit schedule property. The plaintiff in order to entitle for the relief of permanent injunction as prayed for, the plaintiff has to prove that the plaintiff is in possession of the suit schedule property as on the date of filing the suit within the boundary mentioned in the plaint and defendants are interfering with the possession of the plaintiff over the suit schedule property as pleaded in the plaint.

28. In the present case in view of findings on Issue No.1 and 2 for the reasons stated above, this court held that the plaintiff fails to prove that the plaintiff is in possession of the suit schedule property within the boundaries mentioned in the plaint and the defendants are interfering with the peaceful possession and enjoyment of the plaintiff over the suit schedule property as pleaded in the plaint.
29. Further it is relevant to note that on perusal of the material evidence on record it goes to show that the plaintiff purchased the katha No.141 within the limits of gramatana, but the plaintiff based on Ex.P1 claiming right over the property which is in the possession of the defendants in Sy.No.28/21 and filed this suit by mentioning wrong boundaries. Hence there is



cloud over the title of the plaintiff over the suit schedule property. *It is settled principle of law that when there is cloud over the title of the plaintiff in respect of the suit schedule property, the suit for mere injunction is not maintainable in the absence of relief of declaration.* For this I rely upon the decision rendered by the Hon'ble Apex Court in the matter of Anathula Sudhakar V/s. P.Buch Reddy (Dead) By LRs. & Others reported in (2008) 4 SCC 594, wherein the Hon'ble Apex court held as under:

Para No.15: *In a suit for permanent injunction to restrain the defendant from interfering with the plaintiff's possession, the plaintiff will have to establish that as on the date of the suit he was in lawful possession of the suit property and the defendant tried to interfere or disturb such lawful possession.*

Para No.21(a): *Where a cloud is raised over the plaintiff's title and he does not have possession a suit for declaration and possession with or without consequential injunction, is remedy. Where the plaintiff's title is not in dispute or under a cloud, but he is out of possession, he has to sue for possession with consequential injunction. Where there is merely an interference with the plaintiff's lawful possession or threat of dispossession, it is sufficient to sue for an injunction simpliciter."*

30. In the present case, on perusal of the material evidence on



record it is clear that there is serious dispute with regard to ownership and possession of the plaintiff over the suit schedule property and the plaintiff has not produced any document to prove that vendor of the plaintiff was the owner and in possession of the suit schedule property and handed over the possession of the suit schedule property under the sale deed dated 28.07.2019. On the other hand the evidence on record goes to show that plaintiff by virtue of filing this suit claiming right over the portion of land bearing Sy.No.28/21 which is in the possession of the defendants. Hence there is a serious dispute between the parties with regard ownership and possession of the plaintiff over the suit schedule property. Hence in view of the above said decision the suit of the plaintiff in the absence of relief of declaration is not maintainable.

31. Upon perusing the oral and documentary evidence on record and in view of the decision referred above and for the reasons stated above, this court is of the opinion that the plaintiff fails to prove that the plaintiff is in possession and enjoyment of the suit schedule property as on the date of filing the suit and the defendants are interfering with the peaceful possession and



enjoyment of the plaintiff over the suit schedule property as pleaded in the plaint. Further the suit of the plaintiff for the relief of permanent injunction in the absence of relief of declaration is not maintainable as per the decisions rendered by the Hon'ble Apex Court in the matter of Anathula Sudhakar V/s. P.Buch Reddy (Dead) By LRs. & Others reported in (2008) 4 SCC 594. Hence this court is of the opinion that the plaintiff is not entitled for the relief of permanent injunction as prayed for.

Hence I answer Issue No.3 in the Negative.

32. **ISSUE No.4:-** In view of the finding on Issue No.1 to 3 and for the reasons stated therein, this Court proceed to pass the following:

ORDER

*The suit of the plaintiff is dismissed
with cost.*

Draw decree accordingly.

(Dictated to the stenographer, computerized by her, corrected by me and then pronounced in the open court today on this 1st Day of June, 2026)

**(AMARANATHA B.N.)
Prl.Civil Judge & JMFC,
Madhugiri.**

**ANNEXURE****LIST OF WITNESSES EXAMINED ON BEHALF OF THE PLAINTIFF:**

PW1 : Padma G.,
PW2 : Narasimhamurthy,
PW3 : Sunil,

LIST OF EXHIBITS MARKED ON BEHALF OF THE PLAINTIFF:

Ex.P1 : Sale deed dated 27.08.2019,
Ex.P2 : Form No.9 in respect of the property
bearing No.141,
Ex.P3 : Form No.11-A in respect of property
bearing No.141,
Ex.P4 : Encumbrance certificate,
Ex.P5 : Tax paid receipt,
Ex.P6 : Demand register extract.

LIST OF WITNESSES EXAMINED ON BEHALF OF DEFENDANTS:

DW1 : Lakshminarayana,
DW2 : Narasimhamurthy,
DW3 : Chikkanarasimhamurthy.

LIST OF EXHIBITS MARKED ON BEHALF OF DEFENDANTS:

Ex.D1 : Registered sale deed dated 13.08.1975,
Ex.D2 : Encumbrance certificate,
Ex.D3 : M.R.Extract,
Ex.D4 : RTC,
Ex.D5 : Demand register extract,
Ex.D6 to 10 : Tax paid receipts.

(AMARANATHA B.N.)
Prl.Civil Judge & JMFC,
Madhugiri.