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**IN THE COURT OF SENIOR CIVIL JUDGE AND JUDICIAL
MAGISTRATE OF THE FIRST CLASS AT HONNAVAR**

DATED ON THIS 06TH DAY OF JANUARY, 2026

**PRESENT : SRI B.C. CHANDRASHEKAR B.A., LL.B.
SENIOR CIVIL JUDGE AND JMFC
HONNAVAR**

ORIGINAL SUIT NO.02 OF 2025

PLAINTIFF : Smt. Soumya W/o Prashant
Shanbhag.

(By Sri MSB, Advocate)

VERSUS

DEFENDANTS : Smt. Roopa W/o Jitendrababu
Kamat and Others.

**(By Sri DND, MMJ and MLN,
Advocates)**

PARTIES IN IA NO.VI

APPLICANT : Smt. Roopa W/o D. Jitendrababu
Kamat.

(By Sri DND, Advocate)

VERSUS

OPPONENT : Smt. Soumya W/o Prashant
Shanbhag.

(By Sri MSB, Advocate)

**Order on IA No.VI under Order XVI, Rule 6 read with
section 151 of CPC**

This is an application filed by the defendant No.1 seeking directions to the Manager of Karnataka Bank, Amarjyoti Nagar Branch, Nagarbavi, Bengaluru to produce the statement of account of defendant No.4 bearing Account No.1242500102483901.

02. The application has been supported with the memo of facts of counsel for the defendant No.1. It has contended in the memo of facts that the plaintiff along with her mother defendant No.4 and sister defendant No.3 have agreed to sell the schedule property and executed the GPA in favour of the plaintiff on 15-05-2024. By virtue of the said GPA the defendant No.1 has executed the Sale Deed and received the consideration amount. The consideration amount of defendant No.1 and 2 has been given through DD to them. The share of plaintiff, defendant No.3 and 4 in the

consideration amount has been given to the defendant No.4 through the D.D and it has been encashed in her account at Karnataka Bank. The defendant No.4 has sent the share of defendant No.3 through RTGS to her account on 03-09-2024 through the cheque. The share of plaintiff and defendant No.4 has been kept in the account of defendant No.4 in Karnataka Bank and she has transferred the amount to her H.D.F.C Bank. Thus the shares in the consideration amount have been given to the plaintiff and defendant No.3 and 4. Hence the said statement of account of defendant No.4 in Karnataka Bank is necessary. Accordingly they filed this IA seeking directions to the Manager of the Bank to produce the statement of account of defendant No.4.

03. On the other hand the defendant No.6 has filed the objection and contended that application is not maintainable under law or on facts and liable to be dismissed. There is no need to call for the documents by the bank by the defendant No.1. The defendant No.1 has not submits any affidavit. The defendant No.1 has not assigned any reason to allow the application. Since the defendant No.6 is the purchaser she has to prove that entire consideration amount has given to all the owners and the defendant No.1 is not required to prove the same. Hence application is not maintainable under law. The defendant No.1 has not produced any documents to show that consideration amount has directly given to the

plaintiff. Hence this application is not maintainable. Since the plaintiff has challenged the execution of the GPA itself this application is not maintainable at this stage. The plaintiff was submits just further chief-examination and it deffer for further evidence but this stage the defendant No.1 has filed this application. Hence it is pre-matured one. Accordingly they prayed to dismiss the application.

04. Heard and perused.

05. The plaintiff has filed the suit for partition and separate possession of schedule properties by contending that they are the joint family properties. The plaintiff and defendant No.3 are the sisters and defendant No.4 is their mother and defendant No.1 is the wife of brother of plaintiff and defendant No.2 is the daughter of defendant No.1. The plaintiff made an allegation that she has not executed any GPA, but the defendant No.1 and 2 by colluding with the defendant No.5 and 6 have created and forged the GPA and sold the schedule properties without intimation to the plaintiff. Since she has not consented for sale and schedule properties are joint family properties she filed the suit for partition.

06. The defendant No.1 has filed written statement and she admits the relationship but she contended that the

plaintiff and defendant No.3 and 4 have authorized the defendant No.1 to sell the schedule properties and executed the GPA on 15-05-2024. On the strength of said GPA she has sold the schedule properties. She has taken the consideration amount with the consideration amount of defendant No.2 through the D.D. Similarly the consideration amount of plaintiff, defendant No.3 and 4 have been given to the defendant No.4 through RTGS. The said amount is available with the account of defendant No.4. Thus defendant No.1 wanted to secure the khata extract of defendant No.4 to show the consideration amount has given to defendant No.4. But it is a strange thing that if the payment of consideration amount is fact in issue and if the plaintiff contended that she has not received consideration amount, certainly the statement of account can be called for as sought for by defendant No.1. But at the out set the plaintiff has not at all admitting the execution of the GPA in favour of the defendant No.1 to alienate the schedule properties. Under such circumstance, initially the plaintiff is required to prove that the signature in the GPA is not belongs to her and it has been created by defendant No.1 and 2. If she able to establish the same the defendant No.1 and 2 are required to prove that the said GPA has been executed by plaintiff with defendant No.3. Thus in order to prove the said fact in issue summoning the statement of account of the account of

defendant No.4 is not at all necessary and it will not throw any lights on the actual facts in issue between the parties as above. Hence IA is liable to be dismissed. Accordingly this court did not found any grounds to call for the documents as sought for by the defendant No.1. Hence, I proceed to pass the following:

ORDER

IA No.VI filed by the defendant No.1 under Order XVI, Rule 6 read with section 151 of CPC is hereby dismissed.

Under the facts and circumstances of the case, no order as to cost.

(Dictated to the stenographer, transcribed by her, corrected, then signed by me and pronounced in the open court on this 06th day of January, 2026)