

**IN THE COURT OF SENIOR CIVIL JUDGE AND JMFC
ITINERARY SITTING AT SENIOR CIVIL JUDGE
HUVINAHADAGALI**

Dated this the 07th day of March 2026

PRESENT

MADHUSUDHANA D.K.

Itinerary Senior Civil Judge
Huvinahadagali

EP. No. 84/2022

**Decree Holder: Smt. K.Ganga
W/o K.Siddappa
Aged 55 Years
Residence of
Adavimallinakeri Village
Hadagali Taluk
Now R/o 1st Main, 3rd Cross
Adarsha Nagara
Tumakuru Town.**

V/s

**Judgment Debtors: 1) Sri. Gaddi Nagaraja
S/o Shivanagouda
Aged 50 Years.
2) Smt. Kotramma
W/o Gaddi Nagaraja
Aged 45 Years.
3) Sri. Kumara
S/o Gaddi Nagaraja
Aged 25 Years
All are Residence of
Koti, Ittigi Village
Huvinahadagali Taluk
Vijayanagara District.**

**ORDERS ON IA NO.2 FILED BY THE OBJECTOR UNDER
ORDER 21, RULE 97, RULE 98 READ WITH SECTION
151 OF CPC**

The Decree Holder has filed the above Execution Petition No.84/2022 to execute the Decree for Specific Performance of Contract in OS No.43/2019 by Judgment and Decree dated 25.02.2022. The Decree has been passed in respect of the Agricultural Land bearing the Sy.No.53/A measuring 26C of Ittagi Village.

2. The Decree was passed against the JDR No.1 to 3 by directing them to receive the Balance Sale Consideration Amount from the Decree Holder and to execute the Registered Sale Agreement in his favor. The JDR No.1 to 3 have challenged the Judgment and Decree by filing the RFA No.100326/2022 before the Hon'ble High Court of Karnataka. Before the Hon'ble High Court of Karnataka, the Power of Attorney Holder of the Decree Holder/Respondent and the Judgment Debtors No.1 to 3/Appellants have entered a Compromise and they have agreed to receive the Additional Amount of ₹ 6 Lakhs and to execute the Sale Deed in favor of the PA Holder of the Decree Holder. Accordingly, when the Decree Holder has submitted to the Court to direct the JDR No.1 to 3 to obey the Compromise Decree passed by the Hon'ble High Court of Karnataka, the Objector has filed the IA No.2.

3. In the IA No.2, the Objector has contended in brief that, *the Decree Schedule Property is the Ancestral Property divided among the Family Members of the JDR No.1 under 3 Registered Partition Deeds of the Year 2019. The Objector is a Class-I Heir for the Properties and she has already filed another Partition Suit in OS No.30/2025 by seeking 1/3rd Share in the*

Family Properties including this Decree Schedule Property. Since her Share is also involved in the present Decree Proceedings, she is having Objections to the Decree and she seeks to allot her 1/3rd Share.

4. The SPA Holder of the Decree Holder has filed Objections to the IA No.2. In brief, the SPA Holder has denied the contentions of the Objector in the IA No.2. It is further contended by the SPA Holder of the Decree Holder that, *in OS No.30/2025, the Objector has claimed 1/3rd Share in the Properties in which the present Decree Schedule Property bearing Sy.No.53/A totally measuring 85C is shown as the 'B' Schedule Property. But, during the pendency of the said Suit, the Objector has given up her Rights in favor of the Defendant No.3 of the said Suit by receiving Money from her and Compromised with the said Defendant No.3 and deleted her from the Suit. The Objector is the Family Member of the Judgment Debtors and by colluding with her, the JDR No.1 to 3 have filed the above IA No.2 after ₹ 6 Lakhs was paid to their Account as ordered by the Hon'ble High Court of Karnataka in the Compromise Proceedings.* Therefore, the SPA Holder has prayed for dismissing the IA No.2 of the Objector and to direct the JDR No.1 to 3 to execute the Sale Deed.

5. In support of her Case, the Objector is examined as the DW1 and she got marked Ex.D1 to Ex.D7. The Decree Holder has got marked Ex.P1 to Ex.P5 in the cross-examination of the DW1.

6. The Counsel for the Decree Holder submitted Oral Arguments. The Objector has filed Written Arguments and her Counsel has relied on the Judgments reported in **AIR 1987 SC 1242** and **AIR 1999 SC 1441**.

The Decree Holder has relied on the Judgment reported in **2023(2) Kar. LR 89(DB)**.

7. On appreciation of the Factual and Legal aspects involved in the present Petition, the Points that arise for My consideration are as follows:

POINTS

1) Whether the Objector proves that, the Decree Schedule Property is her Ancestral Property and therefore, she is entitled for 1/3rd Share?

2) What Order?

8. Now, My answers to the above Points are as follows:

ANSWERS

POINT NO.1: In the Negative

POINT NO.2: As per the Final Order, for the following:

REASONS

9. **POINT NO.1:** I have already narrated the Facts leading up to filing of the IA No.2 by the Objector and therefore, it is not necessary to reiterate the same once again here.

10. The present Execution Proceedings are filed in respect of the Decree in OS No.43/2019 passed in respect of the Sy.No.53/A measuring 26C. The JDR No.1 to 3 are the Father, Mother and Brother of the Objector and their Relationship is admitted by the Decree Holder. During her Evidence, the Objector has got marked the Plaintiff Copy of her Suit in OS No.30/2025 filed by her against her Father and her Brother who are the

JDR No.1 and JDR No.3. The Plaintiff in OS No.30/2025 shows the total extent of Sy.No.53/A as 85C and the Objector has admitted that, *by entering a Compromise with Defendant No.3 Smt. Umadevi in OS No.30/2025, the Objector has given up her Share of 06C and by obtaining Money from her, the Objector has deleted the Defendant No.3 Smt. Umadevi from OS No.30/2025.* Therefore, now, the available extent of the Sy.No.53/A is 67C and the Objector is seeking 1/3rd Share in the said Property. The Decree Holder has obtained the Decree for an extent of 26C out of remaining 67C of the Sy.No.53/A. Therefore, if it is admitted that, *the Objector is having 1/3rd Share in the remaining extent of 67C in the Sy.No.53/A, then the Objector is entitled for an extent of 22.333333333 Cents which roughly comes to 22C.* It is already admitted by the JDR No.1 to 3 before the Hon'ble High Court of Karnataka in the Compromise Petition that, *they are ready to execute the Sale Deed in favor of the SPA Holder of the Decree Holder by receiving an Additional Amount of ₹ 6 Lakhs.* Since the JDR No.1 to 3 are also having the Share in the Decree Schedule Property and they have already agreed to execute the Sale Deed in favor of the Decree Holder, in the remaining extent of 67C, if we deduct 22C of 1/3rd Share of the Objector, the extent of 45C will be available for the JDR No.1 to 3. The Decree Holder is only entitled for 26C of the Decree Schedule Property and therefore, even if the Execution Petition is allowed in favor of the Decree Holder by directing the JDR No.1 to 3 to execute Sale Deed in respect of 26C out of remaining 67C, the Objector could get her 1/3rd Share of 22C out of the remaining 45C. The conduct of the JDR No.1 to 3 and the Objector suggests the inference that, *the JDR No.1 to 3 have executed the Sale Agreements in favor of the present*

Decree Holder and the Defendant No.3 Smt. Umadevi in OS No.30/2025 and then, they have instigated the Objector with an intention to make illegal gain from the Purchasers.

11. The Objector is examined as the DW1 before the Court and she has got marked not less than 3 Registered Partition Deeds as per Ex.D1 to Ex.D3. The Ex.D1 is the Partition Deed dated 05.02.2019, the Ex.D2 is the Partition Deed dated 13.05.2019 and the Ex.D3 is the Partition Deed dated 09.05.2019. The Objector is the Daughter of the JDR No.1 Sri. Gaddi Nagaraja. The Ex.D1 to Ex.D3 Partition Deeds are entered between JDR No.1 and his Brothers. In the Ex.D1 and Ex.D2, the recitals of the Partition Deeds speak that, *the divided Properties are Hindu Joint Family Properties.* The DW1 has admitted in the cross-examination that, ಸರ್ವೆ ನಂ. 53 ಎ ಯಲ್ಲಿನ 85 ಸೆಂಟ್ಸ್ ಜಮೀನು ನನ್ನ ತಂದೆ ಮತ್ತು ಅವರ ಅಣ್ಣ-ತಮ್ಮಂದಿರ ಅವಿಭಕ್ತ ಕುಟುಂಬದ ಆಸ್ತಿ ಎಂದರೆ ಸರಿ. ನನ್ನ ತಂದೆ 1ನೇ ತೀರ್ಪುರಾಣಿ ಇನ್ನೂ ಜೀವಂತವಿರುವ ಕಾರಣದಿಂದ ನನಗೆ ಸರ್ವೆ ನಂ. 53 ಎ ಯಲ್ಲಿ ಯಾವುದೇ ಹಕ್ಕು ಉಂಟಾಗುವುದಿಲ್ಲ ಎಂದರೆ ಸರಿಯಲ್ಲ. Therefore, it is admitted by the DW1 that, *the 85C in Sy.No.53A is Joint Family Property for her Father the JDR No.1 and his Brothers.* But, the DW1 has denied the suggestion that, *since her Father is still alive, she will not acquire any Rights in the Sy.No.53A.* It is noticed by the Court that, *the JDR No.1 and his Brothers have entered Registered Partition Deeds in the Month of February 2019 and again for two times in the Month of May 2019.* In the Registered Partition Deeds dated 05.02.2019 and 13.05.2019, the JDR No.1 and his Brothers have recited in the Partition Deeds the Properties as ಅವಿಭಕ್ತ ಕುಟುಂಬದ ಆಸ್ತಿಗಳು and ಗಡ್ಡಿ ಅನಸೂಯಮ್ಮನ ಹೆಸರಿಗೆ ಪಟ್ಟಾ ಇರುವ ಆಸ್ತಿಗಳು. But, in the Partition Deed dated 09.05.2019, the JDR No.1 and his Brothers have recited in the Partition Deed the Properties as

Ancestral Properties. Therefore, it appears that, in order to escape from their liability to execute the Sale Deeds in favor of the Persons to whom they have executed the Sale Agreements, the JDR No.1 and his Family Members are creating these Documents. Since all the Registered Partition Deeds Ex.D1 to Ex.D3 are containing the recitals that, *Gaddi Anasuyamma is the Khatadar and she is entering Partition with her Sons*, it is therefore, proved that, the JDR No.1 has acquired the above Property in a Partition between himself and his Mother and his Brothers and therefore, the Property is only an undivided Joint Family Property and it is not an Ancestral Property. The Counsel for the Decree Holder has relied on the Judgment of the Hon'ble High Court of Karnataka in the Case of **Vijayanand Vs Parikshith**. In the said Judgment, the Hon'ble High Court was pleased to hold that, *on a Partition being effected amongst the brothers, property which has fallen to the share of one of the brothers would be his individual property in terms of Section 8 of Hindu Succession Act*. Therefore, since it is proved by the own evidence of the Objector that, *the JDR No.1 had acquired the Sy.No.53/A in a Partition between himself and his Brothers, the Decree Schedule Property will be his individual Property and during his lifetime, the Objector is not entitled for any Share*. For these reasons, **the Point No.1 is answered in the Negative.**

12. **POINT NO.2:** For the above discussion, I proceed to pass the following:

ORDER

The IA No.2 filed by the Objector under Order 21, Rule 97, Rule 98 read with Section 151 of CPC is hereby dismissed.

The JDR No.1 to 3 are directed to execute the Sale Deed in favor of the SPA Holder of the Decree Holder as per the Compromise Decree passed in the RFA No.100326/2022 within 15 Days from the date of this Order.

Call on for reporting compliance by 27.03.2026.

MADHUSUDHANA D K
Itinerary Senior Civil Judge
Huvinahadagali

ANNEXURES**List of witnesses examined for the Petitioner**

NIL

List of documents got marked for the Petitioner

Ex.P1: Certified Copy of Order Sheet in OS No.30/2025
Ex.P2: Certified Copy of Petition in OS No.30/2025
Ex.P3 & 4: Certified Copies of Objections in OS No.30/2025
Ex.P5: Certified Copy of Compensation Petition in
OS No.30/2025

List of witnesses examined for the Objector

RW1: Smt. Angadi Gowramma

List of documents marked for the Objector

Ex.D1 to
Ex.P3: Certified Copy of Partition Deed Letters
Ex.D4 to
Ex.P6: RTC Extracts
Ex.D7: Endorsement dated 08.08.2025

Sd/-

MADHUSUDHANA D K
Itinerary Senior Civil Judge
Huvinahadagali