

KADG420006422012



**IN THE COURT OF THE CIVIL JUDGE & JMFC., AT
HARAPNAHALLI.**

**Present : Shri. Manu Sharma S.P.,
B.A.LAW.LL.M.
Civil Judge & JMFC,
Harapanahalli.**

Dated on this the 28th Day of March -2026.

ORIGINAL SUIT NO.262/2012

PLAINTIFF/S: Sri.Sudugadappara Halappa, S/o.
Kenchahanumappa, Age 66 years,
Agriculturist, R/o Uchangiduraga
village, Harapanahalli Taluku,
Davanagere District.

(By Sri.P.J.G., Adv.,)

V/s.

DEFENDANT/S
:
1. Sri.Anajiger Kariyappa, S/o.
Hanumanthappa, Age 66 years,
Agriculturist, R/o Uchangiduraga
village, Harapanahalli Taluku,
Davanagere District.

2. Sri. Hanumanthappa, S/o.
Kariyappa, Aged about 25 years,
Agriculturist, R/o Uchangidurga
village, Harapanahalli Taluku,
Davanagere District.

3. Sri. Challeri Siddappa, S/o.
Bharamappa, Aged about 78 years,
Agriculturist, R/o Uchangidurga
village, Harapanahalli Taluku,
Davanagere District.

4. Sri. Thindappara Parussahrama,
S/o. Thindappara Kariyappa, Aged

about 36 years, Agriculturist, R/o Uchangidurga village, Harapanahalli Taluku, Davanagere District.

(D-1 by Sri.M.A.N. Adv.,)
(D-3 Sri.M.S.B.Adv.,)
(D-4 Sri.V.M.N.Adv.,)
(D-2 Placed exparte)

1.	Date of institution of the suit	08.10.2012
2.	Nature of the suit	Declaration and Permanent Injunction
3.	Date of commencement of evidence	31.03.2021
4.	Date of judgment	28-03-2026
5.	Total Duration	Year/s Month/s Day/s 13 05 20

**Civil Judge & JMFC,
Harapanahalli.**

JUDGMENT

1. The plaintiff has filed a suit for a declaration to declare him as the absolute owner of the suit schedule property. The plaintiff also seeks a mandatory injunction directing the defendant to execute a rectification deed to correct the survey number from 106 instead of 100/G in respect of the suit schedule property.

1(a). Further, the plaintiff seeks a permanent injunction to restrain the defendant from interfering with the possession and enjoyment of the suit schedule property.

2. Brief facts of the case as per Plaintiff are as hereunder:-

The plaintiff is the owner, enjoyer, and possessor of the suit schedule land, which is fully described in the plaint schedule. The plaintiff purchased the suit schedule land through a registered sale deed dated 29-09-1980 for Rs. 800/-. Since the date of sale, the plaintiff has been in peaceful possession and enjoyment of the suit schedule land until today. The plaintiff is an illiterate, rustic village person. The plaintiff recently obtained a copy of the ROR (Record of Rights) from the Tahasildar of Harapanahalli and came to know that the suit land was not mutated in the name of the plaintiff as per the registered sale deed. After inquiry and verification of revenue records and the sale deed, the plaintiff came to know that the survey number mentioned was 100G instead of 106 in the registered sale deed by mistake and oversight. The boundaries mentioned in the registered sale deed are intact to the suit

survey number land. The land bearing Sy No. 100G belongs to one Smt. Savithramma, W/o Kenchappa. The plaintiff has produced the ROR in respect of the suit land and also the land bearing Sy No. 100G of Kallugudi village. The plaintiff came to know of the above-said fact and approached the defendant to come and execute the rectification deed in respect of the suit schedule land. The defendant postponed the execution of rectification deed in respect of suit schedule property by one or the other reasons. The plaintiff has always been ready and willing to bear the necessary charges, etc., to obtain the rectification deed in his favor in respect of suit schedule land. The plaintiff got issued a lawyer's notice on 31-8-2012 to the defendant, calling him to come and execute the rectification deed in respect of suit schedule property. The defendant has refused to receive the notice on 8-9-2012. On 29-9-2012, the defendant and his fellowmen came to the suit land and caused obstruction and interference in the plaintiff's peaceful possession and enjoyment of the suit schedule land. The plaintiff resisted the illegal act of the defendant and his fellowmen. The defendant and his followers unnecessarily

invaded the valuable rights and property of the plaintiff. The defendant was well aware of the sale deed in favor of the plaintiff. The plaintiff is not able to peacefully enjoy the suit property at the hands of the defendant.

3. After service of summons defendants have appeared on record and Defendant No.1 and 3 have filed their respective written statements. Defendant No.4 who subsequently got himself impleaded has filed memo adopting the written statement of Defendant No.1. Defendant No.1 has filed written statement denying the case of the plaintiff and contending inter alia that suit is not properly valued for the purpose of value of Court fee and jurisdiction. Defendant has further stated that he never executed any registered sale deed on 29.09.1980 in the office of sub-registrar and he has not put his LTM on the alleged registered sale deed and said registered sale deed is fabricated and forged document . Defendant has further stated that it is necessary to send the LTM for expert opinion. Defendant has further stated that on 15.05.2012 Defendant No.1 executed registered relinquishment deed in favour of his son Hanumanthappa, since then his son is in possession of the

suit schedule property as its absolute owner. Defendant has further stated that later on Hanumanthappa being a son did not look after Defendant and hence defendant interfered in the possession and enjoyment of Hanumanthappa over the relinquished land and therefore Hanumantahappa filed the suit bearing O.S.No.150/2012 for permanent injunction and same is pending disposal before this Court. Based on said contentions defendants prayed for dismissal of the suit.

4. Defendant No.3 has filed written statement denying the case of the Plaintiff and contending inter alia that on August 17, 2012, the 2nd defendant and 3rd defendant registered a conditional sale deed at the Harapanahalli Sub-Registrar's Office as security for a loan of ₹1,05,000 (One Lakh Five Thousand Rupees). The property involved is Survey No. 106/2, measuring 1-74 acres, located in Kallugudi village, Arasikere Hobli, Harapanahalli Taluk, Davanagere District. The boundaries of the land are as follows:

East : Land belonging to Halappa, son of Kenjappa.

West : Land belonging to Jodi Marappa.

North: Land belonging to Ramappa.

South: Land belonging to Ramappa.

4(a). Subsequently, after the completion of the term, on June 11, 2018, the 3rd defendant executed a reconveyance of the conditional sale deed in favor of the 2nd defendant and his younger brother, Thindappa Parashurama (son of Thindappa Kariyappa, aged approximately 33 years), for a principal and interest amount totaling ₹2,10,000 (Two Lakhs Ten Thousand Rupees). The document number for this transaction is 1016/2018-19. The suit schedule property is under the complete ownership of the 2nd defendant and his brother, Thindappa Parashurama. For the past 40 years, the 1st defendant, 2nd defendant, and his brother have been in continuous possession and enjoyment of the property as its rightful owners. Based on said contentions the Defendant No.3 prays for the dismissal of the suit.

5. Based on pleadings of the parties and the documents, the following issues and additional issues are framed by the court:-

ISSUES

1] Whether the plaintiff prove that he is owner and possessor of the suit schedule property?

2] Whether the plaintiff further prove that the Sy.no. mentioned as 100G instead of 106 in the registered sale deed by mistake and oversight, the boundaries mentioned in the registered sale deed are intact to the suit Sy.no. Land?

3] Whether the plaintiff further prove that the alleged interference by the defendants?

4] Whether the defendant No.1 prove that the alleged registered sale deed is fabricated and forged deed in collusion with the witness in the name of 1st defendant?

5] Whether the defendant No.1 prove that on 15/05/2012 1st defendant executed a registered relinquishment deed in favor of his son Hanumanthappa as pleaded in the W/S?

6] Whether the defendant No.1 prove that the suit is not properly valued and the court fee paid is insufficient?

7] Whether the plaintiff is entitled to the reliefs as prayed for?

8] What Order or Decree?

ADDITIONAL ISSUES

1. Whether the defendant No.3 proves that himself and his brother Thindappara Parashurama have valid title, interested and possession over the suit schedule property as pleaded in his written statement ?

6. In order to prove the case, Plaintiff is examined as PW1, and in support of his case two witnesses are examined as PW-2 and 3. The following documents are marked on behalf of Plaintiff.

Ex.P.1	:	Special Power of Attorney
Ex.P.2	:	Original registered sale deed
Ex.P.3	:	Certified copy of hand written mutation order
Ex.P.4 to 6	:	Computerized RTCs
Ex.P.7	:	Legal notice
Ex.P.8	:	Un served postal acknowledgment
Ex.P.9	:	Certified copy of mutation
Ex.P.10 to 12	:	Certified copy of hand written RTCs
Ex.P.13	:	Certified copy of register sale deed
Ex.P.14	:	Digital certified copy of the sale deed
Ex.P.15	:	Certified copy of order sheet in O.S.No.159/2012

- Ex.P.16 : Certified copy of plaint in
O.S.No.159/2012
- Ex.P.17 : Certified copy of not press memo in
O.S.No.159/2012

7. In support of defense, Defendant No.2 got examined as DW-1 and in support his case two witness are examined as DW-2 and DW-3. The following documents are marked on behalf of Defendants.

- Ex.D-1 to 5 : Certified copy of hand written RTCs
- Ex.D.6 to 15 : Computerized RTCs
- Ex.D.16 : Certified copy of mutation order
- Ex.D.17 : Certified copy of registered sale deed
- Ex.D.18 to 22 : Certified copy of hand written RTCs
- Ex.D.23 : Certified copy of relinquishment deed
- Ex.D.24 : Certified copy of registered sale deed
- Ex.D.25 : Certified copy of resettlement register
- Ex.D26 : Certified copy of Mysore revision
settlement
- Ex.D27 : Certified copy of Form No.10
- Ex.D28 : Certified copy of map
- Ex.D29 : ROR

8. Heard arguments and perused records.

9. Upon consideration of evidence on record my findings to the above points are as here under:-

Issue No.1	:	In the Affirmative.
Issue No.2	:	In the Affirmative.
Issue No.3	:	In the Affirmative.
Issue No.4	:	In the Negative.
Issue No.5	:	In the Affirmative.
Issue No.6	:	In the Negative.
Issue No.7	:	In the Affirmative.
Addl. Issue No.1	:	In the Negative.
Issue No.8	:	As per the final order for the following:-

REASONS

10. Issue No.1, 2 and 4 :- As these issues are inter related they are taken up for common discussion to avoid repetition. It is the case of the plaintiff that he is absolute owner in possession of the suit schedule land having purchased the same under the registered sale deed Dtd: 29.09.1980 for Rs.800/- from the Defendant No.1. Plaintiff has asserted that in the registered sale deed survey number of the property was wrongly mentioned as 100G instead of Sy.No.106 by mistake and over sight and it is also his case that boundaries mentioned in the registered sale deed are the boundaries of

land bearing Sy.No.106. Per contra Defendant No.1 has totally denied very execution of registered sale deed marked as Ex.P-2 and contended that it is forged document. In order to prove his case Plaintiff got himself examined as P.W-1 and reiterated the plaint averments in his evidence. Apart from the leading oral evidence Plaintiff has also produced documents.

11. It is to be noted that in Ex.P-2 registered sale deed Halappa's land is shown to be existing in the eastern, southern, and northern boundaries of the land bearing Sy.No.100G. Siddappa's land is shown to be existing in the western side of the said property. As per the contention of the Plaintiff land bearing Sy.No.106 is situated in within the aforesaid boundaries. In this regard, it is useful to refer to Ex.D-27 and Ex.D28. Ex.D-27 is form No.10 pertaining to land baring Sy.No.106. Ex.D28 is survey sketch of land baring Sy.No.106. According to Plaintiff item No.2 in Ex.D27 is suit land which is shown to be existing in the name of Kariyappa S/o Hanumanthappa i.e. Defendant No.1 in possession column of the said document. It is to be noted that as could be seen from Ex.D27 there are total 5 sub divisions in the said survey

number. Ex.D27 discloses that land bearing Sy.No.106/1 is standing in the name of one Nagappa S/o Halappa, land bearing Sy.No.106/3 is standing in the name of one Kenchappa S/o Halappa, land bearing Sy.No.106/4 is standing in the name of one Kariyappa S/o Hanumanthappa and land bearing Sy.No.106/5 is standing in the name of one Ramappa S/o Halappa. In the survey sketch marked as Ex.D28 land bearing Sy.No.106/1, 106/5 and 106/3 are respectively shown to be existing in the northern, southern and eastern boundaries of land bearing Sy.No.106/2.

12. As already mentioned aforesaid land bearing Sy.No.106/1, 106/5, and 106/3 are standing in the name of children of Halappa. As already pointed out Halappa's land is shown to be existing in the eastern, southern, and northern boundaries of the property mentioned in Ex.P2 i.e. sale deed registered in the name of Plaintiff. So it is clear that land bearing Sy.No.106/2 is the subject matter of Ex.P2 and Sy.No.100G is not the subject matter of Ex.P-2. It is mainly because here in the present case although Defendants are on record they have not produced any documents to show that

land bearing Sy.No.100G is existing within the boundaries mentioned in Ex.P2. Defendants have not produced any documents to show the ownership of Defendant No.1 i.e. vendor of Plaintiff over land bearing Sy.No.100G. On the other hand, it is relevant to note that as could be seen from the Ex.P4 of land bearing Sy.No.100G is standing in the name of Savithramma. Here Defendants have not produced any document to show that Defendant No.1 had acquired right over the Sy.No.100G from the said Savithramma and having acquired the title he sold the same in favor of Plaintiff. Further it is not the case of the Defendant that Savithramma and Kariyappa both belonged to one family. Moreover DW1 in his cross examination has admitted the boundaries of the suit schedule property and also admitted that Ex.D.27 form No.10 and Ex.D.28 sketch are proper documents. So evidence on record indicates that suit schedule property is conveyed under Ex.P.2.

13. It is to be noted that Plaintiff has also produced old RORs marked as Ex.P.10 and 11 standing in the name of father of Defendant No.1 namely Hanumanthappa S/o.Ramappa. Here Plaintiff has also produced notices marked as Ex.P.7 and

Ex.P.8 calling upon the Defendant No.1 to execute rectification deed. Here Plaintiff has also produced mutation order passed in the year 2012 marked as Ex.P.9 as per which records of the suit schedule property are ordered to be mutated in the name of Defendant No.2 who is son of Defendant No.2. Further Plaintiff has also produced RORs standing in the name of Defendant No.2 marked as Ex.P.5 and 6 mutated on the basis of mutation order.

14. It is to be noted that Plaintiff has also produced certified copy of sale deed dated 17-08-2012 marked as Ex.P.13 executed by Defendant No.2 in favor of defendant No.3 pertaining to suit schedule property, and certified copy of the sale deed dated 11-06-2018 marked as Ex.P.14 executed by Defendant No.3 in favor of Defendant No.2. So here, it is clear from Ex.P.5, 6, 9 and 13 that after sale of suit property way back in the year 1980 in favor of Plaintiff, Defendants have dealt with suit schedule property in the year 2012 without having any iota of rights over the same, as such sale deeds marked as Ex.P.13 and 14 have not conveyed any title either in favor of Defendant No.2 or in favor of Defendant No.3. When

Plaintiff has produced cogent evidence and able to show that boundaries mentioned in Ex.P2 are boundaries of land bearing Sy.No.106, it was incumbent upon the Defendants to produce contra evidence to establish that Defendant No.1 had title over the land bearing Sy.No.100G and it is the subject matter of the Ex.P2. But no such materials are forthcoming on record. Here Defendants have produced Ex.D.1 to Ex.D.15 and 18 to 22 RORs of land bearing survey number 106, but said documents do not show the right of the Defendant No.1 over the land bearing survey number 100G.

15. It is to be noted that as Plaintiff is able to show that land bearing survey number 106 is subject matter of Ex.P.2 and survey number 100G belongs to one Savithramma, it is for the defendant No.1 to show 100G itself is the subject matter of Ex.P.2 by producing documents showing their rights over the said property. But no such documents are produced on record. Defendant No.1 has produced Ex.D.17 registered relinquishment deed dated 15-05-2012 executed by him in in favor of Defendant No.2 who is his son. But as this document is executed after selling the suit schedule property under Ex.P.2

in the year 1980 itself, Defendant No.1 had no right over the said property in the year 2012, and so it is not valid document under law and no right, title and interest are conveyed under the said document. Defendant No.1 has also produced resettlement register marked as Ex.D.25 and settlement register marked as Ex.D.26 pertaining to land bearing survey number 106 to show that property belonged to his ancestors. But Plaintiff is not disputing the title of the Defendant No.1 or ancestors at the time of execution of sale deed as per Ex.P.2. Only contention of the Plaintiff is that survey number is wrongly mentioned as 100G in the sale deed and hence her Defendant No.1 is expected to show any document evidencing his right over the land bearing survey number 100G. So production of settlement and resettlement registers are of no use for the Defendant No.1. Defendant No.1 has also produced Ex.D.14 digital sale deed dated 11-06-2018 executed by Defendant No.3 in favor of Defendant No.2 in respect of suit schedule property. But said sale deed is not valid in view of prior sale deed executed in the name of Plaintiff as per Ex.P.2.

Thus none of the documents produced by the Defendants are helpful to them in support of their defence.

16. Further it is to be noted that Defendant No.1 has denied the very execution of the registered sale deed by contending that he never put his thumb impression on the said document and it is forged. Here, it is profitable to refer to the decision of ***Honorable Supreme Court of India reported in 2021(5) SCC 300 between Rattan Singh and Others V. Nirmal Gill and others*** wherein held that a registered document carries a presumption of genuineness and burden of proof lies squarely on the person challenging its validity. So here Defendant No.1 has not produced any documents to show that he has challenged the said document at any point of time or he has taken any action against the Plaintiff in that regard. Defendant No.1 has not made an application before this court to send the document for comparison by an expert so as to ascertain as to whether Ex.P.2 bears his signature or not. So contention of the Defendant No.1 that Ex.P.2 is forged document is not acceptable. So far as possession is concerned, it is to be noted that possession always follows title. So in view

of transfer of title in the name of Plaintiff under Ex.P.2 it is to be held that possession is also delivered under the said document. Thus, it is clear from the oral and documentary evidence on record that Plaintiff has proved that he is owner in possession of the suit schedule property, and survey number is wrongly mentioned as 100G instead of 106 in registered sale deed, and it is also clear from the evidence on record that Defendant No.1 has not proved that registered sale deed is forged document. Hence, I answer **Issue No.1 and 2 in the Affirmative and Issue No.4 in the Negative.**

17. Issue No.3:- It is the case of the plaintiff that the defendants are interfering with his possession and enjoyment of the suit schedule property. As evident from the record, after selling the suit schedule property to the plaintiff in 1980, the defendants began interfering with it from 2012 onwards by executing registered sale deeds time and again, even though they had no right, title, or interest over the property after the 1980 sale.

18. Making baseless claims also amounts to interference with the possession and enjoyment of the true owner. In the

present case, the defendants, knowing fully well that the title had been conveyed to the plaintiff in 1980, have continued to assert claims over the property, which are baseless. Therefore, it is to be held that the plaintiff has proved that the defendants are interfering with his possession and enjoyment of the suit schedule property. Hence, I answer **Issue No. 3 in the Affirmative.**

19. Issue No.5:- It is the case of Defendant No. 1 that he has executed a registered relinquishment deed dated 15.05.2012 in favour of his son. In support of this contention, Defendant No. 1 has also produced Exhibit D-17, the registered relinquishment deed. The said document shows that it is executed by Defendant No. 1 in favour of Defendant No. 2. However, the validity of the document is altogether a different aspect to be considered when deciding this case. Exhibit D-17 shows that the document came to be executed by Defendant No. 1 in favour of Defendant No. 2 pertaining to the suit schedule property. Hence I answer **Issue No.5 in the Affirmative.**

20. Issue No.6: Defendant No. 1 has contended that the plaintiff has not valued the suit property properly for the purpose of court fee. It is stated in the written statement that the plaintiff has valued the suit as per the alleged registered sale deed dated 29.09.1980 for ₹800, but as on 2012, the market value of the suit schedule land was up to ₹5 lakhs per acre.

21. It is to be noted that Defendant No. 1 has not produced any documents to show the value of the subject matter of the suit as on the date of filing of the suit. It is a settled position of law that in the absence of contrary materials, the valuation shown in the suit is to be readily accepted. Therefore, Defendant No. 1 has not proved that the suit is not properly valued and the court fee paid is insufficient. Hence I answer **Issue No. 6 in the Negative.**

22. Issue No.7:- The plaintiff has claimed the relief of declaration of title in respect of the suit schedule property, and he has also claimed the relief of rectification of the sale deed. Further, he has claimed the relief of a permanent injunction to restrain the defendants from interfering with his possession

and enjoyment of the suit schedule property. As already discussed, it is clear from the evidence on record that the plaintiff has proved that he is the absolute owner in possession of the suit schedule property on the strength of Exhibit P-2. It is also proved on record that the survey number was wrongly mentioned as 100/G in Exhibit P-2. Further, the evidence on record also indicates that the plaintiff has proved the alleged interference by the defendants.

23. Here, the advocate for Defendant No. 1 argued that the suit is barred by limitation. Learned counsel for Defendant No. 1 has drawn the attention of the court to the admission given by PW-1 stating that he came to know about the wrong entry in the year 1983 itself when he tried to make payment of tax in respect of the said property. By referring to said piece of admission, learned counsel for Defendant No. 1 argued that as per Article 59 of the Limitation Act, a suit for rectification of instruments has to be filed within three years from the date of knowledge. As such, the suit is clearly barred by limitation.

24. It is relevant to note that under Article 58, the right to sue for a declaration only arises when there is a threat to the

title. While the plaintiff knew of the error in 1983, there was no "dispute" or "cloud" until 2012. Plaintiff cannot be forced to sue for a clerical error that was not harming him. As already discussed, Defendants started meddling with the suit schedule property in the year 2012 denying the title of the Plaintiff which is the cause of action for the Plaintiff to file the suit for declaration and injunction based on his title. Therefore, the Declaration is main relief in the present case and relief of rectification is only ancillary relief. In this regard it is profitable to refer to a decision of **Honorable High Court of Karnataka in RSA NO.3065 OF 2006 (DEC/INJ) between B.Nagappa and others V. Lingegouda and others** wherein it was held that As far as the question relating to the limitation to file a suit for rectification of the title deed is concerned, when relief of rectification is ancillary to the main relief, article governing the main relief is to be applied for the purpose of limitation. In the present case relief of declaration is main relief governed under Article 58 of the Limitation Act. As per cause of action pleaded in the plaint cause of action arose in the year 2012 when Defendants interfered with possession of the Plaintiff. So it is

not possible to hold that suit is barred by limitation. Therefore it is to be held that Plaintiff is entitled to the reliefs claimed in the plaint. Hence, **I answer Issue No.7 in the Affirmative.**

25. Additional Issue No.1:- Defendant No. 3 has contended that he sold the suit schedule property under a registered sale deed dated 11.06.2018 in favour of Defendant No. 2 and Defendant No. 4, who is the brother of Defendant No. 2. As already discussed, it is clear from the evidence on record that title over the suit schedule property has already been conveyed to the plaintiff under Exhibit P-2. As such, any subsequent sale transactions pertaining to the suit schedule property have no value in the eyes of law. Accordingly, it is not possible to hold that any right, title, interest, or possession was conveyed under the aforesaid registered sale deed dated 11.06.2018 to Defendant No. 2 or Defendant No. 4. Hence I answer **Additional Issue No. 1 in the Negative.**

26. Issue No.8:- For the reasons stated above, I am of the opinion that suit filed by the Plaintiff is to be decreed with cost. In the result, the following:-

ORDER

The The suit filed by the Plaintiff is hereby decreed with cost.

It is declared that Plaintiff is the owner of the suit schedule property.

Defendant No.1 is hereby directed to execute the rectification deed rectifying as survey number 106 instead of 100G with respect to registered sale deed dated 29-09-1980 pertaining to suit schedule property within four months from the date of this judgment.

Defendants are permanently restrained from interfering in the possession and enjoyment over the suit schedule property.

Draw decree accordingly.

(Dictated to stenographer and transcript by him and same is corrected and initialed by me and then pronounced in the open court on this **28th day of March-2026.**)

**(Manu Sharma S.P.)
Civil Judge & JMFC,
Harapanahalli.**

:: ANNEXURE ::

List of witnesses examined on behalf of plaintiff/s:

PW-1 : Nagarathnamma
PW-2 : Avali Gangamma
PW-3 : Chikkappa

List of exhibits marked on behalf of plaintiff/s:

- Ex.P.1 : Special Power of Attorney
Ex.P.2 : Original registered sale deed
Ex.P.3 : Certified copy of hand written
mutation order
Ex.P.4 to 6 : Computerized RTCs
Ex.P.7 : Legal notice
Ex.P.8 : Un served postal acknowledgment
Ex.P.9 : Certified copy of mutation
Ex.P.10 to 12 : Certified copy of hand written RTCs
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Ex.P.15 : Certified copy of order sheet in
O.S.No.159/2012
Ex.P.16 : Certified copy of plaint in
O.S.No.159/2012
Ex.P.17 : Certified copy of not press memo in
O.S.No.159/2012

List of witnesses examined on behalf of defendant/s:

- DW-1 : Anajigeri Hanumanthappa
DW-2 : Challeri Siddappa
DW-3 : Prabhakar.C.

List of exhibits marked on behalf of defendant/s:

- Ex.D-1 to 5 : Certified copy of hand written RTCs
Ex.D.6 to 15 : Computerized RTCs
Ex.D.16 : Certified copy of mutation order

- Ex.D.17 : Certified copy of registered sale deed
- Ex.D.18 to 22 : Certified copy of hand written RTCs
- Ex.D.23 : Certified copy of relinquishment deed
- Ex.D.24 : Certified copy of registered sale deed
- Ex.D.25 : Certified copy of resettlement register
- Ex.D26 : Certified copy of Mysore revision
settlement
- Ex.D27 : Certified copy of Form No.10
- Ex.D28 : Certified copy of map
- Ex.D29 : ROR

**(Manu Sharma S.P.)
Civil Judge & JMFC,
Harapanahalli.**

**(Vide Separate Judgment)
Judgment pronounced in the open
court vide Dt. 28.03.2026)**

: O R D E R :

The The suit filed by the Plaintiff is
hereby decreed with cost.

It is declared that Plaintiff is the owner of the suit schedule property.

Defendant No.1 is hereby directed to execute the rectification deed rectifying as survey number 106 instead of 100G with respect to registered sale deed dated 29-09-1980 pertaining to suit schedule property within four months from the date of this judgment.

Defendants are permanently restrained from interfering in the possession and enjoyment over the suit schedule property.

Draw decree accordingly.

**Civil Judge & JMFC,
Harapanahalli.**

