

KAVP210009392020



Presented on : 21-08-2020
Registered on : 27-08-2020
Decided on : 15-07-2026
Duration : 5 years, 10 months, 25 days

IN THE COURT OF THE PRL. CIVIL JUDGE & JMFC.,
AT: BASAVANA BAGEWADI

PRESENT BEFORE

Sri. Ameet Ghatti, B.A., L.L.B
Prl. Civil Judge and JMFC.,
Basavana Bagewadi.

Dated this the 15th day of July, 2026

H.R.C.No.1/2020

PETITIONERS:

1. Chandrashekhar S/o Shivalingayya Hiremath,
Since dead by his L.Rs.
- 1A. Pushapa W/o Chandrashekhar Hiremath,
Age: 53 years, Occ: Household Work,
R/o Kolhar, Tq: Kolhar,
Dist: Vijayapura.
- 1B. Satalingayya S/o Chandrashekhar Hiremath,
Age: 25 years, Occ: Agriculture,
R/o Kolhar, Tq: Kolhar,
Dist: Vijayapura.
- 1C. Soubhagya D/o Chandrashekhar Hiremath,
Age: 24 years, Occ: Student,
R/o Kolhar, Tq: Kolhar,
Dist: Vijayapura.

1D. Kalpana D/o Chandrashekhar Hiremath,
Age: 16 years, Occ: Student,
Represented by minor guardian i.e.
Natural mother Petitioner No.1A,
R/o Kolhar, Tq: Kolhar,
Dist: Vijayapura.

1E. Kirti D/o Chandrashekhar Hiremath,
Age: 12 years, Occ: Student,
Represented by minor guardian i.e.
Natural mother Petitioner No.1A,
R/o Kolhar, Tq: Kolhar,
Dist: Vijayapura.

(By Miss. S.R.Guddi, Advocate)

-Vs-

RESPONDENT:

Sangappa S/o Shivappa Bellubbi Nettikatti,
Age: 57 years, Occ: Agriculture,
R/o Kolhar, Tq: Basavana Bagewadi,
Dist: Vijayapura.

(By Sri. A.G.Nandi, Advocate)

ORDER

This is a petition filed by the petitioner against the respondents U/Sec.27(2)(L)(R) of Karnataka Rent Act, 1999.

2. It is the case of the petitioner that, the petitioner is the absolute owner of Plot No.2898A measuring East-West 10-meters and North-South 10-Meters situated at Kolhar Village. The petitioner has purchased the property from one Dundappa Kumbar under Registered Sale Deed dated

12.11.2013. After purchase of the property, the petitioner has constructed a house on the Plot No.2898A. The petitioner being the owner of property was in possession of petition premises till the March, 2014. As there was another small house of petitioner wherein he is residing with his family, the respondent requested the petitioner to give petition premises to him on rental basis. The respondent agreed to pay the rent of Rs.1,000/- per month as per English Calendar and agreed to vacate the petition premises as and when asked by the petitioner. Accordingly, on oral agreement of rent, the petitioner gave the petition premises on rent from 1st April, 2015. Earlier to this, the respondent was residing in the Plot of his ownership by putting No.2899A which was temporary shed. The respondent had taken electric connection from K.E.B. to his shed and he is utilizing the same meter to the petitioner property. The petitioner has son and two daughters. The son of petitioner is doing private job and his engagement is done. He is not in good terms with his mother. So, he wants to reside separately. 1st daughter of petitioner is 18 years of age and she has continued her education and other child is also studying. The petitioner

and his family members are presently residing in a small house. The children of petitioner have grown up and they need also arrived for petitioner to make provision for his son and daughters. Hence, the petition premises is required for his bonafide use and occupation. The petitioner's son intends to start his own business. For that, the house wherein presently the petitioner and his family members are residing is not sufficient. So, to settle the life of children, the petitioner wants to make arrangement of residence to his son and daughters in petition premises. In the month of January, 2020 the petitioner requested the respondent to vacate the petition property and handover the possession of the petition property to him. But, the respondent refused to do so and stopped the payment of rent. The petitioner has not claimed rent in this petition. The elders have advised the respondent not to do so, but the respondent did not heed their request. The respondent is residing in the petition property along with his wife and children. The respondent has made major changes in the interior of petition property without any consent of petitioner. The petitioner came the said fact in the month of January, 2020. Hence,

on all these grounds, the petitioner is compelled to file this petition.

3. After filing of the petition, notice was issued. The respondent has appeared through his Counsel and filed objection to the petition. In the objection the respondent denied each and every contentions of the petitioner. Further contending that, the respondent is the absolute owner and possessor of the property bearing No.2898-A of Rehabilitation Centre, Kolhar. The said plot and another plot No.2899-A were granted to this respondent jointly by Rehabilitation Officer, UKP, Alamatti. Accordingly, title deed has been issued to the respondent on 05.02.2003. Thereafter, the respondent constructed a house in the said property and residing therein as owner. The respondent has obtained electricity connection to the said property and he himself constructed house in the Plot No.2898-A of Kolhar Village and accordingly residing in the said house with his family members. Thus, the say of petitioner that, he is the owner of said petition premises bearing No.2898-A is totally false. The respondent is residing in the petition premises as absolute owner. There

is no landlord and tenant relationship exists between the petitioner and respondent and there is no any type of agreement or oral agreement taken place between the petitioner and respondent. The respondent has not paid any rent to the petitioner with respect to petition premises. Hence, there is no relationship between the landlord and tenant exists between the petitioner and respondent. Hence, prays to dismiss the petition.

4. In order to prove the contention of the petitioners, the petitioner examined himself as P.W.1 and got marked Ex.P-1 to Ex.P-21. The petitioner examined one more witness as P.W.2 on his behalf.
5. In order to disprove the contentions of the petitioner, the respondent has neither stepped into witness box nor produced any documents. Hence, the evidence of respondent is taken as nil. Further, the respondent has also not cross-examined P.Ws.1 and 2.
6. Heard both the Counsels.
7. The following points arise for my consideration:

POINTS

1. Whether the petitioner proves that, there is jural relationship between him and respondent as landlord and tenant ?
2. Whether the petitioner proves that, the respondent failed to pay rent and the respondent changed the interior of the petition property without his consent ?
3. Whether petitioner proves that, he has validly terminated tenancy between him and respondent ?
4. Whether the petitioner is entitled for the relief as sought for ?
5. What Order or Decree ?

8. My findings on the above Points are as follows:

POINT No.1 : In the Affirmative,

POINT No.2 : In the Affirmative,

POINT No.3 : In the Affirmative,

POINT No.4 : In the Affirmative,

POINT No.5 : As per the final order
for the following;

R E A S O N S

9. **POINT No.1 AND 2:-** These Points are interlinked with each other. Hence, they are taken-up together for common discussion in order to avoid repetition of facts.

10. It is the case of the petitioner that, he is the owner of petition property by virtue of the Registered Sale Deed dated 12.11.2013. Further stated that, he has constructed house in the property bearing No.2898A of Kolhar Village. As such, he is the owner of property.
11. In order to prove this contentions, the petitioner himself examined as P.W.1 and got marked 21 documents as per Ex.P-1 to Ex.P-21.
12. The petitioner has also examined one more witness as P.W.2 on his behalf.
13. P.W.1 has filed affidavit in lieu of his examination-in-chief wherein he has reiterated the contents of petition averments. Since the petition averments already narrated in the above Paragraphs of this Judgment, the same are not required for reproduction.
14. In support of his contentions, the petitioner has produced 21 documents as per Ex.P-1 to Ex.P-21. Ex.P-1 is the Form No.3 wherein the name of the petitioner is entered. Ex.P-2 is the Certificate issued by Rehabilitation Officer,

UKP, Alamatti, which reveals that, one Dundappa Basappa Kumbar is the owner of property bearing No.2898/A and he has sold the said property to the petitioner. The said document clearly established that, the petitioner is the owner of property bearing Plot No.2898/A. Ex.P-3 is the Endorsement issue by the Office of the Rehabilitation Officer, UKP, Alamatti. Ex.P-4 and Ex.P-5 are the Sale Deeds. The said documents support the contentions of the petitioner. The said documents clearly established that, the petitioner is the owner of petition property. Ex.P-6 is the Tax Paid Receipt. Ex.P-7 and Ex.P-8 are the Challans. Ex.P-9 is the Form No.15 wherein the name of the petitioner is appeared. Ex.P-10 is the Endorsement issued by Rehabilitation Officer, UKP, Alamatti. The said document clearly established that the petitioner is the absolute owner of petition property. Ex.P.11 is the Acknowledgment issued by Station House Officer, Kolhar Police Station. Ex.P-12 is the Endorsement issued by Station House Officer, Kolhar Police Station. Ex.P-13 is the Notice to the Sub-Registrar, Basavana Bagewadi. Ex.P-14 is the Notice to Rehabilitation Officer, Alamatti. Ex.P-15 is the Notice to Chief Executive Officer,

Town Panchayat, Kolhar. Ex.P-16 to Ex.P-18 are the Postal Receipts. Ex.P-19 to Ex.P-21 are the Postal Acknowledgments.

- 15.** In support of his contentions, the petitioner has examined one more witness as P.W.2 who has filed affidavit in lieu of his examination-in-chief wherein he has stated that, the petitioner is the owner of property. The petitioner is residing in another small house and the respondent has requested the petitioner to give petition premises on rental basis for rent of Rs.1,000/- per month. Further, the petitioner requested the respondent to vacate the premises, but the respondent refused to do so and he is witness to the oral agreement between petitioner and respondent. He has requested the respondent, but the respondent did not heed his request. Hence, the petitioner has filed the petition.
- 16.** In order to disprove the contentions of the petitioner, the Counsel for the respondent has not cross-examined P.Ws.1 and 2 and not led any evidence.

17. It is the contention of the respondent that, the petition property is granted by UKP and Hakku-Patra was issued in his favour and he has constructed a house and he is residing in the said house. In order to prove this contention, the respondent has not stepped into witness box and not led any evidence and not produced any documents. Hence, the contentions of the respondent cannot be accepted. It is contention of the respondent that, there is no jural relationship between them. The petitioner requested the respondent to vacate the suit property. In the objection, the respondent himself has stated that, he is in possession of property No.2898-A and 2899-A and he has constructed a house in property No.2898-A. The admission of the respondent itself established that, he is in possession of petition property as a tenant. Further, in order to disprove the contention of petitioner, the respondent has not cross-examined P.Ws.1 and 2. Hence, the evidence of P.Ws.1 and 2 cannot be disbelieved. Hence, the petitioner has proved that, he is the absolute owner of petition property and there is jural relationship between him and respondent as tenant and land lord. Further proved that, the respondent is residing

in the house without paying rent. Hence, the petitioner is entitled for the relief as sought for. Hence, I answer Point No.1 and 2 in the **AFFIRMATIVE**.

- 18. POINT No.3:-** It is the allegations of the petitioner that, the tenancy between the petitioner and respondents is validly terminated. It is the contention of the petitioner that, the petitioner's son intend to start own business, for that purpose the petitioner has requested the respondent to vacate the premises. But, the respondent refused to do so and stopped the payment of rent. Further stated that, the respondent has made major changes in the interior of the petition property. On the other hand the respondent has not led his evidence and not produced any document.
- 19.** The Counsel for the petitioner has cited decision reported in ***AIR 1981 KARNATAKA 20*** in between ***Papinakanahalli Venkanna and others Vs. Janadri Venkanna Setty***, wherein it is held that, Karnataka Rent Control Act (22 of 1961), S.21(1)—Eviction of tenant—Prior notice under S.106, T. P. Act—Not necessary to initiate proceedings under S.21 (Transfer of Property Act (1882), S.106). Before maintaining a petition for eviction

under Section 21(1) of the Karnataka Rent Control Act, 1961, it is not necessary for the landlord to determine the contractual tenancy by issuing to the tenant a notice under Section 106 of the Transfer of Property Act. A tenant of a building falling within the purview of the Act does not cease to be a tenant by mere service of quit notice under Section 106 of the Transfer of Property Act, but only cease to be a tenant when order for his eviction is made by competent Court under the Act. That being so, determination of a lease in accordance with Transfer of Property Act is unnecessary and a mere surplusage and making out a case under the Rent Act for eviction of the tenant by itself is sufficient.

- 20.** The above said decision is very much applicable to this case. In the present case the petitioner has filed the present petition for eviction of petition premises. Hence, question of issuing the notice under Section 106 of Transfer of Property Act does not arise. Hence, the tenancy validly terminated in between the petitioner and respondents. Hence, I answer Point No.3 in the **AFFIRMATIVE.**

21. POINT No.4:- It is the contention of the petitioner that, the respondent has not paid the rent and changed the interior of the petition premises. In Section 31(1)(2) of Karnataka Rent Act, 1999 it has been stated that "It shall be open to the landlord to make an application in respect of any one residential and one non-residential premises each chosen to by him". So it is clear that the petitioner herein have got discretion to choose which is required for them. In the present case the petitioner has stated that, she is living with her family in a small house and the residential house is not sufficient for residing. Further stated that, the petitioner wants to make arrangement of resident to his son and daughter in the petition premises. In the present case the petitioner has chosen the present schedule premises for eviction. When the law provides to choose any of the premises, the choice of the petitioner cannot be terminated as unreasonable or unlawful. Further as per Section 27(o) of Rent Act – that the tenant in his reply having denied the ownership of landlord, has failed to prove it or that such denial was not made in a bonafide manner. In the present case respondent denied the title of the petitioner. Hence petitioner is entitled for

recovery of possession. Further proves that, the respondents have not paid the rent to the petitioner. Further proves that, tenancy in between the petitioner and respondents validly terminated. Hence, petitioner is entitled for the relief. Hence I answer Point No.4 in the **AFFIRMATIVE.**

22. POINT No.5:- For the foregoing reasons, I proceed to pass the following :

ORDER

The petition filed by the petitioners
U/Sec.27(2)(L)(R) of Karnataka Rent Act,
1999 is hereby allowed.

The respondent is directed to vacate
and hand over the vacant possession of the
petition property to the petitioners within
three months from the date of this order.

No order as to cost.

*(Dictated to the Stenographer, transcribed and computerized by him,
Order corrected and signed by me, then pronounced by me in the Open Court
on this the **15th day of July, 2026**).*

(Ameet Ghatti)
Prl.Civil Judge & JMFC.,
Basavana Bagewadi

ANNEXURE**List of witnesses examined on behalf of the Petitioners:**

P.W.1 : Chandrashekhar S/o Shivalingayya Hiremath,
R/o Kolhar.

P.W.2 : Ramesh S/o Yankappa Bhajantri, R/o Kolhar.

List of documents marked on behalf of the Petitioners:

Ex.P-1 : C.C. of Form No.3.

Ex.P-2 : Certificate of Suit Property.

Ex.P-3 : Letter issued by UKP Office, Alamatti.

Ex.P-4 & 5: Sale Deeds.

Ex.P-6 : Tax Paid Receipt.

Ex.P-7 & 8 : Challans.

Ex.P-9 : Online Copy of Form No.15.

Ex.P-10 : Endorsement issued by UKP, Alamatti.

Ex.P-11 : Acknowledgment issued by SHO, Kolhar P.S.

Ex.P-12 : Endorsement issued by SHO, Kolhar P.S.

Ex.P-13 : Notice to Sub-Registrar, Basavana Bagewadi.

Ex.P-14 : Notice to Rehabilitation Officer, Alamatti.

Ex.P-15 : Notice to Chief Executive Officer, Town Panchayat,
Kolhar.

Ex.P-16 to 18: Postal Receipts.

Ex.P.19 to 21: Postal Acknowledgments.

List of witnesses examined on behalf of the Respondent:

--Nil--

List of documents marked on behalf of the Respondent:

--Nil--

(Ameet Ghatti)
Prl.Civil Judge & JMFC.,
Basavana Bagewadi