KABR500018532014

IN THE COURT OF THE II ADDL.CIVIL JUDGE & J.M.F.C., AT : HOSAKOTE

PRESENT
SMT. SHILPASHREE.N.S.,
B.A.L., LL.B.,

DATED THIS THE 22nd DAY OF JUNE - 2026

OS No.293/2014

Plaintiff :

1. Chand Pasha,
S/o Noor Jan & Syed Ahammed,
Aged about 37 years,
R/at No.245, 11th Cross,
Yarab Nagar, Karesandra,
Near Double Street,
Banashankari 2nd Stage,
Bengaluru South.

2. Mehaboob Pasha,
S/o Noor Jan & Syed Ahammed,
Aged about 35 years,
R/at: Door No.218,
7th Cross 7th Main,
Banashankari 2nd Stage,
Kaveri Nagar,
Bengaluru South.

3. Shafi,
S/o Noor Jan & Syed Ahammed,
Aged about 32 years,
R/at Yalahalli Village,
Bengaluru North Taluk.

4. Mrs.Shabina Taj,
D/o Noor Jan,
W/o Ajaaz Pasha,
Aged about 35 years,
R/at Door No.218,
7th Cross 7th Main,
Banashankari 2nd Stage,
Kaveri Nagar,
Bengaluru South.

5. Mrs. Reshma,
D/o Noor Jan,
W/o Jeeya Baigh,
Aged about 30 years,
R/at no.245, 11th cross,
Yarab Nagar Karesandra,
Banashankari 2nd stage,
Bengaluru South.

6. Mrs. Parveen Taj,
D/o Noor Jan,
W/o Sadikk Pasha,
Aged about 27 years,
R/at no.245, 11th cross,
Yarab Nagar Karesandra,
Near Dabble Street,
Banshankari 2nd stage,
Bengaluru South.

7. Mrs. Rihana,
D/o Noor Jan,
W/o Nayaz Pasha,
Aged about 26 years,
R/at no.245, 11th cross,
Yarab Nagar Karesandra,
Near Dabble Street,
Banshankari 2nd stage,
Bengaluru South.

8. Mubarak,
S/o Noor Jan,
Aged about 22 years,
R/at Door No.218,
7^{th} Cross 7^{th} Main,
Banashankari 2^{nd} Stage,
Kaveri Nagar,
Bengaluru South.

9. Smt. Hajira Begum,
D/o Mohammed Ameer,
W/o Chand Pasha,
Aged about 43 years,
R/at No.13/5, Munikadirappa
Layout, Hoodi, Mahadevapura Post,
Bengaluru-48.

10. Akram Khan,
S/o Late.Ashraff,
Aged about 34 years,
R/at NO.78, Kadugodi Old,
Pump House, Nanda Talkies,
Bangalore-67.

11. Aslam Khan,
S/o Late.Ashrajja,
Dead by his L.R's

11a. Reshma Banu,
W/o Late.Aslam Khan,
Aged about 34 years.

11b. Sumaiya Khanum,
D/o Late.Aslam Khan,
Aged about 18 years.

11c. Yaseem Khan,
D/o Late.Aslam Khan,
Aged about 16 years,

Being minor rep. By its mother
and natural guardian by Reshma
Banu.

Plf.No.11a to 11c are R/at
No.321, H.A.L, Islampura,
Bengaluru-560 017.

12. Mrs. Rabia Begum,
S/o Late.Ashraff,
Aged about 38 years,
R/at No.228, Gandhi Nagar,
3rd Cross, White Field,
Bengaluru.

13. Imtiyaz Khan,
S/o Late.Ashraff
dead by his L.R's

13a. Nasreen Banu,
W/o Imtiyaz Khan,
Aged about 28 years,

13b. Kumari. Tasmiya Khanum,
D/o Imtiyaz Khan,
Aged about 12 years,

13c. Master. Rehan Khan,
S/o Imtiyaz Khan,
Aged about 10 years,

Plf.No.13(b) & 13(c) are minors
rep. by its mother & natural
guardian by name Nasreen Banu,
The plaintiff No.13(a) herein.

All are R/at No.379, Royal
English School, Ramaiah Garden,
Kadugodi, Bangalore-67.

14. Mrs. Sabeera Begum,
D/o Late.Ashraff,
Aged about 32 years,
R/at No.228, Vijay Nagar,
1st Floor, 6th Cross,
White Field, Bangalore.

15. Mrs. Sahera Begum,
D/o Late. Ashraff,
Aged about 29 years,
R/at No.250, Royal English School,
Ramaiah Garden, Kadugodi,
Bangalore-67.

16. Amjad Khan,
S/o Late. Ashraff,
Aged about 27 years,
R/at No.321, H.A.L,
Islampura, Bengaluru-560 017.

17. Mrs. Shaheeda Begum,
D/o Late. Ashraff,
Aged about 25 years,
R/at No.413, Krishnappa Garden,
2nd Main, 6th Cross,
Jayanagar 3rd Block,
Bangalore-67.

18. Saleem Khan,
S/o Late.Ashraff,
Aged about 25 years,
R/at No.321, H.A.L,
Islampura, Bangalore-560 017.

(By Sri.Harendra, Advocate)

-V/s-

Defendants : 1. Mrs. Syed Unnisa,

W/o Late.Syed Asgar,
Aged about 57 years.

2. Mrs. Farhana Banu,
D/o Late.Late.Syed Asgar,
Aged about 36 years.

3. Mrs. Rehana Banu,
D/o Late.Late.Syed Asgar,
Aged about 34 years,

4. Mrs. Rizwana Banu,
D/o Late.Late.Syed Asgar,
Aged about 32 years,

All are R/at C/o Asgar Manzil,
6th Main, Behind H.A.L Foundary,
Vinayaka Nagar, H.A.L,
Bengaluru- 560 017.

5. Iliyaz Pasha,
S/o Mohammed Ameer,
Aged about 54 years,

6. Fiyaz,
S/o Mohammed Ameer,
Aged about 54 years,

Def.No.5 & 6 are R/at
Muthkuru Village,
Anugondanahalli Hobli,
Hosakote Taluk,
Bengaluru Rural District.

7. Mrs. R.Ayesha Bi,
W/o Mohammed Ameer,
Aged about 65 years,
R/at:No.252, Muthkuru Village,
Anugondanahalli Hobli,

Medimallasandra Post,
Hosakote Taluk,
Bengaluru -560 067

Mrs. R.Ayesha Bi,
Since dead and her L.R's
are already on record as Def.No.8 to 15.

8. Syed Rahim,
S/o Mohammed Ameer,
Aged about 48 years,
R/at No.318/2, 1st Main,
5th Cross, Gandhipura,
White Field,
Bengaluru – 560 066.

9. Syed Ismail,
S/o Mohammed Ameer,
Aged about 46 years,
R/at No.46/4, Ataulla Building,
2nd Main, 4th Cross,
Lalbahadur Shastri Nagar,
Bengaluru-560 017.

10. Syed Habib,
S/o Mohammed Ameer,
Aged about 43 years,
R/at 4th Cross, Vijay Nagar,
White Field, Bengaluru-560 066.

11. Mrs. Mumtaz Begum,
D/o Mohammed Ameer,
Aged about 45 years,
R/at No.252/2, Muthkuru Village,
Anugondanahalli Hobli,
M.M.Sandra Post, Hosakote Taluk,
Bengaluru-560 067.

12. Syed Nazeer,
S/o Mohammed Ameer,
Aged about 41 years,
R/at No.26, 1st Main, 2nd Cross,
L.B.Shastry Nagar,
Bangalore.

13. Mrs. Khuteja Bi,
D/o Mohammed Ameer,
Aged about 39 years,
R/at No.27, Lakkur Village,
Malur Taluk, Kolar District.

14. Syed Rasheed,
S/o Mohammed Ameer,
Aged about 37 years,
R/at No.252, Muthkuru Village,
Anugondanahalli Hobli,
M.M.Sandra Post, Hosakote Taluk,
Bengaluru-560 067.

15. Mrs. Naseema Begum,
D/o Mohammed Ameer,
Aged about 34 years,
R/at No.32, Shankarapura,
Kadugodi,
Bengaluru-560 067.

(Def.No.1 to 5 by Sri.K.B.R., Adv.)

Date of institution of the suit	09.07.2014
Nature of the suit	Suit for partition and Separate possession
Date of commencement of recording of evidence	15.12.2016
Date on which judgment is	22.06.2026

pronounced	
Total Duration	Years 11 Months 11 Days 13

Sd/-
II Addl. Civil Judge & J.M.F.C.,
Hosakote.

JUDGMENT

The plaintiff has filed the present suit for the reliefs of partition, separate possession by metes and bounds. The Plaintiffs further seek a declaration that the registered Release Deed dated 16-03-2009 is a sham, void, and non-binding upon the plaintiff.

2. Brief facts of the plaintiff's case is as here under:-

Plaintiff contended that, Noor Jan, second wife of Late Mohammed Ameer and mother of the plaintiffs 1 to 8, Ajira Begum i.e., plaintiff No. 9, Ashraf, the father of the plaintiff No. 10 to 18, Syed Asgar, husband of the first defendant and father of the defendant No.2 to 4, Iliyaz Pasha, the defendant No.5 and Fiyaz Pasha & the defendant No.6 are the children of Late Ameer Sab and

Asha Bi. The defendant No. 7 is the wife of the late Mohammed Ameer and defendant No. 8 to 15 are the children of defendant No.7, first wife of Late Mohammed Ameer.

3. Further plaintiff contended that, the said Mohammed Ameer and his first wife Asha Bi @ Ayesha Bi were the joint owners and in possession and enjoyment of all that piece and parcel of the agricultural land bearing Sy. No. 17 measuring 4 acres 12 guntas including 6 guntas of karab situated at Muthkuru Village, Anugondanahalli Hobli, Medimallasandra Post, Hosakote Taluk, Bangalore Rural District and for their family necessities, they have created encumbrance in respect of 2 acres 4 guntas out of the said extent of 4 acres 12 guntas including 6 guntas of karab in favour of one Radha Devi. The defendant No.1 to 4 being the children of Syed Asgar and grand children of late Mohammed Ameer, being aggrieved by the said creation of encumbrance and feeling aggrieved that there were likelihood of depriving their share in the said property, approached the Principal

Civil Judge (Senior Division), Bangalore, by filing a suit in O.S.No.941/2007 seeking partition and other consequential reliefs. In the said suit, late Mohammed Ameer was arrayed as the first defendant. The defendant No.5 and 6 were arrayed as defendant No.2 and 3 in the said suit. The plaintiffs No.9 to 18 were as Defendant No.5 to 14 in the said suit.

4. Further plaintiff contended that, During the pendency of the above said suit, at the intervention of relatives, well wishers and friends, the plaintiffs and the defendants in O.S.No.941/2007 have arrived at a settlement by entering into a compromise. Accordingly, the claim in respect of 2 acres 4 guntas was given up as the same was agreed to be alienated in favour of Radha Devi. For the remaining land, it was agreed between the parties that the plaintiffs in the said suit along with the defendant No.2 to 14 were allotted 'A' schedule property measuring 1 acre 1 1/2 guntas jointly to them. The suit 'B' schedule property was allotted to the share of the defendant No.1, 15 to 23 in the said suit. Apart from the

said allotment, it was also settled between the parties that a sum of Rs.50,000/- by cash was paid to Mohammed Ameer, the first defendant in the said suit for his livelihood. The said amount so paid in lieu of relinquishment of his right and share over 'A' schedule property described in the compromised petition to the said suit, which was fallen to the share of the plaintiffs and the defendant No. 2 to 14 therein, who are the children and grand children of said Mohammed Ameer through his first wife Asha Bi. Thus, Mohammed Ameer has given up his right over 'A' schedule property which is described in the said compromise petition. The property described in the 'B' schedule to the compromise petition was allotted to the share of the first defendant Mohammed Ameer and the defendant No. 15 to 23 in the said suit. Thus, by the said terms, the aforesaid suit was settled on 12.01.2008 by filing compromised petition in O. S. No. 941/2007 on 12.01.2008.

5. Further plaintiff contended that, the said Mohammed Ameer died about four years ago and his wife Noor Jan, mother of the plaintiffs 1 to 8 died about three years ago subsequently. The plaintiffs 1 to 8 being the share holders and legal heirs of late Noor Jan, have succeeded to her share in the suit schedule properties. In the said compromised petition, suit 'A' schedule property was jointly allotted to the share of the mother of the plaintiffs 1 to 8, who being the defendant No. 4 in the said suit along with defendant No. 5, 6 and plaintiff No. 19 to 18 herein (defendant No. 1 to 4 herein). Thus, the plaintiffs 1 to 8 who are representing the estate of Noor Jan are entitled for undivided share of their mother in 'A' schedule property described in the said suit, apart from undivided share in the property of Mohammed Ameer, who was allotted a share in the 'B' schedule property to the said suit. Thus, the plaintiff No.9 is entitled for her legitimate undivided share in the 'A' schedule property and the plaintiffs 10 to 18 are jointly entitled for a share of late Ashraf in the 'A' schedule property. They are also

entitled for a share of Mohammed Ameer over the 'B' schedule property. The properties that were described as 'A' and 'B' schedule properties in the said suit, are more fully described in the schedule and referred to as the 'A' and 'B' properties.

6. Further plaintiff contended that, After the death of Mohammed Ameer, the defendant No.1 to 4 being the wife and children of late Syed Asgar, who is son of late Mohammed Ameer, have tried to deprive the legitimate share of the plaintiffs in respect of 'A' schedule property as well as undivided share of late Mohammed Ameer over 'B' schedule property in collusion with the defendants 7 to 15. They have been making serious clandestine dealings with the third parties and arranging inspection of suit schedule properties by various persons/ prospective buyers during the first week of May, 2014 onwards. The said clandestine efforts made by the defendants only to deprive and defraud the legitimate right and entitlement of share of the plaintiffs over both 'A' and 'B' schedule properties. Under the circumstances,

feeling highly aggrieved and apprehending deprivation of their legitimate shares, the plaintiffs have convened the panchayat through relatives and elders of the village on 01.06.2014 and requested the defendants to effect the division of both the suit 'A' and 'B' schedule properties and to allot their legitimate share. However, the defendants being in course of collusion with each other have bluntly refused to effect division and allot the share of the plaintiffs herein. Having no alternative remedy, the plaintiffs have approached this Hon'ble court seeking their legitimate share in the suit schedule properties.

7. Further plaintiff contended that, plaintiffs being the children / grand children of Late Mohammed Ameer and also as per allotment of share in the compromised share effected in O. S. No. 941/2007 are entitled to claim and receive their legitimate share in the suit schedule properties as they are having every right to claim the same. The defendants have no right or authority to deprive the shares of the plaintiffs. The plaintiffs and the defendants have been in joint possession and enjoyment

as per the compromised petition and allotment of share in the said compromised petition in O. S. No. 941/2007. Hence, the plaintiffs have approached this Hon'ble court seeking their legitimate share.

8. Further plaintiff contended that, the defendants since tried to deprive and defraud the legitimate right and entitlement of share of the plaintiffs over both 'A' and 'B' schedule properties, the plaintiffs have filed the above suit seeking declaration, partition and other consequential reliefs against the defendants. The defendants 1 to 6 by entering appearance in the above suit have filed their written statement by disclosing the alleged Release Deed dated 17.03.2009 stated to have been executed by late Noor Jan, mother of the plaintiffs 1 to 8 and Hazeera Begum and the plaintiffs 9 to 11, 16 and 18. releasing their undivided share in 1 acre 11½ guntas in favour of defendants 1, 5 and 6. The said defendants have clearly played fraud and in collusion with each other against late Noor Jan, mother of the plaintiffs 1 to 8, plaintiffs 9 to 11, 16 and 18 in obtained

alleged release deed dated 17.03.2009. In fact on the date of absolute sale deed dated 16.03.2009 executed in favour of Radha Devi, while taking signatures and thumb impression, it was given impression by the aforesaid defendants that due to server down and failure of computer software in the Sub-Registrar's office, the registration of the said sale deed was not completed and informed them that they are required to come on the following day also for execution and completion of the said document. Thus, they have not paid the amount of sale value that was agreed to be payable on the day of execution of the sale deed by the aforesaid Noor Jan and the plaintiffs 1 to 11, 16 and 18. Since the defendants are very kith and kin of the said Noor Jan and hence they have blindly followed the said persons to the Sub-Registrar's office for completion of the said formalities. Till filing of the written statement, absolutely there was no knowledge at all regard the aforesaid fraud played by the defendants 1, 5 and 6. The said defendants 1, 5 and 6 have clearly cheated the plaintiffs and late Noor Jan who had reposed great faith, trust and confidence upon the defendants 1, 5 and 6. Thus there is a clear collusive course among the defendant No.1, 5 and 6 in order to make wrongful gain for themselves and to cause wrongful loss to the plaintiffs and late Noor Jan, plaintiffs 9 to 11, 16 and 18. "Thus, the registered release deed dated 17.03.2009 came into existence fraudulently in collusion with the defendants 1, 5 and 6. The said release deed dated 17.03.2009 is ab-initio void document and the same is required to be declared as void document.

9. Further plaintiff contended that, the other plaintiffs were not at all aware of the alleged registered release deed dated 17.03.2009 as they were not parties to the same or the same was made known to them, till filing of the written statement by the contesting defendants. Thus, the said release deed dated 17.03.2009 is a sham document came into existence by playing fraud by the defendants 1, 5 and 6 herein, the said document is a void document and the same is not binding upon the plaintiffs.

10. Further plaintiff contended that, above suit is for partition and allotment of share of the plaintiffs in the suit 'A' and 'B' schedule properties. The plaintiffs are in joint possession and enjoyment of the suit schedule properties and as on this day, there is no division among them. Hence, the plaintiff filed this suit.

11. After service of suit summons, the defendants No.1 to 15 appeared before the court through their counsel and but the defendant No. 1 to 6 filed written statement and inspite of giving sufficient opportunity the other defendants has not filed written statement hence written statement other defendant taken as not filed. The defendant No.1 to 6 int their written statement contended that, the mother of the Plaintiff Nos.1 to 8 had executed Release Deed along with Plaintiff Nos.9, 10, 11, 16 and 18 in favour of Defendant Nos.1, 5 and 6 which is registered as document bearing No.HSK-1-05701-2008-09, Book-I, Stored in CD No.HSKD122, dated 17-03-2009 in the office of the Sub-Registrar, Hosakote.

12. Further defendants contended that, the land bearing Sy.No.17 totally measuring 4 Acre 12 Guntas including 6 Guntas Kharab originally belonged to one Smt. Asha Bi W/o. Mohammed Ameer a suit for partition was filed by the Defendant Nos.1 to 4 before the Principle Civil Judge, Senior Division, Bangalore in O.S. No.941/2007 against Noor Jaan the mother Plaintiffs 1 to 8 for partition and separate possession of their 1/4th undivided share in the suit said Property. The said suit was compromised and decreed in the terms of the said compromise petition on dated 12-11-2008 the said final decree was registered before the Sub-Registrar Hoskote registered as document bearing No. HSK-1-05705-2008-09, Book I, Stored in CD No.HSKD122, dated 17-03-2009, in the office of the Sub-Registrar, Hoskote.

13. Further defendants contended that, in the compromise petition the parties to the suit had agreed to release 2 Acres 4 Guntas to be alienated to one Smt. Radha Devi out of the remaining land 1 Acre 3½ Guntas including 2 Guntas Kharab was allotted to 1) Mr. Syed

Rahim S/o. Mohammed Ameer the Defendant No.8 2) Mr. Syed Ismail S/o. Mohammed Ameer the Defendant No.9 3) Mr. Syed Nazeer S/o. Mohammed Ameer the Defendant No.12 And 4) Mr. Syed Rasheed S/o. Mohammed Ameer the Defendant No.14 another portion 1 Acre 1½ Guntas allotted to 1) Smt. Syed Unnisa W/o. Late. Syed Asgar the Defendant No.1 2) Mr. Iliyaz Pasha S/o. Mohammed Ameer The Defendant No.5, 3) Mr. Fiaz S/o. Miohammed Ameer The Defendant No.6. The remaining 3 Guntas was jointly in the share of 1) Smt. Syed Unnisa W/o. Late. Syed Asgar the Defendant No.1 2) Mr. Iliyaz Pasha S/o. Mohammed Ameer The Defendant No.5, 3) Mr. Fiaz S/o. Mohammed Ameer 4) Mr. Syed Raheem S/o. Mohammed Ameer The Defendant No.8 5) Mr. Syed Ismail S/o. Mohammed Ameer The Defendant No.9 6) Mr. Syed Habib S/o. Mohammed Ameer The Defendant No.10 7) Mr. Syed Nazeer S/o. Mohammed Ammer the Defendant No.12 8) Mr. Syed Rasheed S/o. Mohammed Ameer. The Defendant No.14 have jointly left to the purpose of common road after the passing of the Decree the Late. Noor Jaan the mother of the Plaintiff No.1 to 8 and 1) Smt. Hajira Begum D/o. Mohammed Ameer the Plaintiff No.9, 2) Mr. Akram Khan S/o. Late. Ashraf the Plaintiff No.10, 3) Mr. Aslam Khan S/o. Late. Ashraf the Plaintiff No.11, 4) Mr. Amzad Khan S/o. Late. Ashraf the Plaintiff No.16, 5) Mr. Saleem Khan S/o. Late. Ashraf the Plaintiff No.18 are released their undivided share in the jointly allotted share in 1 Acre 1½ Guntas and a registered release deed bearing No.HSK-1-05701-2008-09 Book I, Stored in CD No.HSKD122, dated 17-03-2009 in the office of the Sub-Registrar, Hosakote.

14. Further defendants contended that, inspite that having executed release deed by Noor Jaan the mother of Plaintiffs 1 to 8 1) Smt. Noor Jaan 2) Smt. Ajira Begum 3) Mr. Akram Khan 4) Mr. Aslam Kham 5) Mr. Amzad Khan 6) Mr. Salim Khan have concealed the said fact and come before this Hon'ble Court with malafide intention to filed the above said suit there by committing an act of perjury. The very fact that the Plaintiffs have not come with clean hands before this Hon'ble Court is sufficient ground for

dismiss of the above suit. The Plaintiffs live deliberately filed the above suit with malafide intention to deprive their rights of these defendants in respect of the property allotted to them in the O.S.No.941/2007. Accordingly the suit is liable to be dismissed as filed do not have any manner of right, title or interest in the suit Schedule Property. Hence, prays to dismiss the suit with costs.

15. Based on the pleadings, my predecessor has framed the following issues:

ISSUES

1. Whether the plaintiffs prove that they are entitled for share in the suit schedule A and B properties? If so for what extent?
2. Whether the plaintiffs prove that the release deed dated 16.03.2009 registered on 17-03-2009 is sham and void document and the same is not binding on them?
3. Whether the plaintiffs entitled for mesne profits ?
4. Whether the defendants prove that the mother of the plaintiff No.1 to 8 and defendant No.9,

10, 11, 16 & 18 have executed release deed in favour of defendant No.1, 5, 6 which is registered on 17-03-2009?

5. Whether the plaintiffs are entitled for the relief's as sought by them?

6. What order or decree?

16. In order to prove the suit claim, the plaintiff No.9 examined herself as P.W-1 and got marked 28 documents as Ex.P-1 to 28 and closed her side. The defendants in order to prove their defense, the defendant No.6 examined himself as D.W-1 by filing examination in chief affidavit and got marked 7 documents as per Ex.D-1 to D-7. Both the witnesses were fully cross examined by their respective counsels.

17. Heard arguments and perused the records.

18. My findings to the above issues are as under;

Issue No.1 : In the **"Negative"**

Issue No.2 : In the **"Negative"**

Issue No.3 : In the **"Negative"**

Issue No.4 : In the **"Affirmative"**

Issue No.5 : In the **"Negative"**

Issue No.6 : As per final order

for the following;

<u>R E A S O N S</u>

19. **<u>Issues No. 1, 2, And 4 :</u>** As these points are connected with each other, they are taken-up together for discussion to avoid repetition. To determine these issues, this Court must first look at the rival pleadings on record. The Plaintiffs setup a claim that the Suit Schedule 'A' and 'B' properties are ancestral joint family properties that were earmarked for equal division under a prior registered compromise decree dated 12-01-2008 passed in O.S. No. 941/2007. The Plaintiffs assert that they have been in constructive, joint legal possession. They vehemently challenge the registered Release Deed dated 16-03-2009 (registered on 17-03-2009) which is marked as Exhibit P13, further plaintiff alleged that, it was obtained by Defendant Nos. 1, 5, and 6 through active collusion, deep-rooted fraud, and

misrepresentation. They claim their late mother, Smt. Noor Jan, was a completely illiterate woman who signed the document under the false pretext that her signature was required only for routine court-related regulatory compliances for the Final Decree Proceedings and for absolute sale deed executed in favor of Smt. Radha Devi. They strongly argue that no financial consideration of ₹4,50,000/- was ever paid, making release deed a nominal paper transaction that is sham, void-ab-initio, and non-binding upon plaintiffs.

20. Conversely, the contesting Defendants in their Written Statement and subsequent Additional Written Statements firmly deny the allegations of fraud, coercion, or misrepresentation. They plead that the late Smt. Noor Jan, during her lifetime, voluntarily, out of her own free will and volition, executed and registered release deed as per Exhibit P13 in favor of Defendant Nos. 1, 5, and 6, relinquishing her undivided share in the remaining 1 Acre 1.5 Guntas of land. The Defendants assert that a cash consideration of

₹4,50,000/- was paid in cash directly at the office of the Sub-Registrar at Hoskote, split equally as ₹1,50,000/- for each sister's branch. They maintain that the joint family status stood dissolved right from the date of the 2008 compromise decree and subsequent 2009 release deed and that the revenue records were lawfully mutated via MR No. 34/2008-09 into independent Khatas, granting them exclusive possession.

21. Before scanning the factual evidence, it is necessary to highlight the settled position of law regarding fraud and registered public documents. Under Section 101 of the Indian Evidence Act, 1872, and Order VI Rule 4 of the Code of Civil Procedure, 1908, when a party alleges fraud, collusion, or misrepresentation, the burden of proof rests entirely on their shoulders. Fraud must be specifically pleaded and established with clear, cogent, and positive evidence, rather than on the basis of mere suspicion, conjectures, or vague allegations. A registered document executed before a public registering authority carries a strong legal presumption of validity

under Section 60 of the Registration Act, 1908. The endorsement made by the Sub-Registrar signifies that the executants appeared, were identified, and admitted execution of the document in the ordinary course of official business. To displace this presumption, the challenging party must bring forward exceptionally strong, unimpeachable evidence. While the law protects illiterate persons under the doctrine of non est factum (where the mind of the signer does not accompany the signature), this protective shield cannot be misused if it is proven that the party signed with full awareness of the transaction or subsequently admitted to the underlying realities of the arrangement.

22. In the light of these legal principles, this Court must evaluate the cross-examination of the PW.1. A meticulous extraction of the verbatim deposition records completely dismantles the Plaintiffs' plea of a "secretly executed, fraudulent paper transaction." During her cross-examination dated 18.03.2024, PW-1 explicitly admitted her relationship and the foundational

motivation behind filing the current suit,. The specific of the portion of the cross-examination is reproduced for better appreciation of evidence "ಪ್ರತಿವಾದಿಗಳು ನನ್ನ ಅಣ್ಣಂದಿರು. ಪ್ರಸ್ತುತ ದಾವೆಯನ್ನು ಪಾಲು ವಿಭಾಗ ಕೇಳಿ ಸಲ್ಲಿಸಿರುತ್ತೇನೆ. ಪ್ರಸ್ತುತ ದಾವೆಯನ್ನು ಸಲ್ಲಿಸುವ ಮೊದಲು ಪ್ರತಿವಾದಿಗಳಿಗೆ ನಾನು ಪಾಲನ್ನು ಕೇಳಿದ್ದು, ಅವರು ನೀಡದ ಕಾರಣ ಪ್ರಸ್ತುತ ದಾವೆಯನ್ನು ಸಲ್ಲಿಸಿರುತ್ತೇನೆ." Further, she went on to admit that she was explicitly informed by the Defendants about the documents executed by her late mother, which excluded her from claiming a share. The specific of the portion of the cross-examination is reproduced for better appreciation of evidence "ನನ್ನ ತಾಯಿ ನನ್ನ ಅಣ್ಣಂದಿರಿಗೆ ದಾಖಲೆಗಳನ್ನು ಬರೆದುಕೊಟ್ಟಿರುತ್ತಾರೆ ಆದ್ದರಿಂದ ನನಗೆ ಪಾಲು ಇರುವುದಿಲ್ಲ ಎಂದು ಪ್ರತಿವಾದಿಗಳು ನನಗೆ ಹೇಳಿರುತ್ತಾರೆ."

23. The Plaintiffs' claim that release deed was executed completely behind their back or without their awareness is directly falsified by PW-1's subsequent clear admissions regarding the family genealogy and, most critically, her explicit identification of her own signature and photograph on the contested Release Deed i.e. Ex.P13. The specific of the portion of the cross-

examination is reproduced for better appreciation of evidence "ನಿ.ಪಿ.13 ರಲ್ಲಿ ಇರುವ ಸಹಿಗಳು ನನ್ನದೇ ಆಗಿದ್ದು, ಅವುಗಳನ್ನು ಮೋಸದಿಂದ ಪಡೆದಿದ್ದಾರೆ. ಸಾಕ್ಷಿ ನಿ.ಪಿ.13 ರಲ್ಲಿರುವ ತಮ್ಮ ಭಾವಚಿತ್ರವನ್ನು ಒಪ್ಪಿಕೊಳ್ಳುತ್ತಾರೆ. ಅದೇ ರೀತಿ ಇತರ ಈ ಹೇಳಿದವರ ಸಹಿಗಳು ಮತ್ತು ಭಾವಚಿತ್ರಗಳು ಇರುತ್ತವೆ ಎಂದರೆ ಸರಿ. 2009 ನೇ ಸಾಲಿನಲ್ಲಿ ನಿ.ಪಿ.13 ಅನ್ನು ಬರೆಯಿಸಿಕೊಂಡುರುತ್ತಾರೆ". This admission establishes beyond any shadow of a doubt that PW-1, her late mother Smt. Noor Jan, and other family members were physically present at the office of the Sub-Registrar, Hoskote, in the year 2009, and that they knowingly affixed their signatures and sat for official biometric photographs to be embedded into the public record of Exhibit P13.

24. Furthermore, when PW-1 was recalled for further cross-examination on 20.07.2024 she demonstrated complete structural ignorance of her own plaint averments and the physical characteristics of the suit properties, exposing the fact that the suit was filed without factual basis. The specific of the portion of the cross-examination is reproduced for better appreciation of evidence "ನನ್ನ ವಾದಪತ್ರದಲ್ಲಿ ದಾವಾ ಸ್ವತ್ತುಗಳನ್ನು ಎರಡು ಷೆಡ್ಯೂಲ್ ಗಳಾಗಿ

ತೋರಿಸಿರುವ ಬಗ್ಗೆ ನನಗೆ ಗೊತ್ತಿಲ್ಲ. ದಾವಾ ಸ್ವತ್ತುಗಳ ಸರ್ವೆ ಸಂಖ್ಯೆ, ವಿಸ್ತೀರ್ಣ ನನಗೆ ಗೊತ್ತಿಲ್ಲ. ನಾನು ವಾದಪತ್ರವನ್ನು ಮತ್ತು ಪ್ರಮಾಣ ಪತ್ರವನ್ನು ತಯಾರಿಸಲು ಮಾಹಿತಿ ನೀಡಿರುವುದಿಲ್ಲ. ವಾದಪತ್ರದಲ್ಲಿ ಹಾಗೂ ಪ್ರಮಾಣ ಪತ್ರದಲ್ಲಿ ಹೇಳಿರುವ ವಿಷಯಗಳು ನನಗೆ ಗೊತ್ತಿಲ್ಲ ಎಂದರೆ ಸರಿ." In the very same deposition, PW-1 unequivocally admitted that the contesting Defendants are in absolute, exclusive possession of the suit property, cultivating the land and independently paying the land revenue to the state. The specific of the portion of the cross-examination is reproduced for better appreciation of evidence."ದಾವಾ ಸ್ವತ್ತಿನ ಒಂದು ಭಾಗದಲ್ಲಿ 1, 5, 6 ನೇ ಪ್ರತಿವಾದಿಗಳು ಸ್ವಾಧೀನದಲ್ಲಿದ್ದಾರೆ ಎಂದರೆ ನನಗೆ ಗೊತ್ತಿಲ್ಲ, ಸಾಕ್ಷಿ ಮುಂದುವರೆದು, ಅವರು ಇರುತ್ತಾರೆ ಎಂದು ಗೊತ್ತು, ಆದರೆ ಎಲ್ಲಿರುತ್ತಾರೆ ಎಂದು ಗೊತ್ತಿಲ್ಲ ಎನ್ನುತ್ತಾರೆ. ದಾವಾ ಸ್ವತ್ತುಗಳನ್ನು ನನ್ನ ಚಿಕ್ಕ ವಯಸ್ಸಿನಲ್ಲಿ ನೋಡಿರುತ್ತೇನೆ. ದಾವಾ ಸ್ವತ್ತಿನಲ್ಲಿ 5 ಮತ್ತು 6 ನೇ ಪ್ರತಿವಾದಿಗಳು ಗಿಡಗಳನ್ನು ಬೆಳೆಸಿರುತ್ತಾರೆ, ಸರ್ಕಾರಕ್ಕೆ ಕಂದಾಯವನ್ನು ಸಹ ಅವರೇ ಕಟ್ಟುತ್ತಿದ್ದಾರೆ ಎಂದರೆ ಸರಿ."

25. On the question of fraud and the total absence of immediate legal or police action, PW-1 admitted that despite discovering the alleged fraud within one or two years of execution, she remained absolutely silent and lodged no complaint with any law enforcement agency.

The specific of the portion of the cross-examination is reproduced for better appreciation of evidence "ನಿ.ಪಿ.13 ನ್ನು ಮಾಡಿಕೊಂಡಾಗ ನನಗೆ ಹಣ ನೀಡಿರುವುದಿಲ್ಲ. ನನಗೆ ಸಹಿ ಮಾಡಲು ಹೇಳಿದ ಕಾರಣ ನಿ.ಪಿ.13 ಕ್ಕೆ ಸಹಿ ಮಾಡಿರುತ್ತೇನೆ. ನನಗೆ ಸಹಿ ಮಾಡಿಸಿಕೊಂಡ 1-2 ವರ್ಷಗಳ ನಂತರ ನನಗೆ ಮೋಸ ಮಾಡಿರುವ ಬಗ್ಗೆ ನನಗೆ ತಿಳಿದಿರುತ್ತದೆ. ನನಗೆ ಮೋಸ ಮಾಡಿದ ಬಗ್ಗೆ ತಿಳಿದ ನಂತರ ಪೊಲೀಸರಿಗೆ ದೂರು ನೀಡಿರುವುದಿಲ್ಲ".

26. To fully assess the transaction, this Court must look at the testimony of DW.1. In his cross-examination dated 16-11-2024 DW-1 clearly stated the settlement of the prior 2007 litigation and verified how financial disbursements were executed via banking channels under the Sale Deed. "ಪ್ರಸ್ತುತ ವಾದಿಗಳು ಓ.ಎಸ್.ನಂ.941/2007 ಎಂಬ ದಾವೆಯನ್ನು ಪಾಲು ವಿಭಾಗಕ್ಕಾಗಿ ಸಲ್ಲಿಸಿದ್ದರು ಎಂದರೆ ಸರಿ. ಸದರಿ ದಾವೆ ನಿ.ಪಿ.1 ರ ಪ್ರಕಾರ 2008 ನೇ ಸಾಲಿನಲ್ಲಿ ರಾಜಿ ಆಗಿರುತ್ತದೆ ಎಂದರೆ ಸರಿ. ಸದರಿ ದಾವೆಯಲ್ಲಿ ಪ್ರಸ್ತುದ ದಾವೆಯ ವಾದಿಗುಳು ಸಹ ಪಕ್ಷಗಾರರಾಗಿದ್ದರೂ ಎಂದರೆ ಸರಿ. ನಿ.ಪಿ.12 ರ ಪ್ರಕಾರ ಕ್ರಯಪತ್ರವನ್ನು ನೊಂದಣಿ ಸಂಖ್ಯೆ:5714 ರಂತೆ ಮಾಡಿಕೊಂಟ್ಟಿರುತ್ತೇವೆ ಎಂದರೆ ಸರಿ. ನಿ.ಪಿ.12 ರ ಸಮಯದಲ್ಲಿ 1ನೇ ಪ್ರತಿವಾದಿಗೆ ರೂ ರೂ.1,90,000/- ಡಿ.ಡಿ ಮುಖಾಂತರ ಮತ್ತು ರೂ.26,608/- ಗಳನ್ನು ನಗದು ರೂಪದಲ್ಲಿ, ಅದೇ ರೀತಿ ನನಗೆ ರೂ.90,000/- ಡಿ.ಡಿ ಮುಖಾಂತರ, ರೂ.1,00,000/- ಚೆಕ್ಕು ಮುಖಾಂತರ, ರೂ.26,666/- ನಗದು ರೂಪದಲ್ಲಿ, ಅದೇ

ರೀತಿ 5ನೇ ಪ್ರತಿವಾದಿಗೆ ರೂ.1,00,000/- ಗಳನ್ನು ಡಿ.ಡಿ ಮುಖಾಂತರ ನೀಡಿರುತ್ತಾರೆ ಎಂದರೆ ಸರಿ."

27. Subsequently, on 18.01.2025, DW-1 provided a transparent explanation regarding the internal family dynamic and the subsequent cash payment of ₹1,50,000/- distributed to each sister's branch at home following the registration. The specific of the portion of the cross-examination is reproduced for better appreciation of evidence. "ರಾಧಾದೇವಿಯವರಿಗೆ ಕ್ರಯಪತ್ರ ಮಾಡಿಕೊಟ್ಟ ನಂತರ, ನಾವು ಮನೆಗೆ ಹೋಗಿ ಕುಟುಂಬದ ಸದಸ್ಯೆರಲ್ಲರೂ ಚರ್ಚಿಸಿ, ಮರುದಿನ ನನ್ನ ಸಹೋದರಿಯರಿಗೆ ತಲಾ ರೂ.1,50,000/- ದಂತೆ ಸದರಿ ಕ್ರಯದಿಂದ ಬಂದ ಮೊಬಲಗುನ್ನು ನೀಡಿ, ಅವರ ಒಪ್ಪಿಗೆಯಂತೆ, ಸ್ವತ್ತುಗಳನ್ನು ನಮಗೆ ಅನುಭವಿಸಲು ಅವರು ಬಿಟ್ಟುಕೊಟ್ಟರು". Addressing the minor discrepancy in the registration time between Exhibit P12 and Exhibit P13, which the Plaintiffs attempted to project as proof of clandestine fraud DW-1 clarified that it was a purely administrative delay caused by the closing hours of the registration office: "ಸಾಕ್ಷಿಗೆ ನಿ.ಪಿ.13 ಅನ್ನು ಸಹ ದಿ:16.03.2009 ರಂದು ನೊಂದಣಿ ಮಾಡಿಸಲಾಗಿದೆ ಎಂದು ಕೇಳಲಾಗಿ ಸಾಕ್ಷಿ ಅದನ್ನು ನೊಂದಣಿ ಮಾಡಿಸಲು ಸದರಿ ದಿನ ಪ್ರಾರಂಭಿಸಿದ್ದು, ಅವಧಿ ಮುಗಿದ ಸಲುವಾಗಿ ಮರುದಿನ ನೊಂದಾಯಿಸಲಾಗಿರುತ್ತದೆ

ಎಂದು ನುಡಿಯುತ್ತಾರೆ. ನಿ.ಪಿ.13 ರಲ್ಲಿ ಅದು ದಿ:17.03.2009 ಸಮಯ 12:09 ನಿಮಿಷಕ್ಕೆ ನೊಂದಣಿ ಆಗಿರುತ್ತದೆ ಎಂದು ನಮೂದಿಸಲಾಗಿದೆ ಎಂದರೆ ಸರಿ". DW-1 further flatly denied the suggestion of hidden or deceptive registration, reinforcing that the consideration stated in Exhibit P13 was paid legitimately within the open view of the Sub-Registrar's premises. The specific of the portion of the cross-examination is reproduced for better appreciation of evidence. "ನಿ.ಪಿ.12 ನ್ನು ನೊಂದಾಯಿಸುವ ದಿನದಂದೇ ನನ್ನ ಸಹೋದರಿ ಹಾಗೂ ಅವರ ಮಕ್ಕಳಿಗೆ ರೂ.4,50,000/- ಗಳನ್ನು ನಗದಾಗಿ ನೀಡಿರುತ್ತೇವೆ ಎಂದು ಬರೆಯಿಸಿಕೊಂಡು ರಿಲೀಸ್ ಪತ್ರಕ್ಕೆ ಸಹಿ ಹಾಕಿಸಿಕೊಂಡು, ಅವರಿಗೆ ಗೊತ್ತಾಗದಂತೆ ಮರುದಿನ ಅದನ್ನು ನೊಂದಾಯಿಸಿಕೊಂಡಿರುತ್ತೇವೆ ಎಂದರೆ ಸರಿಯಲ್ಲ.

28. Upon a comprehensive perusal of the entire deposition of PW.1, it is manifest that the Plaintiffs possessed specific knowledge regarding the existence and execution of the alleged Release Deed long before the institution of the present suit. While the Plaintiffs have built their entire case on the pillar of "fraud" and "misrepresentation," a party alleging such serious charges is under a strict legal obligation under Order VI

Rule 4 of the Code of Civil Procedure to provide specific particulars and establish the same with cogent evidence. However, the Plaintiffs have failed to examine any independent witnesses or produce any corroborative material to substantiate these allegations, leaving the court with nothing but self-serving oral denials that cannot override a registered public instrument. Most tellingly, the categorical admissions made by PW.1 during cross-examination, specifically where she identified her own signatures and photographs on Ex.P13 and admitted to knowing of the deed as early as 2011, clearly disclose that the Plaintiffs approached this Court by suppressing material facts. It is a settled position of law that "He who seeks equity must come with clean hands," and by withholding the fact of their own active participation in the registration process and their prior knowledge of the transaction, the Plaintiffs have forfeited their right to seek discretionary reliefs. Consequently, the failure to prove fraud and the evident suppression of facts render the Plaintiffs' challenge to the deed legally unsustainable.

29. A cumulative analysis of the law and facts reveals that the Plaintiffs have utterly failed to place any objective evidence on record to prove fraud or misrepresentation. The bare, self-serving statement that they were misled cannot stand in the face of their explicit admissions that they willingly signed the deed, affixed their official biometric photographs, and allowed the Defendants to remain in exclusive, mutation-backed possession of the property for years. Under Section 91 and 92 of the Indian Evidence Act, when the terms of a disposition are reduced to the form of a document and registered, no oral evidence can be admitted to contradict its written terms unless fraud is established to the hilt. The execution and registration of the Release Deed by late Smt. Noor Jan and the Plaintiffs has been clearly established by the Defendants and admitted by PW-1 herself. Consequently, the joint family status was fully terminated in 2009, leaving the Plaintiffs with no

subsisting right, title, or interest in the suit schedule properties. Accordingly, the Plaintiffs are not entitled to any share or separate possession. Hence, **Issue No.1** is answered in the **Negative**, **Issue No.2** is answered in the **Negative**, and **Issue No.4** is answered in the **Affirmative**.

30. **<u>Issue No. 3 :</u>** This particular issue deals with whether the plaintiffs are entitled to an inquiry into future mesne profits under Order XX Rule 12 of the CPC. Mesne profits represent the profits which a person in wrongful possession of a property actually received or might with ordinary diligence have received therefrom. As determined in the extensive findings under Issues No. 1, 2, and 4, the contested Release Deed is a valid, legally binding instrument that successfully relinquished the Plaintiffs' rights, and the Defendants have been in lawful, mutation-backed, exclusive possession of the suit property since 2009. Because the possession of the Defendants over Suit Schedule 'A' and 'B' properties is entirely legitimate and rooted in valid

title, it cannot be termed as "wrongful possession" under any stretch of legal imagination. Since the Plaintiffs have failed to establish any right to a share or a status as co-sharers in the remaining estate, the question of directing an inquiry into mesne profits does not arise. Hence, **Issue No.3** is answered in the **Negative**.

31. **Issue No. 5** pertains to the overall entitlement of the Plaintiffs to the reliefs sought in the plaint. While assessing their entitlement, this Court is bound to address the fundamental statutory hurdle raised by the defence, the Law of Limitation. Under Article 59 of the Limitation Act, 1963, a suit to cancel or set aside an instrument or decree, or for the declaration of any other modification of a deed, must be instituted within three years from the date when the facts entitling the plaintiff to have the instrument or decree cancelled or set aside first become known to him.

32. In the present case, the registered Release Deed was executed on 16-03-2009 and registered on 17-03-2009. The Plaintiffs filed the present suit for

partition in the year 2014 and later introduced an amendment to challenge the deed, arguing that their date of knowledge was triggered only when the Defendants filed their written statement. However, during her cross-examination on 20.07.2024, PW-1 made a fatal admission against interest: "ನಮಗೆ ಸಹಿ ಮಾಡಿಸಿಕೊಂಡ 1-2 ವರ್ಷಗಳ ನಂತರ ನನಗೆ ಮೋಸ ಮಾಡಿರುವ ಬಗ್ಗೆ ನನಗೆ ತಿಳಿದಿರುತ್ತದೆ". By her own admission, PW-1 discovered the alleged fraud within 1 to 2 years from the date of execution. Applying the strict three-year mandate of Article 59, the limitation period expired in March 2014. The challenge brought against the deed through this litigation is clearly delayed. Under Section 3 of the Limitation Act, a court has a statutory duty to dismiss a suit that is instituted after the prescribed period of limitation, even if limitation has not been set up as a defense. Since the primary relief of declaration against Exhibit P13 is completely barred by limitation, and since the Plaintiffs have failed on facts to prove fraud or establish a subsisting joint family status, they are completely disentitled from obtaining the consequential reliefs of partition, separate possession, declaration, or mesne profits. Hence, **Issue No. 5** is answered in the **Negative**.

33.**Issue No.6**:- In the light of the discussion made in issue No.1 to 5, I proceed to pass the following:-

ORDER

The suit of the plaintiff is hereby dismissed with cost.

The pending I.A's if any are hereby disposed off accordingly.

Draw decree accordingly.

(Dictated to the Steno, transcribed by her, transcript revised, corrected by me and then pronounced in the open court on this the 22nd day of June 2026)

Sd/-
II Addl. Civil Judge & J.M.F.C.,
Hosakote.

ANNEXURE

List of witnesses examined on behalf of Plaintiff :-

Pw.1 : Smt. Hazeera Begum

List of documents marked on behalf of the Plaintiff:

Ex.P-1	:	Certified copy of the compromise petition in O.S.No.941/2007,
Ex.P-2	:	RTC extract pertaining to Sy.No.17 for the year 2012-2013,
Ex.P-3	:	RTC extract pertaining to Sy.No.17 for the year 2013-2014,
Ex.P-4	:	Certified copy of the sale deed dated 01-05-1961,
Ex.P-5	:	Certified Copy of the orders passed in dated 21-10-1963 given by Special Deputy Commissioner for Inams Abolition, Kolar Circle,
Ex.P-6 to 8	:	Certified Copies of the order sheet, compromise petition and compromise decree in O.S.No.941/2007,
Ex.P-9	:	Survey sketch,
Ex.P-10	:	Certified Copy of the partition,
Ex.P-11	:	Certified Copy of the partition deed in O.S.No.941/2007,
Ex.P-12	:	Certified Copy of the absolute sale deed dated 16-03-2009,
Ex.P-13	:	Certified Copy of the release deed dated 16.03.2009,
Ex.P-14	:	RTC extract pertaining to Sy.No.17 for the year 2001-2002,
Ex.P-15	:	RTC extract pertaining to Sy.No.17 for the year 2002-2003,

Ex.P-16	:	RTC extract pertaining to Sy.No.17 for the year 2003-2004,
Ex.P-17	:	RTC extract pertaining to Sy.No.17 for the year 2004-2005,
Ex.P-18	:	RTC extract pertaining to Sy.No.17 for the year 2005-2006,
Ex.P-19	:	RTC extract pertaining to Sy.No.17 for the year 2006-2007,
Ex.P-20	:	RTC extract pertaining to Sy.No.17 for the year 2007-2008,
Ex.P-21	:	RTC extract pertaining to Sy.No.17 for the year 2008-2009,
Ex.P-22	:	RTC extract pertaining to Sy.No.17 for the year 2009-2010,
Ex.P-23	:	RTC extract pertaining to Sy.No.17 for the year 2010-2011,
Ex.P-24	:	RTC extract pertaining to Sy.No.17 for the year 2011-2012,
Ex.P-25	:	RTC extract pertaining to Sy.No.17 for the year 2013-2014,
Ex.P-26	:	RTC extract pertaining to Sy.No.17 for the year 2013-2014,
Ex.P-27	:	RTC extract pertaining to Sy.No.17 for the year 2011-2012,
Ex.P-28	:	RTC extract pertaining to Sy.No.17 for the year 2012-2013.

<u>List of witnesses examined on behalf of Defendants:</u>

Dw.1 : Sri. Fiyaz Pasha

<u>List of documents marked on behalf of the Defendants:</u>

Ex.D1 : Patta book,

Ex.D2 : Certified copy of the M.R.No.91/88-89,

Ex.D3 : RTC extract pertaining to Sy.No.17 for the year 1995-1996,

Ex.D4 : RTC extract pertaining to Sy.No.17/1 for the year 2014,

Ex.D5 : Certified copy of the swatin vistarna explained record,

Ex.D6 to 7 : Postal receipts.

Sd/-
II Addl. Civil Judge & J.M.F.C.,
Hosakote.