

**IN THE COURT OF THE XXXVII ADDL. CITY CIVIL &
SESSIONS JUDGE (CCH-38), BANGALORE CITY.**

PRESENT:

SRI. G.L. LAKSHMINARAYANA, B.Com., LL.B.
XXXVII ADDL. CITY CIVIL JUDGE, (CCH-38)
BANGALORE

DATED: THIS THE 8th DAY OF OCTOBER 2015

OS.NO.1470 OF 2009

PLAINTIFF/S

1. SRI. BALAMURUGAN S/O
LATE D. ANNAMALAI
CHETTIAR, AGED ABOUT
39 YEARS.
2. SRI. JAYAVELU S/O
LATE D. ANNAMALAIH
CHETTIAR, AGED ABOUT
37 YEARS.
3. SRI. SARAVANA S/O
LATE D. ANNAMALAI
CHETTIAR, AGED ABOUT
35 YEARS.

ALL ARE RESIDING AT NO. 193,
NMARAYANA PILLAI STREEET,
SHIVAJI NAGAR,
BANGALORE – 560 001.

(By Sri. R.B. Sadashivappa, Advocate)

Versus

DEFENDANT/S

1. SRI. RIYAZ AHMED S/O
ABDUL RAHIM, AGED ABOUT
47 YERS, RESIDNIG AT NO. 5,
MUTHYALAMMA KOIL 'A'

2. SRI. NAZEER AHMED S/O
BASHEER AHMED, AGED
ABOUT 34 YERS, RESIDING AT
NO.22, RANOJI LANE,
KALASIPALYAM, BANGALORE –
560 002.

Suit for declaration and
permanent injunction

Years	Months	Days
06	07	21

XXXVII ACCJ, BANGALORE

JUDGMENT

This is a suit for declaration, declaring that the plaintiff is the absolute owner of the suit schedule property and to declare that the sale deed dated 27.04.2005 executed by Sri. Salar Mohammed Noor in favour of the defendants is null and void and for permanent injunction against the defendants.

2. The brief facts of the case are as follows.

The plaintiffs are the brothers and the property bearing Old No. 15, 15A and 15B and New No.25, 26 & 27 situated at L.No.9 Street, Old Poor House Road, Quadrant Road Cross, Corporation Ward No. 79 Bangalore – 1 measuring East to West 44 ft. and North to South 42 ft. consisting of four shops and vacant space and the said property was purchased by their mother Smt. A. Vedavalli under a registered sale deed dated 30.11.1971 from Sri. Salar Mohammed Noor s/o Late Salar Mohammed Ibrahim and since from the date of purchase they are in possession and enjoyment of the suit schedule property. The mother of the plaintiffs died

on 19.02.2005 and after her death the plaintiffs are in peaceful possession and enjoyment of the property. The schedule property consists of four shops with vacant space and out of the four shops one shop is in the occupation of the plaintiff No.3 and other shops are let out for rent. The defendants have no manner of rights with respect to the schedule property and the defendants are falsely claiming that they have purchased the property measuring 32 x 44 ft. under a registered sale deed dated 27.04.2005 from Sri. Salar Mohammed Noor, who is having no authority to sell the schedule property or any portion of it. The said Salar Mohamemd Noor sold the property to the mother of the plaintiffs and he has no portion left with for selling the property. They are the absolute owner of the schedule property and the defendants have nothing to do with any portion of the schedule property and hence, the plaintiffs have filed the suit and sought for decree the suit.

3. On registration of the suit, the defendants appeared and filed their separate written statements. The

defendant No.1 denied all the averments made in para 3 to 12 of the plaint. Further he has submitted that he is the absolute owner of all that piece and parcel of land together with non-residential building thereon bearing No. 15, 15A, 15B, New No.25 and 26 situated at L.No.9 Street, Old Poor House road, Quadrant Road Cross, Shivajinagar, Bangalore in Ward No. 79 measuring East to West 32 ft. and North to South 44 ft. which is morefully described in Schedule – A property he having acquired the same under a Deed of Sale dated 27.04.2005. His vendor was the absolute owner of the suit schedule property for having acquired the same under the Gift Deed dated 28.05.1963 executed by his father. The father of the defendants' vendor acquired the same by way of registered sale deed dated 04.07.1942 and the vendor was in peaceful possession and enjoyment of the same subsequent to the gift in his favour. The vendor of the defendant had sold a portion of the property measuring 10" 44' out of the entire area of 42" 44' in favour of Azad Nawaz under a registered sale deed dated 26.07.1994 and the said Azad Nawaz ixs in

possession of the area purchased by him and the defendant after verifying the records had purchased the remaining area 32" 44' which is the suit schedule property and the defendant was put in possession of portion of the suit schedule –A property wherein he is doing business of Textiles and the defendant is the absolute owner of the same. His vendor had left out the schedule – B premises to the plaintiffs and Schedule – C premises to other tenant and when the defendant asked them to attorn the tenancy and pay the rents in his favour the plaintiff have refused to do so and the defendant left with no other alternative had issued legal noticed dated 16.12.2008 to the plaintiffs to pay the rents and also asked to vacate the premises in their occupation. The plaintiffs received the notice and issued an untenable reply and in the reply had contended that they are the owner of the property in question and after receiving the reply the defendant approached Sri. Salar Mohammed Noor and requested him to give an explanation and Sri. Salar Mohammed Noor informed the defendant that he was taken to Sub-Registrar office

under the pretext of executing a mortgage deed and without his knowledge a sale deed is executed by playing fraud on him by the parents of the plaintiffs and confirmed this fact by executing an affidavit to this effect and in view of the same the alleged sale deed dated 30.11.1971 as claimed by the plaintiffs does not given them any right over the suit schedule property. The plaintiffs have not complied the demands made in the notice and therefore, the defendant is left with no other alternative except to seek a relief of counter claim for declaration and possession.

4. It is further contended that the plaintiffs are claiming to be the owners of the suit schedule property through their mother Smt. Vedavalli through sale deed dated 30.11.1971.. The alleged sale deed is nothing but a created document only to knock of the property of the defendant and the alleged sale deed is not binding on the defendant and therefore prays to declare that the sale deed dated 30.11.1971 as null and void. The other tenants who are in possession of the suit schedule – C

property have also colluded with the plaintiffs and they are adopting the similar stand and have stated in their reply that they are the tenants under the plaintiffs and plaintiffs are in occupation of Scheule – B and C property and are liable to pay the damages at Rs. 5,000/- per month for illegal use and occupation. Despite protest and repeated requests and demands the plaintiffs have failed to hand over the possession and are threatening with dire consequences. Therefore, the defendant No.1 prays to declare that the defendant No.1 is the absolute owner of the schedule – A property and to declare that the sale deed dated 30.11.1971 as null and void and not binding on him and further direct the plaintiffs to quit, vacate and handover the vacant possession of the schedule B & C properties in their occupation by decreeing the counter claim of the defendant and dismissing the suit of the plaintiffs.

5. The defendant No.2 in his written statement denied the allegations of the plaintiffs made in the plaint. Further contended that he is the bonafides purchaser of

the written statement schedule property and he has purchased the written statement property from one Sri. Salar Mohammed Noor by way of registered sale deed dated 06.06.2007. The plaintiffs have no manner of right over the said property and the plaintiffs are not the absolute owner of the said property. There is no cause of action for the plaintiffs to file the present suit. They never raised any objection at any point of time before filing the suit. Therefore, prays for dismiss the suit of the plaintiff.

6. On the basis of the pleadings of the parties, my learned predecessor in office has framed the following.

ISSUES

1. Does the plaintiffs prove that they are the absolute owners in possession of the suit schedule property as contended in plaint?
2. Does the plaintiffs prove that the defendant is interfering in their possession over the same?
3. Does the defendant prove that the parents of the plaintiffs have falsely got executed a sale deed with respect to the part and parcel of the entire property of his vendor

by playing fraud on him as contended in para – 19 of the written statement?

4. Does the defendant prove that the sale deed alleged to have been executed by Smt. Vedavalli in favour of the plaintiffs' parents is a concocted deed?
5. Does the defendant prove that the plaintiffs are residing in his suit schedule property as his tenants?
6. Does the defendant prove that he is entitled for recovery of the possession of the properties in the possession of the plaintiffs as claimed in the counter claim?
7. What order or decree?

ADDITIONAL ISSUES

1. Does the defendant proves that his vendor was the absolute owner of the suit schedule property and he was having salable interest in the same?
2. Does the defendant proves that the sale deed dated 30.11.1971 is null and void and not binding on him?
3. Does the defendant proves that he is the absolute owner of the suit schedule property and entitled for recovery of possession of the plaint schedule property from the plaintiff for the reasons stated in the counter claim?
4. Does the defendant No.2 prove that he is the bonafides purchaser of written statement schedule property for valid consideration through a registered sale

deed dated 06.06.2007 as contended in para 12 of his written statement?

7. The plaintiffs got examined plaintiff No.1 as PW 1 and plaintiff No.3 as PW 2 and got marked Ex.P1 to P5. On the other hand the defendants No.1 and 2 themselves examined as DW 1 & 3 and vendor of the defendant examined as DW 2 and got marked Ex.D1 to D32.

8. Heard arguments on both sides..

9. My finding on the above issues are as follows:

Issue No.1:	In the Affirmative
Issue No.2:	In the Affirmative
Issue No.3:	In the Negative
Issue No.4:	In the Negative
Issue No.5:	In the Negative
Issue No.6:	In the Negative
Addl. Issue No.1:	In the Negative
Addl. Issue No.2:	In the Negative
Addl. Issue No.3:	In the Negative
Addl. Issue No.4:	In the Negative

Issue No.7:	As per final order for the following.
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REASONS

10. **ISSUE NO.1, 2, 5 & ADDL. ISSUE NO.1 TO 4:** I propose to take up these issues together for discussion as they are inter-linked with each other, to avoid repetition.

11. The plaintiffs in the plaint contended that the property bearing Old No. 15, 15A and 15B and New No.25, 26 & 27 situated at L.No.9 Street, Old Poor House Road, Quadrant Road Cross, Corporation Ward No. 79 Bangalore – 1 measuring East to West 44 ft. and North to South 42 ft. consisting of four shops and vacant space and the said property was purchased by their mother Smt. A. Vedavalli under a registered sale deed dated 30.11.1971 from Sri. Salar Mohammed Noor s/o Late Salar Mohammed Ibrahim and since from the date of purchase they are in possession and enjoyment of the suit schedule property. The mother of the plaintiffs died on 19.02.2005 and after her death the plaintiffs are in peaceful possession and enjoyment of the property. The schedule property consists of four shops with vacant space and out of the four shops one shop is in the occupation of the plaintiff No.3 and other shops are let out for rent. The defendants have no manner of rights with respect to the schedule property and the defendants are falsely claiming that they have purchased the property measuring 32 x 44 ft. under a registered sale

deed dated 27.04.2005 from Sri. Salar Mohammed Noor, who is having no authority to sell the schedule property or any portion of it. The said Salar Mohammed Noor sold the property to the mother of the plaintiffs. They are the absolute owner of the schedule property and the defendants have nothing to do with any portion of the schedule property.

12. On the other hand, the defendant No.1 in his written statement contended that he has purchased the schedule – A property as shown in the written statement from one Sri. Salar Mohammed Noor on 27.04.2005. The plaintiffs are the tenants in the remaining Schedule – B & C of counter claim schedule properties and without the knowledge of the said Sri. Salar Mohammed Noor the plaintiffs have created sale deed dated 30.11.1971. The defendant No.2 in the written statement contended that he has purchased the written statement schedule property as on 06.06.2007 from one Sri. Salar Mohammed Noor.

13. The property bearing Old no. 15, 15/A, 15/B New No.25, 26 & 27 the entire property was purchased by the mother of the plaintiffs namely Smt. Vedavalli by way of Ex.P1 - registered sale deed dated 30.11.1971. The counsel for the defendants in the arguments take up a contention that in Ex.P1 northern boundary and the boundary towards northern side mentioned in the plaint schedule are entirely different and therefore, the plaintiff is not the owner of the suit schedule property. On the other hand, the defendant produced Ex.D3, which clearly tallies with the boundaries mentioned in Ex.P1.

14. PWs 1 and 2 in their evidence deposed that on 30.11.1971 their mother Smt. Vedavalli purchased the property from Sri. Salar Mohammed Noor and ever since from the date of purchase their mother was in the possession of the said property and after her death, they succeeded to the property and they are in possession and enjoyment of the property. PW 1 in his cross examination deposed that after executing Ex.P1 the records were not transferred in the name of his mother

and they have not paid taxes to the Government. He further deposed that he do not know as to why his mother did not get transferred the revenue entries in her name after executing Ex.P1. DW 2 the vendor of the suit schedule property deposed in his evidence that he never executed sale deed in favour of the plaintiff and he sold the property in favour of the defendants No.1 and 2 and that the plaintiffs are not the owner of the suit schedule property. In his cross examination clearly admitted that Ex.P1 bears his signature. Therefore, the admission of DW 2 corroborates with the contents of Ex.P1.

15. DW 1 in his cross examination deposed that he do not know the fact that one Vedavalli was the mother of the plaintiffs and the after the records being verified he came to know the fact that the plaintiffs' mother Smt. Vedavalli purchased the suit schedule property under the registered sale deed dated 30.11.1971. Further PW 1 in his cross examination admitted that even to this date the plaintiff No.3 is doing his business in one of the shops in the suit schedule property. Further DW 1 in his

cross examination deposed vthat he has purchased the property from Sri. Salar Mohammed Noor and before he purchasing the property he verified all the documents relating to the suit schedule property. DW 1 has purchased the property measuring 32 x 44 ft. under the registered sale deed dated 27.04.2005. The plaintiffs mother purchased the property as back as in the year 1971. DW 1 has not verified the documents. Ex.P3 produced by the plaintiff clearly goes to show that on 01.04.1971 to 31.03.2004 Sri. Salar Mohammed Noor executed sale deed in favour of Smt. Vedavalli. The defendant No.1 purchased some portion of the suit property in the year 2005 has no value at all.

16. The defendants contention that the plaintiffs are the tenants under Sri. Salar Mohammed Noor. In this regard DW 1 in his cross examination deposed that the plaintiff No.3 is doing his business in his shop purchased by him. After purchase he has not entered into an agreement with the plaintiff No.3 or taken any action against him. He do not know the fact that the plaintiff No.3 was not

the tenant under Sri. Salar Mohammed Noor at any point of time. This portion of cross examination clearly goes to show that the plaintiffs are not the tenants under Sri. Salar Mohammed Noor. If really the plaintiffs are the tenants under Sri. Salar Mohammed Noor, what prevented the defendants to produce the rent agreement to show that the plaintiffs or their parents were the tenants under Sri. Salar Mohammed Noor.

17. DW 2 in his cross examination deposed that from 1971 to 1991 he has not received any rent from the shop premises from the plaintiff No.3. This portion of the cross examination also clearly goes to show that the plaintiffs are not the tenants under Sri. Salar Mohammed Noor. DW 3 in his cross examination deposed that he do not know the mother of plaintiffs namely Smt. Vedavalli and that he was not aware of the documents produced by the plaintiffs before the court and he do not know why the plaintiffs have filed the suit before the court and he do not know as to who are in possession of the suit schedule property. This portion of cross examination

clearly goes to show that DW 3 having no knowledge about the suit schedule property. DW 3 has purchased some portion of the property as on 06.06.2007, whereas the mother of the plaintiffs purchased the property on 30.11.1971. Without cancellation of the earlier sale deed dated 30.11.1971 Sri. Salar Mohammed Noor has no right to execute the sale deed in favour of the defendant No.2 on 06.06.2007. Prior to purchase of the property the defendants No.1 and 2 have not verified the documents pertaining to the suit schedule property. The plaintiffs have produced the encumbrance certificate which clearly goes to show that Sri. Salar Mohammed Noor sold the property in favour of Smt. Vedavalli who is mother of the plaintiffs. DW 1 and 2 in their chief examination clearly stated that they have purchased the suit schedule property from one Sri. Salar Mohammed Noor. In this regard the defendants No.1 and 2 produced Ex.D8 and D28, which are recent documents. The plaintiffs mother purchased the property as on 30.11.1971. Without cancellation of the sale deed dated 30.11.1971 further transaction in respect of the suit

schedule property has no value at all. After purchasing the suit schedule property the Katha has not been mutated in the name of Smt. Vedavalli or plaintiffs and they have not paid the taxes to the concerned Authorities. Ex.p1 is the 30 years old document and under Section – 90 of Indian Evidence Act, presumptive value is required to be attached. Due to illiteracy and lack of knowledge, the mother of the plaintiffs Smt., Vedavalli or the plaintiffs themselves have not made any efforts to get the Katha changed in their names. Once the document is registered, it is the bounden duty of the concerned Authority to mutate the Katha of the property on the basis of the registered sale deed. Ex.D20 produced by the defendants shows that Sri. Salar Mohammed Noor has mortgaged the property in favour of Sri. Annamalai Chettiar who is the father of the plaintiffs. In this regards also he has not produced any documents namely mortgage deed and further Ex.D1 produced by the defendant shows that there is no transaction between Sri. Salar Mohammed Noor and Smt. Vedavalli. But the plaintiff produced the Encumbrance Certificate clearly goes to show that Sri.

Salar Mohammed Noor executed sale deed in favour of plaintiffs mother. Ex.P4 produced by the defendants shows that the defendants have issued legal notice to the plaintiff calling upon them to vacate and handover the vacant possession of the premises and further the plaintiff issued reply notice under Ex.P5. In Ex.P5 the plaintiffs clearly stated that they are not the tenants and they are the absolute owner of the suit schedule property.

18. Ex.D9 produced by the defendants shows that Sri. Salar Mohammed Noor acquired the suit schedule property under the registered Gift Deed dated 20.05.1963 and the same was acquired by his father under the registered sale deed dated 04.07.1942. Under these circumstances, Sri. Salar Mohammed Noor is the owner of the suit schedule property. In the year 1971 Sri. Salar Mohammed Noor sold the same in favour of Smt. Vedavalli. PWs 1 and 2 in their evidence deposed that they are the owners of the suit schedule property by virtue of the registered sale deed dated 30.11.1971 and they are not the tenants of the suit schedule property.

This fact was also admitted by the DWs 1 and 2 in their cross examination. The cross examination of DW 3 also shows that he is not aware of the schedule property and the transaction between Sri. Salar Mohammed Noor and Smt. Vedavalli.

19. DW 1 in his cross examination deposed that the plaintiffs are the tenants in the suit property. In this regard also the defendants have not produced rental agreement. Therefore, the plaintiffs are not the tenants of the suit schedule property. DW 2 in his cross examination admitted his signature found on Ex.P1. This admission itself goes to show that Salad Mohammed Noor executed Ex.P1 in favour of Smt. Vedavalli. Ex.P4 reveals the interference caused by the defendants with the possession of the plaintiff. After execution of Ex.P1 vendor of the plaintiff by name Sri. Salar Mohammed Noor has no right to execute the sale deed in favour of the defendants and Sri. Salar Mohammed Noor have no right to deal with the property without the sale deed dated 30.11.1971 getting cancelled. The defendants purchased

the suit schedule property has no value at all and the defendants are not the owner of the schedule property. Before purchasing the property by the defendants they have not published the intention of their purchasing the suit schedule property. They have also not produced any documents to that effect. The defendants are not the owner of the suit schedule property and the defendant No.2 is not the bonafides purchaser of the suit schedule property. When such being the position the sale deed executed by Sri. Salar Mohammed Noor in favour of the defendants is required to be declared as null and void. As per the sale deed dated 30.11.1971 the mother of the plaintiffs purchased the suit schedule property from Sri. Salar Mohammed Noor and she had been in possession of the suit schedule property and after her death her children being the only surviving legal representative are in peaceful possession and enjoyment of the suit schedule property. Hence, issues No.1 and 2 are answered in Affirmative and Addl. issues No.1 to 4, issue No.5 are answered in Negative.

20. **ISSUE NO.3 & 4:** The defendants taken a contention in the written statement that the parents of the plaintiff have falsely got executed the sale deed with respect to the part and parcel of the entire property by playing fraud on him and the alleged sale deed said to have been executed by Smt. Vedavalli in favour of the plaintiffs is concocted. DW 1 in the chief examination also reiterated the facts as alleged in the written statement. But the defendants have not placed any documents to show that how the parents of the plaintiffs have got created the sale deed by playing fraud on Salar Mohammed Noor. Simply the contention of the defendant No.1 cannot be accepted without therebeing any supporting evidence in this respect. Mere contention ipso facto does not give any right to raise such contentions without there being any records. The defendants have also not explained as to what prevented them from verifying the records before they could purchase the property from Salad Mohammed Noor. But the said fact has not been established by the defendants in terms of the cogent and reliable evidence and further

defendants have not at all taken any legal action to ascertain the genuineness of Ex.P1. dated 30.11.1971 right from the year 1971 to 2004. Smt. Vedavalli the mother of the plaintiffs purchased the property as on 30.11.1971 from Salad Mohammed Noor and without getting the said sale deed cancelled, the said Salad Mohammed Noor transacted with the defendants in respect of sale of the suit schedule property. In the meanwhile the vendor of the defendant namely Sri. Salad Mohammed Noor has transacted with respect to the suit schedule property with various tenants. In view of the above, it is clear that the mother of the plaintiff Smt. Vedavalli has not played fraud in getting the sale deed registered. Hence, issues No.3 & 4 are answered in Negative.

21. **ISSUE NO.6,** When the defendants have failed to prove that they are owner of the suit schedule property, the question of recovery of possession does not arise at all. The defendants have not at all produced any oral and documentary evidence disproving the case of the

plaintiffs having regard to the fact that the plaintiffs are not the absolute owner of the suit schedule property. In view of failure on the part of the defendants to prove the ownership over the suit schedule property, the defendants are not entitled for recovery of possession. Hence, Issue No.6 is answered in Negative.

22. **ISSUE NO.7:** In view of the discussion on the above issues, I proceed to pass the following:

ORDER

The suit of the plaintiff is decreed.

The plaintiffs are declared as absolute owners of the suit schedule property. Consequently the sale deed dated 27.04.2005 and 06.06.2007 executed by Sri.Salar Mohammed Noor in favour of the defendants are declared as null and void.

The defendants, their agents or servants are permanently restraining from interfering with the peaceful possession and enjoyment of the suit schedule property by the plaintiffs.

Counter claim of the defendants is dismissed.

No order as to costs.

Draw decree accordingly.

(Dictated to the Judgment Writer Online, corrected and then pronounced by me in open court, this the **8th DAY OF OCTOBER 2015**)

(G.L. LAKSHMINARAYANA)
XXXVII ADDL. CITY CIVIL JUDGE,
(CCH-38) BANGALORE

ANNEXURE

List of witnesses examined on behalf of the plaintiff/s:

PW1 Sri. Balamurugan
PW2 Sri. Saravana

Documents marked on behalf of the plaintiff/s:

Ex.P1 – Sale Deed dated 30.11.1971
Ex.P2 – Certified copy of sale deed dated 27.04.2005
Ex.P3 – EC from 01.04.1971 to 31.03.2004
Ex.P4 – Copy of legal notice dated 16.12.2008
Ex.P5 – Reply notice dated 23.12.2008.

List of witnesses examined on behalf of the Defendant/s:

DW1 Sri. Riyaz Ahamed
DW2 Sri. Salar Mohammed Noor
DW3 Sri. Nazer Ahmed

Documents marked on behalf of the Defendant/s:

Ex.D1&2 Encumbrance Certificates
Ex.D3 Sketch Map
Ex.D4to7 Photographs.

Ex.D8	Original Sale deed dated 27.04.2008
Ex.D9	Copy of sale deed
Ex.D10-3	Two Katha Extracts
Ex.D14-15	Two tax paid receipts
Ex.D16-17	Katha Extracts
Ex.D18-19	Two tax paid receipts
Ex.D20	Affidavit of Salad Mohammed Noor
Ex.D21-22	Two Encumbrance Certificates
Ex.D23	Certified copy of Deed of Discharge
Ex.D24	Certified copy of sale deed dated 02.08.2001
Ex.D25	Certified copy of sale deed dated 15.06.2006
Ex.D26	Certified copy of sale deed dated 06.06.2007
Ex.D27	Receipts
Ex.D28	Original sale deed dated 06.06.2007
Ex.D29	Katha Certificate dated 10.09.2012
Ex.D30	Katha Extract issued by BBMP dated 10.09.2002
Ex.D31	One Tax paid receipt
Ex.D32	One Encumbrance Certificate

XXXVII ADDL. CITY CIVIL JUDGE, (CCH-38)
BANGALORE.

08.10.2015:

Judgment passed and pronounced in the open court (vide separate judgment). The operation portion of the order reads thus –

The suit of the plaintiff is decreed.

The plaintiffs are declared as absolute owners of the suit schedule property. Consequently the sale deed dated 27.04.2005 and 06.06.2007 executed by Sri.Salar Mohammed Noor in favour of the defendants are declared as null and void.

The defendants, their agents or servants are permanently restraining from interfering with the peaceful possession and enjoyment of the suit schedule property by the plaintiffs.

Counter claim of the defendants is dismissed.

No order as to costs.

Draw decree accordingly.

XXXVII ACCJ, (CCH-38)