

**BEFORE THE V ADDL. DISTRICT & SESSIONS
JUDGE, AT MANDYA**

Dated this the 23rd day of August, 2017

PRESENT:

Sri.SYED BALEEGUR RAHAMAN, B.A.L., L.L.B.
V Addl. District & Sessions Judge, Mandya.

R.A No.05/2016

Appellant: Smt. Ammimi Daniel wife of Later K.T. Daniel, Aged about 77 years, now residing at Kuttiyal House, Chochin University P.O. Chochin- 682 022, Ernakulam District, Kerala State by her G.P.A. Holder and son Sri Premji K Daniel son of K.T.Daniel, residing in the same address.

**(By Sri. B.S.Ananthapadmanabha,
Advocate)**

V/s.

Respondents :

1. G.T.Puttaswamy S/o of Angadi Thammegowda, Aged about 74 years, Agriculturist, Gejjalagere Village, Kasaba Hobli, Maddur Taluk, Mandya District.
2. Special Land Acquisition Officer, Karnataka Industrial Area Development Board, Regional Office, Mysuru-570016.
3. Karnataka Industrial Area Development Board, (K.I.A.D.B. No.14 3, II Floor, Rashthrothana Parishad Building, Nrupathunga Road, Bengaluru-560001.

(By Sri. M.B.Rajashekara., Advocate

**for Respondent No.1)
 (By Sri. S.N.S., Advocate for
 respondent no.2)
 (Respondent no.3 absent)**

Date and nature of the Judgment and Decree appealed against	Against the Judgement passed by the Senior Civil Judge at Maddur in O.S.No.24/2010 dated 19.11.2015 for Declaration and Permanent Injunction.
Date of institution of the appeal.	12.01.2016
Date of Judgment	23.08.2017
Duration of appeal	Year/s Month/s Day/s
	01 07 11.

(Syed Baleegur Rahaman),
V Add. Dist & Sessions Judge,
Mandya.

JUDGMENT

This Appeal is preferred by the Appellant/plaintiff Under Order 41 Rule 1 R/w Sec. 96 of C.P.C., represented by the Special Power of Attorney Holder assailing the Judgment and decree passed by the Senior Civil Judge, Maddur in O.S.No.24/2010 dated 19.11.2015, wherein the trial Court dismissed the suit of the plaintiff/appellant filed for the relief of declaration and permanent injunction.

2. I have referred the parties as per their rank in the suit for the sake of convenience.

3. The facts of the case of plaintiff in nutshell are that:

The plaintiff has filed the suit through a General Power of Attorney Holder by name Sri.Premji K.Daniel who is the none other than the son of plaintiff. It is the case of the plaintiff that she had purchased the Suit Schedule Property from the defendant no.1 by virtue of a registered sale deed dated 26.11.1991 for valuable consideration. Since the date of purchase she is in possession and enjoyment of the Suit Schedule Property. Because of her age and health condition she settled at Kerala state. She used to send the amount to 1st defendant to pay the Kandayam. When the plaintiff wanted to convert the Suit Schedule Property for non-agricultural purpose, she applied for copy of the RTC pertaining to the Suit Schedule Property through her son and found that the Katha of the Suit Schedule Property was changed to the name of defendant no.3. Immediately, the G.P.A. holder of the plaintiff brought the same to the notice of 1st defendant, but he did not

given any suitable reply. Thereafter, the G.P.A. holder of the plaintiff applied for documents pertaining to Suit Schedule Property under Right to Information Act and obtained the same. Thereafter, it came to the knowledge of the plaintiff that the Suit Schedule Property was acquired by the defendant no.3. The plaintiff came to know that the defendant no.1 created a registered sale deed dated 18.09.2000 by impersonating the plaintiff and the Katha of the Suit Schedule Properties was transferred to the name of 1st defendant and the defendant no.1 represented before the defendant no.2 and 3 as the real owner. The defendant no.1 has also not offered any explanation for non-production of original sale deed dated 26.11.1991. It is the case of the plaintiff that after acquisition of the Suit Schedule Property by defendant no.2 and 3, the defendant no.1 has obtained the compensation of `4,50,000/- from them. The acquisition proceedings initiated by the defendant no.2 and 3 are not binding on the lawful right of the plaintiff. The plaintiff has not executed a registered sale deed dated 18.09.2000 and the same is not binding on the lawful right of the plaintiff. Thereafter, the

plaintiff got issued a legal notice to defendant no. 1 to 3 on 15.03.2010 calling upon them to submit concerned papers to the Tahasildar, Maddur for cancellation of order passed in M.R. No. 68/2000-01 and M.R.No. 06/2002-03 and to restore the orders passed in M.R. No. 32/91-92 to the name of plaintiff. The defendant no.2 and 3 did not reply to the said notice. The defendant no.1 has replied to the said notice on 29.03.2010 evasively. As such the plaintiff had filed the suit for declaration and permanent injunction before trial Court.

4. After service of summons defendant No.3 did not appear before the Court. The defendant no.1 and 2 appeared before court and the defendant no.2 did not opt to file written statement. The defendant no.1 filed written statement contending that the G.P.A. holder of the plaintiff who has filed the suit is not related to the plaintiff. Thus, he has no right to file the present suit. The power of attorney is not valid in the eye of law. The plaintiff Smt. Ammini Daniel has purchased the Suit Schedule Property from him for the purpose of set up a business in the village. The plaintiff was aged and suffering

from illness in the year 1991 itself. She did not stayed in Gejjalagere village at any point of time. She used to visit the village for about 3-4 days and used to stay in the house belonging to the defendant no.1. The plaintiff had never disclosed that she has got a son. In the year 2000 she came to the village and expressed her desire to sell the Suit Schedule Property. As such the defendant no.1 had purchased the Suit Schedule Property from the plaintiff by virtue of a registered sale deed dated: 18.09.2000 for valuable consideration. Even though the plaintiff had purchased the Suit Schedule Property, but the said registered sale deed was never acted upon and plaintiff was never in possession and enjoyment of the Suit Schedule Property. The defendant no.1 had continued in possession of the Suit Schedule Property, even though he sold the Suit Schedule Property in favour of the plaintiff. It is contended by the defendant no.1 that if the plaintiff appears before the trial Court, her signature and thumb impression may be send to the FSL expert for analysis then the truth will come out. The brother of Smt. Ammini Daniel had objected for the payment of the compensation

amount before defendant no.2 and 3 on 15.10.2001. Concerned authorities had rejected the objections of the brother of Smt. Ammini Daniel. As such the suit filed by the plaintiff is not maintainable and the same is liable to be dismissed.

5. Based on the pleadings of both the parties the trial Court has framed the following issues:

ISSUES

- 1) Whether plaintiff proves that 1st defendant put her in absolute possession of the schedule property and she is in possession and enjoyment of the same by virtue of sale deed dtd: 26.11.1991?**
- 2) Whether the plaintiff further proves that she has not executed the sale deed dtd:18.09.2000 in respect of schedule property in favour of 1st defendant?**
- 3) Whether the 1st defendant proves that Premni K Daniel is neither the son nor the GPA holder of plaintiff Smt. Ammini Daniel?**
- 4) Whether the plaintiff is entitled for the reliefs claimed?**

5) What order or award?

6. In support of her case, the plaintiff examined herself as PW1, and got examined her GPA holder i.e. her son Sri. Premji K Daniel as PW2 and got marked Ex.P1 to Ex.P28. On the other hand, the defendant No.1 got examined as DW1 and he has also examined three witnesses as DW2 to DW4. But the defendant no.1 did not produce or mark any documents on his behalf.

7. After hearing the learned counsel for the parties and considering the oral and documentary evidence adduced by both the parties, the trial Court has answered issue No.1 to 4 in Negative and dismissed the suit of the plaintiff.

8. Aggrieved by the impugned Judgment and decree of the trial Court the appellant/plaintiff is before this Court on the following grounds:

GROUNDS

The trial Court did not frame the correct and proper issues. It is the contention of the appellant that issue no.1 and 2 should have been framed burdening the 1st respondent or the defendant no.1. Even though the defendant no.1 had admitted the execution of the registered sale deed dated 26.11.1991, the trial Court has wrongly answered the issue no.1 in negative. The trial Court has also erred in answering issue no.1 and 2 in negative. It is the admitted fact that the defendant no.1 has not produced the original sale deed dated 18.09.2000. When such being the case, the observation of the trial Court that the plaintiff has not made any attempt to get the opinion of the handwriting expert is erroneous. Even though the plaintiff filed I.A.NO.VIII and IX before the trial Court, the trial Court rejected the same and erroneously blamed the plaintiff for not making any attempt to get the opinion of expert. The trial Court has not properly considered the admissions of DW1. The trial Court has not properly appreciated the arguments canvassed by the learned counsel for the plaintiff. On the above said grounds the appellant has prayed this Court to allow the appeal.

9. The appellant has not filed the present appeal within the stipulated period of limitation. As such she has filed an application U/O 41 Rule 3 of CPC and Section 5 of Limitation Act praying to condone the delay in preferring the appeal for the reasons stated in the accompanying affidavit.

10. The respondent no.1/defendant no.1 has opposed the said application and prays to reject the same for the reasons stated in the statement of objections.

11. Heard learned counsel for the appellant and learned counsel for the respondents. Perused the L.C.R and materials available on record.

12. The following points arise for my consideration:

- 1) Whether the delay in preferring this appeal is to be condoned?
- 2) Whether the finding of the trial Court on issue no.1 is just and proper?

- 3) Whether the defendant no.1/ respondent no.1 has proved that the plaintiff had executed registered sale deed dated 18.09.2000 selling the Suit Schedule Property and delivered the possession to the defendant no.1 thereof?
 - 4) Whether the suit of the plaintiff is barred by limitation?
 - 5) Whether the judgment and decree passed by the trial Court in O.S. No.24/2010 dated 19.11.2015 calls for interference by this Court?
 - 6) What order?
13. My answers to the above points are as under:
- Point No.1: In the Affirmative
 - Point No.2: In the Negative
 - Point No.3: In the Negative
 - Point No.4: In the Negative
 - Point No.5: In the Affirmative
 - Point No.6 : As per final order, for the following-

REASONS

14. **POINT NO. 1:** The appellant has not approached the Court within the stipulated period of limitation. This appeal was preferred after delay of 10 days. In an affidavit annexed to the application the GPA holder of the plaintiff/appellant has sworn to the fact that he was suffering from Allergic Bronchitis with Rheumatoid Arthritis and taking treatment from Dr. M.Parthasarathy, Sarathi Hospital and Community Health Centre No.14, 1st Cross Ejipura, Bengaluru. The doctor had advised him to take rest from 29.12.2015 to 10.01.2016. As he was suffering from ill-health he could not file the appeal within the stipulated period of limitation. In support of his contention he has filed the medical certificate obtained from the concerned doctor. On the other hand the defendant no.1/respondent no.1 has opposed the said application contending that the appellant has filed the appeal belatedly. The appellant has to explain each day of delay with cogent material. As such the application cannot be allowed.

15. On perusal of the case papers, it is clear that the present appeal is filed with a delay of about 10 days only. The

appellant G.P.A. holder of the plaintiff has offered explanation by producing the medical certificate issued by the concerned doctors to show that he was suffering from ill-health. As the delay in preferring the appeal is not inordinate, I am of the view that if the delay is condoned no harm or injustice will be caused to the respondent. As such the application filed by the appellant U/O 41 Rule 3 of CPC and Section 5 of Limitation Act deserves to be allowed. Accordingly, delay is condoned. Hence, this point is answered in **Affirmative**.

16. **POINT NO.2:-** It is the specific contention of the plaintiff that she had purchased the Suit Schedule Property from defendant no.1 by virtue of registered sale deed dated 26.11.1991 for valuable consideration and she is in possession of the same since the date of purchase. The defendant no.1 only has contested the suit. In his written statement the defendant no.1 has clearly admitted the sale transaction between him and the plaintiff with respect to the Suit Schedule Property. However, defendant no.1 has contended that the sale deed dated 26.11.1991 was not acted upon and he

continued with the possession of the Suit Schedule Property. The registered sale deed dated 26.11.1991 has been marked as Ex.P2. On perusal of Ex.P2 the recitals therein shows that the possession of the Suit Schedule Property was delivered on date of sale itself. Ex.P3 is the mutation register extract pertaining to Suit Schedule Property bearing M.R.No. 32/91-92. The mutation was accepted and the name of plaintiff was entered in all the revenue records as per Ex.P3. Ex.P18 is the encumbrance certificate pertaining to the Suit Schedule Property which depicts the sale transaction between the plaintiff and defendant no.1. The defendant no.1 was examined as DW1. In his examination-in-chief also defendant no.1 has admitted the sale transaction between him and the plaintiff.

17. The defendant No.1 in his written statement has contended that the plaintiff was not residing at Gejjalagere village at any point of time. She used to visit now and then and she used to stay in his house for 3-4 days. But DW1 during the course of cross-examination has clearly admitted that the plaintiff was residing in Gejjalagere in a rented house belonging

to him. The relevant portion of the deposition of DW1 is as under:

“ CzÀPÉÌ ¢ÉÆzÀ®Ä ¢ÁçAiÄÄÄ £À¢ÄÄUÀÉ ,ÉÃjzÀ ¢ÄÄ£ÉAiÄÄ°è “ÁrUÉUÉ ¢Á,À EzÀÝgÄÄ.”

Further, DW1 has deposed as under:

“ £À¢ÄÄä ¢ÄÄ£ÉAiÄÄ°è “ÁrUÉUÉ ¢Á,À EzÁÝUÀ ¢Áç ¢ÄÄvÄÄÛ ¢ÁçAiÄÄ UÀAqÀ E\$âgÄÄ EzÀÝgÄÄ.”

The above said admissions clearly establishes that the contention of defendant no.1 in his written statement and examination-in-chief that the plaintiff never resided in Gejjalagere village is per se false.

18. Further, DW2 has also confirmed the said fact in his examination-in-chief. During the course of cross-examination also DW2 admitted that plaintiff stayed in rented house at Gejjalagere. On careful perusal of the oral testimony of PW1 and 2 and DW1 to DW4 it is clear that defendant no.1 had sold the Suit Schedule Property to the plaintiff by virtue of registered sale deed dated 26.11.1991. From the oral

testimony of PWs and DWs, it is crystal clear that the plaintiff was residing in Gejjalere village along with her husband in a rented house for some years. Thus, the plaintiff has successfully established issue no.1. Merely saying that Ex.P2 was not acted upon is insufficient. The documents speak that the plaintiff was put in possession of the Suit Schedule Property after the sale transaction. The trial Court also during the course of judgment has accepted the contention of the plaintiff that she purchased the Suit Schedule Property from defendant no.1 by virtue of registered sale deed dated 26.11.1991 and she was put in possession therein. When such being the case, the trial Court ought to have answered issue no.1 in Affirmative and not negative. Hence, the finding of trial Court on issue no.1 is reversed and same is answered in Affirmative. As such point no.2 is answered in **Negative**.

19. **POINT NO.3:-** Learned counsel for the appellant during the course of argument drawn the attention of the Court to the issue no.2 framed by the trial Court which is as under:

Whether the plaintiff further proves that she has not executed the sale deed dtd:18.09.2000 in respect of schedule property in favour of 1st defendant?

Learned counsel has vehemently argued that the trial Court has wrongly framed issue no.2 in a negative manner shifting burden on the plaintiff to prove that she has not executed the sale deed on 18.09.2000 in favour of defendant no.1. The submission of learned counsel is justified. The trial Court ought not to have framed issue no.2 in a negative way which is not permissible under law. Any way as this Court is also a fact finding Court, is empowered to correct the said mistake. Hence, proper point for consideration is raised in this appeal for consideration.

20. It is the specific contention of the plaintiff that she has not executed sale deed on 18.09.2000 in favour of defendant no.1 and the same is created one. On the other hand the defendant no.1 claims that the plaintiff had executed

registered sale deed in his favour on 18.09.2000 for valuable consideration.

21. It is a fact that the defendant no.1 has not produced the original registered sale deed dated 18.09.2000 before the Court. In fact the defendant no.4 has not produced any documents before the Court to support his case. The defendant no.1 has offered an explanation in examination-in-chief as under:

“ 18.09.2000 gÀAzÀÄ £À£Àß °É,ÀjUÉ DVzÀÝ æÀÄÆ® PÀæAiÀÄ ¥ÀvÀææÀÄ £Á£ÀÄ §¹£À°è ¥ÀæAiÀiÁtô,ÀÄwÛzÁÝUÀ PÀ¼ÉzÀÄ°ÉÆÄVzÀÄÝ CzÀgÀ zÀÈrÛÄPÀÈvÀ £ÀPÀ®Ä £À£Àß §½ EgÄÄvÀÛzÉ.

During the Course of cross-examination DW1 has deposed as under:

“ æÁçAiÀÄÄ £À£Àß °É,ÀjUÉ §gÉzÀÄPÉÆnÖgÀÄæÀ C,À®Ä PÀæAiÀÄ ¥ÀvÀæ æÄÄvÀÄÛ EvÀgÉÄ zÁR`ÉUÀ¼ÄÄ PÀ¼ÉzÀÄ °ÉÆÄVgÄÄvÀÛæÉ JA§ §UÉÎ £Á£ÀÄ ,ÀA\$AzÀs¥ÀlÖ ¥ÉÇÃ°Ä,ï oÁuÉUÉ !ügÁåzÄÄ æÄrzÉÝÄ£É.”

22. Thus, it is the say of defendant no.1 that he lost the original sale deed dated 18.09.2000 while travelling in a bus. He had given report to the police in this regard. But the defendant no.1 has not produced any document to substantiate his contention. On the other hand the plaintiff has produced the certified copy of the registered sale deed dated 18.09.2000 which is marked as Ex.P16. The said Ex.P16 has been obtained by the plaintiff from the Land Acquisition Officer. Ex.P16 is the certified copy of the original registered sale deed dated 18.09.2000. This clearly establishes the fact that the defendant no.1 has produced the original registered sale deed dated 18.09.2000 before the land acquisition officers. The defendant no.1 has admitted the receipt of compensation amount as a result of land acquisition proceedings. Thus, the explanation offered by the defendant no.1 that he lost the original sale deed during the journey is per se false. The defendant no.1 has offered false explanation before the Court which would virtually amount to playing of fraud on the Court.

23. The trial Court during the course of impugned judgment has held as under:

“But, the plaintiff has not made any attempt to get appointed the Court Commissioner to send the alleged sale deed dtd: 18.09.2000 said to have been executed in favour of the 1st defendant and other admitted documents to the handwriting expert. Except the oral evidence, the plaintiff has not placed any material to show that the 1st defendant has created and concocted the alleged sale deed by impersonating through a person as Ammeni Daniel”.

24. Admittedly, the defendant no.1 has not produced the original sale deed dated 18.09.2000. When such being the case blaming the plaintiff that he has not made attempts to send the sale deed dated 18.09.2000 to be examined by the handwriting expert is not justified. Further, learned counsel for the appellant during the course of arguments drawn the attention of the Court to I.A. No.VIII and IX filed U/Sec. 151 of CPC and order 16 Rule 3 of CPC praying to summon the Sub-Registrar,

Maddur to produce the record pertaining to sale deed dated 18.09.2000 and to adduce evidence. The trial Court dismissed the said two applications with cost of `1,000/-. The attempt of plaintiff shows that the plaintiff has made honest efforts to prove her contention. On the other hand the defendant no.1 has attempted to wash off his hand by not producing any relevant documents and contending that the possession of Suit Schedule Property is not with him. If the plaintiff had really executed sale deed in favour of defendant no.1 the original sale deed executed by defendant no.1 in favour of plaintiff should have been in possession of defendant no.1. But Ex.P2 is produced from the possession of plaintiff which strengthens the suspicion of execution of Ex.P.16 by plaintiff in favour of defendant no.1.

25. Be that as it may, the Court is having ample power as contemplated U/s 73 of Indian Evidence Act to compare the admitted signatures of plaintiff that of disputed ones. As discussed in earlier part of the judgment the defendant no.1 has not disputed the execution of Ex.P2 in favour of the plaintiff

which contains her signatures. Though the plaintiff was represented by P.A. holder, she herself stepped into witness box and examined herself as PW1. Thus, the signature of plaintiff is available on depositions also. The disputed signatures of plaintiff is available on certified copy of sale deed dated 18.09.2000 which is marked as Ex.P16. On perusal of Ex.P2 and deposition of PW2, it is crystal clear that the signatures are executed with free flow and without any hesitation. Further, the plaintiff has the habit of writing "Mrs" in all her signatures before her full name. The signatures in Ex.P2 and deposition of PW2 seems to be signature of a person who was well versed in English. There is no doubt about the fact that the signature found on Ex.P2 and deposition of PW2 belong to one and the same person. When we compare the signatures of Ammini Daniel in Ex.P2 and her deposition with that of signatures found on Ex.P16, first and foremost difference is "Mrs" is missing in all the signatures. Further, the signatures seems to be executed with great hesitancy and the handwriting seems to be of a person who is not well versed in English. In Exhibit P16 there are total five signatures. In each

and every signature there is a correction or over writing. Further, the execution of each and every letter is different from the signature found on Ex.P2 and deposition of PW2. Not only this the spelling of the name "Ammini" is different in each and every page. All these factors establish without any doubt that the signatures found on Ex.P16 is not nor that of plaintiff and I have no hesitation to hold that Ex.P16 is a created document forged only with the purpose of knocking off the property of the plaintiff. I would not have ventured into the exercise of comparing the signatures if I felt difficulty in coming to the conclusion. The difference of signature is visible to bare eye without the assistance of an expert. Even if the signatures are shown to a layman, he will also definitely point out that the signatures found on Ex.P16 are not that of the person who signed Ex.P2 or deposition of PW2. The conduct of defendant no.1 in not producing the original sale deed or any other document clearly establishes his malafide intention to play fraud on Court. On over all verification of the oral and documentary evidence available on record, I am of the view that the plaintiff has successfully established that she has not

executed Ex.P15 in favour of defendant no.1. At the same time defendant no.1 failed to prove that plaintiff had sold the Suit Schedule Property to him by virtue of sale deed dated 18.09.2000.

26. It is the contention of defendant no.1 that at present the possession of the Suit Schedule Property is with defendant no.3 and the nature of Suit Schedule Property has completely changed. The defendant no.1 had no right or title as on the date of notification to deliver the Suit Schedule Property to defendant no.3. When such being the case, it cannot be said that the Suit Schedule Property has been lawfully acquired by defendant no.3 from defendant no.1 who had no title at all as on the date of notification. Defendant no.3 has also handed over the compensation to a wrong person based on the basis of created sale deed. Thus, the proceedings of acquisition from notification till end are void abinitio and it will not bind the lawful right of the plaintiff nor affect her right in any manner. Admittedly, compensation has been given to defendant no.1 by the concerned authorities. The concerned authorities are at

liberty to recover the entire compensation amount from the date of payment till realisation with interest in accordance with law. For all the reasons assigned above, I have answered this point in **Negative**.

27. **POINT NO.4**: Learned counsel for the respondent no.1 during the course of argument has submitted that the suit of the plaintiff is hopelessly barred by limitation as the Suit Schedule Property was acquired on 18.01.2001. It is his contention that objection was filed at the time of granting compensation to defendant no.1 which was overruled. Thus, the fact of acquisition was within knowledge of plaintiff. Though learned counsel has raised the point of limitation, no supporting document is available to support his contention. No document is available to show as to who filed objection for grant of compensation in favour of defendant no.1. As already discussed the defendant no.1 has not produced any scrap of paper in support of his defence. Thus, this Court cannot doubt the cause of action pleaded by the plaintiff. Hence, it cannot be

said that the suit of the plaintiff is barred by limitation. As such this point is answered in **Negative**.

28. **POINT NO.5:-** For the reasons assigned in point no.1 to 4, I am of the view that the trial Court has failed to appreciate the oral and documentary evidence adduced by both the parties in the manner known to law. Thus, the judgment of the trial Court calls for interference by this Court. Hence, this point is answered in **Affirmative**.

29. **POINT NO.6:-** In view of the above discussion, I proceed to pass the following:

ORDER

The Appeal filed under Order 41 Rule 1 read with Section 96 of the C.P.C., is hereby allowed.

Consequently, the Judgment and decree passed by the Senior Civil Judge, Maddur in O.S.No.24/2010 dated 19.11.2015 is hereby set aside. Suit of the plaintiff is hereby decreed as prayed for with costs.

The plaintiff is hereby declared as the owner of the Suit Schedule Property. The defendant no.2 and 3 shall deliver the possession of the Suit Schedule Property to the plaintiff forthwith. Failing which the plaintiff is at liberty to execute the decree through Court.

The defendant no.2 and 3 are at liberty to recover the compensation amount given to defendant no.1 in the manner known to law with interest.

Draw decree accordingly.

Send the lower court records along with copy of this judgment forthwith.

(Dictated to the judgment writer and transcript corrected by me and then pronounced in open court on this the 23rd day of August, 2017)

**(Syed Baleegur Rahaman),
V Addl. District Judge,
Mandya.**

***VM.**

Judgment pronounced in the open court, vide separate judgement passed:

ORDER

The Appeal filed under Order 41 Rule 1 read with Section 96 of the C.P.C., is hereby allowed.

Consequently, the Judgment and decree passed by the Senior Civil Judge, Maddur in O.S.No.24/2010 dated 19.11.2015 is

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The plaintiff is hereby declared as the owner of the Suit Schedule Property. The defendant no.2 and 3 shall deliver the possession of the Suit Schedule Property to the plaintiff forthwith. Failing which the plaintiff is at liberty to execute the decree through Court.

The defendant no.2 and 3 are at liberty to recover the compensation amount given to defendant no.1 in the manner known to law with interest.

Draw decree accordingly.

Send the lower court records along with copy of this judgment forthwith.

**(Syed Baleegur
Rahaman),
V Addl. District Judge,
Mandya.**

