

**IN THE COURT OF THE SENIOR CIVIL JUDGE &
J.M.F.C., KANAKAPURA**

**PRESENT : Sri. Srinivas Navale
B.A. LL.B,
Senior Civil Judge & JMFC,
Kanakapura.**

Dated : This 2nd day of March 2021

**O.S. No. 185/2014
(OS No. 356/2010)**

- Plaintiffs:**
1. Narasimhaswamy
S/o Late Sanjeevaiah,
Aged about 66 years,
R/at Door No.404,
17th Cross, Maruthi
Nagar, Kengeri
Satellite Town,
Bangalore.
 2. Kumbinarasimhaiah
S/o Late Sanjeevaiah,
Aged about 63 years,
Rtd. Section Officer,
Hon'ble High Court
of Karnataka,
R/at D.No. 1451,
37th 'C' Cross,
11th Main, 4th 'T' Block,
Jayanagara,
Bangalore-41.
 3. Smt.Gowramma
W/o Veerachikkaiah,
Aged about 57 years,
R/at D.No. 561,
Shivapura Colony,
Behind NTTF Factory,

Pinya 2nd Stage,
Bangalore-58.

4. Smt.Kamalamma
W/o Veerabhadraiah,
Aged about 44 years,
R/at D. No. 561,
Shivapura Colony,
Behind NTT Factory,
Pinya 2nd Stage,
Bangalore-58.

(Reptd. by Sri. R.Maheshachandra Guru, Adv.)

Vs.

- Defendants :**
1. R.S.Narasegowda
S/o Late Sanjeevaiah,
Aged about 71 years.
 2. Lakshmipathi
S/o Late Sanjeevaiah,
Aged about 45 years.
(Since died the
defendants No.3 to 6
are only legal heirs of
the deceased 2nd
defendant they are already
on record).
 3. Smt.Kempamma
W/o Lakshmipathi,
Aged about 35 years.
 4. Prashanth
S/o Lakshmipathi,
Aged about 25 years.

5. Naveena
S/o Lakshmipathi,
Aged about 23 years.
6. Smt.Mamatha
W/o Manjunath
D/o Lakshmipathi,
Aged about 19 years.
7. Mrs.Celementine
F.K.Bhagatani
W/o Late Vishnu
Bhagatani,
Aged about 75 years.
R/at Do.No.10,
Adithya Apartment,
P.Stage, Ashwini
Layout, Koramangala,
Bangalore-67.

Defendants No.1 to 6
are all R/at
Ramegowdanadoddi,
Medamaranahalli Post,
Harohalli Hobli,
Kanakapura Taluk.

(D1 by Sri. L.N.Channdabasavaradhya, Adv.)
(D3 to 6 by Sri. RPK, Adv.)
(D7 by Sri. MCC, Adv.)
(D2 dead)

Date of Institution of the suit : 03.11.2010

Nature of the Suit : Partition

Date of commencement of
recording of evidence : 23.09.2011

Date of which the judgment
was pronounced : 02.03.2021

Total Duration :Year/s Month/s Date/s
10 03 29

**Sr. Civil Judge & JMFC.,
Kanakapura.**

JUDGMENT

Plaintiffs filed suit seeking for partition of 1/6th share each in the schedule property by metes and bounds.

2. The brief facts of the plaint are as under:

The plaintiffs pleaded that the plaintiffs and defendants No.1 to 6 are governed by mithakshara school of law and they constitute hindu undivided joint family. The schedule property is agricultural land bearing Sy.No.143/1 measuring 3 acres 32 guntas. It is pleaded that one Sanjeevaiah is father of plaintiffs and defendants No.1 and 2. The defendants No.3 to 6 are wife and children of defendant No.2. The defendant No.7 is agreement holder. The father of plaintiffs was cultivating schedule property on behalf of joint family. One Late Thimmaiah is original owner and father of the plaintiffs was tenant. The defendants No.1 and 2 and plaintiffs

succeeded to the schedule property after death of their parents. The defendant No.1 is retired Bailiff and plaintiff No.2 is retired Section Officer in High Court of Karnataka. The plaintiff No.1 and defendant No.2 were personally cultivating schedule property and defendant No.1 and plaintiff No.2 were at Bangalore for their job. The defendant No.2 filled Form No.7 on behalf of joint family and Land Tribunal, Kanakapura granted occupancy right in favour of defendant No.2 on behalf of joint family on 26.08.1975. Form No.10 issued in favour of defendant No.2 on behalf of joint family. The defendant No.2 is not absolute owner of suit schedule property. The plaintiffs and defendants No.1 to 6 jointly obtained agricultural loan for digging open Well. There are 45 teak trees in the schedule property. The plaintiffs and defendants No.1 and 2 are having equal rights and share in the schedule property. The defendants No.1 to 6 tried to alienate schedule property in favour of defendant No.7. The plaintiffs demanded 1/6th share to the defendants but defendants claimed exclusive right over the schedule property. Hence, legal notice was issued to the defendants No.2 and 3 and they replied with untenable contentions. Therefore, plaintiffs filed the suit seeking 1/6th share in the schedule property.

3. The suit summons served defendants. The defendants appeared through separate counsels. The defendant No.1 in his written statement admitted plaint contents as true and also sought to due share to him and he is prepared to pay his part of court fee.

4. The defendant No.2 filed written statement. The defendant No.2 contended suit is not maintainable as already partition was effected in OS No. 398/1989. It is contended that schedule property is self acquired property of defendant No.2. It is contended that defendant No.2 was in possession of schedule property in his individual capacity and not on behalf of joint family. It is contended that Land Tribunal after enquiry granted occupancy right of schedule property in favour of defendant No.2. The record of rights are in the name of defendant No.2 and he raised loan for development of schedule property. It is contended that defendant No.2 cleared loan in his own. The plaintiffs and defendant No.1 have no right or share in the schedule property.

5. The defendant No.2 denied plaint paragraphs as false. The defendant No.2 contended his possession over schedule property is his personal possession and defendant No.1 and plaintiffs have no right in the schedule properties. It is contended that there is no

agreement of sale entered into between defendant No.2 and defendant No.7. Therefore, defendant No.2 sought to dismiss the suit.

6. The defendant No.7 also filed written statement denying the plaint contents as false and contending defendant No.2 is absolute owner of suit schedule property. It is pleaded that defendant No.2 entered into agreement of sale on 18.02.2010 agreeing to sell schedule property by receiving Rs. 5,00,000/-. Therefore, defendant No.7 sought to dismiss the suit.

7. Based on the pleadings following issues were framed by my predecessor.

8. The following issues were framed:

1. Does the plaintiffs prove that suit schedule property is granted in the name of 2nd defendant on behalf of joint family of plaintiffs and defendants No.1 to 6 as stated in the para of the plaint ?
2. Does the 2nd defendant proves that schedule property is his self acquired property as stated in the written statement?

3. Whether plaintiffs prove they are entitled for 1/6th share in the suit schedule property ?
 4. Do the defendants No.3 to 7 prove that they are entitled 1/14th share in the property?
 5. Do the defendants No.3 to 7 are entitled to counter claim?
 6. Whether plaintiffs are entitled for reliefs claimed?
 7. What order or decree ?
9. In order to prove the case the plaintiff No-1 examined as PW1 and got marked Ex.P1 to 28. The defendant No.1 examined as DW1 and got marked Ex.D11 and 12. The defendant No.2 examined as DW2 and got marked D5 to D10. Ex.D1 to 4 were marked during cross of PW1. The matter posted for judgment after hearing arguments. It is noticed that defendants No.3 to 7 have not claimed any counter claim. Therefore, matter posted for clarification. The plaintiffs counsel submitted defendant No.3 to 6 being LRs of defendant No.2 have not filed any counter claim and they cannot file such counter claim when defendant No.2 already filed

written statement. The defendants No.3 to 6 & 7 did not appear. The court deleted issue No.4 & 5 and recasted issues. The following are the recasted issues:

1. Does the plaintiffs prove that suit schedule property is granted in the name of 2nd defendant on behalf of joint family of plaintiffs and defendants No.1 to 6 as stated in the para of the plaint ?
 2. Does the 2nd defendant proves that schedule property is his self acquired property as stated in the written statement?
 3. Whether plaintiffs prove they are entitled for 1/6th share in the schedule property?
 4. Whether plaintiffs are entitled for the reliefs claimed ?
 5. What order or decree ?
10. The matter was posted for recording evidence of parties. None of the parties led evidence on recasted issues. Heard both counsels.

11. My answers to the above issues are as under:

Issue No.1	:	Affirmative
Issue No.2	:	Affirmative
Issue No.3	:	Negative
Issue No.4	:	Negative
Issue No.5	:	As per final order for the following:

REASONS

12. **Issues No.1 & 2:** Both issues are interconnected and require common discussion. Hence, both issues taken for common discussion.

13. It is the claim of plaintiffs that suit schedule property is joint family property of plaintiffs and defendants No.1 to 6 as such plaintiffs sought partition. In order to prove the case plaintiff No.1 examined as PW1 and got marked Ex.P1 to 27. The defendant No.1 supported claim of plaintiffs and filed written statement to decree the suit and to allot his share. The defendant No.1 examined as DW1 and got marked Ex.D11 & 12. The defendant No.2 claimed schedule property is his self acquired property. The defendant No.2 examined as DW2 and got marked Ex.D5 to 10, 14 & 15.

14. PW1 filed affidavit in lieu of his oral chief examination and reiterated plaint contents in the affidavit and deposed defendant No.2 & 7 filed untenable written statement. PW1 deposed OS No.398/1989 was filed for seeking partition among plaintiffs, brother with cousins. Hence, schedule property was not included. Ex.P1 is genealogy document issued by Village Accountant, Medamaranahalli. The defendants No.1, 2 to 6 & 7 admitted relationship of plaintiffs and defendants No.1 to 6 in their written statement. During cross examination also witnesses admitted relationship of plaintiffs and defendants No.1 to 6. One Sanjeevaiah is father of plaintiffs No.1 to 4 and defendant No.1 & 2. The defendants No.3 to 6 are children of defendant No.2. The defendant No.7 is stranger to the family as defendant is agreement holder. Thus, children of Sanjeevaiah are parties to the suit along with children of defendant No.2.

15. Ex.P2 to 10 are record of rights pertaining to schedule property. Ex.P2 to 10 bears name of defendant No.2 and states name of defendant No.2 mutated as per LPK RR 1669. Ex.P11 is certified copy of Form No.7 submitted Land Tribunal, Kanakapura. Ex.P12 is certified copies of order sheet in proceeding before Land Tribunal in LRF No. 1/74-75. Ex.P13 is Form No.10. Ex.P28 is security deed. It is case of the plaintiffs that schedule

property originally belongs to one Thimmaiah and father of plaintiffs and defendants No.1 & 2 was tenant of the land and occupancy rights granted in favour of defendant No.2 on behalf of joint family. The defendant No.2 denied the fact and contended it is his self acquired property.

16. PW1 was cross examined by the defendant No.1 counsel. The defendant No.1 supported the claim of plaintiff and sought partition claiming schedule property is joint family property. Therefore, on perusal of cross examination of PW1 by defendant No.1 counsel, it is noticed that PW1 admitted the suggestions of defendant No.1 counsel as true. During cross examination PW1 deposed defendant No.2 was managing the family after death of his father. The defendant No.2 counsel cross examined PW1. During cross examination dt: 14.03.2014 PW1 deposed his father died in 1960 and defendant No.2 was 8 years old. PW1 deposed he was 18 years old and defendant No.1 was 20 years old. PW1 admitted defendant No.2 is fifth son of Sanjeevaiah. When defendant No.2 was 8 years old at the time of death of his father, it is difficult to believe defendant No.2 was managing family properties after death of their father. Therefore, testimony of PW1 is not reliable with regard to who became managing properties after death of their father. Under such circumstances, it could be inferred that

elder male member of family acts as kartha or manages family.

17. PW1 during cross examination admitted that he was in Bangalore for 20 years. Further it is on record that defendant No.1 worked in High Court of Karnataka and plaintiff No.2 was also retired section officer of High Court of Karnataka. DW1 also admitted this fact during cross examination. Thus, it is defendant No.2 who resided in Ramegowdanadoddi Village looking after properties. Father of plaintiffs and defendants No.1 and 2 was having agricultural lands and admittedly he was also agriculturist. The defendant No.2 who examined as DW2 during cross examination admitted that defendant No.1 and plaintiff No.2 used to visit village on festivals or other functions. The visiting of elders who were on job indicates existence of joint family and jointness in possession of family properties till effecting partition known to law.

18. It is relevant to note that three sons of Sanjeevaiah along with their cousins filed OS No. 398/1989 for seeking partition. OS No.398/1989 was ended in compromise. Branch of Sanjeevaiah and his other brothers and children got divided the properties. Ex.D1 is the certified copy of plaint in OS No. 398/1989, Ex.D6 is the application filed under Order 23 Rule 3 of CPC. The

plaintiffs and defendants No.1 and 2 being parties to suit compromised matter. On perusal of Ex.D1 & 6 it is noticed that Sy.No.46, 47, 48 and 43 totally measuring 6 acres 15 guntas fallen to the share of branch of Sanjeevaiah i.e. plaintiffs No.1, 2, defendants No.1 and 2. Evidently schedule property was not included in the OS No. 398/1989. Paragraph No.5 of compromise petition state parties to suit declare apart from lands included in OS No. 398/1989 there are no other properties to the joint family. OS No. 398/1989 attained finality. Ex.D7 is decree passed in accordance with compromise in the suit. The defendant No.1 filed OS No. 53/2008 challenging compromise but the said suit came to be dismissed. Thus, decree in OS No. 398/1989 attained finality. Decree in OS No. 398/1989 indicates that schedule property was not treated as joint family property as it was granted in favour of DW2 and he was in possession of that property.

19. During cross examination PW1 admitted filing of OS No. 398/1989 but denied that there was compromise in OS No. 398/1989. This part of statement also leads me to infer that PW1 is not reliable witness. Further during cross examination dated 27.03.2015 PW1 admitted schedule property was not included in OS No. 398/1989. PW1 admitted except schedule property other properties were

partitioned. For better understanding relevant statement of PW1 is as under:

“ದಾವಾ ಅನುಸೂಚಿ ಸ್ವತ್ತು ಹೊರತುಪಡಿಸಿ ನಮ್ಮ ಕುಟುಂಬಕ್ಕೆ ಸೇರಿದ ಸ್ವತ್ತುಗಳು ಇದೆ ಉಳಿದ ಸ್ವತ್ತುಗಳ ವಿಚಾರದಲ್ಲಿ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ದಾವೆ ಹೂಡಿ ಸ್ವತ್ತುಗಳನ್ನು ವಿಭಾಗ ಮಾಡಿಕೊಂಡಿದ್ದೆ ಎಂದು ಹೇಳುವುದು ಸರಿ.”

20. PW1 did not explain why schedule property was not included in OS No. 398/1989 during cross examination. Further there is no pleading about OS No. 398/1989 in the plaint. Hence, explanation given in examination in chief affidavit that schedule property does not belong to his cousins as such it was not included cannot be considered without pleadings. Therefore, OS No. 398/1989 binds parties. DW1 during cross examination also admitted about filing of OS No. 398/1989. DW1 denied parties compromised in that suit. DW1 further deposed since compromise obtained by way of cheating it was challenged. DW1 again admitted he had not produced copies showing challenging the compromise order. Important fact to be considered is both plaintiff No.2 and defendant No.1 were employees of High Court of Karnataka. They do come into contact with advocates. Further it cannot be denied that they took advice for settlement of their dispute. Further fact of working court indicates that they know consequence of leaving one

property during compromise. Therefore, a prudent man cannot accept the statement that by cheating compromise was entered. Therefore, oral testimony of PW1, DW1 establish that with awareness schedule property was not included in OS No. 398/1989 for the reason it was independently cultivated by defendant No.2. Ex.P23 to 27 are handwritten record of rights from 1970-71 to 1999. Ex.P23 to 25 state name of landlord i.e. Thimmaiah. As per Ex.P25 name of defendant No.2 mutated to schedule property. PW1 and DW1 have not placed any record to establish that their father Sanjeevaiah was in possession of schedule property. Therefore, it is clear that schedule property was granted in favour of defendant No.2. The possession of defendant No.2 over schedule property is personal possession and it was granted in favor of him. Exclusive possession and right over schedule property established by the fact that family members including other branch members did not include the same in OS No.389/1989. Therefore, in view of above discussion, I am of the opinion that plaintiffs failed, defendant No.1 failed to prove schedule property is joint family property. Defendant No.2 established schedule property is his self acquired property.

21. ExP-11 is certified copy of Form No-7. On perusal of ExP-11 it is noticed that name of occupant mentioned as

Lakshmipati ie defendant no-2. Important fact to be noticed is Exp-11 in its last portion bears mention that elder brother and younger brother live together. This fact in Exp-11 makes it clear that the joint family exists and schedule property was allotted to the joint family even it was granted in favour of defendant No.2. Exp-28 is security deed. On perusal of Exp-28 it is noticed that deceased defendant no-2, defendant no-1 and plaintiffs No.1 & 2 jointly applied for loan in respect of schedule property on 6-11-1985. This document also establish joint family members jointly secured schedule property. Now the question that arise is if schedule property was treated joint family then why schedule property was not included in OS No 389/1989 compromise. Cross examination of PW-1 and DW-1 assume importance to consider the question.

22. During cross examination dated 02-03-2015 PW-1 deposed they permitted deceased defendant no-2 to cultivate property to which premium amount was paid. For better understanding the exact words are as under:

“ಪ್ರೀಮಿಯಂ ಹಣ ಪಾವತಿ ಮಾಡಿದ ಬಗ್ಗೆ ದಾವಾ ಸ್ವತ್ತಿನ ಅನುಭವವನ್ನು 2 ನೇ ಪ್ರತಿವಾದಿ ಹೊಂದಿದ ಎಂದರೆ ಆತನಿಗೆ ಸಾಗುವಳಿ ಮಾಡಲು ನಾವುಗಳು ಅನುಮತಿ ನೀಡಿದ್ದೇವು ಎಂದು ನುಡಿಯುತ್ತಾರೆ”

23. This statement implies that PW-1 and other brothers were not in possession of schedule property and they allowed to deceased defendant No.2 to cultivate the schedule property.

24. During cross examination DW-1 admitted that after grant name of deceased defendant No.2 was mutated to the schedule property. DW-1 deposed he did not oppose mutation of defendant No.2 as he allowed it to be in the name of defendant No.2 and he did not challenge mutation also. Further, in the at page no-15 of cross examination DW-1 admitted defendant no-2 and his family members were engaged in Sericulture or silk farming and deposed that he allowed defendant no-2 to cultivate land as defendant was his younger brothers:

“ದಾವಾ ಸ್ವತ್ತಿನಲ್ಲಿ 2 ನೇ ಪ್ರತಿವಾದಿ ಮತ್ತು ಆತನ ಕುಟುಂಬದವರು ಪ್ರತಿವಾದಿ 3 ರಿಂದ 6 ರವರು ರೇಷ್ಮೆ ಕೃಷಿಯಲ್ಲಿ ತೊಡಗಿದ್ದಾರೆ ಎನ್ನುವುದು ಸರಿ. ಆತ ನನ್ನ ತಮ್ಮ ಎನ್ನುವ ಕಾರಣಕ್ಕೆ ಬಿಟ್ಟಿದ್ದೇವೆ ಎಂದು ಹೇಳುತ್ತಾರೆ”

25. Further DW-1 during cross examination dated 16.06.2017 it was suggested to DW-1 that there was no impediment for them to add schedule property in O.S. No 389/1989. DW-1 answered there is no relation to that property and schedule property. Thus there is no proper explanation for not adding schedule property in the O.S. No 389/1989. in view of above statement of PW-1 and

DW-1 it is clear that all the family members allowed defendant No.2 to cultivate the schedule property, they allowed mutation is in the name of defendant No.2 and there is no proper and acceptable explanation as to why the schedule property was not included in O.S. No 389/1989. the oral testimony of PW-1 and DW-1 do lead me to infer that member of joint family allowed voluntarily to defendant No.2 to cultivate the schedule property and to have a his name only as it was cultivated by him. The allowing defendant No.2 to have possession and name of the property indicates that other joint family members treated schedule property as self acquired property of defendant no-1 by their conduct and based on personal possession and management of schedule property by defendant No.2. Further this conduct of family members depicted in the compromise in O.S. No 389/1989. all the joint family members declared that apart from properties included in the compromise deed there are no other properties to the family. Important fact to be noted is not only the family members of Sanjeevaiah but other branch members also agreed that there is no other joint family properties other than what is included in O.S. No 389/1989. therefore oral and documentary evidence prove that schedule property was personally cultivated by defendant No.2 without any assistance of joint family and other family members did

not interfere in that matter. Ultimately the fact of self cultivation of defendant No.2 declared by parties in the court in the partition suit i.e. O.S. No 389/1989. therefore having regard to declaration made in O.S. No 389/1989 and oral admissions and statements of PW-1 and DW-1 I am of considered opinion that schedule property was granted in the name of defendant No.2 but it was treated as self acquired property of defendant No.2.

26. It is relevant to consider what is the effect of compromise entered into by the family members without adding schedule property in O.S. No 389/1989. Evidently schedule property was not included in the O.S. No 389/1989. plaintiff and defendant No.1 admitted schedule property was not included in O.S. No 389/1989 during their cross examination and there is no proper explanation for not including schedule property in O.S.No 389/1989. The compromise in O.S. No 389/1989 operates as estoppel. In this regard I rely on decision of Hon'ble Apex Court reported in (2003)12 SCC 419 between Azeez Sait Vs Aman Bai. It was held that " Suit for partition and separate possession of properties - Defendant's case that partition between the parties (two brothers) had already taken place 58 years ago-- evidence showing that plaintiff had accepted the rights under the deed and acted upon its recitals, Parties dealing with the properties as

independent owners and never joint owners-- Held plaintiff/appellants estopped from alleging that the partition deed was nominal and not intended to to be acted upon-- When partition had been accepted and acted upon by the plaintiff for so many years and brought about an equitable settlement of the distribution of properties between the brothers, the plaintiff/appellants cannot now come round and say the document is sham and nominal - Even on the assumption that provisions of Hindu Law or Muslim Law attracted, the said partition is valid and effective-- Fact that two brothers even after the partition continued the business jointly, stayed together under the same roof for same time and acquired properties out of their business in the names of either of them cannot render partition deed a sham document” In the present case also there was valid compromise before court O.S. No 389/1989 and it was acted upon. One of the properties was not included. There is declaration by the parties that other than properties in O.S. No 389/1989 there were no joint family properties. Plaintiff and defendant admitted schedule property was allowed to be cultivated by defendant No.2 and name of defendant no-2 to the property. Defendant No.1, plaintiff and defendant No.2 were not residing the village. The compromise in O.S. No 389/1989 was acted upon and it reached finality. One suit seeking to set aside compromise

was dismissed. Therefore in view of above discussion and facts and circumstances there is valid declaration of parties to suit that no there are no other properties to the joint family and such declaration operates as estoppel until compromise is set aside. The plaintiffs and defendant no-1 cannot come around and say compromise is by way of cheating. The compromise being valid, the schedule property became self acquired property of defendant No.2. Defendant No.2 by producing certified copies of plaint, compromise deed and application established the schedule property is his self acquired property. In view of above appreciation of evidence, discussion and principle stated by Hon'ble Apex Court I am of the opinion that plaintiffs failed to prove that schedule property is allotted to defendant No.2 on behalf of joint family and defendant No.2 proved the schedule property is his self acquired property. Hence, I answer issue No.1 in the Negative and issue No.2 in the affirmative.

27. Issue No.3 & 4: The plaintiffs failed to prove that schedule property was allotted in the name of defendant No.2 on behalf of joint family. Joint family members themselves treated schedule property as self acquired property of defendant No.2. The effect of declaration made in compromise petition in O.S. No 389/1989

preclude plaintiffs from seeking share in the schedule property and entitling plaintiffs from seeking share in schedule property. Therefore plaintiffs are not entitled to any reliefs sought in the plaint. Hence, I answer issue No.3 & 4 in the negative.

28. **Issue No.5:** In view of above discussions and reasons, I proceed to pass the following:

ORDER

The suit of the plaintiffs is hereby dismissed with costs.

Draw decree accordingly.

(Dictated to the Stenographer directly on computer and typed by him, corrected and then pronounced by me in the open court, on this the **2nd day March 2021**)

Sd/-
(Srinivas Navale)
Sr. Civil Judge & JMFC,
Kanakapura.

ANNEXURE

1. List of witnesses examined by the plaintiffs:

PW1 : Narasimhaswamy

2. List of exhibits marked by the plaintiffs:

Ex.P1 : Genealogical tree

Ex.P2 to 10: 9 RTC Extracts.

Ex.P11 : Form 7

Ex.P12 : C.C. of orders
Ex.P13 : C.C. of Form 10
Ex.P14 : Sale agreement dt: 16.02.2010
Ex.P15 : O/c of legal notice
Ex.P16 & 17: 2 Postal acknowledgements
Ex.P18 : Legal notice dt: 25.10.2010
Ex.P19 : Postal receipt
Ex.P20 : Sale notice
Ex.P21 : Reply to notice
Ex.P22 : Encumbrance certificate
Ex.P23 to 27: 5 RTCs
Ex.P28 : C.C. of mortgage

3. List of witnesses examined by the defendants:

DW1 : R.S.Narasegowda
DW2 : Lakshmipathi
DW3 : Omi Alex Bhagtani

4. List of Exhibits marked by the defendants:

Ex.D1 : C.C. of plaint in OS No. 398/89
Ex.D2 : C.C. of plaint in OS No. 53/08
Ex.D3 : MR extract
Ex.D4 : RTC
Ex.D5 : C.C. of order sheet in OS No. 398/89
Ex.D6 : C.C. of compromise petition
Ex.D7 : C.C. of decree in OS No. 398/89
Ex.D8 : RTC in Sy.No.43, 47
Ex.D9 : RTC in Sy.No.47
Ex.D10 : C.C. of loan document
Ex.D11 : C.C. of loan document
Ex.D12 : Tapasheelu
Ex.D13 : Xerox of loan repaid document
Ex.D14 : C.C. of sale deed dt: 24.02.2002
Ex.D15 : C.C. of sale deed dt: 28.02.2012

Sd/-
**Sr. Civil Judge & JMFC,
Kanakapura.**

Separate order signed and
pronounced in open court.

ORDER

The suit of the plaintiffs is
hereby dismissed with costs.
Draw decree accordingly.

**Sr. Civil Judge & JMFC,
Kanakapura.**