



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 27TH DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM

REGULAR FIRST APPEAL NO. 649 OF 2010 (PAR/INJ)

BETWEEN:

1. M SRIDHAR REDDY
AGED ABOUT 39 YEARS
S/O M NANDA KUMAR REDDY
RESIDING AT NO.11416
WOOD VIEW DRIVE
HARGERS TOWN (CITY) USA.
2. SRINIVAS REDDY
AGED ABOUT 33 YEARS
RESIDING AT FLAT NO.12137
'A' BLOCK, 60 FEET ROAD
SAHAKARNAGAR
BANGALORE-560 092.
(APPELLANT NO.1 IS REPRESENTED
BY APPELLANT NO.2)

...APPELLANTS

(BY SRI. S VASANTH MADHAV., ADVOCATE)

AND:

1. MISS KAVITHA LAKSHMI P
AGED ABOUT 22 YEARS
D/O H P PRABHAKAR
RESIDING AT NO.12/1
CHABRIA RESIDENCY
3RD MAIN ROAD
K. H. M. BLOCK
GANGANAGAR
BANGALORE 560 032.





2. R CHINNA KRISHNIAH
S/O SRI RAMIAH
AGED ABOUT 64 YEARS
RESIDING AT
JANATHA STORES UPSTAIRS
OPP. NO.27, AECS LAYOUT
2ND STAGE, SANJAYANAGAR
BANGALORE - 94.
3. B K RAMMANNA
S/O MUDDIAAH
RESIDING AT NO.1818
'C' BLOCK, SAHAKARNAGAR
BANGALORE - 560 092.

...RESPONDENTS

(BY SRI. D.R.RAVISHANKAR, SR. ADV. FOR
SRI. S.K.ACHARYA, ADVOCATE FOR R1 & R2;
V/O DATED 04.06.2013, NOTICE TO R3 IS
H/S BY WAY OF PAPER PUBLICATION)

THIS RFA IS FILED UNDER SECTION 96 R/W ORDER XLI
RULE 1 OF CPC., AGAINST THE JUDGMENT AND DECREE
DATED 8.1.2010 PASSED IN O.S.NO.9668/2006 ON THE FILE
OF THE XXXIX ADDL. CITY CIVIL JUDGE, BANGALORE, PARTLY
DECREEING THE SUIT FOR PERMANENT INJUNCTION.

THIS RFA COMING ON FOR DICTATING JUDGMENT, THIS
DAY JUDGMENT WAS MADE THEREIN, AS UNDER:

CORAM: HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM

ORAL JUDGMENT

The captioned appeal is by defendant Nos.2 and 3
directed against the judgment and decree dated



08.01.2010 passed in O.S.No.9668/2006, whereby the plaintiffs suit for injunction simpliciter is decreed and defendant Nos.2 and 3 are restrained from interfering with plaintiffs legal possession and enjoyment of the suit schedule property.

2. For the sake of brevity, the parties are referred to as per their rank before the trial Court.

3. Facts leading to the case are as under:

The plaintiffs instituted a suit against defendant Nos.1 to 3 seeking perpetual injunction. Plaintiffs are tracing title through defendant No.1/B.K. Ramanna. Plaintiffs assert that defendant No.1 through his GPA holder namely H.P.Prabhakar who is plaintiff No.1's father executed a sale deed in favour of plaintiffs on 05.02.2003. Plaintiffs have specifically asserted that the said H.P. Prabhakar had obtained a registered GPA from defendant No.1 in 1999. The plaintiffs have also specifically pleaded that their vendor/defendant No.1 acquired agricultural



land of which the present suit schedule property is part and parcel under registered sale deed dated 18.12.1996 from one Bibijan to an extent of 15 guntas in Sy.No.7/4B. Thereafter it is alleged that defendant No.1 executed an agreement with possession coupled with registered GPA in favour of father of plaintiff No.1 under registered GPA. The father of the plaintiff No.1 under valid authorization has conveyed the property. Plaintiffs also alleged that the defendant No.1 requested father of plaintiff No.1 to reconvey the property and therefore plaintiffs alleged that they entered into a fresh agreement on 03.07.2001 for a sale consideration of Rs.7,92,000/-. However, since defendant No.1 failed to perform his part of contract, the agreement stood cancelled and later plaintiff No.1 entered into an agreement with plaintiff No.2 on 07.10.2006 where it was agreed for conveyance for a sale consideration of Rs.39,00,000/-. While plaintiff No.2 based on agreement tried to construct a compound wall and a shed, the defendant No.3 strangely without semblance of right tried



to demolish the compound wall under the garb of having obtained a sale deed on 23.02.2005 from defendant No.1. Therefore, the present suit for injunction simpliciter came to be filed.

4. In response to the suit summons, defendant No.1 failed to contest the suit. Defendant No.3 filed his written statement, while defendant No.2 adopted the same. Defendant Nos.2 and 3 while stoutly denying the entire averments made in the plaint, specifically disputed the alleged GPA obtained by the father of the plaintiff No.1. The defendants also disputed the agreement entered into between plaintiff No.1 and plaintiff No.2, on the ground that the agreement pertains to a non-existent property. Defendant Nos.2 and 3 specifically contended that they have purchased the converted site formed in Sy.No.7/4B from defendant No.1. The defendants also contended that defendant No.1 obtained conversion order, formed a layout, got it approved and then has sold the property on which plaintiffs are falsely asserting title and



possession. It is in this backdrop, defendant Nos.2 and 3 contended that plaintiffs cannot maintain a bare suit for injunction.

5. The trial Court having formulated appropriate issues, called upon plaintiffs and defendant Nos.2 and 3 to lead oral and documentary evidence. Plaintiffs in order to substantiate their claim examined father of plaintiff No.1 as PW.1 and one independent witness as PW.2 and in all produced 13 documents marked at Exs.P-1 to P-13. The defendant Nos.2 and 3 examined defendant No.3 as DW.1 and relied on four documents marked as Exs.D-1 to D-4. Trial Court on appraisal of oral and documentary evidence, while answering Issue Nos. 1 and 2 in the affirmative placed reliance on the registered sale deed dated 05.02.2003 evidenced at Ex.P-2 obtained by plaintiff No.1 through GPA holder and also registered GPA dated 15.12.1999 and agreement of sale with possession dated 06.02.1999. Trial Court was of the view that plaintiffs have



succeeded in establishing their possessory rights as on the date of the filing of the suit.

6. The learned Judge also adverted to the property tax registered extracts, tax paid receipts evidenced at Exs.P-4 and P-5. The learned Judge while examining the rebuttal evidence held that the sale deed set up by defendant Nos.2 and 3 is subsequent to the sale deed obtained by plaintiff No.1. The learned Judge while recording his finding on identification also found that if the property claimed by plaintiffs and one claimed by defendant Nos.2 and 3 are separate and distinct and therefore, proceeded to decree the suit holding that plaintiff's possession is substantiated and interference is established.

7. Learned counsel for the defendants reiterating the grounds has vehemently argued and contented that the transaction of plaintiffs pertains to a revenue site and does not refer to survey number and while the GPA does



not create any right since it was registered in Hosur, Tamil Nadu, while the properties and parties are situated at Bengaluru. Therefore, registered GPA is invalid and consequent sale deed executed by the alleged GPA holder of defendant No.1 does not convey valid right and title. He would further contend that defendant Nos.2 and 3 have purchased the site in a converted land and the site carved out from an approved layout. Citing Ex.D-4 which is dated 01.02.2005, it is contended that Ramanna obtained conversion order and thereafter the local authority have approved the layout. While defendant Nos.2 and 3 sale deed depicts survey number, plaintiffs sale deed does not depict to survey number and therefore the finding recorded by the trial Court on Issue Nos.1 and 2 suffers from perversity and therefore, warrants interference. Referring to cross of PW.1, it is also contented that plaintiffs have obtained the sale deed when mortgage was subsisting and hence, contends that the decree suffers



from perversity and warrants interference and reversal at the hands of this Court.

8. Learned Senior Counsel appearing on behalf of the plaintiffs has placed strong reliance on Ex.P-11, which is the layout plan said to have been prepared by defendant No.1 prior to formation of sites. Though the said layout is stated to be unapproved, learned Senior Counsel would contend that the document assumes significance for the limited purpose of identification of the property. Inviting the attention of this Court to the boundaries recited in the sale deed executed in favour of the plaintiff No.2 by the plaintiff No.1 acting as GPA holder of defendant No.1, learned Senior Counsel would submit that the boundaries and dimensions mentioned in the said sale deed clearly tally with the site depicted in the layout plan marked at Ex.P-11. It is therefore contended that Ex.P-11 corroborates the plaintiffs' version regarding formation of sites in the land owned by defendant No.1 and also assists the Court in identifying the suit schedule property.



9. Learned Senior Counsel would further point out that the sale deed relied upon by defendant No.3 refers to several site numbers such as Site Nos.1, 2, 3, 7 and 8, purportedly formed in the said survey number. However, despite taking a specific plea that the sites were formed in a converted land and formed part of an approved layout, the defendants have failed to produce the approved layout plan before the Court. In the absence of production of the approved layout, the defendants have not placed any reliable material to establish the exact location or identification of the property allegedly purchased under Ex.D-3. It is therefore argued that the defendants have failed to demonstrate that the property claimed by them corresponds to the suit schedule property.

10. Learned Senior Counsel has also laid considerable emphasis on the conduct of defendant No.3, who has stepped into the witness box as DW.1. It is pointed out that defendant No.3, who claims to be the GPA holder of defendant No.2 and has deposed on behalf of the



defendants, has admitted in his cross-examination that he is a real estate agent. Placing reliance on the cross-examination of DW.1 with reference to Ex.P-11, learned Senior Counsel would submit that despite being a person engaged in real estate dealings, defendant No.3 has conveniently pleaded ignorance with regard to the formation of layout by defendant No.1 and the sale of sites to various purchasers, including the plaintiffs and other third parties. According to the learned Senior Counsel, such evasive answers clearly indicate an attempt on the part of the defendants to suppress material facts relating to the formation of sites and earlier transactions executed by defendant No.1.

11. Placing reliance on Section 48 of the Transfer of Property Act, learned Senior Counsel would further submit that the plaintiff No.1 had obtained a registered General Power of Attorney from defendant No.1 under Ex.P-9 dated 15.12.1999, authorising him to deal with the property. Acting under the said authority, the plaintiff No.1



conveyed the property in favour of the plaintiff No.2 under a registered sale deed dated 05.02.2003. It is therefore contended that the sale deed in favour of the plaintiff No.2 is prior in point of time when compared with the sale deed subsequently executed in favour of defendant No.3. In view of the doctrine of priority embodied in Section 48 of the Transfer of Property Act, the earlier transfer must prevail over the later transfer. Consequently, it is argued that the plaintiff No.2, having derived title under the earlier registered conveyance executed by the authorised GPA holder of defendant No.1, has acquired valid right, title and interest in respect of the suit schedule property.

12. By way of reply, learned counsel appearing for defendant Nos.2 and 3 has sought to contend that the sanctioned layout plan duly approved by the competent authority was in fact produced before the trial Court, though the same has not been formally marked as an exhibit. Inviting the attention of this Court to the original records, learned counsel would submit that the approved



plan forms part of the documents produced by the defendants and that its non-marking appears to be an inadvertent omission. On that premise, he would argue that the defendants had indeed placed material to demonstrate that the sites were formed pursuant to an approved layout.

13. Learned counsel has further placed reliance on Ex.P-7, which is the legal notice issued by the plaintiffs to defendant No.1. Referring to the contents of the said notice, he would submit that the plaintiffs themselves had sought cancellation of an earlier agreement of sale entered into with defendant No.1. According to the learned counsel, the recitals contained in the legal notice would indicate that the transaction between the parties had not attained finality and that the agreement sought to be enforced by the plaintiffs stood cancelled. Placing reliance on these averments, he would therefore contend that the circumstances reflected in Ex.P-7 cast serious doubt on the plaintiffs' case and suggest that the sale transaction



under which the plaintiff No.2 claims title through plaintiff No.1 was never fully concluded.

14. Having regard to the pleadings, rival contentions and the grounds urged in the memorandum of appeal, the following points arise for consideration:

(i) Whether the trial Court was justified in holding that the plaintiffs have established their lawful and peaceful possession over the suit schedule property as on the date of institution of the suit?

(ii) Whether the plaintiffs have proved valid conveyance of right, title and interest under the registered sale deed dated 05.02.2003 said to have been executed by defendant No.1 through his GPA holder, and whether the General Power of Attorney relied upon by them is legally valid and enforceable?

(iii) Whether the defendants have succeeded in establishing that defendant Nos.2 and 3 acquired valid right and title under the sale deed dated 23.02.2005 executed by defendant No.1 pursuant to conversion of land and approval of layout, and whether the property claimed by them is one and the same as the suit schedule property?



(iv) Whether, in the facts and circumstances of the case, a suit for bare injunction was maintainable without seeking declaratory relief, particularly when serious dispute regarding title and identity of the property was raised by defendant Nos.2 and 3?

(v) Whether the findings recorded by the trial Court on Issue Nos.1 and 2 suffer from perversity, misappreciation of evidence, or erroneous application of law so as to warrant interference by this Court under Section 96 CPC?

(vi) What order or decree?

Findings on Point Nos.(i) and (ii):

15. Since both points are interconnected and hinge upon the validity of the plaintiffs' title documents and consequential possession, they are taken up together for consideration.

16. At the outset, it is not in dispute that defendant No.1 was the original purchaser of land measuring 15 guntas in Sy.No.7/4B under a registered sale deed dated 18.12.1996. The plaintiffs trace their title to the said



defendant No.1 through a registered General Power of Attorney dated 15.12.1999 and an agreement of sale coupled with possession dated 06.12.1999 executed in favour of H.P. Prabhakar, father of the plaintiff No.1. Acting under such registered authority, the GPA holder executed a registered sale deed dated 05.02.2003 (Ex.P-2) in favour of the plaintiffs.

17. The execution of Ex.P-2 is evidenced by a registered instrument. A registered sale deed carries with it a presumption of due execution under the provisions of the Registration Act, 1908 and the Evidence Act, 1872 unless rebutted by cogent and convincing evidence. Defendant No.1, who is the executant of the GPA, has not entered the witness box to dispute either the execution of the GPA or the authority conferred thereunder. In the absence of challenge from the principal himself, the contesting defendants, who claim under a subsequent transaction, cannot lightly impeach the validity of the earlier registered instrument without substantial proof.



18. The contention that the GPA is invalid on the ground that it was registered at Hosur, Tamil Nadu, though the property is situated at Bengaluru, does not merit acceptance. The Registration Act does not prohibit registration of a power of attorney outside the jurisdiction where the property is situated. What is relevant is whether the instrument is duly executed and registered in accordance with law. The GPA in question is a registered document and its execution has not been disproved in the manner known to law. Mere registration at a different place does not render the instrument void.

19. The plaintiffs' sale deed dated 05.02.2003 (Ex.P-2) clearly describes the suit schedule property with specific boundaries and measurements. A crucial aspect that lends credence to the plaintiffs' case is that the schedule appended to Ex.P-2 tallies with the layout plan produced at Ex.P-11. On careful perusal, the site dimensions, boundary descriptions and relative positioning of the site in Ex.P-2 correspond with the depiction in



Ex.P-11. The layout plan demonstrates the existence and identification of the site carved out of Sy.No.7/4B, and the plaintiffs' schedule property finds due reflection therein. This correlation between the registered conveyance and the layout plan dispels the contention that the plaintiffs are claiming a vague or non-existent revenue site.

20. The trial Court has rightly adverted to this aspect while recording a finding on identification. The defendants have not produced any material to demonstrate that the site claimed by the plaintiffs overlaps with the site purchased by defendant No.3. On the contrary, the boundaries recited in the plaintiffs' sale deed and the depiction in Ex.P-11 indicate that the property is identifiable and distinct.

21. Insofar as possession is concerned, the plaintiffs have produced property tax extracts and tax paid receipts (Exs.P-4 and P-5), which stand in their name. These revenue entries, though not documents of title,



constitute corroborative evidence of possession. The oral testimony of PW.1 has remained substantially unshaken on the aspect of possession. Nothing significant has been elicited in cross-examination to discredit the plaintiffs' claim that they were in possession as on the date of suit.

22. The defendants' sale deed dated 23.02.2005 is subsequent in point of time to the plaintiffs' sale deed dated 05.02.2003. When an earlier registered conveyance exists and is not set aside or declared void by a competent court, a subsequent purchaser cannot claim priority over the earlier transferee in respect of the same property. Moreover, the defendants have not produced the conversion order or approved layout plan in a manner that conclusively establishes that the suit schedule property forms part of the site conveyed to them.

23. The argument that the plaintiffs obtained the sale deed during subsistence of a mortgage, even if assumed for the sake of argument, would not render the



sale deed void but at best subject it to the rights of the mortgagee. The mortgagee has not come forward to challenge the transaction. Therefore, such contention does not dilute the plaintiffs' possessory rights vis-à-vis the defendants.

24. In a suit for injunction, the primary consideration is possession as on the date of suit. Title becomes relevant only insofar as it supports or explains possession. In the present case, the plaintiffs have established, (i) a registered sale deed in their favour, (ii) valid authorization through a registered GPA, (iii) correlation of the schedule property with the layout plan at Ex.P-11, and (iv) revenue records indicating possession. The cumulative effect of these materials clearly establishes lawful and peaceful possession of the plaintiffs as on the date of institution of the suit.

25. Accordingly, this Court is of the considered view that the trial Court was justified in holding that the



plaintiffs have established their lawful and peaceful possession and that they have proved valid conveyance of right, title and interest under the registered sale deed dated 05.02.2003 executed through a legally valid and enforceable General Power of Attorney.

Point Nos.(i) and (ii) are therefore answered in the ***Affirmative.***

Finding on Point No.(iii):

26. On meticulous re-appreciation of the entire evidence on record, this Court is unable to concur with the contention advanced by defendant Nos.2 and 3 that they have established a superior or valid title so as to defeat the plaintiffs' claim.

27. At the outset, it is an admitted and undisputed fact that the plaintiffs' registered sale deed (Ex.P-2) is dated 05.02.2003, whereas the sale deed relied upon by defendant Nos.2 and 3 is dated 23.02.2005. Thus, the defendants' transaction is admittedly subsequent in point



of time. When two rival claimants trace title to a common vendor, the rule of priority embodied under Section 48 of the Transfer of Property Act, 1882 squarely applies. The section postulates that where a person purports to create by transfer at different times rights in or over the same immovable property, and such rights cannot coexist, each later created right is subject to the rights previously created.

28. In the present case, defendant No.1 being the common vendor, if he had already conveyed right, title and interest in favour of the plaintiffs under a registered sale deed dated 05.02.2003, he could not have subsequently conveyed a better or superior right in favour of defendant No.3 in 2005 in respect of the same property. The subsequent purchaser merely steps into the shoes of the vendor and cannot claim a higher right than what remained with the vendor at the time of subsequent conveyance.



29. The defendants have attempted to overcome this legal impediment by contending that their purchase was pursuant to conversion of agricultural land and approval of a layout plan. However, a critical examination of the record reveals that though such a plea is raised in the written statement, the approved layout plan and the conversion order are not produced before the Court in a manner known to law. Ex.D-3, the sale deed dated 23.02.2005, makes a reference to conversion and layout formation, but the foundational documents evidencing approval by the competent authority are conspicuously absent.

30. Mere recitals in a sale deed do not constitute proof of conversion or approval. The burden squarely lay on defendant Nos.2 and 3 to substantiate that: A lawful conversion order was obtained prior to formation of sites; A layout plan was duly approved by the competent planning authority; and the site conveyed to defendant



No.3 forms part of such approved layout and corresponds to the suit schedule property.

31. In the absence of production of the approved layout plan and conversion order, the plea remains a bald assertion unsupported by cogent documentary evidence. More importantly, the defendants have not established, by way of acceptable evidence, that the property claimed by them is one and the same as the suit schedule property. The trial Court, on examination of the boundaries and identification, has recorded a finding that the properties claimed by the respective parties are distinct. This finding has not been convincingly dislodged. The defendants have failed to produce a survey sketch, approved layout map, or any authoritative document correlating their site with the suit schedule property.

32. This Court cannot ignore a disturbing pattern that has emerged in several cases of similar nature. It has unfortunately become a practice whereby original



landowners initially form so-called “revenue layouts” and sell sites to unsuspecting purchasers. Thereafter, at a later point in time, they obtain conversion orders and secure approval of a modified or fresh layout, sometimes with deliberate alterations, and proceed to execute fresh sale deeds in favour of subsequent purchasers. Such conduct, if permitted to prevail, would not only defeat earlier purchasers but also undermine the sanctity of registered conveyances and public confidence in land transactions.

33. Courts cannot lend their imprimatur to transactions that have the effect of unsettling earlier registered rights through subsequent manoeuvring of layout plans or post facto approvals. The doctrine of priority under Section 48 of the Transfer of Property Act is precisely intended to prevent such mischief. Once a right is created in favour of a transferee under a valid and registered instrument, any subsequent right created by the same transferor is subordinate to the earlier one, to the extent of inconsistency.



34. In the present case, the defendants' sale deed being subsequent to the plaintiffs' registered sale deed, and there being no credible evidence to establish that the defendants' property is distinct and unconnected with the plaintiffs' property, the plea of superior title cannot be sustained. Even assuming that conversion and layout approval were obtained subsequent to the plaintiffs' purchase, such subsequent acts of the vendor cannot divest the earlier purchaser of rights already conveyed.

35. Therefore, in the absence of proof of an approved layout plan, absence of clear identification correlating the defendants' site with the suit schedule property, and in view of the admitted chronological priority of the plaintiffs' sale deed, this Court holds that defendant Nos.2 and 3 have failed to establish valid and superior right and title so as to defeat the plaintiffs' claim.

Accordingly, Point No.(iii) is answered in the **Negative** and against the defendants.



Finding on Point No.(iv):

36. The principal objection raised by defendant Nos.2 and 3 is that in view of the rival sale deeds and dispute regarding identity of the property, the plaintiffs ought to have sought a declaration of title and that a suit for bare injunction is not maintainable. This contention requires careful examination in light of settled principles governing suits for injunction.

37. It is well settled that in a suit for permanent injunction relating to immovable property, the primary issue for consideration is possession as on the date of suit. If the plaintiff is in lawful and settled possession and such possession is threatened by a person who has no better title or whose claim is subsequent, a suit for injunction simpliciter is maintainable. Declaratory relief becomes necessary only when, (i) the plaintiff is not in possession and seeks recovery of possession based on title, or (ii) a



serious cloud is cast on the plaintiffs' title by a *prima facie* superior or competing title requiring adjudication.

38. In the present case, the plaintiffs have produced a registered sale deed dated 05.02.2003 and have adduced revenue records evidencing possession. The trial Court, upon appreciation of evidence, has recorded a categorical finding that the plaintiffs were in possession as on the date of institution of the suit and that interference was established.

39. The defendants, though disputing the plaintiffs' title, claim under a sale deed dated 23.02.2005 executed by the very same vendor. Thus, both parties trace title to a common source. The defendants' transaction being subsequent in point of time, their claim does not *prima facie* constitute a superior title so as to cast a genuine cloud over the earlier conveyance in favour of the plaintiffs. A mere denial of title or setting up of a



subsequent sale deed does not automatically compel the plaintiff to seek declaratory relief.

40. A “cloud on title” arises when the defendant asserts a title which is either independent of or *prima facie* superior to that of the plaintiffs, and which, if left unchallenged, may affect the plaintiff’s ownership. In the present case, the defendants have not demonstrated a better or antecedent title. On the contrary, their right flows from the same vendor and is admittedly later in point of time. Therefore, the dispute essentially relates to priority and possession rather than adjudication of an independent and complex title.

41. As regards the plea relating to identity of the property, the trial Court has recorded a finding, based on the schedule descriptions and evidence on record, that the properties claimed by the parties are distinct. The plaintiffs’ sale deed schedule tallies with the layout plan produced at Ex.P-11, and the defendants have failed to



produce an approved layout plan or survey sketch to substantiate overlapping identity. In such circumstances, the dispute raised by the defendants cannot be characterized as so complicated or substantial as to necessitate a comprehensive declaratory suit.

42. It is also pertinent to note that defendant No.1, the common vendor, did not contest the suit. The contest is only between rival purchasers. When an earlier purchaser in possession seeks to protect that possession against interference by a subsequent purchaser claiming under the same vendor, a suit for injunction simpliciter is an appropriate and efficacious remedy.

43. The law does not compel a plaintiff to seek a declaration merely because the defendant disputes title. The Court must examine whether the dispute is bona fide and whether adjudication of title is indispensable for granting relief. In the present case, since the plaintiffs have established possession and have produced a prior



registered sale deed, and since the defendants' claim is subsequent and unsupported by complete foundational documents, the relief of injunction can be effectively granted without a declaration.

44. Therefore, in the facts and circumstances of the case, this Court is of the considered view that the suit for bare injunction was maintainable and was not liable to be dismissed on the ground that declaratory relief was not sought.

Accordingly, Point No.(iv) is answered in the ***Affirmative***, holding that the suit for injunction simpliciter was maintainable.

Finding on Point No.(v):

45. In an appeal under Section 96 CPC, this Court, being the final Court of fact, is indeed empowered to reappreciate the entire evidence on record. However, interference with the findings of the trial Court is



warranted only when such findings are shown to be perverse, contrary to evidence, based on no evidence, or founded upon an erroneous application of settled legal principles.

46. On careful and independent re-evaluation of the oral and documentary evidence, this Court finds no such infirmity in the reasoning adopted by the trial Court while answering Issue Nos.1 and 2.

47. The trial Court has placed reliance on the registered sale deed dated 05.02.2003 (Ex.P-2), the registered General Power of Attorney dated 15.12.1999, and the agreement of sale with possession dated 06.12.1999. These documents form the backbone of the plaintiffs' claim. The Court has not accepted the plaintiffs' case mechanically; rather, it has examined the recitals, boundaries, and identification of the property in detail. It has also considered the layout plan marked at Ex.P-11 and recorded a specific finding that the schedule in the sale



deed corresponds with the layout plan. This finding is based on documentary evidence and cannot be characterized as speculative or conjectural.

48. Further, the trial Court has taken into account the property tax extracts and tax paid receipts (Exs.P-4 and P-5) in corroboration of possession. Though such documents are not documents of title, they are relevant pieces of evidence to demonstrate possession. The Court has appreciated them in the proper perspective and has not treated them as conclusive proof of ownership.

49. The criticism that the trial Court ignored the defendants' sale deed dated 23.02.2005 is unfounded. The Court has specifically noted that the defendants' sale deed is subsequent in point of time to the plaintiffs' registered sale deed. The principle of priority, flowing from Section 48 of the Transfer of Property Act, has been implicitly applied while evaluating the rival claims. The trial Court has rightly observed that a subsequent conveyance cannot



defeat an earlier registered conveyance in respect of the same property.

50. The contention regarding invalidity of the GPA on the ground of registration at Hosur has also been considered. The trial Court has not committed any legal error in treating the registered GPA as a valid instrument, particularly in the absence of challenge from the principal (defendant No.1). There is no statutory prohibition against registration of a power of attorney at a place other than where the property is situated. Hence, the conclusion drawn by the trial Court does not suffer from misapplication of law.

51. The finding on identification of property is also based on comparative assessment of boundaries and documentary evidence. The defendants, though asserting that their site forms part of an approved layout, failed to produce the approved layout plan or conversion order. The trial Court has rightly drawn an adverse inference in this



regard. Such an inference is permissible under Section 114(g) of the Evidence Act when a party withholds best available evidence.

52. It is equally significant that defendant No.1, the common vendor, did not contest the suit. The contesting defendants have not produced any cogent material to establish that the plaintiffs were not in possession as on the date of suit. The trial Court's conclusion that interference was established is supported by the pleadings and evidence.

53. A finding can be termed "perverse" only when it is such that no reasonable person, acting judicially and properly instructed in law, could have arrived at that conclusion. In the present case, the conclusions drawn by the trial Court are not only plausible but are firmly rooted in documentary evidence and settled legal principles. Even if two views were possible, the view adopted by the trial Court, being reasonable and supported by evidence, does



not warrant substitution merely because the appellate Court might be inclined to take a different view.

54. Therefore, this Court finds that the findings recorded by the trial Court on Issue Nos.1 and 2 do not suffer from perversity, misappreciation of evidence, or erroneous application of law. The judgment reflects proper appreciation of evidence and correct application of legal principles governing injunction suits and priority of transfers.

Accordingly, Point No.(v) is answered in the ***Negative***, holding that no interference is called for under Section 96 CPC and the conclusions of the trial Court deserve to be affirmed.

55. For the foregoing reasons, this Court proceeds to pass the following:

ORDER

(i) The appeal is ***dismissed***;



(ii) The judgment and decree dated 08.01.2010 passed in O.S.No.9668/2006 by the Trial Court decreeing the suit for permanent injunction in favour of the plaintiffs, is hereby confirmed;

Sd/-
(SACHIN SHANKAR MAGADUM)
JUDGE

CA
List No.: 1 Sl No.: 8