



NC: 2026:KHC:11527
RFA No. 2017 of 2017
C/W RFA No. 255 of 2026
RFA No. 256 of 2026
AND 1 OTHER

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 24TH DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MR. JUSTICE M.G.S. KAMAL
REGULAR FIRST APPEAL NO. 2017 OF 2017

C/W

REGULAR FIRST APPEAL NO. 255 OF 2026

REGULAR FIRST APPEAL NO. 256 OF 2026

REGULAR FIRST APPEAL NO. 259 OF 2026

IN RFA No. 2017/2017

BETWEEN:

SRI SRINIVASAN J.,
AGED ABOUT 43 YEARS,
S/O SRI V.JAYARAM,
R/AT NO.21,
GURUMURTHY STREET, ULSOOR,
BENGALURU-560 008.

...APPELLANT

(BY SRI. S KALYAN BASAVARAJ.,ADVOCATE)

AND:

1. SRI. SRIRAMA REDDY
AGED ABOUT 61 YEARS,
S/O SRI CHANDRA REDDY
NO.113/5, OLD MADRAS ROAD,
ULSOOR,
BENGALURU -560 008.





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2. SMT. PUTTAMMA
AGED ABOUT 59 YEARS,
W/O SRI C. CHINNAPPA,
PUTTAMMA RESIDENCE,
14TH CROSS, OPP: MALNAD APTS,
BYRASANDRA MAIN ROAD,
BENGALURU - 560 075.
3. SRI C. CHINNAPPA
AGED ABOUT 71 YEARS
S/O CHOWDAPPA
SINCE DEAD REPRESENTED BY HIS LR'S
- 3(a) SRI. K.C. RAMESH
AGED ABOUT 55 YEARS
S/O LATE CHINNAPPA
- 3(b) SRI. K.C. VENUGOPAL
AGED ABOUT 52 YEARS
S/O LATE CHINNAPPA
- BOTH ARE R/AT
"PUTTAMMA RESIDENCE"
14TH CROSS, OPP: MALNAD APARTMENTS
BYRASANDRA MAIN ROAD
BENGALURU - 560 075.
4. SRI M. SRIDHAR
AGED ABOUT 51 YEARS
S/O SRI NARASAPPA
NO.195, 3RD CROSS,
CAMBRIDGE LAYOUT,
ULSOOR,
BENGALURU 560 008.
5. SMT. N. PREMA
AGED ABOUT 45 YEARS
W/O SRI N. SRIDHAR
NO.195, 3RD CROSS,



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CAMBRIDGE LAYOUT,
ULSOOR,
BENGALURU 560 008.

...RESPONDENTS

(BY SRI. SREERAMA REDDY S M.,ADVOCATE FOR C/R1, R2
R4 & R5 (CP NO.1171/17 & ALSO FOR R3(A & B))

THIS RFA IS FILED UNDER SEC.96 R/W ORDER XLI
RULE 1 OF CPC., AGAINST THE JUDGMENT AND DECREE
DATED 14.08.2017 PASSED IN OS NO.8412/2006
(CLUBBED WITH OS-2633, 2634 & 3877/12) ON THE FILE
OF THE X ADDL. CITY CIVIL AND SESSIONS JUDGE,
BANGALORE, DISMISSING THE SUIT FOR DECLARATION
AND INJUNCTION.

IN RFA NO. 255/2026

BETWEEN:

SRI. SRINIVASAN J.,
S/O V. JAYARAM
AGED ABOUT 56 YEARS,
R/A NO 21, GURUMURTHY STREET ULSOOR
BENGALURU-560 008.

...APPELLANT

(BY SRI. S KALYAN BASAVARAJ.,ADVOCATE)

AND:

1. SMT. PUTTAMMA
W/O SRI. C. CHINNAPPA
AGED ABOUT 78 YEARS,
R/AT NO. 195, 3RD CROSS,
CAMBRIDGE LAYOUT, ULSOOR,
BENGALURU - 560 008.
2. SMT. VENKATAMMA
W/O THOTI MUNIYAPPA,
D/O CHICHIGA @ CHICHAPPA,



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AGED ABOUT 85 YEARS,
R/AT NO. 80 (OLD), NEW NO.1,
BENNAGANAHALLI,
DOORAVANINAGAR POST
BENGALURU - 560 016.

3. SRI L. NARAYANAPPA
S/O CHICHIGA @ CHICHAPPA
AGED ABOUT 65 YEARS,
R/AT NO.44./1
BYRASANDRA VILLAGE,
C.V. RAMANAGAR POST
BENGALURU - 560 093.
4. SMT. RAJAMMA
D/O LATE SMT. CHINNATHAYAMMA
AGED ABOUT 53 YEARS
5. SRI RAMESH
S/O LATE SMT. CHINNATHAYAMMA
AGED ABOUT 50 YEARS

RESPONDENT NOS.3 & 4 ALL
R/AT BYRASANDRA VILLAGE,
C.V. RAMAN NAGAR POST
BENGALURU - 560 093.

6. SRI BABU
S/O LATE SMT. NAGAMMA AND
LATE SRI VENAKTARAMANAPPA
AGED ABOUT 46 YEARS
7. SRI KESHAVA
S/O LATE SMT. NAGAMMA AND
LATE SRI VENKATARAMANAPPA,
AGED ABOUT 40 YEARS
8. LAKSHMIDEVI
D/O LATE SMT. NAGAMMA AND LATE
SRI VENKATARAMANAPPA
AGED ABOUT 40 YEARS



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RESPONDENT NOS. 6 TO 8 ALL
R/AT NO. 44, BYRASANDRA VILLAGE,
C.V. RAMAN NAGAR POST
BENGALURU - 560 093.

...RESPONDENTS

(BY SRI. SREERAMA REDDY, S.M.,ADVOCATE FOR R1)

THIS RFA IS FILED UNDER SEC.96 R/W ORDER XLI RULE 1 OF CPC., CALL FOR RECORD IN THE O.S. NO.2634/2012 ON THE FILE OF HON'BLE OF THE X ADDL. CITY CIVIL AND SESSIONS JUDGE, AT BENGALURU (CCH-26); B) SET ASIDE THE JUDGMENT AND DECREE DATED 14.08.2017 O.S. NO.2634/2012 (CLUBBED WITH OS.NO.8412/2006, 2633/2012 AND 3877/2012) IN ON THE FILE OF HON'BLE OF THE X ADDL. CITY CIVIL AND SESSIONS JUDGE, AT BENGALURU (CCH-26).

IN RFA NO. 256/2026

BETWEEN:

SRI. SRINIVASAN J.,
S/O V. JAYARAM
AGED ABOUT 56 YEARS
R/AT NO. 21 GURUMURTHY STREET
ULSOOR,
BENGALURU-560 008.

...APPELLANT

(BY SRI. S KALYAN BASAVARAJ.,ADVOCATE)

AND:

1. SRI. SRIRAMA REDDY
S/O. CHANDRA REDDY
AGED ABOUT 68 YEARS,
R/AT NO. 113/5, OLD MADRAS ROAD,
ULSOOR, BENGALURU - 560 008.
2. SMT. VENKATAMMA
W/O THOTI MUNIYAPPA,



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D/O CHICHIGA @ CHICHAPPA,
AGED ABOUT 85 YEARS,
R/AT NO. 80 (OLD), NEW NO. 1,
BENNAGANAHALLI,
DOORAVANINAGAR POST,
BENGALURU-560 016.

3. SRI L. NARAYANAPPA
S/O CHICHIGA @ CHICHAPPA,
AGED ABOUT 65 YEARS,
R/AT NO. 44/1,
BYRASANDRA VILLAGE,
C.V. RAMAN NAGAR POST,
BENGALURU - 560 093.
4. SMT. RAJAMMA
D/O LATE SMT. CHINNATHAYAMMA,
AGED ABOUT 53 YEARS.
5. SRI RAMESH
S/O LATE SMT. CHINNATHAYAMMA,
AGED ABOUT 50 YEARS.

RESPONDENT NO.4 & 5 ALL R/AT:
BYRASANDRA VILLAGE
C.V.RAMAN NAGAR POST,
BENGALURU- 560 093.

6. SRI BABU
S/O LATE SMT. NAGAMMA AND
LATE SRI VENKATARAMANAPPA
AGED ABOUT 46 YEARS
7. SRI KESHAVA
S/O LATE SMT. NAGAMMA AND
LATE SRI VENKATARAMANAPPA,
AGED ABOUT 40 YEARS
8. LAKSHMIDEVI
D/O LATE SMT. NAGAMMA AND
LATE SRI VENKATARAMANAPPA



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AGED ABOUT 40 YEARS

RESPONDENT NOS. 6 TO 8 ALL
R/AT NO. 44,
BYRASANDRA VILLAGE,
C.V. RAMAN NAGAR POST,
BENGALURU - 560 093.

...RESPONDENTS

(BY SRI. SREERAMA REDDY, S.M.,ADVOCATE FOR R1)

THIS RFA IS FILED UNDER SEC.96 R/W ORDER XLI RULE 1 OF CPC., CALL FOR RECORD IN THE O.S. NO.3877/2012 ON THE FILE OF HON'BLE OF THE X ADDL. CITY CIVIL AND SESSIONS JUDGE, AT BENGALURU (CCH-26); B) SET ASIDE THE JUDGMENT AND DECREE DATED 14.08.2017 O.S. NO.3877/2012 (CLUBBED WITH OS.NO.8412/2006, 2634/2012 AND 2633/2012) IN ON THE FILE OF HON'BLE OF THE X ADDL. CITY CIVIL AND SESSIONS JUDGE, AT BENGALURU (CCH-26).

IN RFA NO. 259/2026

BETWEEN:

SRI. SRINIVASAN J.,
S/O V JAYARAM
AGED ABOUT 56 YEARS
R/A NO. 21, GURUMURTHY STREET
ULSOOR, BENGALURU-560 008.

...APPELLANT

(BY SRI. S KALYAN BASAVARAJ.,ADVOCATE)

AND:

1. SMT. N. PREMA
W/O N. SRIDHAR,
AGED ABOUT 58 YEARS,
R/AT NO.195, 3RD CROSS,
CAMBRIDGE LAYOUT,



ULSOOR, BENGALURU - 560 008.

2. SMT. VENKATAMMA
W/O THOTI MUNIYAPPA,
D/O CHICHIGA @ CHICHAPPA,
AGED ABOUT 85 YEARS,
R/AT NO. 80 (OLD), NEW NO. 1,
BENNAGANAHALLI,
DOORAVANINAGAR POST,
BENGALURU-560 016.
3. SRI L. NARAYANAPPA
S/O CHICHIGA @ CHICHAPPA,
AGED ABOUT 65 YEARS,
R/AT NO.44/1, BYRASANDRA VILLAGE,
C.V. RAMAN NAGAR POST,
BENGALURU-560 093.
4. SMT. RAJAMMA
D/O LATE SMT. CHINNATHAYAMMA,
AGED ABOUT 53 YEARS
5. SRI RAMESH
S/O LATE SMT. CHINNATHAYAMMA,
AGED ABOUT 50 YEARS

RESPONDENT NO.4 & 5 ALL
R/AT BYRASANDRA VILLAGE,
C.V. RAMAN NAGAR POST,
BENGALURU-560 093.

6. SRI BABU
S/O LATE SMT. NAGAMMA AND
LATE SRI VENKATARAMANAPPA
AGED ABOUT 46 YEARS



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7. SRI KESHAVA
S/O LATE SMT. NAGAMMA AND
LATE SRI VENKATARAMANAPPA
AGED ABOUT 40 YEARS

8. LAKSHMIDEVI
D/O LATE SMT. NAGAMMA AND
LATE SRI VENKATARAMANAPPA
AGED ABOUT 40 YEARS

RESPONDENT NOS.6 TO 8 ALL
R/AT NO. 44, BYRASANDRA VILLAGE,
C.V. RAMAN NAGAR POST,
BENGALURU - 560 093.

...RESPONDENTS

(BY SRI. SREERAMA REDDY., S.M., ADVOCATE FOR R1)

THIS RFA IS FILED UNDER SEC.96 R/W ORDER XLI
RULE 1 OF CPC., CALL FOR RECORD IN THE O.S.
NO.2633/2012 ON THE FILE OF HON'BLE OF THE X ADDL. CITY
CIVIL AND SESSIONS JUDGE, AT BENGALURU (CCH-26); B)
SET ASIDE THE JUDGMENT AND DECREE DATED 14.08.2017
O.S. NO.2633/2012 (CLUBBED WITH OS.NO.8412/2006,
2634/2012 AND 3877/2012) IN ON THE FILE OF HON'BLE OF
THE X ADDL. CITY CIVIL AND SESSIONS JUDGE, AT
BENGALURU (CCH-26).

THESE APPEALS, COMING ON FOR FURTHER HEARING,
THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE M.G.S. KAMAL



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ORAL JUDGMENT

These appeals are by one Srinivasan J, who is the plaintiff in O.S.No.8412/2006 and defendant No.8 in O.S.No.2633/2012, O.S.No.2634/2012 and O.S.No.3877/2012 being aggrieved by the judgment and order dated 14.08.2017 on the file of the X Additional City Civil and Sessions Judge, Bangalore (hereinafter referred to as trial Court for brevity). The above suit in O.S.No.8412/2006 is filed by the appellant/plaintiff seeking relief of declaration of his title in respect of land bearing Sy.No.51/1, MR No.12/2005-2006, measuring 5^{1/2} guntas situated at Byrasandra Village, K.R.Puram Hobli, Bangalore East (formerly South) Taluk, bounded on East by: Appanna's and Chinnappa's property, West by: road and remaining portion of the property, North by: remaining portion of the property, South by: HAL compound (hereinafter referred to as suit property) and for the consequential relief of mandatory injunction directing the defendants to demolish the unauthorised construction put up by them on the suit property and to deliver vacant possession and for permanent injunction.



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2. Case of the plaintiff is that originally dry land bearing Sy.No.51/1, measuring 1 acre 5 guntas of Byrasandra Village, K.R.Puram Hobli, Bangalore East Taluk belonged to one Chichiga also known as Cheechappa also known as Lachappa. That after his demise, the said property was succeeded by his legal heirs namely, Smt.Venkatamma, Smt.Nagamma, Smt.Muniyamma, Sri. L. Narayanappa, Smt. Chinnathayamma and others. That a compromise decree was obtained by the said legal heirs in a suit O.S.No.7166/1995, in terms of which an extent measuring 11 guntas of land, forming part of Sy.No.51/1 was allotted to the share of Smt.Chinnathayamma and her children. The said Smt.Chinnathayamma and her children have sold the suit property in favour of Sri.D.Nagaraj, in terms of deed of sale dated 28.01.2006 who in turn sold it to plaintiff in term of deed of sale dated 24.07.2006. That defendants without having any manner of right, title, interest over the suit property are in unauthorised possession of the same claiming to have purchased the property from one L. Narayanappa and others and that they have put up



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temporary shed over the portion of said property. Hence, the suit.

2.1. A written statement is filed by the defendants. While denying the plaint averments it is specifically contended that land in Sy.No.51/1 of Byrasandra Village measuring 1 acre 5 guntas was Inam land, occupancy rights of which was registered in the name of one Chichiga, son of Munivenkatappa under the provisions of Mysore (Personal and Miscellaneous Inam Abolition) Act, 1954. That Chichiga son of Munivenkatappa died *intestate* on 25.04.1969 leaving behind his only son Sri. L.Narayanappa who succeeded to his entire estate. That Sri. L Narayanappa had formed a layout consisting of residential sites of different dimensions. He had executed irrevocable power of attorney in favour of one Periyanaayagam on 27.12.1986 in respect of Site No.15 coming within HAL's Sanitary Board with Khata No.159/1 and had also executed a sale agreement and affidavit representing the said site forming part in parcel of land in Sy.No.51/1 and had delivered the possession of the same to his power of



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attorney/Periyanayagam by receiving the entire sale consideration.

2.2. Said Periyanayagam, representing L. Narayanappa sold the said site No.15 in favour of one M. K. Mahadevan in terms of deed of sale dated 01.07.1991 who in turn sold the same in favour of Srirama Reddy the defendant No.1 under deed of sale dated 26.06.2003, pursuant to which Khata has been registered in the name of defendant No.1. He has been paying the property tax. The said property is leased out to one M/s JMC Construction Co. Ltd. Thus, the defendant No.1 is in possession and enjoyment of the same.

2.3. That L. Narayanappa had also sold another site No.17 in favour of one Suryanarayana Rao in terms of deed of sale dated 25.05.1987, who in turn sold the said site No.17 in favour of one G. Ramesh under deed of sale dated 10.01.2005. After payment of betterment charges, Bangalore Mahanagara Palike has transferred/registered the khata in his favour. Said G Ramesh in turn sold the Site No.17 in favour of defendant No.2 /Smt.Puttamma under the deed of sale dated 09.01.2006. Consequent whereof her name has been registered in the



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records of Bangalore Mahanagara Palike and she has also leased out the said property to one M/s JMC Construction Company Limited.

2.4. That L. Narayanappa sold Site No.16 in favour of defendant No.5/Smt.N Prema under the deed of sale dated 01.06.1987. That after collection of betterment charges, her name is now reflected in the revenue records of Bangalore Mahanagara Palike.

2.5. Things stood thus, L. Narayanappa along with some persons by name Smt.Rajamma, Sri. Ramesh, Smt. Shankaramma, Smt.Muniyamma and Smt. Chinnathayamma in collusion had filed a suit in O.S. No.7166/1995 claiming to be the children/ descendants of Chichiga, entitled for partition and separate possession of the land in Sy.No.51/1 and have entered into a compromise on 28.06.1996. That as on that date of the said suit, L. Narayanappa had sold the entire extent of 1 acre 5 guntas of land in Sy.No.51/1 after forming a layout consisting of 26 sites as far back as in the years 1984 to 1987. The said sites were sold to various persons including the defendants. Neither



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plaintiff nor his predecessor-in-title, had no right whatsoever in respect of any portion of land in Sy.No.51/1.

2.6. That based on the said fraudulent compromise decree dated 28.06.1996 in O.S.No.7166/1995 revenue authorities changed the mutation in respect of land in Sy.No.51/1 in favour of parties to suit vide M.R.No.6/1996-1997 as per Ex.D92. That a sketch was enclosed to the compromise decree as per Ex.D35 in terms of which 12 guntas of land is stated to have been allotted to the share of Smt.Venkatamma ('A' schedule), 11 guntas of land is stated to have been allotted to share of Smt. Nagamma ('B' schedule). Another extent of 11 guntas of land is stated to have been allotted to share of Smt.Chinathayamma ('C' schedule) and another extent of 11 guntas of land is said to have been allotted to Sri.L. Narayanappa ('D' schedule).

2.7. That if the sketch produced in the said suit in O.S.No.7166/1995 as per Ex.D35 is perused carefully and tallied with the layout plan prepared by said L.Narayanappa, site No.15 belonging to defendant No.1/ Sri.Srirama Reddy, Site No.16 belonging to defendant No.5/ Smt.N.Prema, and



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Site No.17 belonging to defendant No.2/Smt. Puttamma, which are located at the eastern edge of the total property, form part of portion allegedly allotted to the share of Smt.Chinnathayamma as 'C' schedule measuring 11 guntas.

2.8. That as admitted in the plaint, after demise of Smt.Sri.Chinnathayamma, her legal representatives namely, Sri. Ramesh and Smt.Rajamma have sold 5 guntas of land out of 11 guntas in 'C' schedule to one Sri.D. Nagaraj, who in turn has sold the same in favour of the plaintiff. Defendants have acquired the right, title, interest in respect of site Nos.15, 16 and 17 formed by L. Narayanappa as stated above. As such, the claim of the plaintiff over the site, belonging to the defendants is untenable.

2.9. It is further contented that in respect to site Nos. 14 and 18, the predecessors in title of the plaintiffs, namely, Ramesh and Rajamma, have executed separate deeds of confirmation confirming the sale deeds executed by L.Narayanappa and his successor in title in favour of purchasers of site No.14 and site No.18 as per the layout plan and they have stated that they have not received any consideration to



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execute the said deeds of confirmation. Thus, the defendants having purchased the sites, as above have been in lawful possession and enjoyment of the same, which form part of Sy.No.51/1, through and under L. Narayanappa and his successors in title. Hence, sought for dismissal of the suit.

3. Sri. Srirama Reddy, defendant No.1 in the above suit has filed a separate suit in O.S.No.3877/2012 against Smt.Venkatamma, Sri.L. Narayanappa, Smt.Rajamma, Sri.Ramesh, Sri.Babu, Sri.Keshav, Smt.Lakshmidevi and Sri.Srinivasan J, the plaintiff herein, seeking following relief;

"(1) Declaring that the plaintiff is the sole and absolute owner in possession and enjoyment of the Suit Schedule property which is part and parcel of the land in Sy.No.51/1 of Byrasandra Village, Bangalore East Taluk.

(ii) declaring that the Compromise preliminary Decree dtd.28-06-1996 passed in OS. No.7166/1995 on the file of the Addl. City Civil Judge (CCH-13), Bangalore city and Final decree dtd.06-08-2011 passed in FDP.No.89/2011 on the file of the Addl. City Civil Judge (CCH-13), Bangalore City and the transaction of Sale Deed dtd.24-7-2006 executed in favour of the 8th Defendant are not binding on the plaintiff in respect of the suit schedule property.

(iii) restraining the Defendants or their agents or any person claiming under or through them from interfering with the plaintiff's peaceful possession and enjoyment of the Schedule property by the plaintiff,

(iv) to grant the costs of the suit



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(v) to pass such other order/s or grant such other relief/s as deemed fit in the facts and circumstances of the case and in the interest of justice, equity and law."

4. The averments made in the said plaint are similar to that of the written statement filed in O.S.No.8412/2006. Therefore, the same are not repeated.

5. Similarly, defendant No.2/Smt. Puttamma has also filed suit in O.S.No.2634/2012 against same persons seeking following reliefs;

"(i) Declaring that the plaintiff is the sole and absolute owner in possession and enjoyment of the Suit Schedule property which is part and parcel of the land in Sy.No.51/1 of Byrasandra Village, Bangalore East Taluk,

(ii) declaring that the Compromise preliminary Decree dtd.28-06-1996 passed in OS.No.7166/1995 on the file of the Addl. City Civil Judge(CCH-13), Bangalore city and Final decree dtd.06-08-2011 passed in FDP.No.89/2011 on the file of the Addl. City Civil Judge(CCH-13), Bangalore City and the transaction of Sale Deed dtd.24-7-2006 executed in favour of the 8th Defendant are not binding on the plaintiff in respect of the suit schedule property.

(iii) restraining the Defendants or their agents or any person claiming under or through them from interfering with the plaintiff's peaceful possession and enjoyment of the Schedule property by the plaintiff,

(iv) to grant the costs of the suit

(v) to pass such other order/s or grant such other relief/s as deemed fit in the facts and circumstances of the case and in the interest of justice, equity and law."



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6. So also defendant No.5/Smt. N. Prema, has filed suit in O.S.No.2633/2012 seeking following reliefs;

"(i) Declaring that the plaintiff is the sole and absolute owner in possession and enjoyment of the Suit Schedule property which is part and parcel of the land in Sy.No.51/1 of Byrasandra Village, Bangalore East Taluk,

(ii) declaring that the Compromise preliminary Decree dtd.28-06-1996 passed in OS.No.7166/1995 on the file of the Addl. City Civil Judge(CCH-13), Bangalore city and Final decree dtd.06-08-2011 passed in FDP.No.89/2011 on the file of the Addl. City Civil Judge (CCH-13), Bangalore City and the transaction of Sale Deed dtd.24-7-2006 executed in favour of the 8th Defendant are not binding on the plaintiff in respect of the suit schedule property.

(iii) restraining the Defendants or their agents or any person claiming under or through them from interfering with the plaintiff's peaceful possession and enjoyment of the Schedule property by the plaintiff,

(iv) to grant the costs of the suit

(v) to pass such other order/s or grant such other relief/s as deemed fit in the facts and circumstances of the case and in the interest of justice, equity and law."

7. That Sri. Srinivasan J, the plaintiff in O.S. No.8412/2006 has filed written statement reiterating the averments made by him in the said plaint. Therefore, the same is not repeated.

8. Trial Court framed the following Issues in the aforesaid suits.



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ISSUES IN O.S.No.8412/2006

1. Whether the plaintiff proves that he is the owner of the schedule Property as against the defendant?
2. Whether the plaintiff is entitled for the relief of mandatory injunction to direct the defendant for demolishing the constructions made on the schedule property?
3. Whether the plaintiff is entitled for the recovery of possession of the schedule property?
4. Whether the plaintiff is entitled for the relief of permanent injunction to restrain the defendants from interfering with plaintiff's possession & enjoyment of the schedule property?
5. What order?

ISSUES IN O.S.No.2633/2012

1. Whether the plaintiff proves that she is the owner and possessor of the suit property by virtue of sale deed dt:1.7.1987?
2. Whether the plaintiff proves that defendant No.1 had alienable right to execute the sale deed and that she is bonafide purchaser of the suit property?

ISSUES IN O.S.No.2634/2012

- 1) Whether the plaintiff proves that she is the owner and possessor of the suit property by virtue of sale deed date: 9.1.2006?
- 2) Whether the plaintiff proves that her vendor G.Ramesh had right to execute the sale deed and that she is bonafide purchaser of the suit property?

ISSUES IN O.S.No.3877/2012

- 1) Whether the plaintiff proves that he is the owner and possessor of the suit property by virtue of sale deed dt: 26.6.2003?



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- 2) Whether the plaintiff proves that his vendor M.K. Mahadevan had right to execute the sale deed and that he is bonafide purchaser of the suit property?

**COMMON ISSUES IN O.S.No.2633/2012,
O.S.No.2634/2012 & O.S.No. 3877/2012**

- 3) Whether the plaintiff proves that the compromise decree in O.S.No.7166/95 and final decree in FDP No.89/2011 are not binding upon her?
- 4) Whether the plaintiff proves that the alleged illegal interference of defendants?
- 5) Whether the defendant No.1 proves that the land in Sy.No.51/1 was divided and partitioned in 1996 and she was put in possession of 1/4th share in the said land in the said land in 1996?
- 6) Whether defendant No.1 proves, that she is owner and possessor of suit property and that suit property is part and parcel of the land allotted to her share in a partition decree?
- 7) Whether the plaintiff is entitled for the reliefs claimed?
- 8) What decree or order?"

The above suits were taken up for common trial and the common disposal.

9. Plaintiff/Srinivasan J has examined himself as PW1 and exhibited seven documents marked as Ex.P1 to Ex.P7. Five witnesses have been examined on behalf of defendants as DW1 to DW5 and have exhibited 155 documents marked as Ex.D1 to Ex.D155.



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10. On appreciation of evidence, the trial Court has answered the issues as under;

O.S.No.8412/2006

Issue No.1:- In the negative;
Issue No.2:- In the negative;
Issue No.3:- In the negative;
Issue No.4:- In the negative;
Issue No.5:- As per final order;

O.S.No.2633/2012

Issue No.1:- In the affirmative;
Issue No.2:- In the affirmative;

O.S.No.2634/2012

Issue No.1:- In the affirmative;
Issue No.2:- In the affirmative;

O.S.No.8477/2012

Issue No.1:- In the affirmative;
Issue No.2:- In the affirmative;

**COMMON ISSUES IN O.S.No.2633/2012,
O.S.No.2634/2012 & O.S.No.3877/2012**

Issue No.3:- In the affirmative;
Issue No.4:- In the affirmative;
Issue No.5:- In the negative;
Issue No.6:- In the negative;
Issue No.7:- In the affirmative;
Issue No.8:- As per final order."

and consequently dismissed the suit of the plaintiff in O.S.No.8412/2006 and has decreed the suit of the defendants as under;

"The suit of plaintiff in O.S.No.8412/2006 is dismissed.



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The suits of Plaintiff in O.S.No.2633/2012, O.S.No.2634/2012 & O.S.No.3877/2012 are hereby decreed as under:-

It is decreed and declared that plaintiff in O.S.No.2633/2012 is absolute owner in possession of site No.16 situated within the boundaries mentioned in the plaint.

It is decreed and declared that plaintiff in O.S.No.2634/2012 is absolute owner in possession of site No.17 situated within the boundaries mentioned in the plaint.

It is decreed and declared that plaintiff in O.S.No.3877/2012 is absolute owner in possession of site No.15 situated within the boundaries mentioned in the plaint.

It is further decreed and declared that the compromise preliminary decree dated 28-06-1996 passed in O.S.No.7166/1995, final decree dated 06-08-2011 passed in FDP No.89/2011 and sale deed dated 24-07-2006 executed in favour of 8th defendant are not binding upon the plaintiff.

Consequently, the defendants or their agents or anybody else on their behalf are hereby permanently restrained from interfering with the plaintiff's peaceful possession & enjoyment of the suit schedule property.

Both parties are directed to bear their own costs.

Keep original of the judgment in O.S.No.8412/2006 and copies in O.S.No.2633/2012, 2634/2012 & 3877/2012.

Draw decree accordingly."

11. Being aggrieved by the aforesaid common judgment and decree dated 14.08.2017, plaintiff filed a single appeal in RFA No.2017/2017 which was admitted on 13.12.2017. Since a technical objection was raised of he not



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having filed separate appeals in respect of the separate decree passed in O.S No.2633/2012, in O.S.No.2634/2012 and in O.S.No.3877/2012, he filed a separate appeals in RFA No.255/2026, RFA No.256/2026 and RFA No.259/2026. Though there was a delay in filing these appeals and in view of the same being a technical in nature, the delay is condoned.

12. With the consent of the learned counsel for the parties, matters are admitted and taken up for final disposal.

13. Learned counsel Sri.C.Kalyan Basavaraj, appearing for the plaintiff/appellant in these appeals, submits;

13.1 That the Trial Court at the outset has committed a grave error in not framing the issue with regard to the very identity of the property.

13.2 That said land in Sy.No.51/1 originally measures 1 acre 5 guntas belonging to Chichiga. Upon his demise, the same was succeeded by his son and four daughters namely, Smt.Venkatamma, Smt.Nagamma, Smt.Muniyamma, Sri. L. Narayanappa, Smt. Chinnathayamma. That they having filed the suit in O.S.No.7166/1995 for partition and having entered



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into compromise as per Ex.D34, each of them became entitled for certain portion of land. That Schedule 'C' portion of land in terms of which Smt. Chinnathayamma was allotted an extent of land measuring East to West: 82 feet, North to South: on the eastern side 148 feet and on the Western side 132 feet which measures 11 guntas. He submits that the property purchased by the plaintiff measuring $5\frac{1}{2}$ guntas formed part of Sy.No.51/1 which was allotted to the share of Smt. Chinnathayamma in terms of a compromise decree that was arrived in O.S. No.7166/1995.

13.3 He submits that a sketch was also enclosed to the said compromise specifically demarcating the suit property. That the nature of land as on the date of entering into compromise was agricultural vacant land and revenue records were in the name of the vendors of the plaintiff. That the plaintiff also had made an application for mutation of his name, which was accordingly done. Thus he submits, plaintiff has proved



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his title as well as the title of his vendors' possession duly reflected in the revenue records.

13.4 He submits since the plaintiff has proved his claim of he being the owner of the said extent of land, the burden of proving the ownership shifts on to the defendants who have set up an independent title in respect of the same portion of the land, by referring the site Nos.15, 16 and 17.

13.5 He submits perusal of the deeds of sale under which the defendants claim to have purchased the property in site Nos.15, 16 and 17 does not even remotely suggest that the same formed part of land in Sy.No.51/1.

13.6 He submits that the number and descriptions of the property cannot under any circumstances be held to be forming part of the land bearing Sy.No.51/1.

13.7 That without averting to this crucial aspect of the matter, the trial Court has erred in dismissing the



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suit of the plaintiff and decreeing the suit of the defendants, is his submission.

Therefore, he submits the appeals deserves to be allowed, setting aside the judgment and decree passed by the trial Court granting the decree as sought for.

14. In response, learned counsel appearing for the defendants, taking this Court through the records and deposition, submits;

14.1 That the very plaintiff himself in his deposition has admitted to the fact of he being aware of property purchased by the defendants referred to by the Site Nos.15, 16 and 17 forming part of Sy.No.51/1. He submits the plaintiff is also aware of the fact that Sri.L Narayanappa had formed the layout consisting of 26 sites and had sold sites to different persons.

14.2 He refers to a document at Ex.P125 which is a Memorandum of Understanding dated 28.08.1998 entered into between Sri.L. Narayanappa, Smt.Venkatamma, Smt.Nagamma, Sri.Ramesh, Smt.Rajamma, Sri.Venkataramanappa being the legal



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heirs of Chichiga entering into compromise with one of the site owner, namely, Sri. D. Jagannath and they admitting to the fact of several sites having been formed in Sy.No.51/1 and sold to the persons named in the said document.

14.3 He also refers to several suit filed by the purchasers like that of the defendants produced at Ex.D126 series and also to the compromise that was entered into in one of those suits as per Ex.D127, wherein parties therein including the legal heirs of Chichiga admitted to the fact that the land in Sy.No.51/1 had been sold in the form of sites by Sri.L. Narayanappa and some of them receiving the consideration for confirming the title conferred by Sri.L Narayanappa in favour of said persons.

14.4 He refers to the complaint that had been filed by the defendants before the Baiyappanahalli Police Station as per Ex.D40 against the plaintiff herein, who according to them had allegedly interfering in their possession of Site Nos. 15, 16 and 17 by writing on



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the walls of the building existing thereon about the number of the present suit.

14.5 He also refers to a communication that was sent by the Baiyappanahalli Police to the concerned Tahsildar, K.R.Puram Hobli, Bangalore East Taluk as per Ex.D41, who narrating the contents of the complaint and the enquiry held by him and had requested the Tahsildar to conduct the mahazar. Ex.D42 is the mahazar which is drawn by the revenue officers who have according to him found the sites being claimed by the defendants forming part of Sy.No.51/1 consisting of the houses thereon.

14.6 He also refers to Ex.D43 the revenue proceedings in RRT No.22/2006-2007 dated 30.11.2006 on the file of Tahsildar, Bangalore East Taluk, K.R.Pura wherein the request made by the plaintiff herein for registration of his name in the revenue records were declined in the light of pendency of suit in O.S.No.8412/2006. He also refers to Ex.D46 an agreement of sale dated 27.12.1986



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which was entered into between Sri.L.Narayanappa and Sri.Periyanayagam as well as the affidavit and the irrevocable power of attorney at Ex.D47 to contend that what was conveyed by Sri.L. Narayanappa is part of the Sy.No.51/1.

14.7 He also refers to Ex.D124 pointing out that the plaintiff himself has executed confirmation deed in favour one of the purchaser/defendant No.1 confirming the site purchased by him formed part of Sy.No.51/1.

14.8 Thus, relying upon the aforesaid documents he submitted that the trial Court has committed no error in dismissing the suit of the plaintiff and decreeing the suit of the defendants declaring them to be owners of the property in Site Nos.15, 16 and 17.

15. Heard. Perused the records.

16. Points that arise for consideration is;

"(i) Whether the plaintiff/Srinivas J has proved and established that he being the owner in possession of land bearing Sy.No.51/1 measuring $5\frac{1}{2}$ of guntas



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having purchased the same from his vendor Sri.D Nagaraju @ Nagarajaiah in terms of deed of sale dated 24.07.2006, who in turn had purchased the same from Ramesh son of Chinnathayamma in terms of deed of sale dated 28.01.2006?.

(ii) Whether the plaintiff is entitled for the possession and mandatory injunction as sought for?

(iii) Whether the defendants have proved that they are the absolute owners in possession of the Site Nos. 15, 16, 17 respectively which form part of Sy.No.51/1 having purchased the same under the deeds of sale as narrated in the written statement?"

17. It is nobody's case that Chichiga possessed any land other than land measuring 1 acre 5 guntas in Sy.No.51/1. There is no dispute of the fact that Chichiga passed away leaving behind Sri.L. Narayanappa and other daughters who were the parties in the suit in O.S.No.7166/1995 which was decreed in terms of the compromise entered into.

18. The question that emanates from the pleading, evidence and the submissions made by the counsel for the parties is whether Sri.L Narayanappa had indeed formed the layout and had sold the same consisting of various sites to various persons including the defendants. If this question is answered, it becomes convenient to advert to the points framed herein above.



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19. Plaintiff though has pleaded in the plaint that he acquired right, title, interest over the suit property through and under defendant No.3/Chinnathayamma, who was allotted 11 guntas of land forming 'C' schedule to the compromise decree dated 28.06.1996 drawn in O.S.No.7166/1995, interestingly at paragraph 5 of the plaint in O.S.No.8412/2006 has pleaded, "that the defendants are in unauthorised possession of the scheduled property and they are claiming to have purchased the said property from one Sri.L. Narayanappa and others and they have put up temporary sheds over the portion of the said land".

20. This pleading by the plaintiff himself indicate that he is in the know-how of defendants claiming their title over the suit property through and under L. Narayanappa.

21. Deposition of the plaintiff who has examined himself as PW1 also become relevant. In the cross-examination recorded on 20.07.2009, he has admitted to the existence of the houses and the buildings as shown/depicted in the photographs at Ex.D1 to D7. He has pleaded ignorance as to



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the number of buildings existing on the entire land in Sy.No.51/1. He has also pleaded ignorance as to who are the parties to original suit in OS No.1766/1995. He has voluntarily stated that except the suit property measuring $5\frac{1}{2}$ guntas of land, layout was formed for the remaining survey numbers. He has further categorically deposed that *"now I have learnt site Nos.15, 16 and 17 are carved out in Sy.No.51/1 and said sites are part and parcel of schedule property"*.

22. In the light of the aforesaid unambiguous categorical admission made by the plaintiff himself on oath before the Court, regarding site Nos.15, 16 and 17 forming part of suit schedule property there remains nothing further to be looked at with regard to the vehement contention urged by the learned counsel for appellant with regard to existence and identification of the property claimed by the defendants. Said question becomes redundant, since the plaintiff himself is aware that the property being claimed by the defendants is Site Nos.15, 16 and 17 forming part of land in Sy.No.51/1, it goes without saying that the said sites were sold by L.Narayanappa



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during the year 1985-86 close to two decades prior to plaintiff purchasing the same.

23. The next obvious question therefore would arise when L.Narayanappa has admittedly sold out the entire extent of land in Sy.No.51/1 whether a compromise that was entered into amongst the family members of Chichiga has any legal semblance. Answer is obviously `No'. Since L.Narayanappa sold away the entire extent of land to various purchasers in the form of 26 residential sites, there remained nothing for the family members either to claim any share or to enter into any compromise. This has been rightly taken note of by the trial Court while dismissing the suit of the plaintiff and decreeing the suit of defendants warranting no further examination.

24. Further documentary evidence referred to by the learned counsel for defendants also indicate L. Narayanappa conveying entire land in Sy.No.51/1 to various purchasers in the form of sites.

25. For the aforesaid reasons point Nos.1 to 2 is answered in the negative and point No.3 is answered in the affirmative. Appeals fail and stand dismissed.



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26. Since the plaintiff who is the subsequent purchaser through and under L.Narayanappa, claimed to be bonafide purchaser is at liberty to seek such remedy as may be permissible as against his vendor.

**Sd/-
(M.G.S. KAMAL)
JUDGE**

RU/SBN
List No.: 1 Sl No.: 14