



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 26TH DAY OF MARCH, 2026

BEFORE

THE HON'BLE MR. JUSTICE R. NATARAJ

REGULAR FIRST APPEAL NO. 1902 OF 2023 (PAR)

BETWEEN:

1. SRI. R. DINESH
S/O LATE RUDRAPPA
AGED ABOUT 52 YEARS,
2. R. JAGADEESH
S/O LATE RUDRAPPA,
AGED ABOUT 48 YEARS,
3. SMT. GANGAMMA
D/O LATE RUDRAPPA,
AGED ABOUT 39 YEARS,

ALL ARE R/AT NO.133,
R.K.ROAD, 8TH CROSS,
KADIRENAHALLI,
BENGALURU - 560070.

...APPELLANTS

(BY SRI. G.B. MANJUNATHA, ADVOCATE)

AND:

1. NAGARAJU
S/O KARADAPPA,
AGED ABOUT 65 YEARS,
2. SMT. ERAMMA,
W/O NAGARAJU,
AGED ABOUT 62 YEARS,

RESPONDENT NOS.1 AND 2
R/AT NO.9, KATERAMMA LAYOUT,
4TH MAIN, KOTHNUR VILLAGE,

Digitally
signed by
HEMALATHA J
Location:
HIGH COURT
OF
KARNATAKA



NC: 2026:KHC:17341
RFA No. 1902 of 2023

8TH PHASE, J.P. NAGAR,
BENGALURU - 560 078.

3. THE BANK MANAGER,
CANARA BANK,
NO.285, 24TH MAIN, 15TH CROSS,
J.P. NAGAR II PHASE,
BENGALURU - 560078

...RESPONDENTS

(BY SRI. MUTHURAJU H., ADVOCATE FOR RESPONDENT NOS.1 AND
2;

SRI. C. VINAY SWAMY, ADVOCATE FOR RESPONDENT NO.3)

THIS RFA IS FILED UNDER SECTION 96 READ WITH ORDER
XLI RULES 1 AND 2 OF THE CODE OF CIVIL PROCEDURE, 1908,
AGAINST THE JUDGMENT AND DECREE DATED 03.07.2023 PASSED
IN O.S NO.935/2021 ON THE FILE OF THE XXXIX ADDITIONAL CITY
CIVIL AND SESSIONS JUDGE (CCH-40), BENGALURU CITY, PARTLY
DECREEING THE SUIT FOR PARTITION.

THIS APPEAL, COMING ON FOR HEARING, THIS DAY,
JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE R. NATARAJ

ORAL JUDGMENT

The plaintiffs in O.S No.935/2021 on the file of the XXXIX
Additional City Civil and Sessions Judge, Bengaluru City, have
filed this appeal challenging the judgment and decree dated
03.07.2023, by which their suit for partition and separate
possession in respect of three items of suit properties was



decreed in part and the suit in so far as item No.2 of the suit properties was dismissed.

2. The parties shall henceforth be referred to as they were arrayed before the Trial Court. The appellants herein were the plaintiffs while the respondents herein were the defendants before the Trial Court.

3. The suit in O.S No.935/2021 was filed for partition and separate possession of the plaintiffs' 1/3rd share each in the suit schedule properties and to declare the sale deed executed by the parents of the plaintiffs dated 13.04.2012 in favour of the defendant No.2 as not binding upon them. Since this appeal is only in respect of the dismissal of the suit in so far as the suit schedule item No.2 property is concerned, the facts henceforth stated is only in respect of item No.2 of the suit schedule properties.

4. Plaintiffs claimed that the suit schedule item No.2 was land bearing Sy. No.139/1 measuring 05 guntas of land situate in Yadavanahalli, Attibele hobli, Anekal Taluk. They claimed that their mother had filed O.S No.903/1993 before the



Court of Munsiff and JMFC., Anekal, for a declaration that she had perfected her title to the suit schedule property by adverse possession and for permanent injunction. The said suit was decreed by the Trial Court in terms of the order dated 25.01.1994 (decree signed on 31.01.1994), by which she derived 05 guntas of land in Sy. No.139. They claimed that the defendant No.1, was a friend of their father and was also working in Bharat Sanchar Nigam Limited, where his father was working. They alleged that the defendant No.1 used to visit their house often and was a well-wisher of the family. They claimed that their parents trusted the defendant No.1 but he fraudulently and illegally obtained a sale deed dated 13.04.2012 in respect of the suit schedule item No.2 in the name of his wife. The plaintiffs claimed that their parents did not execute a sale deed on their own accord but were misled by the defendant No.1 as at the relevant time, there was no necessity for the plaintiffs' parents to sell the suit schedule item No.2. With these contentions, the plaintiffs claimed that they were not bound by the sale deed dated 13.04.2012 and that they are entitled to a share in the suit schedule item No.2 property.



5. The suit was contested by the defendant Nos.1 and 2, who contended that the suit schedule item No.2 is the self acquired property of the mother of the plaintiff Nos.1 to 3, namely Smt. Siddarajamma and that she sold it for a valuable sale consideration of Rs.6,50,000/- to the defendant No.2 in terms of a sale deed dated 13.04.2012. They claimed that the father of the plaintiff Nos.1 to 3 had also consented to the said sale by attesting the document as a consenting witness. They, therefore, contended that the sale deed dated 13.04.2012 is binding upon the plaintiffs and they are not entitled to a share in the suit schedule item No.2.

6. Based on these contentions, the Trial Court framed the following issues:

- "1. Whether the plaintiffs prove that suit schedule properties have been purchased by their parents?*
- 2. Whether the plaintiffs prove defendant No.1 played fraud and undue influence upon Rudrappa and Siddarajamma i.e., parents of the plaintiffs and inserted his name as nominee?*



3. *Whether the plaintiffs prove defendant No.1 played fraud and undue influence upon Rudrappa and Siddarajamma i.e., parents of the plaintiffs and got executed register sale deed dated 13.04.2012 in favour of defendant No.2?*
4. *Whether the Court fee paid by the plaintiff is sufficient?*
5. *Whether the plaintiffs proves that they have got 1/3rd share in the suit schedule properties?*
6. *What reliefs plaintiffs are entitled?*
7. *What order or decree?"*

7. In support of the case of the plaintiffs, the plaintiff No.1 was examined as PW.1 and he marked Exhibits P1 to P20. He examined PW.2, who was a neighbour of the plaintiffs. The defendant No.1 was examined as DW.1 and he marked Exhibits D1 to D13.

8. Based on the oral and documentary evidence, the Trial Court held that the mother of the plaintiffs had filed suit in O.S No.903/1993 against one Mr. R. Muniyappa before the Court of Munsiff and JMFC., Anekal, to declare that she had perfected her title to the suit schedule property by adverse



possession and for perpetual injunction, which culminated in a compromise on 25.01.1994 in terms of which, the plaintiffs' mother was given away 05 guntas of land in Sy. No.139 of Yadavanahalli village i.e. suit schedule item No.2. The Trial Court, therefore, held that the plaintiffs' mother was the full and absolute owner of the suit schedule item No. 2. It also noticed the evidence of PW.1, who deposed in his cross-examination that he did not know about the decree passed in O.S No.903/1993 and even termed the compromise reported in O.S No.903/1993 as fraudulent. He also denied that his mother had acquired title to the suit schedule item No.2 property in terms of a decree passed in O.S No.903/1993 and that it was the self-acquisition of his mother. The Trial Court, therefore, held that there was no evidence adduced to believe that the defendant No.1 had obtained the sale deed dated 13.04.2012 in respect of the suit schedule item No.2 in the name of his wife fraudulently or by coercion, threat or undue influence or misrepresentation. The Trial Court also held that the sale deed was executed by the mother of the plaintiffs in favour of the defendant No.2 on 13.04.2012, but the suit for declaration that the sale deed is not binding upon the plaintiffs was filed in the



year 2021, which was hopelessly barred under Articles 58 and 59 of the Limitation Act, 1963 and consequently, dismissed the suit in so far as item No.2 of the suit schedule properties is concerned and decreed the suit in so far as item Nos.1 and 3 of the suit schedule properties are concerned. Being aggrieved by the said judgment and decree, the plaintiffs are before this Court.

9. The learned counsel for the plaintiffs contended that the suit schedule item No.2 property was cultivated by the plaintiffs and that the suit in O.S No.903/1993 was filed on behalf of the family and culminated in a compromise by which 05 guntas of land was given away to the mother of the plaintiffs and therefore, it had to be construed as a property belonging to the joint family. As a result, he contends that the plaintiffs' mother and father alone could not have conveyed the suit schedule item No.2 property without the consent of the plaintiffs. He also contended that the defendant No.1 had received a sum of Rs.6,00,000/- as loan from the parents of the plaintiff which is evident from Exhibit P9. He contends that the said amount was paid back to the parents of the plaintiffs



after the execution of the sale deed meaning thereby that defendant No.1 did not have sufficient funds to purchase the said property and hence, the sale deed dated 13.04.2012 executed in favour of defendant No.2 was without consideration and that the defendant No.1 had taken undue advantage of his proximity with the parents of the plaintiffs. He also contends that there was no need for the family to encumber the suit schedule item No.2 as the family was affluent. With these contentions, the learned counsel for the plaintiffs submitted that the Trial Court must have decreed the suit in respect of suit schedule item No.2 also.

10. Per contra, the learned counsel for defendant Nos.1 and 2 submitted that the suit is highly belated inasmuch as the parents of the plaintiffs had executed the sale deed in respect of suit item No.2 in favour of defendant No.2 on 13.04.2012. The plaintiff No.1 deposed that he was already earning in the year 2012 and the other plaintiffs were also capable of challenging the alienation made in favour of the defendant Nos. 1 and 2. However, they did not take any steps during the lifetime of their parents to challenge the sale deed dated



13.04.2012. He contends that the parents of the plaintiffs did not challenge the sale deed dated 13.04.2012 if it was obtained fraudulently by the defendants 1 and 2. As a matter of fact, he contends that the father of the plaintiffs was also a consenting witness to the sale deed dated 13.04.2012, thereby ruling out any foul play. He, therefore, contends that the plaintiffs were ill-advised to file a suit for declaration that the sale deed dated 13.04.2012 is not binding upon them in the year 2021. He submits that a perusal of the entire plaint does not disclose as to when exactly, the plaintiffs came to know about the sale deed dated 13.04.2012 and how the defendant Nos.1 and 2 had played fraud in obtaining the sale deed dated 13.04.2012. He also submitted that when the plaintiff pleads fraud, he has to give necessary particulars as provided under Order VI Rule 4 of CPC. He, therefore, contends that the suit filed by the plaintiffs is speculative and is with an oblique intent to make unlawful gain. He also submitted that the plaintiffs have not mentioned in the plaint that the suit schedule item No.2 was cultivated by the family and that the grant of suit item No.2 by the compromise in O.S.No.903/1993 enured to the benefit of the family. He, therefore, contends that the suit is mischievous



insofar as suit schedule item No.2 property is concerned and is designed only to harass and compel the defendant Nos.1 and 2 to part with the suit item No.2 property. He, therefore prays and submits that the Trial Court was right in dismissing the suit insofar as suit schedule item No.2 property is concerned.

11. I have considered the submissions of the learned counsel for the plaintiffs and the learned counsel for the defendant Nos.1 and 2.

12. The only point that arises for consideration in this appeal is:

Whether the plaintiffs had placed enough material on record to establish that the sale deed dated 13.04.2012 was obtained by the defendant nos.1 and 2 fraudulently and also whether the plaintiffs are entitled to a share in the suit schedule item No.2 property?

13. A perusal of the plaint shows that the plaintiffs merely claimed that the defendant Nos.1 and 2 brainwashed their parents and betrayed their trust in obtaining an illegal sale deed dated 13.04.2012. They have not set out the



circumstances under which the defendant Nos.1 and 2 obtained the sale deed dated 13.04.2012. They have also not set out the means adopted by the defendant Nos.1 and 2 to obtain the sale deed dated 13.04.2012. They have also not set out the fraud allegedly played by defendant Nos.1 and 2 in obtaining the sale deed dated 13.04.2012. A reading of the plaint shows that the same is drafted casually without giving material particulars as to when and how the defendant Nos.1 and 2 played fraud on the parents of the plaintiffs.

14. It is also relevant to note that the parents of the plaintiffs were alive till the year 2018. However, there is not a scrap of paper from the year 2012 till the year 2018 to show that the parents of the plaintiffs had ever considered the sale deed dated 13.04.2012 as fraudulent or that the defendant Nos.1 and 2 had obtained such a sale deed fraudulently. It is undisputed that the suit schedule item No.2 property was obtained by the mother of the plaintiffs in a compromise in O.S No.903/1993, in terms of which, the mother of the plaintiffs was given away the said property. Therefore, the plaintiffs cannot contend that the suit schedule item No.2 property was a



property that belonged to the family and that the compromise decree enured to the benefit of the family. In addition, it is seen from the evidence of PW.1 that he did not accept the fact that the suit item No.2 property was derived by his mother in a compromise reported in O.S No.903/1993. He also did not accept the fact that his mother had filed a suit in O.S No.903/1993 for declaration that she had perfected her title by adverse possession. PW.1 deposed that he was earning from the day he attained the age of 22 years. He deposed in his cross-examination as follows:

"ನಾನು 22ನೇ ವಯಸ್ಸಿನವನಿದ್ದಾಗಿನಿಂದ ದುಡಿದು ಸಂಪಾದನೆ ಮಾಡುತ್ತಿದ್ದೇನೆ. ನನಗೆ ಅಸಲು ದಾವಾ ನಂ.903-1993 ರಲ್ಲಿಯ ಡಿಕ್ರಿಯ ಪ್ರಕಾರ ನನ್ನ ತಾಯಿಗೆ ಬಂದಿರುತ್ತದೆ ಅಂತ ಅಂದರೆ ಮೋಸತನದಿಂದ ಮಾಡಿಸಿಕೊಡಿರುತ್ತಾರೆ ಅಂತ ನುಡಿದಿರುತ್ತಾರೆ. ನನ್ನ ತಾಯಿ ಯಾವುದೇ ಸಂಪಾದನೆ ಮಾಡುತ್ತಿರಲಿಲ್ಲ ಮತ್ತು ಕೆಲಸಕ್ಕೆ ಹೋಗುತ್ತಿರಲಿಲ್ಲ ಹೀಗಾಗಿ ದಾವಾ ಐಟಂ ನಂ.2 ಅವಳು ಸಂಪಾದನೆ ಮಾಡಿದ ಆಸ್ತಿಯಾಗಿರಲಿಲ್ಲ, ಸದರಿ ರಾಜಿ ಡಿಕ್ರಿಯ ಪ್ರಕಾರ ದಾವಾ ಐಟಂ ನಂ:2 ನನ್ನ ತಾಯಿಗೆ ಬಂದಿದ್ದು ಅವಳು 13 ವರ್ಷಗಳ ಕಾಲ ಅದರಲ್ಲಿ ವಾಸವಾಗಿದ್ದಳು ಅಂತ ಅನ್ನುವುದು ಸುಳ್ಳು. ದಾವಾ ಐಟಂ ನಂ.2 ನ್ನ ತಾಯಿಯ ಸ್ವಯಾರ್ಜಿತ ಸ್ವತ್ತು ಅನ್ನುವುದು ಸುಳ್ಳು. 1993 ರಲ್ಲಿ ನನಗೆ 23 ವರ್ಷ ವಯಸ್ಸು ಇತ್ತು."

"...ಅಸಲು ದಾವಾ ನಂ.903-1993ರ ಪ್ರಕಾರ ದಾವಾ ಸ್ವತ್ತು ನಂ.2 ನನ್ನ ತಾಯಿಗೆ ಬಂದ ಬಗ್ಗೆ ನಾನು ಒಪ್ಪಿಕೊಳ್ಳುವುದಿಲ್ಲ."



15. As regards the sale deed dated 13.04.2012, he deposited as follows:

"...ನನ್ನ ತಾಯಿ ಸಂಪೂರ್ಣ ಕ್ರಯದ ಹಣ ಪಡೆದುಕೊಂಡು ದಾವಾಸ್ವತ್ತು ನಂ.2 ನ್ನು ದಿ:13.04.2012 ರಂದು 2ನೇ ಪ್ರತಿವಾದಿಗೆ ಕೈ ಪತ್ರ ಬರೆದುಕೊಟ್ಟು ಮಾರಾಟ ಮಾಡಿದ್ದಾಳೆ ಅಂತ ಅನ್ನುವುದು ಸುಳ್ಳು. ಸದರಿ ಕ್ರಯಪತ್ರಕ್ಕೆ ನನ್ನ ತಂದೆ ಸಹಿ ಮಾಡಿದ್ದಾರೆ ಅಂತ ಅನ್ನುವುದು ಸುಳ್ಳು. ಸದರಿ ಕ್ರಯದ ಮೊಬಲಗನ್ನು ನನ್ನ ತಾಯಿ ಬ್ಯಾಂಕಿನಲ್ಲಿ ಠೇವಣಿ ಇಟ್ಟಿದ್ದಳು ಅಂತ ಅನ್ನುವುದು ಸರಿಯಲ್ಲ."

16. Therefore, PW.1 himself is oblivious of the title of his mother to the suit schedule item No.2 property. He, therefore, cannot contend that the said property was cultivated jointly by their family and that the compromise in O.S No. 903/1993 enured to the benefit of the family.

17 (i). PW.2 who is the neighbour of the plaintiffs, who purportedly had received a message from the defendant No.1 on his WhatsApp, attaching a file containing an affidavit as at Exhibit P18. A perusal of Exhibit P18, which is the affidavit purportedly sent by the defendant No.1 to PW.2 only shows that the defendant No.1 had called upon the plaintiffs to ratify the said deed dated 13.04.2012. This document reinforces the



case of the defendants than that of the plaintiffs. The other document that the plaintiffs pressed into service was Exhibit P9, which purportedly was a loan agreement dated 13.06.2008 executed by the defendant No.1 in favour of the mother of the plaintiffs whereby he had received a sum of Rs.6,00,000/-. It is contended that the defendant No.1 did not have funds as the sum of Rs.6,00,000/- was paid long after the sale deed dated 13.04.2012 was executed and therefore, the sale deed dated 13.04.2012 was not executed for consideration. As stated earlier, the plaintiffs' parents did not challenge the sale deed dated 13.04.2012 till 2018 when they were alive. Therefore, to now accept the case of the plaintiffs that the said sale deed was obtained fraudulently would be too preposterous and the sale deed in favour of the defendant No.1 cannot be upset on the claim of the plaintiffs that the defendants did not have money to pay the parents of the plaintiffs.

(ii). Therefore, there was no material furnished by the plaintiffs to establish that the sale deed dated 13.04.2012 in favour of the defendant No.2 was obtained fraudulently by the defendant No.1 and hence, the plaintiffs were not entitled to



upset the sale deed and were not entitled to a share therein. The Trial Court has carefully considered the evidence on record and has rightly returned a finding that the plaintiffs are bound by the sale deed dated 13.04.2012 and are not entitled to a share therein. Even otherwise the plaintiffs who had come of age in the year 2012 could not have waited for nine years to file a suit for declaration that the sale deed dated 13.04.2012 was not binding on them and therefore, the suit was ex-facie barred by the law of limitation.

In that view of the matter, this appeal lacks merit and is ***dismissed.***

In view of the disposal of the appeal, cost of Rs.2,000/- imposed by the order dated 12.03.2026 is waived.

Sd/-
(R. NATARAJ)
JUDGE