Karnataka Civil Judge (Mains) 2025

Law Paper II · compulsory paper

Framing of Issues and writing Judgment in Civil Cases. Instructions: Option is given to the candidates to write answers either in English or in Kannada. If there is any discrepancy or difference in the questions in English language and Kannada language, questions as framed in English language shall prevail.

1) Frame proper and necessary issues on the basis of the following pleadings: 10 Marks

GIST OF THE PLAINT

The plaintiff instituted a suit under Section 26, read with Order VII Rule 1 of the Code of Civil Procedure, 1908, as under:

The plaintiff filed a suit against the defendants to declare that the plaintiff is the absolute owner and in possession of the suit schedule property, and for consequential relief of a permanent injunction.

Originally, the suit schedule property belonged to defendant No.2. The plaintiff purchased the suit schedule property under a registered sale deed executed on 25.12.1999 for valid consideration from defendant No.2. Defendant No.2 put the plaintiff in possession of the suit schedule property. By virtue of the registered sale deed, the plaintiff became the absolute owner and in peaceful possession and enjoyment of the suit schedule property since the date of its purchase. The plaintiff's name was entered in the revenue records as an owner and in possession. The defendants have no right, title, ownership or interest over the suit schedule property. At the instigation of defendant No.2, defendant No.1 came to the suit schedule property and made an unlawful attempt to trespass upon the suit schedule property and tried to dispossess the plaintiff from the suit schedule property. Due to the timely intervention of respectable persons in the locality, defendant No.1 went away. It is averred that defendant No.1 may come at any time and may try to dispossess the plaintiff from the suit schedule property. Thus, a cause of action arose for the plaintiff to file a suit for declaration and injunction. The plaintiff has paid the Court fees as per Section 24 of the Karnataka Court Fees and Suit Valuation Act, 1958. The Court has jurisdiction to entertain the suit. Hence, prays to decree the suit.

GIST OF THE WRITTEN STATEMENT UNDER ORDER VIII RULE 1 OF THE CODE OF CIVIL PROCEDURE

Defendant No.1 filed a written statement denying the averments made in the plaint. It is contended that the so-called sale deed executed by defendant No.2 in favour of the plaintiff was registered on 05.01.2000 by mentioning the date as 25.12.1999. It is contended that the said document was created with an ulterior motive to lay a false claim over the suit schedule property. It is contended that defendant No.2 sold a portion of the suit schedule property in favour of defendant No.1 for valuable consideration and executed a registered sale deed on 30.12.1999, and the possession was delivered by defendant No.2 in favour of defendant No.1. However, at the instigation of plaintiff, defendant No.2 and his wife filed a petition before the Revenue Authorities. The Revenue Authorities directed the defendants to approach the Civil Court, as the dispute between the parties is of civil in nature.

Defendant No.1 filed suit in O.S. No.20 of 2000 seeking a relief of declaration to declare that defendant No.1 is the absolute owner of the suit schedule property by virtue of the sale deed dated 30.12.1999 and consequential relief of possession, and also a permanent injunction, restraining defendant No.2 and his family members from interfering with the peaceful possession. The said suit was decreed, and there is no sale transaction, as alleged, between the plaintiff and defendant No.2, and

the registered sale deed executed by defendant No.2 in favour of the plaintiff is void, invalid and illegal. Hence, prays to dismiss the suit.

2) Frame proper and necessary issues on the basis of the following pleadings: 15 Marks

GIST OF THE PLAINT

The plaintiff instituted a suit under Section 26, read with Order VII Rule 1 of the Code of Civil Procedure, 1908, as under:

The plaintiff is the absolute owner and in possession of the suit schedule property. The defendant-Municipality Council agreed to sell the suit schedule property for a consideration of ₹1,00,000/- and plaintiff agreed to purchase the same for the said consideration. The plaintiff owns the property towards the eastern side of the suit schedule property, which he purchased from the defendant-Municipality Council under a Sale Certificate in which he is running a workshop. To expand his business, the plaintiff purchased the suit schedule property. The defendant-Municipality Council, in their Council Meeting held on 01.12.2025 passed a Resolution to sell the suit schedule property to the plaintiff for a sum of ₹1,00,000/- and recommended to the Government, and permission was also granted by the Government. The plaintiff paid ₹1,00,000/-, and possession of the suit schedule property was delivered to the plaintiff. Thus, the plaintiff is in possession of the suit schedule property. The defendant-Municipal Council tried to illegally dispossess the plaintiff from the suit schedule property. Hence, a cause of action arose for the plaintiff to file a suit. The plaintiff valued the suit properly and paid the necessary Court Fee under Section 26 of the Karnataka Court Fees and Suit Valuation Act, 1958, and the Court has jurisdiction to try the suit. Hence, prays to decree the suit.

GIST OF THE WRITTEN STATEMENT UNDER ORDER VIII RULE 1 OF THE CODE OF CIVIL PROCEDURE

The defendant-Municipal Council, filed a written statement denying the averments made in the plaint. It is contended that the plaintiff has furnished the wrong boundaries and extent of plaint schedule property. It is contended that the plaintiff is not in possession of the suit schedule property. It is contended that earlier there was a stone-roof house and subsequently, as the said house was in a dilapidated condition, the same was removed and now, a pucca building is being constructed by the Municipality to meet the needs of the public at large. The plaintiff is an utter stranger to the suit schedule property and was never in possession of the suit schedule property. There is no cause of action to file the suit, and the cause of action shown in the plaint is false and imaginary. It is contended that the suit filed by the plaintiff, for a mere permanent injunction without seeking a declaration, is not maintainable. Accordingly, prays to dismiss the suit with exemplary costs.

3) Write a judgment considering the below-mentioned (i) plaint, (ii) written statement, (iii) issues framed, (iv) documentary and (v) oral evidence: 75 Marks

I) Summary of the Plaint:

In the Court of Principal Senior Civil Judge and JMFC, Bengaluru

O.S. No.756 of 1986

BETWEEN:
Sri Khazi Mohammed Hussain
S/o. Dadasab
Age: Major,

Occ: Agarbatti Agent,
R/o. Nelamangala
Now residing at Chitradurga. ...Plaintiff

AND:

1. Fakira Chamansab
2. Abdul Mazeed
3. Abdul Salam
4. Mohammed Khaleel
5. Abdul Jabbar

All are major and by Occ: Agriculturists,
All are R/o. Nelamangala. ...Defendants

Date of Filing: 30.08.1986

Memorandum of Plaint under VII Rule 1 read with Section 26 of the Code of Civil Procedure, 1908

1. The plaintiff filed a suit for a declaration of title and for delivery of possession.

2. It is the case of the plaintiff that the suit-schedule properties are the agricultural lands bearing Sy.No.10 measuring 10 acres, and another land bearing Sy.No.20 measuring 30 guntas situated at Nelamangala, Bengaluru Rural District (more fully described in the Schedule).

3. It is the case of the plaintiff that the father of the plaintiff was a Khazi, and he was performing Khazi functions at Nelamangala till his death.

4. Plaintiff's mother's name is Mumtaz, who also died about a year back in Bengaluru. Defendants are very closely associated with the plaintiff's family. On 01.01.1950, the father of the plaintiff had executed a registered sale deed in favor of his wife, i.e., plaintiff's mother Mumtaz, instead of her mehar. The suit schedule properties are given to the plaintiff's mother. Since the date of mehar, the plaintiff's mother has been in exclusive possession and enjoyment over the suit schedule properties. All the suit schedule properties were personally cultivated by the plaintiff's mother till her death.

5. The father of the plaintiff died about 25 years back, and after his demise, his mother-Mumtaz lived in Nelamangala for about 2-3 years, and then the plaintiff and his mother left Nelamangala and temporarily settled at Chitradurga. Defendants' and plaintiff's families are close friends, and they are closely associated with each other. At the time of leaving Nelamangala, the defendants' father asked the plaintiff's mother and expressed their intention to cultivate the plaint schedule lands on a rental basis. As per their request, the mother of the plaintiff agreed to lease out the suit schedule properties for a sum of Rs.4,000/-, and on that day, a Kararu (Agreement) was executed by the defendant's father in favor of the plaintiff's mother.

6. In the year 1969, plaintiff's mother gave the suit schedule properties to one Zaheer Khan on rent for six years, and he agreed to pay Rs.2,000/- and on the same day, a kararu was executed.

7. In the year 1980, defendants cultivated the land for 4 years and agreed to pay Rs. 1,500/- rent for using the land. On that day, a kararu was also executed by the defendants in favour of plaintiff's mother and paid Rs.5,000/- as advance amount to her. The defendants are in permissive possession. The plaintiff's mother used to visit Nelamangala 2 to 3 times a year. The plaintiff's mother died on 05.01.1985, leaving behind the plaintiff as her sole legal heir. The plaintiff requested the defendants to vacate the suit schedule properties, but the defendants did not vacate the same.

8. Subsequently, within a week, a panchayat was held in the presence of respectable persons in the locality. In the panchayat, defendants agreed that the plaint schedule lands belong to the plaintiff and agreed to pay a lumpsum amount, but the plaintiff did not agree and demanded the lands back. Hence, the matter was not decided by the panchayath.

9. It is contended that the defendants have no manner of right over the plaint schedule properties. Though the plaintiff requested the defendants to vacate the suit schedule lands, the defendants refused to vacate the same. Hence, a cause of action arose for the plaintiff to file the suit for the declaration of title and possession.

Schedule 'A'

Agricultural land bearing Sy.No. 10 measuring 10 acres, situated at Nelamangala, Bengaluru Rural District bounded as follows:
East by: Land of Kamareddy;
West by: Land of Ramalingegowda;
North by: Village Road;
South by: Property belonging to Ramakka @ Rama;

Schedule 'B'

Agricultural land bearing Sy.No.20 measuring 30 guntas, situated at Nelamangala, Bengaluru Rural District bounded as follows:
East by: Land of Tippeswamy;
West by: Land of Kanakareddy;
North by: Gomala Land;
South by: Tank bund;

II] Gist of the written statement of Defendant No.1:

1. Defendant No. 1 filed a written statement admitting that plaintiff's father was the owner of the suit lands, and defendants 2 and 3 are the brothers and defendant No.4 is his brother's son.

2. It is contended that all the brothers, including himself, are still in a joint family, and their father owns 5 acres of land at Nelamangala, Bengaluru Rural and it is a joint, ancestral property and there is no partition effected in their family.

3. It is also contended that defendants are cultivating the land on rental basis and defendant No.1 and father of defendant No.4 executed a kararu in favor of plaintiff's mother. In the year 1980, defendants No.1 and 4 executed a kararu in favor of plaintiff's mother for a period of 4 months.

On these grounds, sought for dismissal of the suit.

III] Gist of the written statement of Defendant No.4:

1. Defendant No.4 filed a written statement denying the averments made in the plaint and it is also denied that the suit schedule properties are the personal properties of plaintiff's mother-Mumtaz and that the said properties were given by Dada Saheb, to his wife Mumtaz in lieu of her Mehar and they are in exclusive possession and enjoyment of the plaintiff's mother till her death.

2. It is also denied that the defendants cultivated the suit lands in the year 1980 for a period of four years agreeing to pay Rs.1,500/- as advance and executed the kararu and further, Mumtaz used to visit Nelamangala twice or thrice and further, it is contended that after the death of father of defendant No.4, the properties are being mutated in the name of defendant No.4.

3. It is contended that the properties were mortgaged to Nagaraj and Ramesh. It is contended that the suit schedule properties belong to the defendants, and the plaintiff is in no way concerned with the suit properties and contended that the plaintiff has forged the said documents and hence prays to dismiss the suit.

4. Defendant No.4 filed an application for amendment to the written statement. The said application was allowed, and the defendant No. 4 included Para Nos. x, y, z, in the amended written statement. It is contended that the vendee purchased the suit properties under the sale deed from Mumtaz, and the defendants' father was put in possession and enjoyment of the suit schedule properties, and he was in possession and enjoyment of the suit schedule properties till his death as an owner. Further, the defendants' father's brother sold 3 acres of land in Sy.No. 10 (out of total extent of 10 acres) in favor of a third party under a registered sale deed. The said third party sold the said land to an extent of 2 acres in favor of Smt. Ramizi Bi w/o Kasim Sab under a registered sale deed dated 24.04.1971. It is contended that third party and Ramizi Bi, who are the owners of land bearing Sy. No. 10 to an extent of 3 acres are also necessary and proper parties to the suit. Hence, it is contended that the suit filed by the plaintiff is not maintainable for non-joinder of necessary parties.

5. It is also contended that after 01.03.1974, there is no lease under the provisions of the Karnataka Land Reforms Act, 1961. If any such lease is created, it is in contravention of the said Act and the suit land vests with the State Government.

6. Hence, prayed to dismiss the suit.

IV] Gist of the rejoinder filed by the plaintiff:

1. The plaintiff filed a re-joinder to the amended written statement denying that the defendants' father purchased the suit lands from the plaintiff and his mother, and also they are put in possession of the suit schedule properties and also denied the execution of the thumb impression on the alleged agreement of sale.

2. It is contended that defendant No.4 and his brothers colluded with a third party and Ramizibi created some registered documents, and the said deeds will not confer any title upon the third party and Ramizibi.

3. Hence, prays to decree the suit with costs.

V] Issues

The Trial Court, based on the above said pleadings, framed the following issues:

(1) Whether the plaintiff proves that he is the son of Mumtaz?
(2) Whether the plaintiff further proves that Mumtaz was the owner of the suit schedule lands?
(3) Whether the plaintiff further proves that his said mother leased the suit lands to several persons and lastly to the defendants in the year 1980 for the period of 4 years for Rs. 1,500/- as alleged?
(4) Whether the 4th defendant proves that his father was the owner and enjoyer of the suit lands?
(5) Whether the 4th defendant proves alternatively that his title to the suit lands is perfected by adverse possession?
(6) Is there a cause of action for this suit?
(7) Whether the plaintiff is entitled to any of the reliefs sought?
(8) What about the costs of these proceedings?
(9) What order or decree?

VI] Additional Issues framed on 31.01.1996

(10) Whether the 4th defendant proves that his father by name Dodda Madarasab purchased the suit schedule property on 28.06.1946 from Mumtaz W/o Khaji Dada - Saheb as alleged in para 'x' of amended written statement?

(11) Whether the alleged agreement of sale or sale deed dated 28.06.1946 is barred by limitation?

VII] Additional Issues framed on 01.04.1997

(12) Whether the 4th defendant proves that Budenbee, W/o Rajasab has executed a will in favour of Dodda Madarasab in respect of 2 acres out of Sy. No. 10?

VIII] Summary of evidence of PW-1:

1. The suit schedule properties were owned by the husband of Mumtaz i.e., Dodda Sab, and he executed sale deed in favor of Mumtaz in consideration of her mehar. By virtue of said registered sale deed, Mumtaz became the absolute owner and in possession of the suit schedule properties. Said Mumtaz died leaving behind the plaintiff as her sole legal heir. The plaintiff inherited the properties after the demise of his mother Mumtaz.

2. It is the case of the plaintiff that, the mother of the plaintiff gave the land for cultivation on lease for a period of 8 years to one Rahim Sab in the year 1969 by way of kararu patra. The defendants have taken land for cultivation for a period of four years and executed a kararu. The plaintiff has produced kararu patra marked as Exs.P2 and P3 is the lease agreement in favor of one Rehaman Sab for a period of 8 years. The plaintiff has produced Exs. P2 and P3 to establish that the suit schedule properties were given on lease in favor of one Kadukolu Rehaman Sab of Nelamangala village for a period of 6 years and one in favor of Zinda Sab and Chahan Sab for a period of 4 years.

IX] Summary of evidence of PW-2:

PW.2, who was a tenant under the mother of the plaintiff as per Ex.P3, and he has deposed that after expiry of the lease period, he had redelivered the possession of the suit properties to the plaintiff's mother and the said land was fallow for 8 to 10 years.

It is contended that in the year 1980, the father of defendant No.4 had taken the suit schedule properties on lease and cultivated the land for a period of 4 years till 1984.

X] Summary of the documents / exhibits marked on behalf of plaintiff:

Exhibit P-1: It is the copy of the sale deed;
Exhibit P-2: Lease deed dated 12.02.1980;
Exhibit P-3: Lease deed dated 21.01.1969;
Exhibit P-4: Nikha register of plaintiff's mother;
Exhibit P-5: Nikha nama of Plaintiff's mother;
Exhibit P-6: Genealogy;
Exhibit P-7: Death Certificate of plaintiff's father;
Exhibit P-8: Sale deed;

XI] Summary of evidence of DW-1:

Defendant No.4 examined as DW.1 and he has deposed in his examination-in-chief, that his grandfather acquired the suit properties, but in the written statement, he has pleaded that his father acquired the properties under the deed dated 28.06.1946 as per Ex.D-4. Ex.D-4 is an unregistered

document, and the same is inadmissible in evidence, and further, the father of defendant No.4 did not acquire any title by virtue of Ex. D-4.

The said fact was denied by defendant No.4 and claimed that the defendants have acquired a title by virtue of deed as per Ex.D4. The entire defense of the defendant No.4 rests on Ex.D4. Whether Ex.D4 is an agreement of sale or a sale deed.

DW.1 has deposed that he does not know, and he has not made any attempt to know as to the nature of the said document.

XII] Summary of the documents / exhibits marked on behalf of Defendants:

Exhibits D-1 to D-3: Copy of the Patta books;
Exhibit D4: Agreement of sale;
Exhibit D4(a): LTM of Mumtaz;
Exhibit D5: Sale deed;
Exhibit D6: Mortgage Deed;

XIII] Gist of the arguments of the plaintiff:

Learned counsel for the plaintiff submits that the defendants are in possession of the suit schedule properties as tenants and they have executed lease deeds as per Exs.P2 and P3, and defendant No.4 claims that the defendants have acquired the title by way of adverse possession. He submits that defendant No.4 has not proved the ingredients of adverse possession i.e., the defendants must establish that when defendant Nos. 4 and 5 came into possession, what was the nature of their possession, whether the factum of possession was known to the plaintiff, how long their possession had continued, and their possession was open and undisturbed.

He submits that a person pleading adverse possession has no equities in his favour since he is trying to depict the right of the true owner, and it is for him to clearly plead and establish all the facts necessary to claim his adverse possession.

Defendant No.4 has not admitted the ownership of the plaintiff over the suit schedule properties, and defendant No.4 cannot claim adverse possession without admitting the ownership of the plaintiff over the suit schedule properties. He also submits that Ex.D-4 is surrounded by suspicious circumstances, i.e., the stamp paper was purchased on 25.06.1920, and the said document is alleged to have been executed on 28.06.1946. He further contended that drawing of a presumption under Section 90 of the Indian Evidence Act, 1872, is a discretion of the Court, and the said presumption is rebuttable.

[XIV] Gist of the argument of the defendants:

Learned counsel for the defendants submits that the defendants' father purchased the suit lands under an unregistered sale deed dated 28.06.1946, and the defendants father was put in possession under the said deed, and he has been in possession of the suit schedule properties since the date of purchase, as an owner. He also submits that after the demise of defendants' father, the defendants continued to be in possession of the suit schedule properties as the owners without interruption or obstruction for more than 50 years. Hence, the defendants have acquired the title by way of adverse possession. He also submits that the defendants, to prove the execution of Ex.D-4, examined the scribe. He also submits that the defendants have denied the execution of the lease alleged to have been executed by the defendants in favour of the plaintiff's mother. He submits that the defendants were never in possession of the suit schedule properties as tenants at any point in time. He also submits that

defendant No.4 produced Ex.D-4 to show the ownership over the suit properties, which was executed in the year 1946. A document which is more than 30 years old, a presumption has to be drawn under Section 90 of the Indian Evidence Act, 1872. Hence, he prays to dismiss the suit.

De Facto IAS