

KABR300004492023



**IN THE COURT OF V ADDITIONAL DISTRICT JUDGE,
BENGALURU RURAL, SITTING AT DEVANAHALLI.**

DATED THIS THE 03rd DAY OF FEBRUARY, 2026

:PRESENT:

SRI LAXMAN RAMU KURANE, *B.Com, LL.M.*,
V Additional District & Sessions Judge,
Bengaluru Rural, [to sit at Devanahalli].

Miscellaneous Appeal No.15018/2023

APPELLANTS/
PLAINTIFFS

:1] K.SURESH,
S/o K.LAKSHINARAYANA SETTY,
AGE : 67 YEARS,

2] SARASWATHI B.S.,
W/o K.SURESH,
AGE : 61 YEARS,

BOTH ARE R/AT No.245,
HEMA ENCLAVE,
3rd MAIN, CHAMARAJPET,
BENGALURU – 560 018.

Mr.NV - Advocate

V/s

RESPONDENTS/
DEFENDANTS

: 1] R.GAYATHRI,
W/o RAJA,
D/o M.RAMACHANDRAPPA,
AGE : 41 YEARS,

2] M.RAMACHANDRAPPA,
S/o MUNISWAMAPPA,
AGE : 70 YEARS,

BOTH ARE R/AT BYCHAPURA,
ANNESWARA POST,
DEVANAHALLI, BENGALURU
RURAL DISTRICT – 562 110.

Mr.BSN - Advocate

JUDGMENT

Being aggrieved by the Order dated 25.03.2023 passed on IA No.I in OS No.1168/2022 on the file of learned III Addl. Senior Civil Judge and JMFC, Devanahalli, the plaintiffs have preferred this appeal under Order 43 Rule 1[r] of C.P.C., praying to allow the appeal and set-aside the Trial Court Order.

2. Appellants are the plaintiffs and respondents are the defendants before the Trial Court. Hence, parties are referred to with their Trial Court rank for clarity.

3. Trial Court dismissed the plaintiffs' application in IA No.I in respect of suit schedule property and restrained the defendants, their agents, legal heirs or

anybody claim their right through them from alienating said property till disposal of the suit. Hence, the plaintiffs have preferred this appeal on the following grounds:-

The Trial Court at Para 8 of the Impugned Order has erred in observing that, the appellants have failed to produce any document to show the existence of the suit schedule property. It is pertinent to note that, the suit schedule property is comprised in the larger extent of land bearing Sy.No.50 of Bychapura village. The recitals and contents of the agreement to sell expressly and without any ambiguity narrate and describe the extent and boundaries of the suit schedule property. The application and necessary documents submitted for obtaining 11 E sketch demonstrates the existence of the suit schedule property. Further, the revenue records with respect to the land bearing Sy.No.50 of Bychapura village, confirm the ownership and possession of the respondents regarding the said parcel of land, comprising of the suit schedule property.

3[1] Further, the respondents have not denied their title and interest with respect to the land bearing Sy.No.50 of Bychapura village. Upon perusal of the photographs produced by the appellants, it is evident that, the appellants have received the physical possession of the suit schedule property and also performed certain rituals, which confirms the existence and delivery of physical possession of the suit schedule property.

3[2] Further, the Trial Court has also erred in holding that, the appellants have not produced any such prima-facie materials to substantiate the payment of part of sale consideration amount as had been asserted in the plaint. The fact that, the respondents have issued endorsement and executed three agreements to sell confirming the receipt of the part sale consideration in tranches aggregating to the tune of Rs.5,45,000/- for sale of the suit schedule property does not require any further documents or evidence to demonstrate the part payments made by the appellants towards the sale consideration for

purchase of the suit schedule property. Further, the agreement to sell dated 19.04.2019 confirms the receipt of the earnest sale consideration of Rs.5,45,000/- towards sale of the suit schedule property in favour of the appellants.

3[3] The Trial Court at para 9 of the Impugned Order has erred in observing that, the appellants have not provided any satisfactory explanation or reason to await for more than one decade to execute the registered sale deed in pursuance of the agreement of sale. The appellants have produced three agreements to sell since 30.11.2012, which demonstrates that, the appellants have time deed in their favour with respect to the suit schedule property. The respondents have making false assurances and misrepresentation have delayed the execution of the sale deed as contemplated under the agreement to sell mentioned supra. The suit schedule property being comprised in the agricultural land bearing Sy.No.50 could not have been registered in favour of the appellants [being

non-agriculturists] until the provisions under Karnataka Land Reforms [Amendment] Act, 2020, coming into effect. Subsequently, the appellants commenced the procedure for obtaining the 11 'E' sketch with respect to the suit schedule property to enable the appellants to purchase the suit schedule property and thereby, the appellants have diligently exercised their rights and interests under the agreements to sell.

3[4] The appellants further submitted that, the appellants having furnished all the necessary documents and evidences to establish that, the appellants have received the physical possession of the suit schedule property under the part performance of the obligations by the respondents under the agreements to sell mentioned supra, there is a need for this Court to intervene and extend necessary protection for appellants to ensure that, their peaceful possession is not hindered in any manner whatsoever until disposal of the suit. It is further submitted that, upon careful consideration of the

antecedents exhibited by the respondents since execution of the agreement to sell dated 30.11.2012, it is clear from the actions of the respondents that they recognized the validity and enforcement of the agreement to sell dated 30.11.2012 by receiving further earnest and advance sale consideration from time to time, and executing necessary documents and endorsements confirming the rights of the appellants and their obligation to execute a registered sale deed in favour of the appellants. It is pertinent to note that, the respondent No.1 being the current legal owner of the land bearing Sy.No.50 of village Bychapura, has not been a part of any professional engagement entrusted by the respondent No.2 with the appellant No.1 and thereby, mere bald allegations that, the appellant No.1 obtained the signature of the respondent No.1 under misrepresentation is farfetched and untenable.

3[5] The order of Trial Court is bad in law and same is not maintainable and order of Trial Court is liable to be set-aside. Accordingly, it is prayed to allow the appeal.

4. Notice was issued. Respondents appeared through their counsel.

5. Parties were directed to produce copies of necessary documents to dispose of the appeal without securing Trial Court records. The appellants produced necessary documents.

6. Heard the arguments and perused the records, thereafter, following points for arise for determination.

1] Whether the Trial Court has failed to consider the material facts and documents thereby committed illegality and Order under appeal requires interference?

2] What Order?

7. My findings on the above points are as follows:-

Point No.1: In the Negative;

Point No.2: As per final order for
the following:-

:-REASONS:-

8. **POINT No.1:-** It is admitted fact that, the appellants are the husband and wife and Advocates by

profession. It is also admitted fact that, the mother and sister of respondent No.2 approached the appellants to file a suit for property bearing Sy.No.70 of Bychapura village, Devanahalli. The appellants stated that, the respondent No.1 used to approach the appellant No.1 for financial assistance and for other legal advise. It is averred that, the defendants/respondents approached the appellants intending to sell a portion of the converted land bearing Sy.No.50 of Bychapura village belonging to respondent No.1. The appellants also willing to buy the same, entered into agreement of sale dated 30.11.2012 and respondent assured to sell the schedule property for a total sale consideration amount of Rs.10,00,000/-. The appellants stated that, on 30.11.2012 the respondent No.1 received a sum of Rs.2,15,000/- and sum of Rs.10,000/- by way of cheque and executed agreement of sale dated 30.11.2012, the balance amount of Rs.7,75,000/- should be paid at the time of execution of sale deed.

9. On the other hand, the respondent No.1 specifically denied the execution of agreement of sale, receipt of advance sale consideration amount as asserted by the appellants in the plaint para No.5 to 11, which is reproduced by the Trial Court in para No.5-1 and 5-2 of its Judgment.

10. The Trial Court in its Judgment stated that, the appellants have not produced prima-facie documents to show the existence of disputed land or site in the name of respondent No.1/defendant No.1 and also stated that, Form No.11[b] alleged to be submitted by respondent No.1 for 11[e] sketch does not disclose the survey number and it does not bear the signature of respondent No.1.

11. This Court also perused the 11[e] sketch requisition produced by the appellants, which does not bear survey number extent of land and also does not bear the signature of respondent No.1. Therefore, it creates doubt about the said requisition alleged to be submitted by the respondent No.1 for 11[e] sketch. The Trial Court has

rightly appreciated the said documents.

12. The appellants stated that, the respondent No.1 agreed to sell suit schedule property of Rs.10,00,000/- executed agreement of sale dated 30.11.2012 by receiving sum of Rs.2,15,000/- in cash and Rs.10,000/- through cheque and remaining amount of Rs.7,75,000/- should be paid at the time of registration but the defendant No.1/respondent No.1 has denied the entire sale transaction between her and appellants and also denied the receipt of advance sale consideration amount from the appellants.

13. The appellants being the Advocates, if they have paid advance sale consideration of Rs.2,15,000/- in cash on 30.11.2012 they should have paid the same by way of cheque to the defendant No.1/respondent No.1. The respondent No.1 specifically denied the receipt of payment as stated by the appellants in the plaint and the appellants should prove the same by leading evidence. Now, at this stage, the appellants have not proved prima-facie against

the respondent No.1 and also not proved balance of convenience.

14. The appellants claimed his possession over the suit schedule property based on agreement of sale which is not acceptable as, the appellants shall not claim their possession over right over the suit schedule property based on the number of agreement of sale alleged to be executed by respondent No.1. From 2012 till filing of the suit of OS No.1168/2022 he has not shown his readiness and willingness to perform his part of contract by depositing the balance sale consideration amount in the Court. To prove the execution of agreement of sale, payment of receipt of advance sale consideration amount requires full-fledged trial. At this stage, the appellants have not made out prima-facie case and also balance of convenience. Therefore, the Trial Court has not committed any error in dismissing the application. Accordingly, point No.1 is answered in the 'Negative'.

15. **POINT No.2**:- In view of above discussion,
I proceed to pass the following:-

ORDER

Miscellaneous Appeal under Order XLIII
Rule 1[r] of C.P.C., preferred by the
appellants/plaintiffs is dismissed.

Consequently, Order dated 25.03.2023
passed on IA No.I in OS No.1168/2022 on the
file of learned III Addl. Senior Civil Judge and
JMFC, Devanahalli, is confirmed.

Forward a copy of this Judgment to the
Trial Court forthwith.

[Dictated to the Stenographer, transcribed and computerized by her,
corrected, signed and then pronounced by me in the Open Court on this the 03rd
day of February, 2026.]

[LAXMAN RAMU KURANE]
V Addl. District & Sessions Judge,
Bengaluru Rural, Sitting at
Devanahalli.