

RESERVED ON : 04.03.2026

PRONOUNCED ON: 18.03.2026

R

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 18TH DAY OF MARCH, 2026

PRESENT

THE HON'BLE MRS. JUSTICE ANU SIVARAMAN

AND

THE HON'BLE MR. JUSTICE T.M.NADAF

REGULAR FIRST APPEAL NO. 1783 OF 2021 (DEC/INJ)

BETWEEN:

SRI M PRAKASH
S/O LATE MARIYAPPPA,
AGED 51 YEARS,
R/AT NO 154, 6TH MAIN,
6TH PHASE, 1ST STAGE,
WEST OF CHORD ROAD,
MAHAGANPATHINAGAR,
BASAVESHWARA NAGAR,
BENGALURU - 560 010.

...APPELLANT

(BY SRI.SUNIL.K.N., ADVOCATE FOR
SRI.RAMESH.K.R., ADVOCATE)

AND:

1. SRI PRAVEEN KUMAR A
S/O ARAKESH BASKARACHAR,
AGED 30 YEARS,
R/AT NO 37, ARUNODAYA,
7TH CROSS, 7TH MAIN,
NEAR SWIMMING POOL,
VIJAYANAGAR,
BENGALURU - 560 040.

2. SRI PUNEETH KUMAR K R
S/O PRASANNA,

AGED 30 YEARS,
R/AT NO 63, 3RD MAIN,
3RD A CROSS, SVC NAGAR,
MUDALAPALYA,
BENGALURU - 560 072.

...RESPONDENTS

(V/O/D 11.09.2023 - HELD SUFFICIENT)

THIS RFA IS FILED UNDER SEC. 96 OF CPC., AGAINST THE JUDGMENT AND DECREE DATED 23.07.2021 PASSED IN OS.NO. 8005/2019 ON THE FILE OF THE XVII ADDITIONAL CITY CIVIL AND SESSIONS JUDGE, AT BENGALURU CITY, (CCH.NO.18) DISMISSING THE SUIT FOR DECLARATION AND INJUNCTION.

THIS APPEAL HAVING BEEN HEARD AND RESERVED FOR JUDGMENT, COMING ON FOR PRONOUNCEMENT THIS DAY, JUDGMENT IS DELIVERED/ PRONOUNCED AS UNDER:

CORAM: HON'BLE MRS. JUSTICE ANU SIVARAMAN
and
HON'BLE MR. JUSTICE T.M.NADAF

CAV JUDGMENT

(PER: HON'BLE MR. JUSTICE T.M.NADAF)

The plaintiff is in appeal under Section 96 of the Code of Civil Procedure before us calling in question the Judgment and Decree dated 23.07.2021 in O.S.No.8005/2019 passed by the XVII Addl. City Civil and Sessions Judge, Bengaluru City (CCH-18) (for short 'the Trial Court').

2. The Trial Court by the impugned Judgment and decree dismissed the suit filed by the plaintiff for the relief of declaration and injunction.

3. The parties are referred to as per their ranking before the Trial Court.

4. The brief factual matrix leading to filing of this appeal are as under:

The plaintiff filed a suit before the Trial Court for the following reliefs:

- a) *Pass a judgment and decree, declaring that the sale deeds (1) dated 5.4.2018, registered in the office of the Sub-Registrar, Vijaynagar, Bengaluru, as DOCUMENT No.VJN-1-00151-2018-19, (2) sale deed dated 7.12.2018 registered in the office of the Sub-Registrar, Vijaynagar, Bengaluru, as DOCUMENT No.VJN-1-009466/2018-19, (3) sale deed dated 4.6.2018 which was registered as DOCUMENT No.VJN-1-02139-2018-19 registered in the office of the Sub-Registrar, Vijayanagar, Bengaluru and (4)*

sale deed dated 16.08.2018 which is registered in the office of the Sub-Registrar, Vijayanagar, Bengaluru as Document No.VJN-1-05165-2018-19, executed in the name of the plaintiff in favor of the name of the defendant 1 and 2 respectively are null and void and they are not binding on the plaintiff and the schedule property belonging to the plaintiff.

- b) Pass a judgment and decree of permanent injunction restraining the defendants or their agents, henchmen or anybody claiming under them from interfering with the plaintiff's possession and enjoyment of the schedule property.*
- c) Grant such other relief or reliefs as this Hon'ble Court deems it fit under the facts and circumstances of the case in the ends of justice.*

5. The plaintiff claims that he is the absolute owner of residential apartment bearing No.SF 001 (duplex house) on the eastern portion of the 2nd floor of the building constructed on the property bearing site No.20, existing Municipal No.20, PID No.38-1-20, 1st Main Road, Garden Villas Chalukyanagar, Nagarabhavi, Bengaluru -

560 072, BBMP old ward No.38, New Ward No.128 which is more fully described as suit schedule property.

6. He further claims that he has purchased the suit schedule property under registered sale deed dated 21.10.2015 bearing Document No.NGB-1-05421-2015-16 stored in CD No.NGBD 288 dated 21.10.2015 in the office of the Sub-Registrar Rajajinagar, (Nagarabhavi), Bengaluru executed by one N.Shanmugam.

7. He further claims that defendant No.1 herein approached the plaintiff to purchase the suit schedule property, which the plaintiff was intended to sell. Negotiations were held, wherein the sale consideration was negotiated to Rs.1,10,00,000/- (Rupees One Crore Ten Lakhs only). On 16.01.2018, the plaintiff executed an agreement of sale agreeing to sell the suit schedule property in favor of defendant No.1, for sale consideration supra and received an advance of Rs.1,00,000/- and it was agreed between the parties that the sale process has to be completed within three months.

8. It is further claimed that defendant No.1 at the time of agreement of sale requested the plaintiff to provide copy of his PAN Card, copy of the sale deed, so also the copy of the Khatha certificate stating that he has to submit those documents to his banker to obtain the loan to purchase the schedule property. The plaintiff in good faith on defendant No.1 had given documents sought by him. Thereafter, defendant No.1 did not turn up for more than 1½ years from the date of agreement.

9. The plaintiff further claims that behind his back, defendant No.1 got executed two registered sale deeds in his favor through a fictitious person impersonating him. One sale deed is dated 05.04.2018 registered in the office of the Sub-Registrar, Vijayanagar, Bengaluru as Document No.VJN-1-00151-2018-19 and another sale deed is dated 07.12.2018 registered in the office of the Sub-Registrar, Vijayanagar, Bengaluru as Document No.VJN-1-09466/2018-19.

10. In the first sale deed, the apartment number is mentioned as S-01 and in the second sale deed, it is

mentioned as S-005 and all other remaining particulars are the same. The plaintiff further claims that he never executed any sale deed, much less the sale deed stated supra in favor of defendant No.1 and the sale deeds are creature of impersonation.

11. In the first sale deed, the consideration was shown as Rs.1,10,00,000/- and in the second sale deed, it was shown as Rs.86,00,000/-. He further claims that defendant No.1 has created the aforesaid two sale deeds in his name by impersonating and forging his signatures with a malafide intention to make unjust enrichment.

12. He further claims that defendant No.2 is the friend of plaintiff and are well known to each other. However, this defendant No.2 is also in collusion with defendant No.1 and created two more sale deeds, one is dated 04.06.2018 which was registered as Document No.VJN-1-02139-2018-19, in the office of the Sub-Registrar, Vijayanagar, Bengaluru and another sale deed dated 16.08.2018 which was registered as Document No.VJN-1-05165-2018-19, in the office of the Sub-

Registrar, Vijayanagar, Bengaluru, by impersonating the plaintiff and forging his signatures. In the sale deed dated 04.06.2018, the apartment number is shown as ST-005 old number ST-001 and in another sale dated 16.08.2018, it is shown as ST-001. He further claims that, both the defendants in active collusion, with the aid of some fictitious persons, created these four sale deeds in the name of the plaintiff by impersonating and forging his signature and thumb impression without his knowledge. He further claims that the photographs shown in the subsequent sale deeds differ from that of the photographs of the original sale deed, so also the signatures and the thumb impression.

13. He further claims that when the matter stood thus, the vendor of the plaintiff approached him to resell the property in his favour. At that point of time, when the plaintiff obtained Encumbrance Certificate relating to the suit schedule property from the office of the concerned Sub-Registrar, he found four sale deeds stated supra said to have been executed by him in favor of defendants

entered in the E.C. The plaintiff thereafter, obtained certified copies of the four sale deeds and on verification came to know about the fraud played by defendants. Thereafter, the plaintiff lodged a complaint with the jurisdictional Chandra Layout Police on 30.06.2019. The police upon the complaint, registered Crime No.121/2019 on 09.07.2019 for offences punishable under Sections 34, 120B, 419, 420, 468 and 471 IPC and arrested defendant No.1, however defendant No.2 was absconding. The investigation was under progress as on the date of filing of the suit.

14. The plaintiff further submits that the defendants taking undue advantage of the above four sale deeds may come and interfere with his possession and enjoyment of suit schedule property through some other third party, as he came to know that some third party has started enquiring about the suit schedule property at the instance of the defendants. Accordingly, he filed the suit for the aforesaid reliefs.

15. Upon registration of the suit in O.S.No.8005/2019, the Trial Court issued notice. The defendants despite service of notice, did not appear, accordingly, they were placed *ex-parte*. The Trial Court thereafter framed 5 point for consideration, which reads as under:

- ಅಂಶ 1:- ವಾದಿ, ಪ್ರತಿವಾದಿ 1 ಇವರಿಗೆ ದಿನಾಂಕ: 05-04-2018 ಮತ್ತು 07-12-2018 ರಂದು ಪ್ರತಿವಾದಿ 2 ರವರಿಗೆ ದಿನಾಂಕ: 04-06-2018 ಮತ್ತು 16-08-2018 ರಂದು ಮಾಡಿದಂತಹ ಕ್ರಯ ಪತ್ರ ವಾದಿಗೆ ಬದ್ಧ ಪಡಿಸುವುದಿಲ್ಲವೆಂದು ರುಜುವಾತು ಪಡಿಸುವರೇ?
- ಅಂಶ 2:- ವಾದಿ ಮಾನ್ಯ ನ್ಯಾಯಾಲಯಕ್ಕೆ ಕರ್ನಾಟಕ ನ್ಯಾಯಾಲಯ ಶುಲ್ಕ ಕಲಂ 38(1) ರ ಅಡಿ ಸಮರ್ಪಕವಾದಂತಹ ಶುಲ್ಕ ತುಂಬಿರುತ್ತೇವೆ ಅಂತ ರುಜುವಾತು ಪಡಿಸುವರೇ?
- ಅಂಶ 3:- ವಾದಿಯ ದಾವಾ ಅನುಸೂಚಿ ಆಸ್ತಿಗೆ ಪ್ರತಿವಾದಿಯರು ತೊಂದರೆ ನೀಡಿರುತ್ತಾರೆಂದು ರುಜುವಾತು ಪಡಿಸುವರೇ?
- ಅಂಶ 4:- ವಾದಿ ತನ್ನ ವಾದ ಪತ್ರದಲ್ಲಿ ವಿನಂತಿಸಿದ ಪರಿಹಾರ ಪಡೆಯಲು ಅರ್ಹರಿರುತ್ತಾನೆಂದು ರುಜುವಾತು ಪಡಿಸುವರೇ?
- ಅಂಶ 5:- ಯಾವ ಆದೇಶ ಅಥವಾ ಡಿಕ್ರಿ?

(Kannada Version, as it is in the Judgment in Vernacular language)

Issue No.1:- Whether the Plaintiff proves that the sale deeds executed in favor of Defendant No.1 on dated: 05-04-2018 and 07-12-2018,

and in favor of Defendant No.2 on dated: 04-06-2018 and 16-08-2018, are not binding upon the plaintiff?

Issue No.2:- Whether the plaintiff proves that the proper Court Fee has been paid to the Hon'ble Court under Section 38(1) of the Karnataka Court Fees and Suit Valuation Act?

Issue No.3:- Whether the plaintiff proves that the Defendants have caused interference/obstruction to the plaintiff's possession and enjoyment of the suit schedule property?

Issue No.4:- Whether the plaintiff proves that he is entitled to the reliefs as prayed for in the plaint?

Issue No.5:- What Order or Decree?

*(English translation, as provided by learned
counsel for the appellant)*

16. The plaintiff in order to substantiate his claim, examined himself as PW-1 and produced 16 documents, marked as Ex.P1 to Ex.P16 and closed his side. Among the said documents, Ex.P1 is the original sale deed executed in favor of the plaintiff by M.Shanmugam and the other four sale deeds which were marked as Ex.P5, P6, P7 and P8 are the fictitious sale deeds as per the plaintiff.

17. The Trial Court after hearing the plaintiff proceeded to record that the plaintiff has failed to prove his case on his own and further held that he has not paid appropriate Court fee as per Point No.2. As such, held that the suit is not maintainable and further stated that the judgment relied on by the plaintiff in **AIR 2010 SC 2807** is not applicable as the facts in the case on hand are different from the case in said judgment and proceeded to dismiss the suit on all points. It is this Judgment and Decree of the Trial Court is called in question in this appeal.

18. Heard Sri.Sunil.K.N, learned counsel for Sri.Ramesh.K.R, appearing for the appellant. Vide order dated 11.09.2023 - notice to the respondents is held sufficient.

19. Sri.Sunil.K.N, on short point submits that the reason of the Trial Court to non-suit the plaintiff on all the aspects are stated at Paragraph No.16, wherein the Trial Court has held that in order to establish that a document is genuine, the disputed signature has to be obtained and

sent to the hand writing expert and only after securing the information of the hand writing expert clarifying that the document is genuine or not, the Court can consider the said document, however, the plaintiff has not made any such attempt to send the documents for handwriting expert. In these circumstances, the Trial Court held that in the absence of any attempt by the plaintiff to seek for hand writing expert opinion, the Court cannot come to a conclusion that the documents produced at Ex.P5 to Ex.P8 are created documents. On the basis of the same, the Trial Court proceeded to hold that since the plaintiff has failed to prove his case, the absence of the defendants will not enure to the benefit of the plaintiff to accept his pleadings and evidence and proceeded to dismiss the suit.

20. Learned counsel further submits that a perusal of the documents at Ex.P5 to P8 when compared with Ex.P1 - the original sale deed, differs with respect to photographs, so also there is a difference in signature and thumb impression which are clearly visible even to the naked eye. The Trial Court has failed to consider this

aspect of the matter and in a haste, formed an opinion against the plaintiff and dismissed the suit, which is erroneous and unsustainable in law. Accordingly, he sought to allow the appeal and decree the suit as prayed for.

21. Having considered the submissions, we have perused the entire appeal paper as well as the Trial Court record.

22. As rightly contented by learned counsel appearing for the appellant, a perusal of Ex.P1, the original sale deed wherein the photograph of the plaintiff is found along with the signature marked as Ex.P1(a) and (b), as well as the thumb impression, manifestly differs with the photograph, thumb impression and signature of the person found in Ex.P5 to Ex.P8, and the same are clearly visible to the naked eye. The Trial Court has failed to consider this aspect of the matter. Even the signature found in each page in Ex.P5 to P8 differs to one another on each page. This clearly shows that the plaintiff has been impersonated and by forging his signature and thumb

impression, the documents at Ex.P5 to Ex.P8 came into existence.

23. The finding of the Trial Court at Paragraph No.16 is erroneous. The Trial Court has held that the plaintiff has not sought for sending the document for handwriting expert in order to ascertain the genuineness of the document. The Trial Court failed to consider Section 73 of the Evidence Act.

24. Section 73 of the Indian Evidence Act, 1872 enjoins the power on the Court to compare the signature in admitted or proved documents to verify the genuineness of the document in dispute, however, the Court is guarded with extreme caution while comparing the said signature/seal/writing with the admitted documents.

25. For easy reference, we extract Section 73 of the Indian Evidence Act, which reads as under:

73. COMPARISON OF SIGNATURE, WRITING OR SEAL WITH OTHERS ADMITTED OR PROVED. - *In order to ascertain whether a signature, writing or seal is that of the person by whom it purports*

to have been written or made, any signature, writing or seal admitted or proved to the satisfaction of the Court to have been written or made by that person may be compared with the one which is to be proved, although that signature, writing or seal has not been produced or proved for any other purpose.

The Court may direct any person present in Court to write any words or figures for the purpose of enabling the Court to compare the words or figures so written with any words or figures alleged to have been written by such person.

26. Under the said provision, the Court is empowered to compare signature/ handwriting on the admitted and proved document and the signature and thumb impression found on the other document, which is disputed. The Trial Court has failed to compare the photographs, thumb impression as well as signature available in Ex.P1 which is admitted and the other photographs, thumb impression and signature found in Ex.P5 to P8 which are disputed, manifestly differs with the original and admitted photograph, thumb impression and signature. Even with the naked eye, the signatures found in each page of Ex.P5 to P8 clearly shows that they are forged one and have no similarities with one another. Even the thumb impressions found in Ex.P.1 on one side and

found in Ex.P5 to P8 on the other, are not matching with one another. In these circumstances, the finding of the Trial Court especially at Paragraph No.16 is erroneous and which is the main reason for non-suiting the plaintiff.

27. This Court as well as the Hon'ble Apex Court in catena of judgments held that it may not be necessary for the Court in every case to send the documents to experts if the tampering and/or alteration is obvious on the face of the documents.

28. Our view gains strength from the recent judgment of the Hon'ble Apex Court in the case of ***SYED BASHEER AHMED VS. M/S TINNI LABORATORIES PRIVATE LIMITED AND ANOTHER*** reported in ***2025 INSC 1030*** (reportable judgment). In the Judgment, the Hon'ble Apex Court ruled that the Courts are not obliged in every case to refer the documents to experts and secure the expertise opinion, when the tampering and alteration is obvious on the face of the documents.

29. In the case before the Hon'ble Apex Court, the appeal was preferred by the party against the judgment of the High Court wherein the High Court while reversing the judgment of the trial Court has held that there is clear alteration insofar as recital with respect to item No.2 in the agreement which is the base for the claim of the plaintiff, relying on the judgment of the Hon'ble Apex Court in ***SETH LOONKARAN SETHIYA VS. MR. IVAN E.JOHN AND OTHERS*** reported in ***(1977) 1 SCC 379***.

30. The Hon'ble Apex Court having found that the judgment of the High Court is based on the sound legal principle, as the High Court found that the alterations is clearly discernible, held that no case is made out to interfere with the judgment of the High Court and rejected the appeal.

31. Before adverting to exercise power conferred under Section 73 of the Indian Evidence Act, 1872, on the available record as the disputed records are the photo copies of the originals, we have directed Sri.Mohammed Jaffar Shah., learned Additional Government Advocate to

secure the records under the custody of the concerned Sub-Registrar to verify with Ex.P1, wherein the photograph, signature and thumb impression of the appellant is admitted and proved.

32. Sri.Jaffar Shah., learned AGA upon direction intimated the Sub-Registrar, Vijayanagar to submit the legible photocopies as well as C.D, wherein the documents are recorded. The office of the Sub-Registrar, Vijayanagar furnished the legible photocopies of the Ex.P5 to P8 as well as the document secured in the C.D in their office.

33. We have gone through the documents secured in the Compact Disc and compared the same with that of original Ex.P1 - the admitted and proved document. On comparing Ex.P1 - the original admitted and proved document with that of Ex.P5 to P8, the photographs, signatures as well as the thumb impression are manifestly differ and not matching with the original Ex.P1. The person appeared in Ex.P1 is different in each Ex.P5 to P8, so also his thumb impression and signature. The thumb impression found in the admitted and proved document,

that is, Ex.P1 and the thumb impression found in the disputed documents, that is, Ex.P5 to P8 manifestly differs. Even the pattern of finger print changes from Ex.P.1 - the original admitted and proved document and that of the disputed Ex.P5 to P8. In Ex.P1 the finger print pattern is in Whorls/Spiral shape, however in Ex.P5 to P8, the pattern of finger print is in Loops/Lasso, that is, shape of shell. Even the stroke of the signature at each page of Ex.P5 to P8 differs, whereas the signature in Ex.P1 is consistent and is admitted and proved. In these circumstances, nothing more is required to come to a conclusion that the documents at Ex.P5 to P8 are forged and created by impersonating the appellant herein and by forging his signatures as well as thumb impression. The Trial Court ought to have exercised the power conferred under Section 73 of the Indian Evidence Act. However, erred in law to consider this aspect of the matter which has resulted in dismissal of the suit which is erroneous and unsustainable in law, accordingly we answer Point No.1 in favor of the plaintiff.

(emphasis supplied)

34. So far as point No.2 regarding payment of Court Fee is concerned, the learned counsel relied on judgment of the Hon'ble Apex Court in **SUHRID SINGH @ SARDOOL SINGH VS. RANDHIR SINGH AND OTHERS** reported in **AIR 2010 SCC 2807**, wherein the Hon'ble Apex Court at Paragraph Nos.6, 7 and 8 has held as under:

"6.Where the executant of a deed wants it to be annulled, he has to seek cancellation of the deed. But if a non-executant seeks annulment of a deed, he has to seek a declaration that the deed is invalid, or non est, or illegal or that it is not binding on him. The difference between a prayer for cancellation and declaration in regard to a deed of transfer/conveyance, can be brought out by the following illustration relating to 'A' and 'B' - two brothers. 'A' executes a sale deed in favour of 'C'. Subsequently 'A' wants to avoid the sale. 'A' has to sue for cancellation of the deed. On the other hand, if 'B', who is not the executant of the deed, wants to avoid it, he has to sue for a declaration that the deed executed by 'A' is invalid/void and non-est/illegal and he is not bound by it. In essence both may be suing to have the deed set aside or declared as non-binding. But the form is different and court-fee is also different. If 'A', the executant of the deed, seeks cancellation of the deed, he has to pay ad-valorem court-fee on the consideration stated in the sale deed. If 'B', who is a non-executant, is in possession and sues for a declaration that the deed is null or void and does not bind him or his share, he has to merely pay a fixed court-fee of Rs. 19.50 under Article 17(iii) of Second Schedule of the Act. But if 'B', a non-executant, is not in possession, and he seeks not only a declaration that the sale deed is invalid, but also the consequential relief of possession, he has to pay an

ad valorem court-fee as provided under Section 7(iv)(c) of the Act. Section 7(iv)(c) provides that in suits for a declaratory decree with consequential relief, the court-fee shall be computed according to the amount at which the relief sought is valued in the plaint. The proviso thereto makes it clear that where the suit for declaratory decree with consequential relief is with reference to any property, such valuation shall not be less than the value of the property calculated in the manner provided for by clause (v) of Section 7.

7. In this case, there is no prayer for cancellation of the sale deeds. The prayer is for a declaration that the deeds do not bind the "coparcenery" and for joint possession. The plaintiff in the suit was not the executant of the sale deeds. Therefore, the court-fee was computable under section 7(iv) (c) of the Act. The trial court and the High Court were, therefore, not justified in holding that the effect of the prayer was to seek cancellation of the sale deeds or that, therefore, court-fee had to be paid on the sale consideration mentioned in the sale deeds.

8. We accordingly allow these appeals, set aside the orders of the trial court and the High Court directing payment of court-fee on the sale consideration under the sale deeds dated 20.4.2001, 24.4.2001, 6.7.2001 and 27.9.2003 and direct the trial court to calculate the court-fee in accordance with Section 7(iv)(c) read with Section 7(v) of the Act, as indicated above, with reference to the plaint averments."

35. The Hon'ble Apex Court has clearly said that when a non-executant seeks annulment of a deed, he has to seek a declaration that the deed is invalid or *non-est* or illegal or that it is not binding on him and when a non-executant who is in possession of the property and sues for declaration that the deed is null or void and does not

bind on him or his share, he has to merely pay Court fee on the value of the reliefs sought. In the case on hand, the reliefs sought, especially at Prayer (a) to declare that the sale deeds stated in the said relief as null and void and they are not binding on the plaintiff and the suit schedule property belongs to the plaintiff, accordingly the Court fee paid on the value of the relief claimed is just and sufficient. Accordingly, Point No.2 framed is answered in the affirmative.

36. Since we have held that the documents at Ex.P5 to Ex.P8 are all fictitious and created by impersonating and forging the signature of the plaintiff, there is all probability of defendants taking undue advantage of the same and may cause interference with the peaceful possession and enjoyment of the property by the plaintiff. Accordingly, a case has been made out to grant permanent injunction against the defendants as sought in the suit. Accordingly, Point No.3 is answered in favor of the plaintiff.

37. In view of answering Points No.1 to 3 in favor of the plaintiff, the plaintiff has made out a case to answer Points No.4 and 5 in his favor. Accordingly, Points No.4 and 5 are also answered in favor of the plaintiff.

38. In view of the foregoing reasons, we proceed to pass the following:

ORDER

- i. The Judgment and Decree dated 23.07.2021 O.S.No.8005/2019 passed by the XVII Addl. City Civil and Sessions Judge, Bengaluru City (CCH-18) is set aside. The suit is decreed.
- ii. The prayer as sought in Prayer (a) is granted holding that (1) Sale Deed dated 05.04.2018, registered in the office of the Sub-Registrar, Vijaynagar, Bengaluru, as Document No.VJN-1-00151-2018-19, (2) Sale Deed dated 07.12.2018 registered in the office of the Sub-Registrar, Vijaynagar, Bengaluru, as Document No.VJN-1-

009466/2018-19, (3) Sale Deed dated 04.06.2018 registered in the office of the Sub-Registrar, Vijayanagar, Bengaluru as Document No.VJN-1-02139-2018-19 and (4) Sale Deed dated 16.08.2018 registered in the office of the Sub-Registrar, Vijayanagar, Bengaluru as Document No.VJN-1-05165-2018-19, executed in the name of the plaintiff in favor of defendants No.1 and 2 respectively are declared as null and void and not binding on the plaintiff and the suit schedule property belongs to the plaintiff.

- iii. There shall be a permanent injunction restraining the defendants, their agents, and henchmen or anybody claiming through or under them from interfering with the plaintiff's peaceful possession and enjoyment of the suit schedule property.

iv. Accordingly, the appeal is allowed.

However, no order as to costs.

v. Registry is directed to draw the decree accordingly.

**Sd/-
(ANU SIVARAMAN)
JUDGE**

**Sd/-
(T.M.NADAF)
JUDGE**

TKN