



CNR: KAHC010306992020

NC: 2026:KHC:39802
RFA No. 1535 of 2020
C/W RFA No. 1417 of 2020

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 30TH DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE SHIVASHANKAR AMARANNAVAR

REGULAR FIRST APPEAL No. 1535 OF 2020 (INJ)

C/W

REGULAR FIRST APPEAL No. 1417 OF 2020(INJ)

IN RFA No. 1535/2020

BETWEEN:

SRI G. SRINIVAS
S/O GANESH
AGED ABOUT 51 YEARS
R/O PATTANAGERE VILLAGE
R R NAGAR POST
BENGALURU – 560 098.

...APPELLANT

Digitally Signed by
LAKSHMINARAYANA
MURTHY RAJASHRI
Location: HIGH
COURT OF
KARNATAKA

(BY SRI D C DEEPAK, ADVOCATE)

AND:

1. N. GANESH
AGEDA BOUT 68 YEARS
S/O LATE B K NAGARAJ.
2. SOWJANYA GANESH
AGED ABOUT 36 YEARS.
D/O N GANESH.



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BOTH RESIDING AT No.86
FIRST FLOOR, 10TH CROSS
1ST MAIN, MALLESHWARAM
BENGALURU-560 003.

3. REMCO (BHEL) HOUSE BUILDING
CO.OPERATIVE SOCIETY LTD.
SOCIETY REGISTERED UNDER THE KARNATAKA
CO.OPERATIVE SOCIETIES ACT (REGD.
No.B/ARB1/R1WHKCS 1640/69-70)
No.364, 5TH MAIN
RPC (REMCO) LAYOUT
VIJAYANAGAR 2ND STAGE
BENGALURU-560 040.
REPRESENTED BY THE PRESIDENT.
SRI SHANKAR BELLI.

...RESPONDENTS

(BY SRI MANIAN K B S, ADVOCATE FOR
SRI RAMESHA M, ADVOCATE FOR C/R1 & R2
R3-SERVED)

THIS RFA IS FILED UNDER ORDER XLI RULE 1 OF THE
CPC, AGAINST THE JUDGMENT AND DECREE DATED
01.02.2020 PASSED IN O.S.No.7209/2014 ON THE FILE OF
THE XXXIX ADDITIONAL CITY CIVIL AND SESSIONS JUDGE,
BANGALORE CITY, PARTLY DECREERING THE SUIT FOR
PERMANENT INJUNCTION.

IN RFA No. 1417/2020

BETWEEN:

SRI G. SRINIVAS
AGED ABOUT 50 YEARS
S/O LATE GANESHAPPA
R/O DOOR No.164



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II CROSS, BEML LAYOUT
R .R NAGAR, BENGALURU-560 098.

...APPELLANT

(BY SRI D C DEEPAK, ADVOCATE)

AND:

1. SRI. V. PARTHA SARATHI
AGED ABOUT 66 YEARS
S/O VENKATADASAPPA.
2. SRI SANTOSH V P
AGED ABOUT 36 YEARS
S/O PARTHA SARATHI.

BOTH RESIDING AT No.84/2
4TH MAIN, 6TH CROSS
CHAMARAJPET, BEHIND
RAMAMANDIRA SCHOOL
BENGALURU-18.

...RESPONDENTS

(BY SRI BRIJESH PATIL, ADVOCATE FOR R1 & R2)

THIS RFA IS FILED UNDER SECTION 96 READ WITH
ORDER XLI RULE 1 OF CPC., 1908 AGAINST THE JUDGMENT
AND DECREE DATED:07.02.2020 PASSED IN OS
No.7029/2014 ON THE FILE OF THE VII ADDL.CITY CIVIL
JUDGE, BENGALURU (CCH-NO.19) DECREERING THE SUIT FOR
PERMANENT INJUNCTION.

THESE APPEALS HAVING BEEN HEARD AND RESERVED
FOR ORDERS ON 20.07.2026, THIS DAY, **SHIVASHANKAR
AMARANNAVAR J**, DELIVERED THE FOLLOWING;

CORAM: HON'BLE MR. JUSTICE SHIVASHANKAR AMARANNAVAR



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CAV JUDGMENT

RFA 1535/2020 is filed by appellant -defendant No.1 challenging the Judgment and Decree dated 01.02.2020 passed in O.S.No.7209/2014 by XXXIX Additional City Civil Judge, Bangalore whereunder suit of plaintiffs -respondent Nos.1 and 2 for the relief of perpetual injunction has been decreed.

2. RFA No.1417/2020 is filed by the appellant - defendant challenging the judgment and decree dated 07.02.2020 passed in O.S.No.7029/2014 by VII Additional City Civil and Sessions Judge, Bangalore (CCH-19), whereunder suit of respondent Nos.1 and 2-plaintiffs for the relief of perpetual injunction has been decreed.

3. The description of suit schedule property in O.S.No.7209/2014 is as under:

"SUIT SCHEDULE PROPERTY

Residential intermediate site as per layout bearing No.584, Khata No.642 and property No.638C, situated in the private layout formed for REMCO (BHEL) House building Co-operative Society Ltd., in



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the jurisdiction of CMC Pattanagere, Pattanagere and now within the jurisdiction of the BBMP Bangalore South Taluk, measuring from East to West 40 feet and North to South 60 feet bounded on :-

*East by : Site No.585
West by : Site No.583
North by : Road
South by : Site No.624."*

4. The description of the suit schedule property in O.S.No.7029/2014 is as under:

"SCHEDULE

All the piece and parcel of residential property bearing Site No.621, Khata No.330 (Old Khata No.380) and Property No.333A, situated in the Private Layout formed for REMCO (BHEL) House Building Co-operative Society Ltd in the jurisdiction of CMC Rajarajeshwari Nagar, Pattanagere Village, Bangalore South Taluk, Bangalore District measuring East to West: 40 ft and North to South: 60 ft in all admeasuring a total extent of 2400 square feet:

*East by : Site No.62038
West by : Site No.622*



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North by : Site No.584,
South by : Road."

5. The case of respondent Nos.1 and 2 -plaintiffs in O.S.No.7209/2014 is as under:

a. Plaintiffs are the joint owners of the scheduled property and it is situated in a private layout formed by REMCO (BHEL) House Building Co-operative Society Ltd., i.e., defendant No.2 measuring 2,400 Sq Ft. Plaintiffs have acquired the suit schedule property from defendant No.2 through registered sale deed dated 30.05.2001. On the date of registration itself, plaintiffs were put in possession of the suit schedule property. The members of defendant No.2 -Society were allotted sites in the layout formed by defendant No.2 -Society, of which the suit schedule property forms a part.

b. The layout has been developed by defendant No.2 -Society by providing infrastructure in the form of roads, pathways, drains, sewage lines, water lines and power lines. The said layout is well developed into



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residential layout with several members/allottees of defendant No.2 -Society having constructed houses on their respective residential sites. Plaintiffs built only a compound wall to secure the suit schedule property soon after the purchase of the suit schedule property. Defendant No.2 -Society had issued possession certificate in favour of plaintiffs on 18.06.2001. As per sale deed and possession certificate, the khata endorsement has been issued by the Pattangere Nagara Sabha in the name of plaintiffs on 01.09.2001 itself. Plaintiffs have paid property tax to the Rajarajeshwari Municipal Council until the layout was taken over by BBMP and thereafter paid taxes to BBMP. The layout presently comes under the jurisdiction of BBMP and a fresh khatha in respect of suit schedule property was issued by BBMP in the name of plaintiffs. Plaintiffs have paid tax to the concerned authority till 2014-15.

c. In the year 2006, defendant No.1's father namely Ganesh made an attempt to encroach upon the



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suit schedule property and also made an attempt to prevent plaintiffs from constructing the compound wall on the suit schedule property in the year 2006. Plaintiffs have filed a police complaint on 19.07.2006 to the Inspector of Police, Rajarajeshwari Nagar Police Station and complaint dated 31.06.2006 to the Circle Inspector of Police, Rajarajeshwari Nagar, Bangalore. Plaintiffs constructed the compound wall and completed it in the year 2006 itself.

d. On 08.09.2014, defendant No.1 son of said Ganesh had illegally and unauthorisedly with the help of some hoodlums demolished a portion of the compound wall on the northern boundary and compound wall on the entire western boundary of suit schedule property and made an attempt to encroach upon the suit schedule property. Plaintiffs approached the jurisdictional police on 14.09.2014. The police registered FIR against defendant No.1. On these grounds, plaintiffs filed suit for relief of perpetual injunction against defendants.



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6. Defendant No.1 filed written statement and set up defence as under:

a. The suit of plaintiffs is not maintainable. Plaintiffs are not at all in possession of the suit schedule property. Land bearing Survey No.11/P5 totally measures 02 acres situated at Pattangere Village, Kengeri Hobli, Bangalore South Taluk, originally belonged to one Arasappa i.e., grandfather of defendant No.1 and he was in possession and enjoyment of the said land. The said Arasappa died in the year 1995 and his son Ganesh i.e., the father of defendant No.1 succeeded the suit property. All the revenue documents pertaining to the said land were effected in the name of said Ganesh. The said Ganesh and his family members including defendant No.1 continued to be in possession and enjoyment of the said land as its absolute owner's.

b. Out of the said extent of 2 acres, defendant No.1's father Ganesh and other family members have alienated 01 acre 10 guntas of land in favour of one M.



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Krishnappa and his son K. Balaram on 17.04.2006. The said Krishnappa and Balaram converted the land purchased by them and have sold the same in favour of K.S.Jayaraj on 09.05.2011. After purchase the said land, K.S.Jayaraj as per licence and sanctioned plan issued by the concerned authorities had put up 6 storied residential apartment on the extent of 01 acre 10 guntas in the said Survey No.11/P5 and he has also raised 7½ feet compound wall around the said apartment.

c. That out of remaining extent of 30 guntas in Survey No.11/P5, defendant No.1 and his family members have alienated 10 guntas each in the said land in favour of one Smt. K.B.Shantamma and Smt. Rekha S. Chandru under two different sale deeds dated 17.04.2006 and retained 10 guntas of land for themselves out of the total extent of 02 acres. The said K.B.Shantamma and Rekha have entered into joint development agreement with some builders in the year 2012. The said builders have put up multistoried



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residential apartment over said 20 guntas of land. Defendant No.1 and his family members have retained 10 guntas of land and continued to be in exclusive possession and enjoyment of the same.

d. Defendant No.1, his father and his other family members have conveyed the said 10 guntas of land in favour of his mother –Smt. Narasamma under registered Gift Deed dated 17.04.2006. All the revenue records such as Mutation and RTC vide M.R.No.2/2006-07 were made out in the name of said Narasamma. The father of defendant No.1 died on 05.08.2013 leaving behind him defendant No.1 and said Narasamma and his other children. Defendant No.1 or any of his family members have not parted with the said land in any manner in favour of any person or persons. Defendant No.2 or any other persons claiming through the said society, they have no manner of right, title, interest or possession over the said 10 guntas of land. The said sale deed allegedly executed by defendant No.2 in favour of plaintiffs is not



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within his knowledge. Plaintiffs are not in possession of the suit schedule property. The said Society has no right or title over the property to alienate the same. The alleged layout plan is not at all authenticated one or even not approved by any competent authority and the same be concocted by defendant No.2 –Society. The said layout plan does not indicate in which survey numbers and how many acres and which authority approved the alleged layout that allegedly to have been formed. Defendant No.2 has not formed any layout as claimed by plaintiffs. The suit schedule property is an open space. Plaintiffs have not at all constructed any compound wall in the said property. The documents produced by plaintiffs namely khata endorsement and other records are all fabricated and go-up documents in collusion with concerned authorities.

e. Defendant No.2 –Society had deceived its members so also some of the land owners. Therefore, Rajarajeshwari Nagar Police have registered Criminal



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Case No.684/2009 against the REMCO (BHEL) House Building Co-Operative Society Ltd., represented by its President Shankar G. Belari and others for offence punishable under Sections 418 and 420 of IPC and the same is pending before the jurisdictional Magistrate. The Society has not formed any layout in Survey No.11/P5 and there is no existence of suit schedule property. Defendant No.1 has prayed for disposal of the suit.

f. Defendant No.2 remained absent and placed ex-parte.

7. On the basis of above pleadings and documents, the trial Court has framed the following issues:

"1) Whether the Plaintiffs prove that they are in peaceful possession and enjoyment of schedule property as on the date of suit?

2) Whether the Plaintiffs prove that the defendant No.1 is illegally causing obstruction to their peaceful possession and enjoyment of schedule property?



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3) Whether the Plaintiffs prove that the defendants are illegally encroaching on 30 ft road situated on the northern side of schedule property thereby causing obstruction to the Plaintiffs' peaceful possession, use and enjoyment of said road? [Deleted]

4) Whether the Plaintiffs are entitled for the reliefs sought for?

5) What order & decree?"

a. Plaintiff No.1 has been examined as P.W.1 and got marked documents as Ex.P1 to Ex.P42 and defendant No.1 has been examined as D.W.1 and examined one witness, Krishnappa as D.W.2 and got marked documents as Ex.D1 to D21.

8. The case of plaintiffs in O.S.No.7029/2014 (in RFA No.1417/2020) is as under:

a. Plaintiffs are absolute owners in possession of suit schedule property having purchased the same from one Smt. R. Chandrababha wife of Sri S. M. Ravikiran under registered sale deed dated 21.05.2014 and they are in possession of the same ever since the date of said



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sale deed and also got changed khatha in their name and paying taxes to BBMP.

b. Plaintiff's vendor said Chandraprabha acquired the same under Gift Deed executed by one Smt. Ratna R. Rao, wife of late C. R. Rangar Rao. Plaintiff's in order to construct residential house, approached the BBMP authority for necessary sanction plan. On 08.09.2014 when plaintiffs visited the suit schedule property during evening hours, they found that defendant and his persons making all attempts to trespass into the suit schedule property by removing the fence put up by plaintiffs. Plaintiffs have lodged police complaint against the defendant and police have not taken any action against the defendant. With these pleadings, plaintiffs prays to decree their suit.

9. The defendant filed written statement and taken up the defence as under:

a. The land in Survey No.11/P5, totally measuring 02 acres situated at Pattanagere Village, Kengeri Hobli,



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Bangalore South Taluk belongs to one Arasappa, the grandfather of defendant. The said Arasappa died in the year 1995 and after his death, his son Sri Ganesh i.e., father of defendant succeeded to the said property and defendant, his father and other family members have sold 01 acre 10 guntas out of said 02 acres of land in favour of M. Krishnappa under registered sale deed dated 17.04.2006. They further executed another two sale deeds measuring 10 guntas each in the same Survey No.11/P5 in favour of one Smt. K. B. Shantamma and Smt. Rekha S. Chandru on 17.04.2006 and retained 10 guntas of land for themselves. The defendant's father has executed registered Gift Deed dated 17.04.2006 in favour of defendant's mother Smt. Narasamma and revenue records got changed in the name of Narasamma, the mother of this defendant. Sri Ganesh, father of defendant died on 05.08.2013 leaving behind him, the defendant, his mother and his other children who are in



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exclusive possession of 10 guntas of land in Survey No.11/P5.

b. There is no such suit property is in existence and plaintiffs have filed suit by creating documents. The property claimed by this defendant bears Survey No.11/P5 measuring 10 guntas i.e., written statement schedule property.

c. The acquisition proceedings initiated by the Government on behalf of concerned Society has already been quashed by the Hon'ble High Court of Karnataka in the year 1991 itself and Hon'ble Supreme Court has upheld the said order in the year 1995. In view of the same, the said Society could not form any layout. Layout plan produced by plaintiffs is also created and also concocted document. The Society which had received considerable amounts from its members, failed to form layout and allot sites in their favour as promised. With an intention to console its members, Society had executed nominal sale deeds in collusion with the



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concerned Sub-Registrar and issued allotment letters, possession certificates and other necessary documents in favour of the purchasers. The suit schedule property claimed by plaintiffs is not at all in existence. There are number of suits filed before various Courts for similar relief before the City Civil Court unit and said suit have already been dismissed by concerned Courts. With regard to act of said Society, Rajarajeshwari Nagar Police have already registered Criminal Case in C.C.No.684/2009 against said Society represented by Shankar G. Belari and others for offences punishable under sections 418 and 420 of IPC. There is a serious dispute with regard to title, possession and identity and the very existence of suit schedule property. Therefore, the suit for injunction simplicitor filed by plaintiffs is not at all maintainable.

d. The defendant is in possession of written statement scheduled property i.e., the land bearing Survey No.11/P5 measuring 10 guntas out of the total



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extent of 02 acres situated at Pattangere Village, Kengeri Hobli, Bangalore South Taluk, bounded on East by land belongs to Basappa, West by land belongs to Rekha S Chandru, North by property belongs to Muniyappa and South by road and property belongs to Venkatappa and said property is hereinafter referred to as 'written statement scheduled property'. With this, he prayed for dismissal of this suit.

10. On the basis of the said pleadings, the trial Court has framed the following issues and additional issues:

- "1. Whether the plaintiffs are in lawful possession and enjoyment of the suit schedule property?*
- 2. Whether the plaintiffs prove the alleged interference of the defendant is true?*
- 3. What order or decree?*

Addl. Issue framed on 22.9.2018:

- 1. Whether defendant proves that suit of the plaintiffs for bare injunction is not maintainable?"*



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a. Plaintiff No.1 has been examined as P.W.1 and got marked documents as Ex.P1 to P6 and defendant got examined himself as D.W.1 and got marked documents as Ex.D1 to D22.

11. In both suits, the trial Courts after hearing the arguments on both sides and appreciating the evidence on record held that plaintiffs are in lawful possession of the suit schedule property and defendant is interfering in peaceful possession and enjoyment of the suit schedule property by plaintiffs and decreed suits granting permanent injunction to plaintiffs restraining the defendant from interfering in the peaceful enjoyment and possession of the suit schedule property. The defendant in both suits has challenged the said judgment and decree passed by the trial Court in these two appeals.



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12. Heard arguments of learned counsel for appellant in both appeals and learned counsel for respondents.

13. Learned counsel for appellant would contend that the plaintiffs have purchased the suit schedule property from REMCO (BHEL) House Building Co-Operative Society Ltd,. The said REMCO (BHEL) House Building Co-Operative Society Ltd, had acquired several properties and acquisition proceedings have been quashed by the Courts. Even after quashing of the acquisition proceedings, the Society has allotted sites to its members and therefore, said sale deeds are for namesake and no title has been passed under sale deeds. The very fact that suit has been filed by the Society against the defendant and other owners of Survey No.11/P5 measuring 02 acres situated in Pattangere Village in OS No.4115/2006 for relief of specific performance of sale agreement dated



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26.08.1984 itself indicate that the defendant and his family members are owners of the property bearing Survey No.11/P5 measuring 02 acres. The said suit filed by REMCO (BHEL) House Building Co-Operative Society Ltd, against this appellant -defendant and his father Sri Ganesh has been dismissed by Judgment and Decree dated 05.08.2010 and certified copy of which is at Ex.D1. There are other suits filed by other allottees of the sites for the relief of injunction and those suits also came to be dismissed by the Courts and judgment and decree of those suits are at Ex.D16 to Ex.D21. In those suits, plaintiffs were allottees of sites by REMCO (BHEL) House Building Co-Operative Society Ltd,. Even appeals filed by plaintiffs of those suits have been dismissed by the Hon'ble High Court. There is no approved layout plan of the layout formed by REMCO (BHEL) House Building Co-Operative Society Ltd, and Ex.P41 is not an approved layout plan. Therefore, plaintiffs ought to have filed suit for declaration of title as there is cloud in the title of the



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plaintiffs. On that point, he places reliance on the decisions of the Hon'ble Apex Court in the cases of ***Anathula Sudhakar Vs Buchi Reddy (Dead) by Lrs. And Others¹*** and ***Jharkhand State Housing Board Vs Didar Singh and Another²*** and contends that when vendor of plaintiffs have no title, plaintiffs will not acquire the title to the suit property. The trial Court, without considering all these aspects has erred in holding that plaintiffs are in possession of the suit schedule property and in declaring the suit. On these grounds, he prays to allow appeals.

14. Learned counsel for respondents would contend that there is no pleading of the appellant -defendant with regard to the suit in O.S.No.4115/2006 (judgment of which is at Ex.D11). Therefore, the evidence without pleadings cannot be considered. The pleading of defendant who is appellant herein itself clearly indicates

¹ In (2008) 4 SCC 594

² In (2019) 17 SCC 692



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that out of 02 acres of land in Survey No.11/P5, the defendant and his family members sold 01 acres 30 guntas and remaining 10 guntas of land has been gifted to Smt. Narasamma under Gift deed dated 17.04.2006. All those sale deeds and Gift Deed are on the same day i.e., 17.04.2006. The defendant has failed to establish that the suit schedule property is situated in Survey No.11/P5 which belongs to Sri Ganesh, the father of the defendant. The suit has been rightly decreed by the trial Court, holding that the plaintiffs are in peaceful possession and enjoyment of the suit schedule property based on the title, possession etc. When it is the case of the defendant that his property is not acquired there is no question of considering whether acquisition proceedings are quashed or not. It is for the defendant to establish that suit property is situated in property bearing Survey No.11/P5 measuring 02 acres. There is no cloud on the title of plaintiffs to relegate him to file suit for title. In the said decision relied upon by the



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appellant in the case of **Anathula Sudhakar (supra)**, it is made clear that when there is no cloud on the title it is not necessary to relegate plaintiffs to file suit for title. The defendant has sought rejection of the plaint and the said application has been dismissed and he prepared Civil Revision Petition before this Court and that also came to be dismissed. He said rejection of plaint has been sought on the ground that plaintiffs have not sought declaration of their title. On these grounds, he prayed for dismissal of appeal.

15. Having heard learned counsels, the Court has perused the judgment, decree and trial Court records.

16. The following point arise for consideration:

- i) Whether the trial Court is justified in holding that plaintiffs are in lawful possession of the suit schedule property, defendant has interfered in their possession and in declaring the suit of plaintiffs?



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The answer to the above point is in the ***affirmative*** for the following reasons;

It is the specific case of the appellant -defendant that the property belonging to their family bearing Survey No.11/P5 measuring 02 acres has not been acquired for the purpose of forming layout by REMCO (BHEL) House Building Co-Operative Society Ltd,. Therefore, it is not necessary to consider whether properties acquired for the purpose of forming layout by REMCO (BHEL) House Building Co-Operative Society Ltd., has been questioned by the Courts. Ex.D11 -judgment in O.S.No.4115/2006 indicate that the REMCO (BHEL) House Building Co-Operative Society Ltd., had filed a suit for specific performance against defendant -Srinivas and his father - Sri Ganesh for the relief of specific performance of sale agreement dated 26.05.1980 in respect of Survey No.11/P5 measuring 02 acres. The said suit came to be dismissed by judgment dated 05.01.2010. The said aspect clearly indicates that the said REMCO (BHEL) House



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Building Co-Operative Society Ltd., made an effort to purchase the property of Sri Ganesh and his family members in Survey No.11/P5 measuring 02 acres and it failed. The said aspect has not been pleaded by defendant in his written statement. It is clear from the said aspect that neither the property bearing Survey No.11/P5 measuring 02 acres is acquired nor it is purchased by the REMCO (BHEL) House Building Co-Operative Society Ltd,. It is a specific case of plaintiffs that they purchased suit schedule sites from the REMCO (BHEL) House Building Co-Operative Society Ltd., under registered sale deeds and they are in possession of the suit schedule property. The written statement schedule property is Survey No.11/P5 measuring 10 guntas situated in Pattanagere Village of Kengeri Hobli, Bangalore South Taluk. The said written statement schedule property, as per pleadings of appellant -defendant is gifted by defendant, his father and other family members in favour of Smt. Narasamma, the mother of defendant. Therefore, the defendant is not having any



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title to the written statement schedule property measuring 10 guntas situated in Survey No.11/P5. It is not the case of the defendant that he acquired any interest in the written statement schedule property. The defendant, without any interest in the written statement schedule property has tried to interfere in the possession of plaintiffs over suit schedule property. The suit schedule property has been acquired by plaintiffs under registered sale deed and they have produced documents to indicate that they are put in possession of the suit schedule property.

17. The defendant has not placed on record any evidence in order to show that the suit schedule property is situated in land measuring 10 guntas of Survey No.11/P5. It is not the case of plaintiffs that sites purchased by them is situated in Survey No.11/P5 measuring 10 guntas. Considering the said aspect, there is



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no cloud on the title of plaintiffs over suit schedule property.

18. The evidence produced i.e., registered sale deed possession certificate and tax paid receipts clearly indicates that plaintiffs are in lawful possession and enjoyment of the suit schedule property. The defendant, who is not owner of written statement schedule property has interfered in the possession of plaintiffs over suit schedule property. Considering the said aspect the trial Court has rightly held that the defendant has interfered in the peaceful possession and enjoyment of the suit schedule property by plaintiffs. The trial Court has taken into consideration even the police complaints filed by plaintiffs against the defendant when he tried to interfere in their possession over the suit property. Considering all these aspects, the trial Court is justified in holding that plaintiffs are in lawful possession and enjoyment of suit schedule property and defendant has interfered in



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plaintiffs enjoyment of the suit schedule property and in decreeing the suit. Considering all these aspects, there are no merits in the appeals.

19. In view of the above, the following

ORDER

i) Both appeals are ***dismissed.***

Sd/-
(SHIVASHANKAR AMARANNAVAR)
JUDGE

DSP
List No.: 2 Sl No.: 11
Ct.sm