



CNR: KAHC010475642019

NC: 2026:KHC:39629
RSA No. 454 of 2020

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 29TH DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE V SRISHANANDA

REGULAR SECOND APPEAL NO.454 OF 2020

BETWEEN:

1. SMT. VARALAKSHMAMMA
W/O LATE SOLAPPA
AGED ABOUT 44 YEARS,
R/AT KEMPASANDRA VILLAGE
TEKAL HOBLI
MALUR TALUK
KOLAR DISTRICT-563137
2. SRI. JOGGAPPA
S/O LATE SOLAPPA
AGED ABOUT 18 YEARS
MAJOR
R/AT KEMPASANDRA VILLAGE
TEKAL HOBLI
MALUR TALUK
KOLAR DISTRICT - 563 137

Digitally signed
by
SHARADAVANI
B
Location: High
Court of
Karnataka

APPELLANT NO.2 IS DISCHARGED FROM THE
GUARDIANSHIP OF APPELLANT NO.1 AS PER THE
COURT ORDER DATED 18.06.2026

...APPELLANTS

(BY SRI. SURESHA M., ADVOCATE)

AND:

1. SRI. VENKATESHAPPA
S/O LATE KORACHAPPA
SINCE DEAD BY HIS LRS



CNR: KAHC010475642019

NC: 2026:KHC:39629
RSA No. 454 of 2020

SMT MENASAMMA
W/O VENKATESHAPPA
AGED ABOUT 49 YEARS

2. SMT MANJUANATHA
S/O VENKATESHAPPA
AGED ABOUT 30 YEARS
3. SRI K V KUMAR
S/O VENKATESHAPPA
AGED ABOUT 27 YEARS
4. SMT GAYATHRI
D/O VENKATESHAPPA
AGED ABOUT 27 YEARS
5. SRI. ASHOK KUMAR
S/O VENKATESHAPPA
AGED ABOUT 24 YEARS,
MAJOR

AMENDMENT CARRIED OUT AS PER
THE COURT ORDER DATED 18.06.2026

RESPONDENTS ARE ALL RESIDENTS OF
KEMPASANDRA VILLAGE
TEKAL HOBLI, MALUR TALUK,
KOLAR DISTRICT - 563 137

...RESPONDENTS

(BY SRI. RAJASHEKARA H.M., ADVOCATE FOR R1 TO R5)

THIS RSA IS FILED UNDER SECTION 100 OF CPC 1908
AGAINST THE JUDGMENT AND DECREE DATED 29.06.2019
PASSED IN RA.NO.48/2014 ON THE FILE OF THE SENIOR CIVIL
JUDGE, MALUR DISMISSING THE APPEAL AND CONFIRMING
THE JUDGMENT AND DECREE DATED 01.04.2014 PASSED IN
OS.NO.500/2009 ON THE FILE OF THE PRINCIPAL CIVIL JUDGE
MALUR.



CNR: KAHC010475642019

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

CORAM: HON'BLE MR. JUSTICE V SRISHANANDA

ORAL JUDGMENT

1. Heard Sri. Suresha M., learned counsel for the appellant and Sri. Rajshekara H.M., learned counsel for the respondents.

2. Defendants in O.S. No.500/2009 are the appellants in the second appeal challenging the decreeing of the suit confirmed by the First Appellate Court in R.A. No.48/2014.

3. Facts in the nutshell which are utmost necessary for disposal of the present appeal are as under:

3.1. Sri. Venkateshappa filed a suit against the appellants herein seeking redemption of the sale deed in respect of the following immovable property (hereinafter referred to as the suit property).



CNR: KAHC010475642019

NC: 2026:KHC:39629
RSA No. 454 of 2020

SCHEDULE

Land bearing Sy.No.21 measuring 30 guntas situated at Kempasandra (V), Tekal (H), Malur (T), bounded on East by : Land of Byamma; West by : Land of Krishnappa; North by : Land of Venkateshappa and Ashwathappa ; South by : Ramappa.

3.2. Plaintiff contended that plaintiff was the absolute owner in possession and enjoyment of the suit property having acquired the same at an oral partition. Plaintiff borrowed a sum of Rs.15,000/- from the husband of the defendant No.1 namely Solappa.

3.3. On 15.07.1993, plaintiffs, their mother Byamma and brothers jointly executed a nominal sale deed in favour of Solappa as a security for having borrowed a sum of Rs.15,000/- from Solappa. There was a clause in the said sale deed that if the loan amount is paid along with interest after five years and before the expiry of six years, the property is to be reconveyed to Sri Venkateshappa.

3.4. As per the condition mentioned in the nominal sale deed, plaintiff demanded Solappa to reconvey the



CNR: KAHC010475642019

NC: 2026:KHC:39629
RSA No. 454 of 2020

property after receiving the sum of Rs.15,000/- and delivered the suit property to him which was intentionally postponed by Solappa on one pretext or the other.

3.5. It is further contented that plaintiff was always ready and willing to repay the amount of Rs.15,000/- as agreed and the same was not accepted by Solappa.

3.6. Plaintiffs further contended that Solappa with an intention to grab the suit property did not come forward to hand over the suit property by refusing to receive the principal amount and on 28.11.2005 executed a nominal sale deed in favour of his wife, who is the defendant No.1.

3.7. Upon such refusal and execution of sale deed, a legal notice was issued demanding defendant No.1 to execute the registered sale deed in favour of the plaintiff. There was no reply to the said notice and therefore suit was necessitated.



CNR: KAHC010475642019

3.8. Pursuant to the suit summons, defendants entered appearance denying the plaint averments in *toto* and took a specific contention that husband of the defendant No.1 has purchased the suit property from Byamma, Ashwathappa, Krishnappa, Venkateshappa through a registered sale deed dated 15.07.1993 and delivered the possession of the property to Solappa and thereafter revenue entries were mutated in the name of Solappa.

3.9. They further maintained that Solappa being the absolute owner of the suit property, was competent enough to execute the sale deed in favour of defendant No.1 and from the date of purchase, it is defendants who are in possession and enjoyment of the suit property as owners of the suit property after getting the revenue entries mutated in their name and sought for dismissal of the suit.



CNR: KAHC010475642019

NC: 2026:KHC:39629
RSA No. 454 of 2020

3.10. Based on the rival contentions of the parties, learned Trial Judge raised necessary issues and after recording the evidence of the parties, decreed the suit of the plaintiff. Operative portion of the Order of the Trial Judge reads as under:

"The suit of the plaintiff's is hereby decreed.

Hereby directed to defendant No.1 executed redemption sale deed with respect of suit schedule property in favour of plaintiffs by receiving of Rs.15,000/- and deliver the vacant possession over the suit schedule property to the plaintiffs within 30 days from this order."

3.11. Being aggrieved by the same, defendants filed an appeal before the First Appellate Court in R.A. No.48/2014.

3.12. Learned Judge in the First Appellate Court after securing the records, heard the arguments of the parties and dismissed the appeal and also rejected the application seeking to place additional evidence on record by considered judgment dated 29.06.2019.



CNR: KAHC010475642019

NC: 2026:KHC:39629
RSA No. 454 of 2020

4. Being further aggrieved by the same, defendants have filed the present appeal on the following grounds and substantial questions of law:

GROUND

- *That the Judgments and Decrees under Appeal are contrary to the material on record and opposed to the well established principles of law, and therefore the same are liable to be set aside.*
- *That both the courts below have failed to take into consideration that the suit schedule property was purchased by the 1st Appellant's husband Sri Solappa from the Respondents' father Sri Venkateshappa and others, for a valuable sale consideration through the registered Absolute Sale Deed dated 15-7-1993 vide Ex.P-2, and on that very same day the actual physical possession was handed over to the purchaser, and accordingly the Katha and mutation were effected in his name, and he continued to be the sole and absolute owner of the property having all right, title and interest. Thus, it could be clear that the transaction that has taken place under said deed of transfer is an Absolute Sale with an agreement for re-purchase within a period of six years, and the same is not a mortgage by conditional sale. Without considering this vital aspect of the matter, the courts below have erred in passing the impugned Judgments and Decrees which are highly*



CNR: KAHC010475642019

NC: 2026:KHC:39629
RSA No. 454 of 2020

erroneous and arbitrary and hence the same are liable to be set aside.

- *That the courts below have failed to take into consideration that in order to consider a transaction to be a mortgage by conditional sale, there must be a relationship of Debtor and Creditor between the parties, which is a sine-qua-non. But in the instant case, there is no such relationship between the aforesaid Sri Solappa the Purchaser - and Sri Venkateshappa and others the Vendors. It is relevant to note that Sec.58(c) of the Transfer of Property Act contains the definition of "mortgage by conditional sale". In a "mortgage by conditional sale", the transfer is made as a security to a loan taken by the mortgagor-owner; whereas in a "Sale with a condition to repurchase", the sale is made by the vendor-owner reserving with himself a right to repurchase it within a stipulated time. A sale with a condition of retransfer is not a mortgage since the relationship of debtor and creditor does not exist and there is no debt for which the transfer is made as a security.*
- *Further, whether the transaction is a "mortgage by conditional sale" or "Sale with condition to repurchase" is to be ascertained from the intention of the parties. The intention of the parties should be gathered from the recitals of the document itself. In the instant case, Sri Solappa had never obtained any loan from Sri Venkateshappa and others at any point of time, and*



CNR: KAHC010475642019

NC: 2026:KHC:39629
RSA No. 454 of 2020

therefore Ex.P-2 can never be termed as a security to a loan, and no mortgage was intended by the Vendors by the said deed. Therefore, the deed under question is only a Sale Deed with condition to repurchase and not a mortgage by conditional sale. Without considering this vital aspect of the matter, both the courts below have grossly erred in passing the impugned Judgments and Decrees which are highly erroneous and arbitrary and hence the same are liable to be set aside.

- *That both the courts below have failed to take into consideration that the definition of a "mortgage by conditional sale" postulates the creation by the transfer of a relation of mortgagor and mortgagee, the price being charged on the property conveyed. In a sale coupled with an agreement to reconvey there is no relation of debtor and creditor nor is the price charged upon the property conveyed, but the sale is subject to an obligation to retransfer the property within the period specified. What distinguishes the two transactions is the relationship of debtor and creditor. The transfer in the present case is not a security for the debt and there is no relationship of debtor and creditor between the parties. Without considering this vital aspect of the matter, both the courts below have grossly erred in passing the impugned Judgments and Decrees which are highly erroneous and arbitrary.*
- *That both the courts below have failed to take into consideration that as per Sec.58(a) of the Transfer of*



CNR: KAHC010475642019

NC: 2026:KHC:39629
RSA No. 454 of 2020

Property Act, a mortgage is the transfer of an interest in specific immovable property as a security for the repayment of the debt; but such interest itself is immovable property. In the case on hand, non-mention of the mortgage amount for which the interest in the immovable property was created as a security, indicate that the parties have never intended to create a mortgage deed. If really the parties have intended the transaction to be a mortgage, while handing over possession of the property to Sri Solappa for cultivation, the parties would have stated that the cultivation and enjoyment of usufructs are in lieu of the interest payable by Sri Venkateshappa and others. The transfer of on the amount. But that was not to be so. possession and right to cultivate the suit land could be conceived as the intention of the executants to transfer the right, title and interest in the property which are essentials in any transaction of a sale. Without considering this vital aspect of the matter, both the courts below have grossly erred in passing the impugned Judgments and Decrees which are highly erroneous and illegal and hence the same is liable to be set aside.

- *That both the courts below have failed to take into consideration that there has been a clear recital in the Sale Deed vide Ex.P-2 that Sri Solappa is entitled to pay the revenue to the Government. Pursuant to the said sale, the Mutation was effected in the name of Sri Solappa as per M.R.No.1/1995-96 and he had been paying the tax and the same were well within the*



CNR: KAHC010475642019

NC: 2026:KHC:39629
RSA No. 454 of 2020

knowledge of the Respondents. However, the Respondents never questioned the said mutation at any point of time. During the year 2005, since none of the Respondents came forward to pay the amount and to get re-transfer of the property within the stipulated period, and therefore Sri Solappa sold the said property to the 1st Appellant through the registered Sale Deed dated 1-12-2005 and thus mutation was also effected in her name as per M.R.No.2/2006-07. However, taking undue advantage of the innocence of the Appellants and their helpless condition, the Respondents instituted a false suit in the year 2009 with mala fide intention to knock off the property only on the ground that there was a recital in the Sale Deed regarding re-purchase within six years from sale deed i.e., 15-7-1993. Without considering this vital aspect of the matter, both the courts below have grossly erred in passing the impugned Judgments and Decrees which are highly erroneous and arbitrary and hence the same are liable to be set aside.

- *That both the courts below failed to take into consideration that though the transaction and condition to repurchase are embodied in one document, having regard to the intention of the parties and the surrounding circumstances, Ex.P-2 does not fall within the proviso to Sec.58(c) of the Transfer of Property Act. Further, Ex.P-2 is a registered deed of conveyance and hence it is not a mortgage, but a transaction of sale with condition to repurchase. Thus, both the courts below have failed to properly appreciate the recitals in Ex.P-2*



CNR: KAHC010475642019

NC: 2026:KHC:39629
RSA No. 454 of 2020

and it does not create expressly or by implication the relationship of debtor and creditor. The Courts below have not properly appreciated the evidence and Ex.P-2 in the light of the surrounding circumstances and therefore the impugned Judgments and Decrees are liable to be set aside.

- *That both the courts below failed to take into consideration that the suit of the Plaintiffs/Respondents is hopelessly barred by limitation and the same ought to have been dismissed at its threshold. That, as per the recital of the Sale Deed dated 15-7-1993 vide Ex.P-2 the duration for repurchase is six years, and the Vendors are at liberty to repurchase the property provided their paying the amount within six years, i.e., after completion of fifth year and within sixth year from the date of sale. However, the suit was instituted only in the year 2009, i.e., after lapse of nearly ten years. The Document is an Absolute Sale and not a mortgage by conditional sale, and as such, the Court below has misdirected itself in coming to the conclusion that Article 65 of the Limitation Act applies to the present case. As such, the impugned Judgments and Decrees are highly erroneous, arbitrary and unconstitutional and hence the same are liable to be set aside.*
- *That Courts below have failed to take into consideration that about three years after the Sale Deed vide Ex.P-2, the aforesaid Smt. Bayyamma who is the mother of Venkateshappa, has sold some other property to the*



CNR: KAHC010475642019

NC: 2026:KHC:39629
RSA No. 454 of 2020

very same Sri Solappa for a valuable consideration of Rs.75,000/- through the registered Sale Deed dated 21-1-1996 and has received the entire sale consideration amount. If really the Respondents' father Sri Venkateshappa and others had the intention to repurchase the suit schedule property, nothing prevented them to take necessary legal steps in the matter. Without considering this vital aspect of the matter, both the courts below have grossly erred in passing the impugned Judgments and Decrees and hence the same are liable to be set aside.

- *That the reasoning assigned by the courts below in pass the impugned Judgments and Decrees are erroneous and unfounded, and the same are against the well established principles of law and hence the same are liable to be set aside.*
- *Viewed from any angle and at any stretch of imagination it could clearly be held that the impugned Judgments and Decrees under appeal are highly erroneous and illegal and opposed to the material evidence on record and the same warrants the active interference of this Hon'ble Court to promote justice and prevent injustice.*

SUBSTANTIAL QUESTIONS OF LAW :

(i) Whether both the courts below are justified in law in decreeing the suit without framing proper issues to determine the controversy involved therein ?



CNR: KAHC010475642019

NC: 2026:KHC:39629
RSA No. 454 of 2020

(ii) Whether both the courts below are justified in law in decreeing the suit in the absence of any relationship of debtor-creditor between the parties as required under Sec.58(c) of the Transfer of Property Act?

(iii) Whether the Courts below are justified in decreeing the suit without considering that an absolute sale cannot be redeemed ?

(iv) Whether both the courts below are justified in decreeing the suit without considering the point of limitation for institution of the suit ?

5. Sri. Suresha M., learned counsel for the appellants, reiterating the grounds urged in the appeal memorandum would contend that both the Courts have wrongly decreed the suit of the plaintiff against the established principles of law and sought for admitting the appeal on the aforesaid substantial questions of law.

6. He would further contend that the clause in the sale deed executed by the plaintiffs and Byamma and others in favour of the husband of the defendant No.1 at no stretch of imagination can be considered as mortgage



CNR: KAHC010475642019

NC: 2026:KHC:39629
RSA No. 454 of 2020

by conditional sale; both the Courts erred in law in accepting the case of the plaintiffs which is opposed to Section 58(c) of the Transfer of Property Act and thus sought for admitting the appeal.

7. Sri Suresha also pressed into service provisions of Section 58(a) of the Transfer of Property Act and contented that the finding recorded by both the Courts is against the tone and tenor of Section 58(a) and (c) of the Transfer of Property Act and sought for admitting the appeal on the aforesaid substantial questions of law.

8. Per contra, Sri Rajasekara H.M., learned counsel for the respondent supports the impugned judgment.

9. Having heard the arguments of both sides, this Court perused the material on record meticulously.

10. On such perusal of the material on record, sale deed executed by Venteshappa and others in favour of the



CNR: KAHC010475642019

NC: 2026:KHC:39629
RSA No. 454 of 2020

husband of the defendant No.1, namely Solappa, is not in dispute. The said document is marked as Exhibit P1 before the Trial Court.

11. In the Exhibit P9, there is a specific mention that the property that has been sold by Sri Venteshappa and others in favour of the Solappa would be reconveyed to the plaintiffs after the period of five years and within six years.

12. Admittedly, the said document is the title for Solappa to get the revenue entries mutated in his name and therefore he has acted upon Exhibit P9.

13. Solappa said to have sold the property in favour of his wife by a registered sale deed dated 28.11.2005. However, for the reasons best known to him, Solappa again executed a registered Will in favour of his wife and his son on 03.11.2009 in respect of the suit property. Why those documents came into existence is not explained by the defendants.



CNR: KAHC010475642019

NC: 2026:KHC:39629
RSA No. 454 of 2020

14. Before filing the suit, a notice was issued to Solappa as well as the defendant No.1 Smt. Varalakshamma. Though the notice is duly served on Solappa and Varalakshamma, there was no reply to the legal notice at all.

15. Subsequently, Solappa died and suit is filed against Varalakshamma and her son Jogappa.

16. In the cross-examination of DW1 (defendant No.1 - Varalakshamma), she has categorically admitted that her husband Sri Solappa had told that the Exhibit P9 is a nominal sale deed and there was a clause in the agreement wherein the Solappa was required to get the property reconveyed onto his name after five years and within six years vide Exhibit P9. The said discussion is found in paragraph No.11 of the Trial Court Judgment wherein suggestions are also put to PW1 by the counsel for defendants about the reconveyance of the property.



CNR: KAHC010475642019

NC: 2026:KHC:39629
RSA No. 454 of 2020

17. For ready reference paragraph No.11 of the judgment of the Trial Court is extracted hereunder:

11. Further, in the cross examination of PW.1 the counsel for अवरನ್ನು Defendants suggested that, "ಸೋಲಪ್ಪನ ಜೀವಿತಾವಧಿಯಲ್ಲಿ ನಾನು ಅವರನ್ನು ಭೇಟಿಯಾಗಿ ವಾಪಸ್ಸು ಕ್ರಯ ಪತ್ರ ಬರೆದುಕೊಡಲು ಕೋರಿಕೊಂಡಿಲ್ಲ ಎಂದರೆ ಸರಿಯಲ್ಲ. ಜಿಣಾಡಿಣುಜಿಡಿ, "ಕಾಲಮಿತಿ ಮೀರಿರುವುದರಿಂದ ಅವರು ವಾಪಸ್ಸು ಬರೆದು ಕೊಡಲು ಆಗುವುದಿಲ್ಲ ಎಂದರೆ ಸಾಕ್ಷಿಯು ಅವರು ಕೊಡುತ್ತೇನೆ ಎಂದು ಹೇಳಿದ್ದರು ಎಂದು ನುಡಿಯುತ್ತಾನೆ." looking to the above suggestion made by the counsel for defendants herself admitted that, as the Ex.D.9-sale deed is nominal sale deed. Further, more on the cross examination of DW.1 stated clearly that " ನನ್ನ ಪತಿ ನನಗೆ ದಾವಾ ಸ್ವತ್ತಿನ ಬಗ್ಗೆ ನಾಮಕಾವಸ್ತೆ ಕ್ರಯ ಪತ್ರವನ್ನು ನನ್ನ ಹೆಸರಿಗೆ ವೆಂಕಟೇಶಪ್ಪ ಬರೆದು ಕೊಟ್ಟಿರುತ್ತಾನೆ. ಆದರೆ ಅವರು ಇಲ್ಲಿಯವರೆಗೂ ನನ್ನ ಬಳಿ ಬಂದು ಬಿಡಿಸಿಕೊಳ್ಳಲು ಕೇಳಿರುವುದಿಲ್ಲ. ಆದ್ದರಿಂದ ನಾನು ನಿನಗೆ ಕ್ರಯ ಪತ್ರ ಬರೆದುಕೊಡುತ್ತಾ ಇರುತ್ತೇನೆ ಎಂದು ನನಗೆ ನನ್ನ ಪತಿ ಹೇಳಿರುತ್ತಾನೆ. ಸೋಲಪ್ಪನಿಂದ ವಾದಿ ವೆಂಕಟೇಶಪ್ಪನು 15 ಸಾವಿರ ಸಾಲವನ್ನು ಪಡೆದುಕೊಂಡು ನಾಮಕಾವಸ್ತೆ ಕ್ರಯ ಪತ್ರವನ್ನು ಸೋಲಪ್ಪನ ಹೆಸರಿಗೆ ವೆಂಕಟೇಶಪ್ಪನು ಬರೆದುಕೊಟ್ಟಿರುತ್ತಾನೆ ಎಂದರೆ ಸಾಕ್ಷಿಯು ವೆಂಕಟೇಶಪ್ಪನು ಸೋಲಪ್ಪನಿಂದ 30 ಸಾವಿರ ಸಾಲವನ್ನು ಪಡೆದುಕೊಂಡಿರುತ್ತಾನೆ ಆದರೆ ನಾಮಕಾವಸ್ತೆ ಕ್ರಯ ಪತ್ರ ಬರೆದುಕೊಡುವ ಸಮಯದಲ್ಲಿ ದಾವಾ ಸ್ವತ್ತಿನ ಮೌಲ್ಯಕ್ಕಾಗಿ 15ಸಾವಿರ ಎಂದು ಕ್ರಯ ಪತ್ರದಲ್ಲಿ ನಮೂದಿಸಲಾಗಿದೆ ಎಂದು ನುಡಿಯುತ್ತಾಳೆ. ದಿ15.07.1993ರಂದು ದಾವಾ ಸ್ವತ್ತಿನ ಪಹಣಿಯು ಭೈಯಮ್ಮಳ ಹೆಸರಿಗೆ ಇರುವುದರಿಂದ ಭೈಯಮ್ಮ, ಕೃಷ್ಣಪ್ಪ, ಅಶ್ವಥಪ್ಪ ಇವರೆಲ್ಲರು ಜಂಟಿಯಾಗಿ ನಾಮಕಾವಸ್ತೆ ಕ್ರಯ ಪತ್ರ ಬರೆದುಕೊಟ್ಟಿರುತ್ತಾರೆ ಎಂದರೆ ಸರಿ."looking to the above evidence of D.W.1 herself clearly admitted that as the alleged sale deed dtd. 15.7.1993 i.e., Ex.P.9 is nominal sale deed, under these circumstances plaintiffs are clearly established Venkateshappa has been received hand loan of Rs.15.000 from solappa and executed sale deed and possession handed over in favour of him as security purpose. Under these reasons issue No.1 and 3 is held in the Affirmative."



CNR: KAHC010475642019

NC: 2026:KHC:39629
RSA No. 454 of 2020

18. When there is a categorical admission that the Exhibit P9 was a conditional sale and there was a condition to reconvey the property if the plaintiffs were to repay Rs.15,000/-, though the Exhibit P9 is styled as sale deed, it *par* takes the nature of mortgage by conditional sale deed.

19. Thus, the arguments of the counsel for the appellant that the finding recorded by the Trial Judge as well as the learned Judge in the First Appellate Court is opposed to Sections 58(a) and (c) of the Transfer of Property Act cannot be countenanced in law.

20. When two Courts have factually recorded a finding that it is the Solappa who refused to reconvey the property and clandestinely sold the property in favour of his wife vide Ex.D1 and later on executed a Will vide Exhibit P10 shows that somehow Solappa wanted to deny



NC: 2026:KHC:39629
RSA No. 454 of 2020

the right of getting the property reconveyed by the plaintiffs.

21. Thus, this Court does not find merit in any one of the substantial questions of law for admitting the appeal for further consideration.

22. Accordingly, following Order:

ORDER

- (i) Admission declined.
- (ii) Regular Second Appeal is ***dismissed***.

**Sd/-
(V SRISHANANDA)
JUDGE**

SNC
List No.: 1 Sl No.: 51