



IN THE HIGH COURT OF KARNATAKA AT BENGALURU
DATED THIS THE 18TH DAY OF JUNE, 2026
BEFORE
THE HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM
REGULAR FIRST APPEAL NO. 1500 OF 2014 (DEC/INJ)
BETWEEN:

SRI M.A. TABREAZ S/O MOHDAMMED ARIFULLA,
AGED ABOUT 37 YEARS,
RESIDING AT NO.8/4,
10TH 'A' CROSS, ANEPALYA,
NEELASSANDRA POST,
BANGALORE-560047.

... APPELLANT

(BY SRI RASHEED KHAN, ADVOCATE)

AND:

SRI RICHORD JOYCE S/O S.A. JOYCE
AGED ABOUT 41 YEARS,
RESIDING AT NO. 1054,
BDA QUARTERS, II STAGE,
AUSTIN TOWN,
BANGALORE-560047.

... RESPONDENT

(BY SRI P.VENKATARAMANA, ADVOCATE FOR C/R)



THIS REGULAR FIRST APPEAL, FILED U/SEC.96 OF CPC,
PRAYING TO SET ASIDE JUDGMENT AND DECREE PASSED IN
O.S.NO.1358/2002 ON THE FILE OF XVIII ADDITIONAL CITY CIVIL
JUDGE, BANGALORE CITY, (CCH NO.10) AND DECREE THE SUIT
AND ETC.,

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



ORAL ORDER

(PER: HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM)

The captioned Regular First Appeal is filed by the unsuccessful plaintiff assailing the judgment and decree dated 30.07.2014 passed in O.S. No.1358/2002 by the Court of first instance, whereby the suit instituted by the plaintiff seeking declaration of title on the strength of the sale deed dated 06.09.1999 came to be dismissed. Aggrieved by the said judgment and decree, the plaintiff is before this Court in the present appeal.

2. For the sake of convenience and brevity, the parties are referred to as per their rank before the Trial Court.

3. The facts leading to the present case are as under:

The plaintiff instituted a suit in O.S.No.1358/2002 asserting title over the suit schedule property, namely Site No.2. The plaintiff claimed title and possession over the



suit schedule property on the strength of a registered sale deed dated 06.09.1999 alleged to have been executed by the original owner, Gundappa. It was specifically pleaded that pursuant to the execution of the sale deed, the plaintiff became the absolute owner in lawful possession and enjoyment of the suit schedule property. The plaintiff further alleged that the defendant, claiming to be the owner of the adjacent Site No.7, without having any lawful right, title or interest over the suit schedule property, attempted to demolish the compound wall and interfere with the plaintiff's peaceful possession and enjoyment of the property. The plaintiff also specifically contended that the defendant has created and relied upon fabricated documents in respect of adjoining Site No.7. On these set of pleadings, the plaintiff instituted the suit seeking the relief of declaration of title and consequential perpetual injunction.

4. Per contra, on service of summons, the defendant entered appearance and filed a detailed written



statement stoutly denying the entire averments made in the plaint. The defendant, while disputing the plaintiff's title and possession, made elaborate reference to several litigations involving the plaintiff's vendor, Gundappa, namely O.S. No.787/2002, O.S. No.4234/1999, O.S. No.9181/2001 and O.S. No.9182/2001.

5. The defendant further specifically contended that the title of the plaintiff's vendor, Gundappa, had already been meticulously examined in earlier proceedings, more particularly in O.S.No.15291/2001 instituted against the plaintiff's sister and also in O.S.No.10910/1998. It was pleaded that both the said suits were hotly contested and, upon detailed examination of the title documents, the competent Civil Courts had recorded categorical findings that Gundappa, who had originally acquired Site No.2, had already alienated the very same property in favour of one A. Muniswamy under a registered sale deed dated 30.05.1968 and that the said A. Muniswamy had, in turn, conveyed the property in



favour of one Karar Hussain under a registered sale deed dated 19.12.1979.

6. The defendant further pleaded that the suit in O.S. No.10910/1998 had been decreed and the said judgment and decree is subsequently confirmed by this Court in R.F.A. No.318/2012. It was also contended that the judgment and decree passed in O.S.No.15291/2001, which was instituted by the present defendant and decreed in his favour is the subject matter of challenge in R.F.A.No.596/2011 and is pending consideration before this Court.

7. Placing reliance on the findings recorded in the aforesaid proceedings, the defendant specifically contended that Gundappa had already alienated Site No.2 long prior to the alleged sale deed dated 06.09.1999 relied upon by the plaintiff and, therefore, had no subsisting right, title or interest so as to convey the suit schedule property in favour of the plaintiff. The defendant further



alleged that the plaintiff has set up a fictitious and concocted claim under the guise of the registered sale deed dated 06.09.1999 and has instituted a frivolous suit seeking declaration of title and consequential injunction. On these grounds, the defendant sought dismissal of the suit.

8. Based on the rival pleadings, the Trial Court formulated the necessary issues for adjudication and also framed an additional issue on 09.03.2009, specifically casting the burden on the plaintiff to establish and substantiate his title over the suit schedule property on the strength of the registered sale deed dated 06.09.1999. Pursuant to the framing of issues, the parties were called upon to adduce evidence in support of their respective claims.

9. The plaintiff, in order to substantiate his claim of title and possession, examined his General Power of Attorney holder as PW.1 and got marked in all 28



documents as Exs.P-1 to P-28. The defendant, on the other hand, examined himself and also led rebuttal evidence through his father. In support of his defence, the defendant produced and got marked 47 documents.

10. The Trial Court, upon meticulous examination of the oral and documentary evidence placed on record, particularly the judgments rendered in O.S.No.10910/1998 marked as Exs.D-37 and D-38 and the judgment and decree passed in O.S.No.15291/2001 marked as Exs.D-35 and D-36, came to the conclusion that the plaintiff had failed to establish lawful title over the suit schedule property. The Trial Court, while placing reliance on the findings recorded in the aforesaid judgments, held that the plaintiff's vendor, Gundappa, had already alienated the suit property in favour of one A. Muniswamy under a registered sale deed dated 30.05.1968, which was produced and marked as Ex.D-5.



11. The Trial Court further recorded a finding that the said A. Muniswamy had subsequently conveyed the property in favour of one M. Karar Hussain under a registered sale deed marked as Ex.D-6. Referring to the recitals contained in Exs.D-5 and D-6 and the findings recorded in O.S. No.15291/2001 and O.S. No.10910/1998, the Trial Court proceeded to dismiss the suit by recording a categorical finding that the plaintiff had failed to establish title over the suit schedule property, namely Site No.2. The Trial Court ultimately held that the plaintiff's vendor, Gundappa, had lost all right, title and interest in the property pursuant to the conveyance executed in favour of A. Muniswamy in the year 1968 and, consequently, dismissed the suit.

12. Having heard the learned counsel appearing for the plaintiff and the learned counsel appearing for the defendant, and having perused the judgment and decree impugned in the present appeal, the following points arise for consideration of this Court:



(i) Whether the finding recorded by the Trial Court on the additional issue holding that the plaintiff has failed to establish lawful title over the suit schedule property on the strength of the registered sale deed dated 06.09.1999 suffers from perversity or legal infirmity so as to warrant interference by this Court in the present appeal?

(ii) What order?

Finding on Point No.(i):

13. This Court, being the final Court on facts, has meticulously re-appreciated the pleadings averred in the plaint, the specific defence set up by the defendant in the written statement and the entire oral and documentary evidence placed on record by the parties. This Court has also carefully examined the two crucial judgments relied upon by the defendant, namely the judgment and decree passed in O.S. No.15291/2001 and the judgment rendered in O.S. No.10910/1998, which have direct bearing on the title of the plaintiff's vendor, Gundappa.



14. In O.S.No.15291/2001, which was instituted by the present defendant seeking the relief of bare injunction, the competent Civil Court, while examining the chain of title, has recorded a categorical finding that Gundappa, who had acquired title under the registered sale deed dated 05.11.1965 executed by the original owner Chandanmal Jugraj, marked in the present proceedings as Ex.D-4, had subsequently alienated Site No.2 in favour of one A. Muniswamy under a registered sale deed dated 30.05.1968 marked as Ex.D-5. The Court therein has further recorded a finding that the said A. Muniswamy had, in turn, conveyed the property in favour of one M. Karar Hussain under a registered sale deed marked as Ex.D-6.

15. This Court also notices that in the comprehensive suit in O.S.No.10910/1998, the title of Gundappa was once again directly put in issue and was meticulously scrutinized by the competent Civil Court. In the said proceedings also, the Trial Court, upon



examination of the title deeds, recorded a categorical finding that Gundappa, having already alienated Site No.2 in favour of A. Muniswamy in the year 1968, had completely divested himself of all right, title and interest over the suit property and, therefore, had no subsisting saleable interest so as to execute subsequent conveyances creating third-party rights in respect of the very same property.

16. This Court cannot lose sight of the settled principles embodied under the provisions of the Transfer of Property Act, 1882. Section 7 of the Act clearly contemplates that only a person competent to contract and entitled to transferable property, or authorised to dispose of transferable property, is competent to transfer such property. Once Gundappa had conveyed Site No.2 in favour of A. Muniswamy under Ex.D-5 dated 13.05.1968, the entire bundle of rights stood transferred in favour of the purchaser and Gundappa was completely divested of ownership and all transferable interest in the property.



Consequently, any subsequent conveyance executed by Gundappa in respect of the very same property would not convey lawful title.

17. At this juncture, it would also be relevant to note that this Court, while affirming the judgment and decree passed in O.S.No.10910/1998 in R.F.A.No.318/2012, has adverted to the mandate of Section 7 of the Transfer of Property Act, 1882 and has specifically examined the competency of Gundappa to execute a subsequent sale deed in respect of Site No.2 after having already alienated the property in favour of A. Muniswamy in the year 1968. The findings recorded therein clearly indicate that Gundappa had lost all transferable interest in the property and, therefore, lacked competence to execute any subsequent conveyance.

18. In the light of these concurrent findings recorded in the earlier proceedings, this Court is of the considered view that the plaintiff, though armed with a



registered sale deed dated 06.09.1999, cannot claim lawful title over the suit schedule property. Mere execution and registration of a sale deed would not by itself confer valid title if the vendor had no subsisting right, title or interest in the property on the date of execution of the conveyance. Registration of a document cannot cure the inherent defect in title nor can it validate a transfer made by a person who had already lost ownership over the property.

19. The material on record clearly demonstrates that Gundappa had already alienated the suit schedule property under Ex.D-5 dated 13.05.1968 in favour of A. Muniswamy and, therefore, by the time the alleged sale deed dated 06.09.1999 came to be executed in favour of the plaintiff, Gundappa had no saleable right, title or interest left in the property. Consequently, no lawful title stood conveyed in favour of the plaintiff under the sale deed dated 06.09.1999.



20. Therefore, this Court is of the considered view that the findings recorded by the Trial Court while answering the additional issue against the plaintiff are based on proper appreciation of the rebuttal evidence and the binding findings rendered in the earlier proceedings. The plaintiff has utterly failed to establish lawful title over the suit schedule property since his vendor had already alienated the property way back in the year 1968. Accordingly, Point No.(i) is answered in the '**negative**' and against the plaintiff.

Finding on Point No.(ii):

21. In view of the findings recorded on Point No.(i), this Court is of the considered view that the plaintiff has failed to establish lawful title over the suit schedule property on the strength of the registered sale deed dated 06.09.1999. The material placed on record clearly demonstrates that the plaintiff's vendor, Gundappa, had already alienated Site No.2 in favour of A. Muniswamy



under the registered sale deed dated 30.05.1968 and, therefore, had no subsisting right, title or transferable interest so as to execute the subsequent sale deed in favour of the plaintiff.

22. The Trial Court, on meticulous appreciation of the oral and documentary evidence, particularly the earlier judgments and the chain of title documents produced by the defendant, has rightly dismissed the suit by holding that the plaintiff failed to prove lawful title and consequential possession over the suit schedule property. This Court does not find any perversity, illegality or infirmity in the findings recorded by the Trial Court warranting interference in the present appeal under Section 96 of the Code of Civil Procedure.

23. Accordingly, the appeal being devoid of merits is liable to be dismissed. Hence, the following:



ORDER

- (i) The Regular First Appeal is ***dismissed***;
- (ii) The judgment and decree dated 30.07.2014 passed in O.S.No.1358/2002 on the file of the XVIII Addl. City Civil and Sessions Judge, Bengaluru are hereby confirmed;
- (iii) In the facts and circumstances of the case, there shall be no order as to costs.

**Sd/-
(SACHIN SHANKAR MAGADUM)
JUDGE**

CA
CT:GSM
LIST NO.: 19 SL NO.: 8.2