IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 24TH DAY OF NOVEMBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE RAJESH RAI K

REGULAR FIRST APPEAL NO.2354 OF 2019 (RES)

BETWEEN:

1. BABU
S/O ABDUL SATTAR,
AGED ABOUT 63 YEARS,

2. NADEEM
S/O BABU
AGED ABOUT 33 YEARS,

BOTH R/AT TOGETHER R/AT
#26 (OLD NO.81) K.H.B.1ST STAGE,
4TH MAIN ROAD, KAMAKSHIPALYA
B.B.M.P. WARD NO.18
BENGALURU.

...APPELLANTS

(BY SRI. A KUMARAVEL, ADVOCATE)

Digitally signed by PANKAJA S
Location: HIGH COURT OF KARNATAKA

AND:

RAVIPRAKASH GOWDA
S/O KRISHNAPPA PUTTE GOWDA
AGED ABOUT 68 YEARS,
PERMANENTLY RESIDING AT
NO.3615 ROCKDALE TERR,
BALTIMORE, MARYLAND,
21244 USA

TEMPORARILY RESIDING AT:
C/O N.R. MADHUSUDHAN,
RAVI KIRAN APARTMENT
FLAT NO.304, 3RD FLOOR, 4TH MAIN,
15TH CROSS, MALLESHWARAM,
BENGALURU - 560 003

REPRESENTED BY HIS POWER OF ATTORNEY HOLDER
MR. N.R.MADHUSUDHAN
S/O LATE B.N. RAMADAS,
AGED ABOUT 56 YEARS,
RESIDING AT FLAT NO.304,
RAVI KIRAN APARTMENT
3RD FLOOR, 4TH MAIN
15TH CROSS, MALLESHWARAM
BENGALURU - 560 003

…RESPONDENT

(BY SRI. SRINIVASA N C, ADVOCATE)

THIS RFA IS FILED UNDER SECTION 96 OF CPC, AGAINST THE JUDGMENT AND DECREE DATED 17.09.2019, PASSED IN O.S.NO.6593/2013 ON THE FILE OF THE XL ADDITIONAL CITY CIVIL & SESSIONS JUDGE, BENGALURU, PARTLY DECREEING THE SUIT FOR EJECTMENT.

THIS APPEAL HAVING BEEN RESERVED FOR JUDGMENT ON 19.11.2026 COMING ON FOR PRONOUNCEMENT THIS DAY, THE COURT DELIVERED THE FOLLOWING:

CORAM: HON'BLE MR. JUSTICE RAJESH RAI K

CAV JUDGMENT

1. Defendants are in this appeal seeking to set aside the impugned judgment and decree dated 17.09.2019 passed in O.S.N.6593/2013 by the learned XL Additional City Civil & Sessions Judge, Bengaluru City, decreeing the said suit with costs and directing the defendants to vacate and handover vacant possession of suit schedule premises to the plaintiff/respondent herein within a period of three months and ordering separate enquiry regarding mesne profit.

2. For the sake of convenience, the parties are referred to by their rank in the Trial Court.

3. The factual matrix of the case is that the plaintiff is the absolute owner of the suit schedule property, which has been leased to the defendants for a sum of Rs.4,00,000/- for a period of four years and the same was extended from time to time on monthly basis orally. Thereafter, since the plaintiff was not willing to extend the tenancy, he issued legal notice on 04.06.2013 notifying the defendants to quit/vacate and handover vacant possession of the schedule property to the plaintiff. Since the defendants failed to vacate the premises, the plaintiff left with no other option, has filed the present suit seeking relief of ejectment of defendants and enquiry into mesne profits in respect of suit schedule property.

4. On issuance of summons, defendants filed their written statement stating that one T.A.Parveen, the GPA holder of the plaintiff inducted Abdul Sattar (father of defendant No.1) on 01.01.2001 by receiving Rs.4,00,000/- for a period of three years. Thereafter, said Abdul Sattar died on 22.04.2003 and their heirs continued to be in possession and enjoyment of the schedule property. It is also stated that defendants spent

Rs.2,50,000/- towards repair and renovation of the schedule property. As such, there is no relationship of landlord and tenant between the plaintiff and the defendants and that the plaintiff is not the absolute owner of the schedule property.

5. During trial, the plaintiff examined himself as P.W.2 and marked documents from Exs.P1 to 17, while defendant No.2 examined himself as D.W.1 and marked Exs.D1 to 25.

6. The Trial Court, upon appreciation of oral and documentary evidence, decreed the suit in favour of the plaintiff. Aggrieved by the same, the defendants have preferred this appeal.

7. Heard Sri A.Kumaravel, learned counsel for the appellants/defendants and Sri N.C.Srinivasa, learned counsel for the respondent/plaintiff.

8. Learned counsel for the appellants/defendants would contend that though the plaintiff has failed to establish the relationship of landlord and tenant between the plaintiff and the defendants, the Trial Court has grossly erred in decreeing the suit. He would further contend that though respondent claimed to have inherited the suit schedule property by

claiming to be the husband of one Nasarath Ara Parveen, who is the absolute owner of the property, he has failed to establish that he is the legally wedded husband of said Nasarath Ara Parveen. Further, the plaintiff got the Release Deed executed from the daughters of Nasarath Ara Parveen in his favour only after filing of the suit and the plaintiff also got executed GPA in his favour, however, he never produced the GPA before the Trial Court. Thus, though the plaintiff has utterly failed to establish that he is the absolute owner of the suit schedule property, the Trial Court has erred in decreeing the suit. Accordingly, he prays to allow the appeal.

9. *Per contra*, learned counsel for the respondent/plaintiff would contend that the suit is one for relief of ejectment and the scope of ejectment is limited to the extent of establishment of jural relationship of landlord and tenant and further termination of tenancy. As such, when the defendants themselves had admitted said jural relationship in paragraph 7 of their written statement, they have no question to challenge the title of the landlord. Further, as regards termination of tenancy, the plaintiff has proved the same by issuance of notice dated 04.06.2013 addressed to the defendants. The plaintiff has also proved that the defendants continued to be in

possession of property unauthorizedly. Thus, the Trial Court has rightly passed the impugned judgment and decree and hence, the same does not call for any interference at the hands of this Court. Accordingly, he prays to dismiss the appeal.

10. I have given my anxious consideration to the submissions of learned counsel for the respective parties and perused the material on record.

11. On careful scrutiny of the records, it reveals that one Nasarath Ara Parveen is the daughter of Mohammed Syed and Rukhiya Begum, who at the time of marriage with the plaintiff changed her name as Suma because the marriage was registered as per Hindu Marriage Act. Further, the said Nasarath Ara Parveen, being the absolute owner of the schedule property through her sister i.e., T.A.Parveen, inducted the father of defendant No.1 as tenant of the schedule property. Thereafter, said Nasarath Ara Parveen i.e., the wife of the plaintiff died on 10.10.2000 leaving behind the plaintiff and her children. Since her children were residing in USA, they executed the Release Deed in favour of the plaintiff relinquishing their right, title and interest in the schedule property. Based on which, the plaintiff got the khatha

transferred in his name. These facts corroborate with the khatha certificate, khatha extract, Release Deed, Memorandum of Marriage and the death certificate of Nasarath Ara Parveen produced at Exs.P1, 2, 8 to 11). Thus, it is clear that schedule property was purchased by Nasarath Ara Parveen and after her death, by virtue of the Release Deed executed by her children, her husband i.e., the plaintiff became the owner of the schedule property.

12. As regards termination of tenancy, the plaintiff terminated the same by issuing termination notice on 04.06.2013 through RPAD to the address of the schedule property asking the defendants to vacate and handover vacant possession of the premises. However, the same was returned with an endorsement "No such person in the address. Hence, returned". When it is the case of the defendants that they are residing in the schedule property and that the address to which termination notice was issued was the address of the schedule property, it cannot be said that the notice was not served.

13. As regards enquiry into mesne profits, it is an undisputed fact that the defendants are in possession of schedule property and that the plaintiff terminated the lease of

defendants by issuing termination notice and asked them to vacate the premises. However, the defendants continued the possession of schedule premises even thereafter unauthorisedly.

14. In view of above discussion, impugned judgment and decree dated 17.09.2019 passed in O.S.N.6593/2013 by the learned XL Additional City Civil & Sessions Judge, Bengaluru City, decreeing the said suit with costs and directing the defendants to vacate and handover vacant possession of suit schedule premises to the plaintiff/respondent herein and ordering separate enquiry regarding mesne profit, is just and proper and does not call for interference at the hands of this Court. Accordingly, the appeal is ***dismissed***.

SD/-
(RAJESH RAI K)
JUDGE

PKS/V