HC-KAR

NC: 2026:KHC:61576
WP No. 33904 of 2026

CNR: KAHC010751672026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 5TH DAY OF NOVEMBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE K. V. ARAVIND

WRIT PETITION NO. 33904 OF 2026 (GM-CPC)

BETWEEN:

1. SMT. M. BHAGYA,
D/O LATE C. MUNIRUDRAPPA
AGED ABOUT 66 YEARS
R/AT NO.21/42, 16TH CROSS,
16TH MAIN, PADMANABHANAGAR
BENGALURU-85.

2. SMT. M. ANNAPOORNA,
AGED ABOUT 64 YEARS,
D/O LATE C. MUNIRUDRAPPA,
R/AT SOMESHWARA TEMPLE STREET,
NAGARTHPET, VIJIPURA,
DEVANAHALLI TALUK- 562 110
BENGALURU RURAL DISTRICT

Digitally signed by VIJAYA P
Location: High Court of Karnataka

3. SMT. M. SUBHADRA
AGED ABOUT 62 YEARS
D/O LATE C. MUNIRUDRAPPA
R/AT KALIKAMBA ROAD,
DEVANAHALLI TOWN- 562 110
BENGALURU RURAL DISTRICT

4. SMT. M. UMADEVI
AGED ABOUT 59 YEARS
D/O LATE C. MUNIRUDRAPPA
R/AT NO.1331, AGRAHARA
TUMAKURU TOWN-572 101
TUMAKURU DISTRICT.

5. M. RUDRAPPA
AGED ABOUT 57 YEARS

S/O LATE C. MUNIRUDRAPPA
R/AT NO. 222/1, 6TH CROSS
VENKATAPURA NEW EXTENSION
KORAMANGALA,
BENGALURU-560 203.

…PETITIONERS

(BY SMT. S.B.LAKSHMAMMA, ADVOCATE)

AND:

1. MANJUNATH M.,
AGED ABOUT 58 YEARS
S/O LATE C. MUNIRUDRAPPA
R/AT MARUTHINAGARA,
DODDABALLAPURA TOWN- 561203,
BENGALURU RURAL DISTRICT

2. M. PARAMASHIVAIAH
S/O LATE C. MUNIRUDRAPPA,
SINCE DEAD BY LR'S
SMT. HEMAVATHI
W/O LATE M. PARAMASHIVAIAH
AGED ABOUT 53 YEARS

3. MR. MITHUN
S/O LATE M. PARAMASHIVAIAH
AGED ABOUT 28 YEARS

4. MR. LOKESH
S/O LATE M. PARAMASHIVAIAH
AGED ABOUT 26 YEARS

RESPONDENTS 2 TO 4 ARE
R/AT AND CARE OF K.V. NATARAJ
OPPOSITE TO NEW KARAGA TEMPLE
NEW KARAGA TEMPLE ROAD,
DODDABALLAPURA TOWN- 561 203
BENGALURU RURAL DISTRICT.

5. P.R. NATARAJ
SINCE DEAD BY LR'S,
MR. NAVEEN KUMAR N.,

AGED ABOUT 45 YEARS
S/O LATE P.R. NATARAJ

6. MR. NITHIN KUMAR
AGED ABOUT 35 YEARS
S/O LATE P.R. NATARAJ

7. SMT. S. MANJULA
D/O C. SHIVARUDRAPPA
AGED ABOUT 67 YEARS

RESPONDENTS 5 TO 7 ARE
R/AT NO.34/7, 10TH MAIN,
14TH CROSS, LAKKASANDRA EXTENSION
WILSON GARDEN, BENGALURU- 560 027.

…RESPONDENTS

(BY SRI K. SHIVASHANKAR, ADVOCATE FOR C/R5)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF CONSTITUTION OF INDIA PRAYING TO QUASH THE ORDER AT ANNEXURE-L DATED 27.10.2026 ON IA NO. 15/2026 PASSED IN OS NO.4087/2005 ON THE FILE OF XXV ADDL. CITY CIVIL AND SESSION JUDGE BENGALURU (CCH-23).

THIS PETITION, COMING ON FOR PRELIMINARY HEARING, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE K. V. ARAVIND

ORAL ORDER

The present petition is filed impugning the order dated 27.10.2026 passed on I.A. No.15, whereby the application filed under Order XXVI Rule 10 of the CPC read with Section 39 of the BSA came to be rejected.

2. Learned counsel appearing for the petitioners submits that the suit was instituted for partition and that, pursuant to the written statement filed by the defendants, wherein reliance was placed on a General Power of Attorney (GPA) purportedly executed by the plaintiffs, necessary amendments were incorporated in the plaint, including a challenge to the subsequent transactions in respect of the suit schedule property.

2.1 It is submitted that the amended plaint specifically contains a categorical plea that the GPA is forged and fabricated by defendant No.1. It is further contended that, even on a bare comparison, the signatures appearing on the GPA are visibly different from the signatures of the plaintiffs found on other documents. Learned counsel also points out that the GPA was notarised at Bengaluru, whereas the plaintiffs are residents of Doddaballapur, which circumstance, according to the petitioners, gives rise to serious doubts regarding its genuineness.

2.2 Learned counsel further submits that the Trial Court, without properly appreciating the pleadings and the specific averments made in the amended plaint, has erroneously considered the matter and passed the impugned order.

3. *Per contra*, learned counsel appearing for the respondents submits that the Trial Court had passed a decree, which was subsequently challenged before this Court in RFA No.750/2018. This Court, by judgment dated 26.02.2026, remitted the matter to the Trial Court for fresh consideration for a limited purpose, while recording a finding that the plaintiffs had not disputed the execution of the Power of Attorney. It is submitted that the Coordinate Bench of this Court has reiterated the said clarification on more than three occasions in the course of the proceedings in RFA No.750/2018.

3.1 Learned counsel further submits that, during the pendency of the suit, the plaintiffs agreed to settle the dispute and, pursuant thereto, received part of the consideration amount. However, they failed to conclude the settlement process. It is further submitted that PW.2, in his cross-

examination subsequent to the remand, has categorically admitted to having entered into a settlement and having received the consideration amount pursuant thereto.

3.2 Learned counsel contends that, in view of the categorical finding recorded by this Court that the execution of the GPA was not in dispute, the application seeking appointment of a Court Commissioner for comparison of signatures amounts to an abuse of the process of law. It is further submitted that even the averments in the plaint, notwithstanding the subsequent amendment, do not contain any specific plea disputing the execution of the GPA.

4. Considered the submissions made by learned counsel for the petitioners and learned counsel for the respondents. Perused the materials on record.

5. The suit was initially instituted for partition. Upon the filing of the written statement, the defendants relied upon an alleged GPA dated 01.07.2002. Though the plaintiffs, in their pleadings, have contended that the signatures obtained from them for some other purpose were subsequently misused for

creating the GPA, the said averments merely allege that the GPA was brought into existence by such misuse and do not specifically dispute the signatures appearing thereon. For the sake of convenience, paragraph No.9 of the plaint, at page No.30, is extracted hereunder:

> *"9. It is further submitted that the Defendant No.1 by misusing the confidence, trust, belief which the Plaintiffs had on him, and by misusing the signatures which he took for the purposes of obtaining the Sale Deed and getting the katha and other reverue records might have created a document styled as the alleged General Power of Attorney without the knowledge, consent of the Plaintiffs, and as such the alleged General Power of Attorney is forged, created, manipulated with a malafide intention to make out a wrongful gain, and on the strength of the alleged General Power of Attorney, the Defendant No.1 in collusion with the Defendant No.2 and 3 have created, fabricated the Two Sale Deeds which are nominal and sham documents made without the knowledge and consent of the Plaintiffs or without there being any payment of Sale Considerations. It is further submitted that the Plaintiffs have not executed any General Power of Attorney and have not authorized the First Defendant to Sell the Suit Schedule Property, and as such the Plaintiffs have not executed any Sale Deeds and have not received any Sale Consideration from the Defendants, and further there was no need or necessity, to Sell the Suit Schedule Property and thereby there was no need or occasion to execute any such General Power of Attorney to sell the Suit Schedule Property, and the alleged General Power of Attorney is not Registered and Valid. Defendant No.1 did not have any exclusive and independent valid right,*

> *possession, capacity, or competency to execute the Sale Deed. The Defendant No. 2 and 3 have not acquired or derived any right, title or interest much less possession in respect of the Suit Schedule Property and as such the said Sale Deeds are only nominal and sham documents and has no value. The said Sale Deeds are created by playing fraud and collusion without the knowledge of the Plaintiffs and as such the same is not binding on the Plaintiffs. It is further submitted that as the Defendant No.2 and 3 were making efforts to get the revenue records effected in their names, the Plaintiff No.6 gave a representation to the Corporation not to effect any revenue records in their names."*

6. The question as to whether the GPA was duly executed by the plaintiffs or whether the signatures appearing thereon are genuine need not be examined or elaborated upon further by this Court, having regard to the findings recorded by this Court in RFA No.750/2018, by judgment dated 26.02.2026. In the said judgment, this Court has held as follows:

> *"22. This being the position, the Trial Court could not have placed reliance on the said power of attorney to come to the conclusion that the power of attorney authorises the defendant No.1 to execute the sale deed. The plaintiffs have not disputed the execution of the power of attorney. However, urged that there is no clause authorising the agent to sell the property.*
>
> *23. Thus, the Court is required to consider the power of attorney only after admitting the same in evidence. It is made clear that,*

> *execution of power of attorney is not in dispute. The question is whether the said power of attorney created an interest in the property in favour of the agent and required registration.*
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> ******
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> *29. (xii) It is made clear that except recording the finding that execution of power of attorney is admitted, no other finding is given on the validity or the scope of the power of attorney. Same shall be considered based on the evidence led by the parties."*

7. On a reading of the aforesaid findings, it is evident that the execution of the Power of Attorney was never in dispute and that the finding recorded by this Court in RFA No.750/2018 has attained finality. Further, during his cross-examination, PW.2 has admitted the execution of the confirmation deed and the receipt of part of the consideration amount pursuant thereto.

8. When this Court has categorically recorded a finding that the execution of the Power of Attorney was not in dispute, such a finding necessarily encompasses the contention now sought to be raised regarding the alleged forgery of the signatures. The said finding having attained finality in the appeal preferred by the petitioners herein, re-agitation of the very same issue by filing the application, which is the subject matter of the

impugned order, clearly amounts to an abuse of the process of law.

9. The Trial Court, in the impugned order, has categorically recorded a finding that the pleadings in the plaint do not dispute the affixation of the signatures, but only contend that the signatures were obtained and utilised for some other purpose. When the affixation of the signatures on the alleged GPA is not in dispute, the question of referring the same for comparison and obtaining an expert opinion does not arise. Such a course is wholly unsustainable and cannot be permitted. This Court finds that the Trial Court was justified in rejecting the application.

10. Learned counsel for the petitioners has invited the attention of this Court to the findings recorded in RFA No.750/2018, wherein, at more than three places, the admission regarding the execution of the Power of Attorney has been recorded. Notwithstanding the same, learned counsel has reiterated the contention that the signatures are forged. Such an attempt, in the face of the findings already recorded by this Court, is a clear instance of abuse of the process of law.

11. The contention advanced on behalf of the petitioners that injustice would be caused to the women petitioners cannot, by itself, constitute a ground to permit re-agitation of an issue which has already attained finality, particularly when the present proceedings amount to an abuse of the process of law.

12. In that view of the matter, this Court finds no error or infirmity in the impugned order warranting interference in exercise of its writ jurisdiction.

13. Accordingly, the writ petition stands ***dismissed*** with costs of Rs.25,000/-, payable to the Karnataka State Legal Services Authority. The Trial Court shall ensure payment of costs.

SD/-
(K. V. ARAVIND)
JUDGE

VBS
List No.: 2 Sl No.: 14