

(2026) 08 KAR CK 2275

In the Karnataka High Court, Bengaluru Bench

Case No : MISCELLANEOUS FIRST APPEAL NO. 929 OF 2026 (FC)

Mrs. K.S. Vijaya

APPELLANT

Vs

Mr. Anumandla Veeresham

RESPONDENT

Date of Decision : 05-08-2026

Acts Referred:

Family Courts Act — Section 19(1)

Citation : (2026) 08 KAR CK 2275

Hon'ble Judges : D K Singh, J;T.M.Nadaf, J

Bench : Division Bench

Advocate : Sri. Krishna Murthy R.

Final Decision : Dismissed

Judgement

(PER: HON'BLE MR. JUSTICE T.M.NADAF)

This appeal by the plaintiff, assailing the judgment and decree dated 03.12.2025 passed by I Additional Principal Judge, Family Court, at Bengaluru in O.S.No.115/2017 and directed only against rejection of claim of the plaintiff in respect of seeking 50% share in Item Nos.2 to 4 of the suit scheduled property.

2. The parties are referred to as per their ranking before the FC.

3. The facts germane to file this appeal are as under:

3.1 The plaintiff filed a suit seeking partition and separate possession of 50% share in Item Nos.2, 3 and 4 of the suit schedule property and declare that the plaintiff is the owner of 50% of the Item No.1 of the suit schedule property and for permanent injunction restraining the defendant from interfering with the peaceful possession and enjoyment of Item No.1 of suit schedule property. Further for a mandatory injunction directing the defendant to pay 50% of the rental income in respect of second and third floor of Item No.1 of suit schedule property, so also in respect of Item No.2 of the suit schedule property to the plaintiff, on month to month basis with cost and such other reliefs.

3.2 The plaintiff and the defendant are wife and husband and their marriage was solemnized on 31.05.1995, in a temple at Chennai as per Hindu Rights and Customs. They lived happily for a period of 20 years and blessed with two daughters, who are now majors. The plaintiff is working as a Teacher in Kendriya Vidyalaya, Hebbal, Bengaluru and drawing a salary of Rs.50,000/- per month as on the date of filing of suit and the defendant was working as a Wing Commander in Indian Military Services and he had taken voluntary retirement and now sitting idle at home and presently drawing pension of Rs.70,000/- per month.

3.3 The plaintiff further claims that Item No.1 of the suit schedule property was purchased jointly by plaintiff and defendant on 25.09.2009 and subsequently, in the year 2011-12, duplex house was constructed in the ground floor and first floor and three BHK house was constructed in the second floor and one BHK house was constructed in the third floor and they are on rent.

3.4 She further claims that Item Nos.2, 3 and 4 of the suit schedule property were purchased on 14.08.2000, 28.05.2012 and 22.05.2015 respectively, in the name of defendant, wherein the plaintiff has also shared sale consideration.

3.5 The plaintiff and defendant are residing in the duplex house in the ground floor and first floor of Item No.1 of suit schedule property. The second floor and third floor, which are rented, fetching Rs.21,000/- and Rs.7,500/- rent respectively. Though both the parties to the suit are joint owners, however, it is the defendant who was collecting monthly rent on month to month basis, which was not objected by the plaintiff till 2015, when the relationship between the parties were not strained.

3.6 All of a sudden in the year 2015 i.e., after 20 years, the defendant filed a petition in M.C.No.3044/2015 seeking dissolution of marriage on the ground of cruelty, against which the plaintiff filed objections along with counter claim for restitution of conjugal rights. Both the parties, out of their savings, purchased Item No.2 of suit schedule property, but in the name of the defendant as stated supra and the property is let out on rent and rents are being collected by the defendant.

3.7 For the purpose of purchasing the a plot, the parties borrowed a loan of Rs.30,00,000/- from Syndicate Bank and in the year 2011, for constructing a building, they borrowed a loan of Rs.25,00,000/- from the same Bank. Since the salary of the defendant was more than the plaintiff, as per suggestion of the Bank, the defendant was made as the borrower in respect of both the loans and plaintiff was surety for the loans. The EMI in respect of these loans were Rs.18,000/- and Rs.30,000/- respectively. Until recent both the EMIs were paid by the defendant out of his pension and the rental income. It was the further claim of plaintiff that her father had also paid a sum of Rs.6,50,000/- for construction of the house building from his retirement benefits and large amount of private borrowings were made for the purpose of construction of the building.

3.8 The plaintiff and defendant sold their residential site measuring 60 x 90 feet in Belgaum and utilised the sale proceed for repayment of private loans. The site in Belgaum was in the joint name of plaintiff and defendant. However, in the year 2015 when the relationship strained, the defendant refused to part with the money and pay any amount for monthly maintenance and the plaintiff is taking care of the entire expenditure towards the household, children's education and all other expenses from her salary. When the plaintiff was unable to meet all the household expenses and children educational expenses with her salary, she requested the defendant to part with atleast 50% of the rental income by stating that she is the joint owner of Item No.1 of the suit schedule property, but the defendant refused to accede to the request of the plaintiff. Further it is stated that the defendant has been threatening to dispose of Item No.1 of the suit schedule property to third party, from the date of filing of the petition seeking divorce.

3.9 Thereafter, from February 2017 the defendant has stopped paying EMIs to the Bank, the plaintiff is not aware of the motive behind such action on the part of the defendant. Consequently, the Bank has issued notice on 10.04.2017 and 12.04.2017 to the defendant. In view of the consistent threat of disposal of the property, the plaintiff filed a suit seeking for partition and separate possession in respect of Item Nos.2, 3 and 4 and seeking 50% ownership in Item No.1 of the suit schedule property.

4. The FC appreciating the evidence on record was of the opinion that the plaintiff has failed to prove that in respect of the properties in Item Nos.2 to 4 of the suit schedule property, she has shared the consideration, which were admittedly purchased in the name of defendant/husband. Though she has claimed that she has parted her own earning towards the sale consideration, she has not produced any cogent and corroborative evidence to substantiate the claim. In that view of the matter, the FC declined to grant any relief in respect of Item Nos.2 to 4 of the suit schedule properties, however granted 50% ownership in Item No.1 of the property by partly decreeing the suit. The decree in part was the subject matter in MFA.No.2482/2026 by the defendant. This Court by order dated 04.08.2026 dismissed the appeal and confirmed the decree in respect of Item No.1 of the property.

5. This appeal is by the plaintiff, only in respect of rejection of claim towards Item Nos.2 to 4.

6. Heard Sri.R.Krishnamurthy, learned counsel for the appellant and perused the entire appeal papers.

7. The sheet anchor argument of Sri.Krishnamurthy is that, the FC has failed to consider that a wife being a homemaker, performs multi tasks, viz., as a Manager with managerial skills - planning, organizing, budgeting, running errands etc., as a Chef with culinary skills - preparing food items, designing menus and managing kitchen inventory, as a Home Doctor with health care skills taking precautions

and giving home made medicines to the members of the family. As a Home Economist with financial skills, planning home budget, spending and saving etc., and her job cannot be equated with the 8 hour job of the husband. In the case on hand apart from her job as a Teacher in Kendriya Vidyalaya, she is devoting rest of her time towards the family, striving hard for the welfare of the family, children, helping the husband all the days, and even if it is taken as it is that the property is purchased in the name of the husband, but be construed as she has shared the amount by way of her services which cannot be measured in terms of money apart from actual sharing of consideration. The Family Court has failed to consider this aspect of the matter and in a haste, rejected the claim in respect of 50% share in the property and sought to allow the appeal.

8. We having considered the submissions of Sri.Krishnamurthy, perused the entire appeal papers.

9. The trial Court especially at paragraph No.36 of its judgment has held as under:

"36. When Ex.P.11, Ex.P.13 and Ex.P.15 shows that, said properties were purchased in the name of the defendant, it is deemed that, the sale consideration amount was given by the defendant. If the plaintiff had pooled the savings and contributed for the purchase of the said properties then, the burden was on the plaintiff to produce the said document. But, as stated earlier, she has failed to produced her bank statement to show that, she has transferred some amount to the defendant regularly which in turn led the defendant to purchase the said properties in his name. Hence, the plaintiff failed to prove that, Item No.2 to 4 of suit schedule properties were purchased in the name of the defendant from the common savings of plaintiff and defendant. Further, the citation relied by the plaintiff counsel cannot be accepted because, there is no such law which states that, in the property purchased by the husband, the wife also has equal share in the said property. Hence, in the absence of said law, the plaintiff cannot claim any right or any share in Item No.2 to 4 of suit schedule properties which stand in the name of the defendant. Hence, this Court views that, the plaintiff is not entitled for relief of partition and separate possession of 50% share in Item No.2 to 4 of suit schedule properties as sought by her. With this observation I answer Issue No.1 and 4 in the affirmative and Issue No.2 and 3 in the negative."

10. In view of the reasoning stated supra and in the absence of any proof to the effect that she has shared any consideration while purchasing the property in the name of defendant/husband, the arguments of the learned counsel supra cannot be countenanced and construed as she had shared and shouldered in the consideration amount. Further, learned counsel apart from the argument has failed to show any document that the plaintiff has shared consideration towards purchase of property in Item Nos.2 to 4 of suit schedule property. It is also on record that husband has already parted with the property during December 2016, June-July 2017 respectively.

11. It is trite that the person who approaches the Court seeking a particular relief and wants a judgment in that regard must prove his claim with cogent and corroborative evidence even on the touch stone of preponderance of

probabilities. In the absence of such proof we are not in a position to comprehend the contentions now raised by the learned counsel for the plaintiff/appellant.

12. In that view of the matter, we find no infirmities in the judgment and decree passed by the Family Court. The appeal sans merit and accordingly, ***dismissed***.

No order as to costs.

FOOTNOTES

1. 'FC' for short