

**TRIUMPH LEGAL
ADVOCATES & LEGAL CONSULTANTS**

REPLY TO LEGAL NOTICE

BY SPEED POST

REF. NO. 51/2025

DATED: 08/09/2025

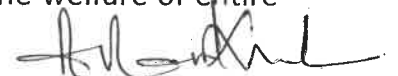
To,

**G.B.Sharath Gowda
Advocate
Sharath & Associates
No.33, 2nd Floor, 'Swayam Prabhe',
American Colony, North Park Road,
Kumara Park East, Bengaluru – 560 001.**

Respected Sir,

We write to you on behalf of our client **Brigade Panaroma Apartment Owner's Association**, at BRIGADE PANORAMA, Mysore Road, Anhepalya, Kambipura, Bengaluru, Karnataka 560074, Represented by its Secretary Mr. Balaji Balasubramanian. We are in receipt of your legal notice dated 23.08.2025 and our client has placed the same in our hands with instructions to reply as hereunder:

1. At the outset, the notice issued by you is not maintainable in either in law or in facts and on that count itself, the notice issued by you is liable to be withdrawn.
2. Your clients have suppressed the real and material facts and have got issued a false notice to our client and on that count also, the notice issued by you is liable to be withdrawn.
3. The allegations made in your notice are hereby specifically traversed as follows:
 - a. Paragraph 1 of your legal notice needs no reply.
 - b. **Re-paragraph 2 of your legal notice:** It is true that our client **Brigade Panaroma Apartment Owner's Association (in short hereinafter referred to as BPAOA/Association)**, is a registered Apartment Owners Association which is a collective body of all the flat owners of the apartment complex/community including your clients. That the Association is formed for the welfare of entire



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community within Brigade Panorama. In spite of being aware of the very basic purpose of formation of Association, your clients are coming up with unwanted allegations by contending that the Association is formed for the limited purpose.

- c. **Re-paragraph 3 of your legal notice:** The allegations made in this paragraph is denied as false. Your clients have misinterpreted the restrictions imposed on the student tenants and are trying to misrepresent the same as restrictions imposed by the Association on the proprietary and ownership rights of individual flat owners. The Association has not acted beyond its statutory powers and the registered bye-laws. Your clients have subjected themselves to the bye-laws of the Association by signing the same and the Association is functioning well within the parameters of the bye-laws. As admitted by your clients, the Association is formed for the purpose of safety, security and welfare of the residents. Therefore, it is clear that whenever there is a violation of terms agreed in the byelaws by any member/owner or their tenants, the Association has the power to enforce the same in the interest of entire **community within the Brigade Panorama**.
- d. **Re-paragraph 4, 5 & 6 of your legal notice:** The allegations made in these paragraphs are denied as false. It appears that Your clients are making hectic efforts to level allegations against our client without revealing the factual background, leading to the restrictions imposed by the Association on the Bachelor/student tenants. The information mentioned at paragraph 4, 5 & 6 of your legal notice is a blatant lie and totally misleading. Our client instructs us to inform you that a serious accident occurred during February 2025, inside the society premises in the Basement 2 parking area of Phase 2 at Brigade Panorama. A luxury car, occupied by student tenants returning from a pub in Indiranagar at 1:30 AM, crashed into three parked cars belonging to resident owners of Brigade Panorama community. Fortunately, no injuries were reported, however, the incident caused significant damage to all three vehicles and raised serious concerns regarding safety and security of residents within the premises of Brigade Panorama. It is important to note that the students involved are repeated offenders, having moved from one flat to another flat within Brigade Panorama to evade prior disciplinary actions. The Kumbalagodu Police were called immediately and they advised the Association to take strict measures to prevent such incidents in the future. The police also expressed concerns about the potential impact on Brigade Panorama's reputation, should



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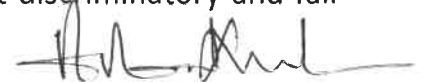
such behaviour continue unchecked. The police provided two options: Filing a formal FIR against the offenders or allowing the Association to handle the matter internally by imposing penalties and stricter guidelines. The offenders were made to cover the repair costs of all three damaged cars and have also been penalized by the Association. The said incident triggered the need for imposing certain restriction and for implementing the disciplinary and regulatory measures for controlling the Bachelor/Student tenants' movement within the premises of Brigade Panorama. The intention of our client has always been safety, orderliness and welfare of the community. Though initially the restrictions were imposed, but subsequently the same were relaxed to balance fairness and discipline (for e.g., the student tenants are disallowed from driving inside, but are permitted for free pedestrian access). Our client informs that in spite of restrictions being imposed, there is a persistent nuisance from bachelor/student tenants due to the late-night parties, unruly gatherings, Drugs menace etc. That during late nights, the student tenants keep wandering within the vicinity of Brigade Panorama, under the influence of alcohol. Student tenants are using the vicinity of Brigade Panorama as a safe hide out for carrying out their illegal activities. This has created repeated disturbance to the families residing within the community, endangering their safety and security. The Association was also subjected to surprise police checks several times due to such tenant issues, impacting the reputation and harmony of the entire community. These circumstances have caused significant hardship to the residents of the community and has added additional burden on the association to strictly impose restrictions to curb the student tenants activity, in order to maintain peace, safety and discipline.

- e. **Re-paragraph 7 of your legal notice:** The allegations made in this paragraph is denied as false. The Association is only trying to convey a message to the flat owners so that they can give their flats on rent to people with good background in order to maintain peace and harmony within the community. Our client informs that the subscription-based model applicable only for tenants, was duly discussed and passed in General Body Meetings (GBMs) with required quorum and is restricted to indoor amenities such as Gym etc. As the student tenants started bringing outsiders along with them to use the indoor facilities the subscription-based model has been introduced. Therefore, it is done with the objective of keeping an accountability in the use of indoor facilities and the outdoor amenities remain free from any subscriptions.



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- f. **Re-paragraph 8 of your legal notice:** The allegations made in this paragraph is denied as false. Our client informs that the Association is registered under KAOA 1972 and it has complete authority to regulate the use of common areas and facilities. The decisions are taken by the Association via resolutions passed in GBM. That imposing of user charges or subscription fee for specific categories (e.g., tenants) is well within the powers of the Association, since the owners themselves have approved the same in GBMs and there is no question of double recovery. Apart from that the user fee charged is very nominal (i.e., ₹500 per month), intended for proper accountability and maintenance/upkeep of indoor amenities. The same is legally sustainable, as tenants are licensees/occupants and not co-owners and their rights stem only from rental agreements with their owners and not under KAOA 1972. That the Association is also maintaining proper books of accounts for all the income and expenditure. The subscription model has been formally implemented post the SGBM held on 24th August 2025. Minutes of Special GBM held on 24th August 2025 is circulated on 31st August 2025 to all the members of the Association.
- g. **Re-paragraph 9 & 10 of your legal notice:** The allegations made in these paragraphs are denied as false. Our client informs that Bye-law amendments are carried out strictly in compliance with the Karnataka Apartment Ownership Act (KAOA) and Karnataka Societies Registration Act through valid GBMs with required quorum. Your clients being non-residing owners neither attended meetings nor bothered to read circulated notices and are now trying to question the resolutions passed as per law. It is to be noted that Repeated escalations by your clients via e-mails to the executive committee of the association also amounts to harassment and obstruction to the functioning of Association. The Association reiterates that it is an honorary and volunteers' driven body. Such repeated interference by your clients amounts to harassment which discourages participation of volunteers in the smooth functioning of Association and risks the future of the society's governance.
- h. **Re-paragraph 11 of your legal notice:** The allegations made in this paragraph is denied as false. The Association is duty-bound to ensure peaceful living within the community for which Association is required to formulate/make regulations to prevent nuisance. The measures taken by Association against unruly bachelor/student tenants are only preventive and not discriminatory and fall

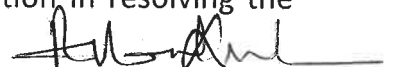


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within this mandate. Your clients are filing repeated/frivolous notices with an intention to obstruct smooth functioning of the Association and the same amounts to abuse of process and harassment and the Association reserves the right to initiate legal actions against your clients in this regard.

4. The other allegations made in your notice which are not specifically traversed herein and which runs contrary to the stand taken by our clients are hereby denied as false and your clients may be put to strict proof of the said allegations.
5. Our client finds it necessary to inform that, Your clients being Non-Residing Owners have let out their premises to Bachelor/Student Tenants solely with the intention of earning higher rental income without doing a proper background verification and thereby by putting the entire community in a dangerous situation. Your clients i.e., the 24 non-residing owners have got issued the legal notice with the intention of obstructing the lawful functioning of the Association, despite all measures taken by the Association being duly approved in General Body Meetings with a quorum as required under law. Such frivolous and vexatious actions have caused unnecessary diversion of the Association's limited resources and volunteers' precious time. The said act on your clients' part has resulted in Escalation of disputes within the community, additional administrative and legal costs to the Association and mental harassment to the office bearers and resident members who are discharging their honorary duties voluntarily.
6. Our client instructs that the Association is a non-profit organization and it functions for the collective welfare of all residents within the community. Any attempt to paralyze its functioning through repeated, frivolous legal actions will not be tolerated. Out of 1035 flat owners, only your clients are not co-operating with the Association in handling the situation. Our client once again reiterates that, it IS ADMINISTERING THE AFFAIRS OF THE ASSOCIATION STRICTLY IN ACCORDANCE WITH THE LAW AND WITHIN THE SCOPE OF REGISTERED BYE-LAWS. That the Association has not INDULGED IN ANY ILLEGAL ACTS and hence the question of WITHDRAWING THE RESTRICTIONS IMPOSED ON STUDENT TENANTS does not arise at all.

Therefore, Please advise your clients suitably in this matter that our client BPAOA is not having any personal enmity/vengeance neither against your clients' nor against any member/flat owner, as the office bearers currently handling the affairs of the Association are not holding any permanent posts in the Association. Hence, we call upon you to request your clients, to assist the BPAOA/Association in resolving the



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matter amicably for the welfare of entire community within Brigade Panorama. In spite of this reply notice, if your clients are to proceed in taking action against our client, we have instructions to resist the same at the cost of your clients and if necessary, our client reserve their right to initiate appropriate legal action against your clients for indirectly encouraging illegal activities carried out by student tenants.

Your clients are liable to pay a sum of Rs. 50,000/- (Rupees Fifty Thousand Only) towards the charges of this notice.

Your's Sincerely,
For TRIUMPH LEGAL



KIRAN KUMAR.R
Advocate