

## Dr.M.Taradevi vs Sri.Vivek on 1 March, 2023

KABC020095832016

IN THE COURT OF THE SMALL CAUSES AT  
BENGALURU SCCH-4

PRESENT: RAJU.M., M.A., LL.B.,  
XVIII ADDL. JUDGE,  
Court of Small Causes,  
BENGALURU.

Dated this the 1st day of March- 2023

SC No.1522/2016

PLAINTIFF: Dr.M.Taradevi,  
W/o Sri.Mahendra Babu,  
Aged about 55 years,  
R/at Soundarya' No.1245,  
60 feet Main Road,  
II Block, BEL Layout,  
Vidyaranyapura,  
Bengaluru-560 097.  
(Sri.GSN., Adv.,)

V/s

DEFENDANT/S: 1. Sri.Vivek,  
S/o Sri.Dwarakanath,  
Aged about 24 years,  
(Sri.TPG., Adv.,)

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2. Sri.Dwarakanath,  
S/o not known to plaintiffs,  
Aged about 60 years,  
Both 1 and 2 being  
Proprietors,  
of the shop by name Dwaraka  
Enterprises (Stationary shop),  
at No.5, No.78, 5th Cross Road,  
Ranga Bazaar,  
Malleswaram Circle,  
Malleshwaram,  
Bengaluru-560 003.

(Sri.HJS., Adv.,)

Date of institution of the suit: 24.08.2016

Nature of suit: Ejectment

Date of commencement of recording of evidence: 14.03.2017

Date of pronouncement of judgment: 01.03.2023

Duration: Year/s Month/s Day/s  
06 06 07

#### JUDGMENT

The plaintiff has instituted this suit to eject the defendants from the suit schedule premise, recovery of possession of the premise, determination of mesne profit and such other relief as this court deem fit.

#### 2. The brief facts of the plaintiff's case are as under:

The plaintiff is the absolute owner of the shop No.5, at No.78, which is fully mentioned in the plaint schedule, After the demise of her parents Sri.V.Mukundaraj and late Smt.M.Bhanumathi. The defendants are the tenants of the suit premises from the past 6 years, under the plaintiff. The monthly rent is Rs.5,400/□which commences from 1st to 1st of every month. The defendant and the plaintiff and her brothers who are the owners for the adjoining shops are intending to demolish the entire building which is in a dangerous condition as well to use the premises for themselves.

The defendants have been cautioned through the legal notice dated 24.09.2015 to vacate the schedule premises and pay the arrears of rent but, the defendants failed to comply the legal notice. the plaintiff and her brothers who are owners of the adjoining shops are intending the entire building which is in a dangerous condition as well as to use the entire premises for themselves.

The defendants are in illegal occupation of the schedule premises. The defendant have several times accepted to vacate the premises but have not bothered to do so. They have been enjoying the plaintiff's property without any right having lost credibility as tenants. Hence, the defendants are liable to pay damages in lieu of their illegal occupation from 08.10.2015 till the date of vacating. The damages are being assessed considering the premises proximity to the busy and central area i.e., the Malleswaram Circle area. Despite the requests and notices for them to vacate, the defendants have not bothered to vacate the schedule rented premises and hence this suit.

The cause of action for the suit arose on many days in 2013 having sent notice and

finally on the day on which the legal notice dated 24.09.2015 was sent on 07.10.2015, the date fixed for termination of tenancy on 08.10.2015 the day the illegal occupation is continuing and continues to this day and the same has occurred well within the jurisdiction of this court. Hence, the plaintiff prays to pass judgment and decree in his favour as sought for.

3. After service of summons, the defendant No.1 and 2 have entered appearance through their counsels and filed their separate written statements.

The defendant No.1, in his written statement contended that, the real and lawful owner in respect of the suit schedule shop premises is one Sri.Krishnamurthy Modaliar who purchased the schedule property. Hence, the question of Smt.M.Bhanumathi executing the will in favour of the plaintiff does not arise. Even, there is a serious dispute. Dr.M.Pruthiraj, M.Jaykishan and all the children of late Mukunraj are having a serious dispute and claiming ownership. Whereas, the suit is filed by the plaintiff without impleading the other co-parceners. Hence, this Hon'ble Court has no jurisdiction to adjudicate the title and ownership of the property. There is no cause of action for filing of the above suit. The plaintiff having issued the notice in 2013 has not initiated any action for period of 2 years and it has amounted to waiver of the notice. The legal notice dated 24.09.2015 was got issued by Dr.M.Pruthviraj, M.Jaykishan and all the children of late V.K.Mukundraj. Whereas, the suit is not initiated by the aforesaid Dr.M.Pruthviraj, M.Jaykishan and all the children of late V.K.Mukundraj. Even, there is a serious dispute and will is a fabricated will created for the purpose of the case and same is not proved before this Hon'ble Court. Hence, there is no cause of action and the legal notice dated 24.09.2015 is illegal, erroneous and not binding on the defendant. Even, this Hon'ble Court has no jurisdiction to adjudicate the above suit. Since, the schedule shop premises is less than 14 Sq Mtrs. Further contended that, there is no jural relationship of landlord and tenant between plaintiff and defendant. The plaintiff is not at all the absolute owner nor the defendant No.1 is the absolute tenant. It is absolutely false that the plaintiff have inherited the said property under a will from her mother Late M.Bhanumathi When Krishnamurthy Modaliar V.A. was the absolute owner the question of Bhanumathi executing the will does not arise. Further contended that, the real and lawful tenant in respect of schedule sop was one Sri.Subramanya, Proprietor of M/s Sri.Rama Book Center. Who had paid advance sum of Rs.1,00,000/□ good will sum of Rs.2,50,000/□ The defendant No.1 along with his father Dwarakanath and mother Smt.Geetharani duly purchased the schedule shop as a running concern after paying the goodwill sum of Rs.5,00,000/□ of Smt.M.Bhanumathi who has also collected the additional advance sum of Rs.1,00,000/□ from both the joint tenants, on a monthly agreed rent of Rs.2,200/□ payable to the defendant No.1 and Rs.2,200/□ payable by the defendant No.2 and his wife Smt.Geetharani. Thus it is crystal clear that, the plaintiff is not aware of the real ownership or true tenancies and who are occupying the schedule shop premises. Further contended that, there is no jural relationship of landlord and tenant the question of the plaintiff's bonafide requirement does not arise nor the question of the defendant No.1 vacating the premises will arise.

The defendant No.2, in his written statement has contended that, Krishna Murthy Modaliar V.A. was the Kartha of the Joint Hindu Family consisting of his two wives and there sons and two daughters, namely Kannan, Janardhan and Mukundraj, Gajalakshmi and Rukmini. The joint family

owns number of immovable property situated at civil station and also Bengaluru city and they are all ancestral property. There was a serious dispute in his family and his sons started demanding partition and he filed the suit before the City Civil Court for a partition of the Joint Hindu Family properties in OS.No.212/1964 on the file of the 1st Addl.City Civil Judge, Bengaluru City not only this subsequently, even the other family members filed partition suit in OS No.4635/1987. Even, the daughters of Sri.Krishna Murthy Modaliar namely Gajalakshmi filed an appeal before the Hon'ble High Court of Karnatka. Not only this even the wife of Krishna Murthy Modaliar namely V.K.Vedavalli Ammal filed appeal before the Hon'ble High Court of Karnataka in RFA No.21/1968. Krishna Murthy Modaliar, in order to avoid the properties from the clutches of the court of Janardhan a fabricated will was came into existence to be executed on 12.03.1962 by bequeathing 1/4 share of all the property in favour of his second wife Smt.Vadavalli Ammal, though the properties were not self acquired property.

The defendant no.2 further contended that Sri.V.K.Janardhan filed a suit for partition in OS No.212/1964, in order to defeat the partition suit even, a fabricated will came into the existence created by Smt.V.K.Vadavalli Ammal widow of V.A.Krishna Murthy Modaliar on 10.07.1977 and even though she was not the owner she executed a will in order to deceive and defraud the other family members. The said will dated 12.03.1962 and 10.07.1977 came to be challenge O.S.No.4635/1987 and even several appeals were file before the Hon'ble Court of Karnatka and even today the dispute is not solved and the matter under litigations and the plaintiff has no locus standi to prosecute the above. As per the will dated 10.07.1977 executed by V.K.Vadavalli Ammal the shop No.5, Ranga Bazaar, New No.78, 5th Cross Road, Malleshwaram, Bengaluru is measuring north to south 25 feet and east to west 7 feet 9 inches was bequeathed in favour of V.K.Mukundraj and not in favour of the plaintiff Smt.Taradevi. Whereas, as per the will dated 10.07.1977 executed by V.K.Vadavalli Ammal, schedule "E" i.e., Revenue Site No.7 and 21 in Sy.No.43/1, Mathikere, Yeshwanthpura Hobli, Bengaluru measuring north to south 30 feet and east to west 80 feet was bequeathed in favour of M.Taradevi. Thus, it is clear that the present plaintiff has no legal right, titled or interest in respect of the suit schedule shop premises bearing Reg.No.5 since, M.Pruthviraj, M.Jaikishna and legal heirs of V.K.Janardhan are claiming absolute right in respect of the property under litigation. That is the reason even, today the Bruhat Bengaluru Mahangara Palike has not transferred the khatha in respect of the suit schedule property in any other name or the plaintiff in view of the serious dispute. This Court has no jurisdiction to decide the above suit in view of the serious complication regarding title. Hence, the above suit is liable to be dismissed in limine. Further contended that, the rear and lawful tenant in respect of schedule shop was one Sri.Subramanya Proprietor of M/s Sri.Rama Book Center, who had paid advance sum of Rs.1,00,000/- good will sum of Rs.2,50,000/- The defendant No.2 along with his wife Smt.Geetharani and son Sri.D.Vivek Kumar duly purchased the schedule shop as a running concern after paying the goodwill sum of Rs.5,00,000/- to Smt.M.Bhanumathi who has also collected the additional advance sum of Rs.50,000/- on 20.03.2010 and another sum of Rs.49,500/- on 11.11.2009 and paid a token advance sum of Rs.500/- In all the said Smt.M.Bhanumathi has issued the receipt for the aforesaid amount for both goodwill sum of Rs.5,00,000/- and advance sum of Rs.1,00,000/- Whereas, the plaintiff has filed the above suit in order to knock off the goodwill and advance amount. M/s Dwaraka Pen Centre has obtained the shop premises on a monthly rent of Rs.2,200/- only. Whereas, no suit is filed against M/s Dwaraka Pen Centre are Smt.Geethrani.

Hence, the suit is bad for non joinder and mis joinder of the necessary parties. Whereas, the defendant No.1 is running independent shop under the name and style of M/s Dwaraka Stationary and the defendant No.2 is running independent shop under the name of M/s Dwaraka Pen Centre. Further contended that, the real and lawful owner in respect of the suit schedule premises is one Sri.Krishnamurthy Modaliar who purchased the schedule property. Hence, the question of Smt.Bhanumathi executing the will in favour of the plaintiff does not arise. Even, there is a serious dispute and Dr.M.Pruthiraj, M.Jayakishan and all the children of late Mukunraj are having a serious dispute and claiming ownership. Whereas, the suit is filed by the plaintiff without impleading the other co-parceners in respect of the schedule shop premises. Hence, this Hon'ble Court has no jurisdiction to adjudicate the title and ownership of the property. Further contended that, the defendant No.1 along with his father Dwarakanath and mother Smt.Geetharani duly purchased the schedule shop as a running concern after paying the goodwill sum of Rs.5,00,000/- to Smt.Bhanumathi who has also collected the additional advance sum of Rs.1,00,000/- from both the joint tenants, on a monthly agreed rent of Rs.2,200/- payable to defendant No.1 and Rs.2,200/- payable by the defendant No.2 and his wife Smt.Geetharani. Thus it is crystal clear that, the plaintiff is not aware of the real ownership of true tenancies and who are occupying the schedule shop premises. Hence, the defendants pray to dismiss the suit.

4. The plaintiff, to prove her case got examined herself as PW.1 and got marked documents as Ex.P1 to

23. In spite of given sufficient opportunity, the defendants did not choose to lead evidence, hence their evidence is taken as nil.

5. Heard the arguments of counsel for both the parties. In addition to that written argument of plaintiff is also filed.

6. The points that would arise for my consideration are as follows:

1. Whether the plaintiff prove that, she is the landlord of the suit schedule premises and defendants are the tenant of the said premises.?

2. Whether the plaintiff prove that, she has legally terminated the tenancy of defendants ?

3. Whether the plaintiff is entitled for the reliefs sought for ?

4. What order ?

7. My findings on the above points are as under: □ Point No.1: In the affirmative Point No.2: In the affirmative.

Point No.3: In the affirmative.

Point No.4: As per final order, for the following:

## REASONS

8. POINT No.1: ☐ As pleaded in the plaint the plaintiff is the absolute owner of the Plaint schedule shop, after the death of her parents Sri.V.Mukundaraj and late Smt.M.Bhanumathi.

9. The defendants have categorically denied that, they are not tenants under the plaintiff. Further the defendant no.1 contended that one Sri.Krishnamrthy Modaliar.V.A. was the absolute owner of the plaint schedule premises and the real tenant of the suit schedule shop was one Subramanya, proprietor of M/s. Shree Rama Book Center who had paid advance of R.1,00,000/☐ Goodwill some of Rs.2,50,000/☐ The 1 st defendant and his father Dwarkaantha and mother Geetharajan duly purchased the schedule shop by paying the goodwill some of Rs.5,00,000/☐ to Smt.Bhanumathi who has also collected the additional advance of Rs.1,00,000/☐ from both the joint tenants. Though the defendant no.2. has filed separate written statement, he is also taken the same defence as set out by the defendant no.1.

10. The plaintiff to prove her case has produced two death certificates under Ex.P.4 and 5 which disclose that, V.K.Mukundaraj and Bhanumathi are died. It is not in dispute that plaintiff is a daughter of late V.K.Mukundaraj and Bhanumathi. The plaintiff during the course of evidence has produced an unregistered family settlement deed dated 04.08.2012, which is marked at Ex.P.2. According to the plaintiff she become owner of the suit premises by virtue of the family settlement deed. Whereas the plaintiff has produced un registered family settlement, I intent to refer Section 17 of the Registration Act which reads thus;

"Documents of which registration is compulsory.--

(1) The following documents shall be registered, if the property to which they relate is situate in a district in which, and if they have been executed on or after the date on which, Act No. XVI of 1864, or the Indian Registration Act, 1866, or the Indian Registration Act, 1871, or the Indian Registration Act, 1877, or this Act came or comes into force, namely:☐

(a) instruments of gift of immovable property;

(b) other non☐ testamentary instruments which purport or operate to create, declare, assign, limit or extinguish, whether in present or in future, any right, title or interest, whether vested or contingent, of the value of one hundred rupees and upwards, to or in immovable property☐

In view of the above provision, Ex.P2 document ought to have registered, since it is not a memorandum of partition took place earlier to the date of the document.

11. Section 49 of the registration act reads as follows: "Effect of non-registration of documents required to be registered.--No document required by section 17 1[or by any provision of the Transfer of Property Act, 1882 (4 of 1882)], to be registered shall--

(a) affect any immovable property comprised therein, or

(b) confer any power to adopt, or

(c) be received as evidence of any transaction affecting such property or conferring such power, unless it has been registered: [Provided that an unregistered document affecting immovable property and required by this Act or the Transfer of Property Act, 1882 , to be registered may be received as evidence of a contract in a suit for specific performance under Chapter II of the Specific Relief Act, or as evidence of any collateral transaction not required to be effected by registered instrument."

In view of the above provision an unregistered document can be looked in to for collateral purpose i.e., to say that plaintiff's mother had inducted one Subramanya as a tenant of the suit premises.

12. The plaintiff's mother Smt.Bhanumathi got issued Ex.P.9 copy of legal notice dated 20.10.2005 calling up on Subramanya to quit the suit schedule premises and hand over the vacant possession of the same. After receipt of notice the tenant Subramanya has got issued reply as per Ex.P.8. In the reply notice, Subramanya has admitted the plaintiff's mother as the landlord of the suit schedule premises.

13. During cross-examination of PW.1 it has been suggested to witness on behalf defendants that after the death of plaintiff's father, the plaintiff's mother Bhanumathi became absolute owner of the suit schedule property. This suggestion is admitted by the plaintiff. These evidence goes to show that, the defendants admits that, the suit schedule premises belonged to mother of the plaintiff. However this fact is not in dispute. After the death of Smt. Banumathi, her children the plaintiff and her brother, if any other son or daughter, all of them succeeds the suit property. The defendants have taken up a defence that suit is not maintainable for want of impleading other children of late Banumathi. This defence is not accepted under law. Because, any member of the family can file the suit for eviction, which do not affects the right of the other person over the property. To strengthen this view I am relying up on the judgment reported In the decision reported in (2018) SCC 352, Kanakalata Das and others V/s Naba Kumar Das and others where in it has held as follows;

There are some well-settled principles of law on the question involved in this appeal, which need to be taken into consideration while deciding the question which arose in this appeal. These principles are mentioned infra:

1. First, in an eviction suit filed by the plaintiff (landlord) against the defendant (tenant) under the State Rent Act, the landlord and tenant are the only necessary parties in other words, in a tenancy suit, only two persons are necessary parties for the decision of the suit, namely, the landlord and the tenant.

2. Second, the landlord (plaintiff ) in such suit is required to plead and prove only two things to enable him to claim a decree for eviction against his tenant from the tenanted suit premises. First, there exists a relationship of landlord and tenant between the plaintiff and the defendant and second, the ground (s) on which the plaintiff landlord has sought defendant tenant's eviction under the Rent Act exists. When these two things are proved, the eviction suit succeeds.

3. Third, the question of title to the suit premises is not germane for the decision of the eviction suit. The reason being, if the landlord fails to prove his title to the suit premises but proves the existence of relationship of the landlord and tenant in relation to the suit premises and further proves existence of any ground on which the eviction is sought under the Tenancy Act, the eviction suit succeeds. Conversely, if the landlord proves his title to the suit premises but fails to prove the existence of relationship of the landlord and tenant in relation to the suit premises, the eviction suit fails. (See Ranbir Singh V. Asharfi Lal.).

4. Fourth, the plaintiff being a dominus litis cannot be compelled to make any third person a party to the suit, be that a plaintiff or the defendant, against his wish unless such person is able to prove that he is a necessary party to the suit and without his presence, the suit cannot proceed and not can be decided effectively. In other words, no person can compel the plaintiff to allow such person to become the co-plaintiff or defendant in the suit. It is more so when such person is unable to show as to how he is a necessary or proper party to the suit and how without his presence, the suit can neither proceed and nor it can be decided or how his presence is necessary for the effective decision of the suit. (See Ruma Chakraborty V/s Sudha Rani Banerjee.)

5. Fifth, a necessary party is one without whom, no order can be made effectively, a proper party is one in whose absence an effective order can be made but whose presence is necessary for a complete and final decision on the question involved in the proceedings. (See Udit Narain Singh Malpaharia V/s Board of Revenue).

6. Sixth, if there are co-owners or co-landlords of the suit premises then any co-owner or co-landlord can file a suit for eviction against the tenant. In other words, it is not necessary that all the owners/landlords should join in filing the eviction suit against the tenant. (See Kasthuri Radhakrishnan V. M.Chinnian.) In view of one of the ratio decided in the above citation, other members of the plaintiff's family are not necessary to decide this case.

14. The learned senior counsel for defendant has vehemently argued that, unless the plaintiff produce necessary document and prove that, she is the land lord of the petition schedule premises,the suit cannot be decreed. Hence, I intent to refer of provision of the Karnataka Rent Act, which define the meaning of the land lord and tenant as fallows;



Section 3(e) "landlord" means a person who for the time being is receiving or is entitled to receive, the rent of any premises, whether on his own account or on account of or on behalf of or for the benefit of any other person or as a trustee, guardian or receiver for any other person or who would so receive the rent or to be entitled to receive the rent, if the premises were let to a tenant;

Section 3(n) "tenant" means any person by whom or on whose account or behalf the rent of any premises, is or but for a special contract would be, payable, and includes,□It is not the case of the defendant that they are the owner of the suit schedule property. But according to defendants themselves they are the tenants under one Vivek who was an erstwhile tenant under plaintiff's mother.

15. As pleaded in the plaint earlier the defendant were paying monthly rent of Rs.5,400/□ To substantiate this fact the plaintiff has produced the original bank pass book, which is marked at Ex.P.7. As per this document Rs.5,400/□has been credited to the bank account of plaintiff for a period of 23 months. The plaintiff has also produced 6 rental receipts which are marked at Ex.P.18 to 23 which disclose that, during the year□2016 the plaintiff has received rent from both the defendants, through cheque. The rent paid by the defendant are also credited to the bank account of plaintiff. In the rent receipts the plaintiff has also signed as owner of the plaint schedule premises. The rents receipts issued by the defendants are not in dispute. If at all the defendants are not tenants under plaintiff there was no any occasion for them to pay the rent. Whereas the the plaintiff received the rent from the defendants,in view of section 3 (e) and (n) of the Karnataka rent Act the plaintiff proved her jural relationship with the defendants as land lady and tenants.

16. In another decision of the Hon'ble Supreme Court in Civil Appeal No.4726/2010 in the case of Vinay Eknath Lad V/s Chiu Mao Chen it is held that, In a landlord□tenant suit, the landlord is not required to prove his titled in the subject property a in a title suit. But when the landlord's derivative title is challenged, the same has to established in some form.

As per the ratio decided in the citations referred above the plaintiff need not prove her title over the suit property.

Section 116 of Evidence Act reads as fallows:

" Estoppel of tenant; and of licensee of person in possession. No tenant of immovable property, or person claiming through such tenant, shall, during the continuance of the tenancy, be permitted to deny that the landlord of such tenant had, at the beginning of the tenancy, a title to such immovable property; and no person who came upon any immovable property by the licence of the person in possession thereof, shall be permitted to deny that such person had a title to such possession at the time when such licence was given".

In view of the above provision the defendants can't deny the plaintiff's title of the suit schedule premises.

17. Of course there is no rental agreement between the plaintiff and defendants. In this regard, Section 106 of Transfer of Property Act says as follows;

Duration of certain leases in absence of written contract or local usage.--

(1) In the absence of a contract or local law or usage to the contrary, a lease of immovable property for agricultural or manufacturing purposes shall be deemed to be a lease from year to year, terminable, on the part of either lessor or lessee, by six months' notice; and a lease of immovable property for any other purpose shall be deemed to be a lease from month to month, terminable, on the part of either lessor or lessee, by fifteen days' notice.

As per the above provision though there is no rental agreement between the plaintiff and defendant. It may be considered that, the defendants agreed to pay the monthly rent to the plaintiff.

18. For the reasons stated herein above I come to conclusion that, the plaintiff is a landlady and the defendants are the tenants under the plaintiff, to the suit schedule premises. Accordingly, I answered Point No.1 in the affirmative.

19. Point No.2: ☐ According to the plaintiff she has got issued the legal notice calling up on the defendant to quit and hand over the possession of suit schedule premises. To prove this fact the plaintiff has produced copy of legal notice dated 24.9.2015 which is marked at Ex.P.1. As per the legal notice the plaintiff has requested the defendants to vacate the suit premises immediately. After receipt of legal notice the defendants also got issued reply as per Ex.P3, wherein they denied the jural relationship of land lord and tenants. For this it is all ready answered.

20. According to the plaintiff the building situated in the suit schedule property is in dilapidated condition being decades old with leakages with breakages. Hence, the plaintiff intending to demolish the building. The defendants in the written statement have contended that, they are in possession of schedule premises from the last forty years. Looking to this defence and other facts and circumstances of the case, the contention of the plaintiff may be accepted. The plaintiff has also pleaded the defendants are not paying the rent from the last several years. The defendants have also denied that they are not tenants under the plaintiff. There is also no evidence to show that, the defendants have paid the rent to the plaintiff. For these reasons the defendants cannot continued in occupation of the plaint schedule premises and they are liable to vacate and hand over the suit schedule premises. The plaintiff able to prove that, she is legally terminated the tenancy of the defendants. Accordingly, point No.2 is answered in the Affirmative.

21. Point No.3: ☐ The plaintiff has claimed damages/means profit. There is no rental agreement between the parties. As per the rental receipts produced by the plaintiff, in the year ☐ 2016 the defendants have paid rent of Rs.6,000/☐ per month. In the absence of rental agreement the rate of rent paid by the defendants may be considered to decide the damages/means profit. Therefore, the defendants are liable to pay Rs.6,000/☐ per month, as damages/ means profit, together with interest at the rate of 6% p.a., to the plaintiff from the date of suit till the defendants vacate and

hand over the possession of the suit schedule premises. As already held under point No.1 the plaintiff has legally terminated the tenancy of the defendants. Accordingly point No.3 is answered in the affirmative.

22. POINT NO.4: ☐ In view of my findings on point No.1 to 3, I proceed to pass the following: ☐ ORDER Suit of the plaintiff is hereby decreed, with cost.

The defendants shall vacate and hand over the vacant possession of the suit schedule premises in favour of the plaintiff, within two months from the date of decree. Failing which, the plaintiff is entitled for recovery of possession as per law.

The plaintiff is entitled for damages/ means profit at the rate of 6,000/ ☐ per month together with interest at the rate of 6% p.a., from the date of suit till the defendants vacate and hand over the possession of the suit schedule premises.

Draw decree accordingly.

(Dictated to the Stenographer, transcribed by her, the transcript corrected and then pronounced by me in the open court on this the 1st day of March, 2023).

(RAJU.M) XVIII ADDL.JUDGE, Court of Small Causes, BENGALURU.

SCHEDULE OF THE PROEPRTY All that part and parcel of the Shop Premises bearing No.5, No.78, Ranga Bazaar, Malleswaram Circle, Malleswaram, Bengaluru ☐ 560 003 measuring 85.625 bounded on the East by: Shop No.6, No.78, Ranga Bazaar, Malleswaram West by : Shop No.4, No.78, Ranga Bazaar, Malleswaram North by: Staircase of the building No.78, Ranga Bazaar, Malleswaram and Mr.V.Ramamurthy's Residence at No.78, Ranga Bazaar, Malleswaram and South by :5th Cross Road and Underpass, Malleswaram ANNEXURE List of witnesses examined for plaintiff PW.1 : Smt. Taradevi.

List of exhibits marked on behalf of plaintiff Ex.P1 : Copy of notice Ex.P2 : Memorandum of family agreement Ex.P3 : Reply Notice Ex.P4 & 5 : 2 death certificates Ex.P6 : Postal acknowledgements Ex.P7 : Bank pass book Ex.P8 & 9 : Letter written by M.Banumathi along with notice Ex.P10 & 11: Rent receipts (2 in nos) Ex.P12 : Legal notice Ex.P13 : Postal receipt Ex.P14 : Postal acknowledgment Ex.P15 : Reply notice with postal envelope Ex.P16 : Letter written by petitioner dated 04.01.2016 Ex.P17 : Postal acknowledgment Ex.P18 to23: 6 Rent receipts List of witnesses examined on behalf of defendant:

☐ NIL ☐ List of documents marked on behalf of defendant:

☐ NIL ☐ (RAJU.M) XVIII ADDL.JUDGE, Court of Small Causes, BENGALURU.