

IV ADDL Senior Civil Judge - 1 -
Bengaluru

Mayohalli unit

IV ADDL
IN THE COURT OF THE PRINCIPAL SENIOR CIVIL JUDGE
BENGALURU RURAL DISTRICT AT BENGALURU

O.S. NO. /2020

Between:

Smt.V.Savitha
W/o Raja Gopal,
Aged about 50 years,
R/at No.294, 1st Cross,
BHBCS layout, Uttarahalli,
Bengaluru-560 061.

...Plaintiff

And

1. Sri.Venkatesh V
Aged about 50 years,
S/o Venkatappa
Yemalur Village and Post,
Bengaluru-560 037.
2. Sri.Mahendra Babu
Aged about 51 years,
S/o Janardhan Naidu,
R/at No.41, II Cross, Ramesh Nagar,
Bengaluru-560 037.
3. Mr.Prem Rejoy.P
Aged about 37 years,
S/o Paneer Selvam,
R/at No.200, 5th Cross/4th Main,
Srinivas Nagar, Padmeshwari Nagar,
Kithaganoor Village, Bidarahalli Hobli,
Bengaluru-560 037,
Bengaluru East Taluk.
4. M/s.Can Fin Homes Ltd.,
Unit of Canara Bank,
No.29/1 Sri.M.N.Krishna Rao Road,
Basavangudi, Bengaluru-560 004.

Also Branch Office at
No.2C-707, Ground Floor,
7th Main, II cross,
1st Block, Kalyanagar Post,

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Kasturinagar,
HRBR Layout,
Bengaluru-560 043.

...Defendants

**MEMORANDUM OF PLAINT UNDER ORDER VII RULE
1 OF THE CODE OF CIVIL PROCEDURE, 1908**

The Plaintiff above named respectfully submits as follows:-

1. That the address of the plaintiff for the purpose of issue or court summons, notices etc., is as given in the cause title above. The plaintiff may also be served through his counsel sriyuths V. Anand, D.V. Srinivas, P. Netaji, C. Anand, V.C. Gowri Shankar & Mahesh H.V. advocates No.84, Kilari Road, Bangalore - 560 053.
2. The addresses of the defendants for the purpose of issue of notices and summons etc., from this Hon'ble court is as stated in the cause title.
3. The plaintiff is for declaration and ownership and possession consequential relief of permanent injunction and the facts leading to the filing of the suit is as follows:-
4. The Plaintiff is the absolute owner of the property bearing Site No.200 House list No.398 situated at Kithganur Village, Bidrahalli Hobli, Bengaluru South (east) Taluk, measuring East to West 40 feet and North to South 30 feet and which morefully described in the schedule property herein and schedule property and which property was purchased under a registered sale

deed dated 17.05.2002 registered in the office of the sub registrar, K.R.Puram on 10.06.2002 is herewith produced and marked as **Annexure-A** and consequent upon the said purchase the plaintiff was put in physical and actual possession of the suit property and all the revenue records were mutated before the gram panchayath before the Avalahalli Gram Panchayath, Bidarahalli Hobli, Bengaluru East Taluk and the property was assessed at Rs.462/- per year and a copy of the tax paid receipt and the form 11 are herewith produced and marked as **Annexures-B & C** and the plaintiff had paid the taxes to the said authority and after the purchase the plaintiff is exercising her full ownership rights over the property as a absolute owner thereof. Presently the schedule property falls under Kithaganoor Gram Panchayath and panchayath has issued an endorsement dated 03.12.2019 along with form 12 reflecting the plaintiff's name in the panchayath records as on today and the same is herewith produced and marked as **Annexure-D**.

5. It is submitted that the Defendants No.1 and 2 are the vendors of the plaintiff who had purchased the said property under a registered sale deed dated 01.08.1998 from one A.Krishnappa and a copy of the sale deed dated 01.08.1998 is herewith produced and marked as **Annexure-E** and they were put in possession of the said property and the same was sold to the plaintiff to meet their domestic needs and for other legal necessities and the said property was sold

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to the plaintiff for a sum of Rs.40,000/- and the said site was legally transferred to the plaintiff.

6. It is submitted that the Defendants no.1 and 2 have played fraud on the plaintiff and that the Defendant No.1 and 2 executed a power of attorney on 21.02.2004 to one Mr.Allah Bakash S/o late Chand Pasha and a copy of the power of attorney is herewith produced and marked as **Annexure-F** and the said power of attorney holder allegedly sold half site western side of the schedule property (20' X 30' = 600 sq.ft.) to one K.Nataraj on 06.05.2016 and the remaining half site eastern side of the schedule property (20' X 30' = 600 sq.ft.) to one R.Sheela W/o Nagaraj and the said sale deeds herewith produced and marked as **Annexure-G & H** and the said persons allegedly amalgamated two sites to one site on 12.03.2018 seems to be husband and wife and the said amalgamation deed dated 12.03.2018 is herewith produced and marked as **Annexure-I** and the aforesaid persons sold the property to the 3rd Defendant herein under registered sale deed dated 10.04.2018 and a copy of the said sale deed is herewith produced and marked as **Annexure-J** for the kind perusal of this Hon'ble court and under the said sale the schedule property reflects that it consists of an 1000 sq.ft. RCC roofed house and granite flooring, teak/Honewood door and windows with electricity and with other civic amenities and the said site was sold for a valuable consideration. It is submitted that the plaintiff is a resident of Uttarahalli and is residing

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about 20 kms away from the site and she used to visit the said site once in three months and she was surprised and shocked to note that the site belonging to the plaintiff was constructed upon and immediately, the plaintiff took legal advice and took all the documents pertaining to the said site including the sale deed of the 3rd defendant and realized that the 1st and 2nd Defendant have played fraud by alienating the same site twice, first to the plaintiff and later to one Sri.K.Nataraj and K.Sheela and hence, the Defendants No.1 and 2 who did not have a better title cannot pass a good and marketable title and hence, the defendants have absolutely no right, title or interest over the suit schedule property since, the plaintiff who is holding the sale deed as on 17.05.2002 having paid valuable sale consideration to Defendants No.1 and 2 and having received the said amount have defrauded the Plaintiff by executing a Power of attorney on 21.02.2004 to one Mr.Allah Bakash and hence, the transactions sale deeds after 17.05.2002 (17.05.2002 is the date on when the plaintiff purchased the said property) stands invalid and has no any validity in the eye of law and all transactions later to 17.05.2002 have absolutely no right, title over the property. The plaintiff having no other option except to knock the door of this Hon'ble court and not having any other alternative remedy the plaintiff is seeking for the relief of the declaration of ownership, possession and consequential relief of permanent injunction and hence, the suit.

7. A copy of the encumbrance certificate of the schedule property from 01.04.2012 to 04.10.2019 are herewith produced and marked as **Annexure-K**.

8. The plaintiff further submits that the 3rd Defendant has put up construction over the schedule property without the knowledge and consent of the plaintiff and that the 3rd Defendant has obtained a loan of Rs.49,00,000/- from the 4th Defendant and the said loan amount obtained by the 3rd Defendant from the 4th Defendant is not binding on the plaintiff and that there shall not be any charge or lien over the plaintiff schedule property.

9. The cause of action for the suit arose on **17.05.2002**, when the plaintiff is put to actual and physical possession of the suit property by the Defendants No.1 and 2 and subsequently the defendants No.1 and 2 having playing fraud by executing a power of attorney on 21.02.2004 and subsequently when the power of attorney holder executed two sale deeds on 06.05.2016 and subsequently on 12.04.2018 when the site was sold to the 3rd Defendant within the jurisdiction of this Hon'ble court and this Hon'ble court has jurisdiction to try and dispose of the matter.

10. No other suit or suits are filed on the same cause of action in any other court of law.

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11. The suit for the purpose of court fee and jurisdiction is valued separately as per the valuation slip annexed to this plaint.

Wherefore, the plaintiff most respectfully prays that this Hon'ble court be pleased to pass a judgment and decree in favour of the plaintiff and against the defendants:-

- a) To declare that the plaintiff is the absolute owner of the suit schedule property.
- b) For an order of possession to be delivered by the 3rd Defendant to the plaintiff and in case if the 3rd Defendant fails to deliver possession this Hon'ble court be pleased to deliver possession at the cost of the 3rd Defendant.
- c) For an order of permanent injunction restraining the 3rd Defendant from interfering with the suit property after duly vacating the 3rd defendant from the suit schedule property.
- d) Declare that the loan obtained by the 3rd Defendant from Defendant No.4 by mortgaging the schedule property is not binding on the plaintiff nor there shall be any lien, charge over the suit property.
- e) Declare that the sale deed No.BNS-1-00558-2018-19 dated 10.04.2018 to Defendant No.3 and other two sale deeds No.KRI-1-00834-2016-

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17 & No.KRI-1-00835-2016-17 dated 06.05.2016
are not binding on the plaintiffs.

- f) For any relief or reliefs as deemed fit in the
circumstances and situation of the case.

SCHEDULE PROPERTY

All that part and parcel of the property bearing Site
No.200, House List No.398, situated at Kithganur Village,
Bidrahalli Hobli, Bengaluru South (east) Taluk
measuring East to West 40 feet and North to South 30 in
all measuring 1200 sq.ft. feet and bounded on :-

East by	:	Site No.210
West by	:	Road
North by	:	Site No.201
South by	:	Road.

Advocate for Plaintiff

Plaintiff

VERIFICATION

I, the plaintiff do hereby verify and declare and what
is stated above is true and correct to the best of my
knowledge, information and belief.

Bangalore
Dated: 02/01/2020

Plaintiff

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IN THE COURT OF THE PRINCIPAL SENIOR CIVIL JUDGE
BENGALURU RURAL DISTRICT AT BENGALURU

Between: O.S. NO. /2020

Smt.V.Savitha

...Plaintiff

And

Sri.Venkatesh.V and others

...Defendants

VERIFYING AFFIDAVIT

I, V.Savitha W/o Raja Gopal, Aged about 50 years,
R/at No.294, 1st Cross, BHBCS layout, Uttarahalli,
Bengaluru-560 061., do hereby solemnly affirm and state
on oath as follows:-

1. I submit that I am the plaintiff in the above case and as such I am fully conversant with the facts of the case, hence I am swearing this affidavit.
2. I submit that I have filed the above suit for declaration and ownership and possession consequential relief of permanent injunction against the defendants.
3. I submit that what is stated above plaint paras are true and correct.

I, the deponent do hereby solemnly affirm and state that this is my name and signature and the contents of this affidavit is true and correct to the best of my knowledge, information and belief.

Identified by me

Advocate

Deponent

Sworn to before me

Bengaluru,

Date: 02/01/2020