

**IN THE COURT OF V ADDITIONAL CITY CIVIL AND  
SESSIONS JUDGE AT BENGALURU**

Dated this the 17<sup>th</sup> day of January 2026

Present : **SRI.VEDAMOORTHY B.S.**, B.A.(L.), LL.B.,  
XXXI Addl. City Civil & Sessions Judge, Bengaluru (CCH-14)  
C/c V Addl. City Civil & Sessions Judge, Bengaluru (CCH-13)

**O.S.No.3566/2023**

**PLAINTIFF** : Smt.Shobha G.N.

V/s

**DEFENDANTS** : Sri.Krishnnoji Rao & another.

i.	Provision under which the application is filed	I.A.No.IV - Order VIII Rule 1A R/w Order XIII Rule 1 Section 151 of Code of Civil Procedure.
ii.	Reliefs sought for	To direct the defendants to place the Rental Agreement, if any, entered into between the defendants and to disclose the rent which is being paid by the 1 <sup>st</sup> defendant to the 2 <sup>nd</sup> defendant towards the suit schedule property.
iii.	The date on which the application is are filed	03.08.2024
iv.	Number of the application	I.A.No.IV

v.	The date on which the objections are filed by different opponents	28.01.2025
vi.	The date on which the orders were passed on the said application	17.01.2026

### **ORDERS ON I.A.No.IV**

The plaintiff has filed I.A.No.IV under Order VIII Rule 1A R/w Order XIII Rule 1 Section 151 of Code of Civil Procedure seeking an order to direct the defendants to place the Rental Agreement, if any, entered into between the defendants and to disclose the rent which is being paid by the 1<sup>st</sup> defendant to the 2<sup>nd</sup> defendant towards the suit schedule property.

2. In support of I.A.No.IV, the plaintiff has filed her affidavit stating that the 1<sup>st</sup> defendant in his written statement has stated that he is paying the rent to the 2<sup>nd</sup> defendant knowing that the suit schedule property has been allotted to the share of the plaintiff. The defendants cannot denial the fact that the properties were inherited and the plaintiff is the co-owner of the property. She has every right to claim rent. The defendants have entered into

a Rent Agreement. They have not produced it before the Court. They have also not disclosed the advance security deposit amount paid and monthly rent being paid by the 1<sup>st</sup> defendant to the 2<sup>nd</sup> defendant. They are the materials facts to be disposed in this suit. Hence, this application is filed.

3. The 1<sup>st</sup> defendant has filed objections to I.A.No.IV contending that the application is not maintainable either in law or on facts. The plaintiff has sworn false affidavit to suit her convenience. The 1<sup>st</sup> defendant is not bound to comply the demands of the plaintiff. There is no merits in the application. Hence, prayed to dismiss I.A.No.IV.

4. Heard the learned the Counsel for the plaintiff on I.A.No.IV. The learned Counsel for the defendants has filed written arguments on I.A.No.IV. Perused the materials available on record.

5. The following point that has been arisen for my consideration:

*Whether the plaintiff has shown sufficient reasons to direct the defendants to place*

*the Rental Agreement, if any, entered into between the defendants and to disclose the rent which is being paid by the 1<sup>st</sup> defendant to the 2<sup>nd</sup> defendant towards the suit schedule property ? If so, what order?*

6. My answer to the above point is in the Negative for the following:

### **REASONS**

7. This suit is filed by the plaintiff against the defendants to evict the 1<sup>st</sup> defendant by directing him to quit, vacate and handover vacant physical possession of the schedule residential house together with removing the movable from the schedule premises to the plaintiff, to direct the defendants to pay rent of Rs.10,000/- per month and damages at the rate of Rs.10,000/- per month to the plaintiff from the date of suit till the date of handing over the vacant possession of the suit schedule property.

8. The claim of the plaintiff is that he is the absolute owner of the suit schedule property. The 1<sup>st</sup> defendant is in possession of the suit schedule property as a tenant. The

husband of the 2<sup>nd</sup> defendant inducted the 1<sup>st</sup> defendant as a tenant. After his death, the 2<sup>nd</sup> defendant was collecting the rent from the 1<sup>st</sup> defendant. In O.S.No.2062/1990, the suit schedule property was allotted to the plaintiff. Thus, the plaintiff became the owner and landlord of the suit schedule property. The 2<sup>nd</sup> defendant filed R.F.A.No.1391/2013. It is pending for consideration. The plaintiff is entitled to seek ejectment of the 1<sup>st</sup> defendant from the suit schedule property and to collect the rent of the suit schedule property.

9. The 1<sup>st</sup> defendant in his written statement denied the jural relationship between the plaintiff and the 1<sup>st</sup> defendant. He has contended that the plaintiff is not the landlord. He is paying the rent to the 2<sup>nd</sup> defendant as he is the tenant under the 2<sup>nd</sup> defendant. He has not aware of the judgment in O.S.No.2062/1990 and the pendency of R.F.A.No.1391/2013.

10. On perusal of the rival contentions in the pleadings and the suit documents, it appears that in

O.S.No.2062/1990, the plaintiff herein was defendant No.1(g) and the subject matter of the suit was item No.2 of schedule 'A'. It appears from the said judgment that no share has been allotted to the plaintiff herein under the said judgment and decree in respect of the suit schedule property. Therefore, prima-facie to substantiate the fact that the plaintiff is the owner of the suit schedule property and it was fallen to her share, there are no supporting documents to the pleadings. Unless the plaintiff substantiated her semblance of right over the suit schedule property, the defendants cannot be directed to comply with the relief claimed in I.A.No.IV for the whims and fancy of the plaintiff. Under these circumstances, the plaintiff has not shown sufficient reasons to direct the defendants to place the Rental Agreement, if any, entered into between the defendants and to disclose the rent which is being paid by the 1<sup>st</sup> defendant to the 2<sup>nd</sup> defendant towards the suit schedule property. Hence, I answer the above point is in the Negative. In the result, I proceed to pass the following :

**ORDERS**

I.A.No.IV filed by the plaintiff under Order VIII Rule 1A R/w Order XIII Rule 1 Section 151 of Code of Civil Procedure is hereby dismissed.

No order as to cost.

(Typed by the stenographer in the Court computer on my direct dictation, printout taken, corrected and then pronounced by me in the open court today on this the 17<sup>th</sup> day of January 2026)

**(VEDAMOORTHY B.S.)**

XXXI Addl. City Civil & Sessions Judge,  
Bengaluru.

C/c V Addl. City Civil & Sessions Judge,  
Bengaluru.