

KABC170023862025



**IN THE COURT OF LXXXIV ADDL. CITY CIVIL &  
SESSIONS JUDGE, AT BENGALURU (CCH-85)  
(Commercial Court)**

**THIS THE 6<sup>th</sup> DAY OF SEPTEMBER 2025**

**PRESENT:**

**SRI. ANAND T. CHAVAN. B.Com.,LL.B.(Spl.)  
LXXXIV ADDL. CITY CIVIL & SESSIONS JUDGE,  
BENGALURU.**

**Com.O.S.No.1005/2025**

**Plaintiff:-**

**DK Projects,**

Having its registered office at  
No.113, 1<sup>st</sup> C Cross, Krishnaiah Layout,  
Banashankari 3<sup>rd</sup> Stage, 3<sup>rd</sup> Phase,  
Bangalore-560 085.

Rep by its Proprietor,  
Mr. Dilipkumar D K.

**(Rep by Sri. A Mahesh Chowdhary -Advocate)  
-V/s -**

**Defendants:- 1. Sree Venkateshwara Builders,**

Having its registered office at  
No.56/5, 9<sup>th</sup> A Cross, JP Nagar,  
1<sup>st</sup> Phase, SBI Colony,  
Bangalore-560 078.

**2. Sri. D Krishna,**  
S/o Late D Kuppa Naidu,  
Aged about 52 years,  
No.56/5, 9<sup>th</sup> A Cross, JP Nagar,  
1<sup>st</sup> Phase, SBI Colony,  
Bangalore-560 078.

**3. Smt. Sumathi K,**  
W/o Late D Kuppa Naidu,  
Aged about 52 years,  
No.56/5, 9<sup>th</sup> A Cross, JP Nagar,  
1<sup>st</sup> Phase, SBI Colony,  
Bangalore-560 078.

**(Rep by SRK -Advocate)**

**PARTIES TO IA.Nos.1 & 2**

**Applicant/** DK Projects,  
**Plaintiff:-**

**V/s**

**Opponents/** M/s Sree Venkateshwara Builders & Ors.,  
**Defendants**

(i)	Provisions under which the application is filed	IA No.1- U/Or. XXXIX Rules 1 and 2 R/w Sec.151 of CPC. IA No.2- U/Or. XXXVIII Rule 5 R/w Sec.151 of CPC.
(ii)	Relief sought for	IA No.1 for grant temporary injunction. IA No.2 for pass an order of attachment before judgment in respect of application

		property.
(iii)	The date on which the application are filed	15.07.2025 & 17.07.2025
(iv)	Number of the applications	2
(v)	The date on which the objections are filed by different opponents	By Defendants on 04.08.2025
(vi)	The date on which the orders were passed on the said application.	06.09.2025

### **ORDER ON IA Nos.1 and 2**

The plaintiff has filed IA No.1 under Order XXXIX Rules 1 and 2 R/w Sec.151 of CPC, seeking to grant an exparte, ad-interim temporary injunction restraining the defendants, their agents, servants, employees or any person claiming through or under them, from selling, alienating, encumbering, or creating any third party rights in respect of any flats constructed on Schedule B Property ("Krishna Residency"), and from receiving, utilizing, or appropriating any sale proceeds arising therefrom without placing the same on record and accounting for such proceeds before this court, pending disposal of the present suit.

IA No.2 is filed by plaintiff under Order XXXVIII Rule 5 R/w Sec.151 of CPC, seeking to pass an order of

attachment before judgment in respect of the following property, or in the alternative, direct the defendants to furnish adequate security for the suit claim.

Details of the property

All that piece and parcel of portion of residentially converted land measuring 10000 square feet, new BBMP Khata No.731/12/5 and portion of residentially converted land measuring 10000 square feet, new BBMP Katha No.284/12/5, both are comprised in Sy No.12/5 (Vide Official Memorandum bearing No.B.DIS/ALN/SRS) 83/99-2000, dtd.16.11.1999 issued by the Special Deputy Commissioner (Rev), Bangalore District, and residentially converted land bearing old Sy No.12/2, New Sy No.12/10 converted vide Official Memorandum bearing No.B.DIS/ALN/SR/S/4/2002-03 dtd.11.07.2002, issued by the Special Deputy Commissioner (Rev), Bangalore District, presently comes under the limits of BBMP and present BBMP Katha No.48, Sy No.12/2/12/10, measuring East to West towards Northern side 172 feet, Southern side 179.3 feet and North to South towards Eastern side 62 feet, Western side 62 feet in all measuring 10,890 square feet, in all totally measuring 30890 square feet, and new BBMP Khata No.48/12/2/12/10, BBMP Ward No.190 of Hemmigeepura, Kengeri Sub-division, Bangalore, situated at Talaghattapura Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore.

**2.** The gist of the plaint and affidavits of Proprietor of plaintiff filed in support of IA Nos.1 and 2 is that, plaintiff is a Proprietorship concern engaged in real estate development, construction and allied land –

development activities. Defendant No.1 is a partnership firm constituted under Partnership Act carrying on business of promoters, builders, developers, contractors, sellers, buyers, commission agents, real estate agents and consultants for all kinds of construction, development of land building flats and apartments. Defendant Nos.2 and 3 are parents of the Proprietor of plaintiff concern and present dispute emanates from commercial dealing carried out in the ordinary course of business. Present suit arises out of a Joint Business Development Agreement dtd.04.03.2021 (herein after referred as JBDA for short) between plaintiff and defendants for development of two properties, which are described as schedule A and B properties of plaintiff schedule. Defendant No.1 firm along with its partner are joint and absolute owners of schedule A and B properties. Initially defendants sought to develop modern residential apartment complexes over said properties in phased manner and commenced construction of first project on schedule A property by obtaining building plan from competent authority on 17.11.2018. In furtherance of

development and to finance construction activities, defendants undertook borrowings cumulatively amounting to Rs.18,10,00,000/- from various sources through bank loans and private loans. However defendants were unable to sustain or complete development activities on their own and outstanding liabilities continue to accrue interest over time, which became financial burden on defendants. For said reason defendants approached plaintiff to take over to complete and construction of two projects and accordingly aforesaid JBDA was entered into between them. As per said JBDA defendant No.1 being owner of suit schedule properties agreed to grant the exclusive, irrevocable and unfettered right to develop properties into residential apartment complexes with necessary amenities and upon execution of said agreement he agreed to handover vacant, peaceful and unencumbered possession of said property to plaintiff for development. Further the owner admitted liabilities amounting to Rs.18,10,00,000/- as on the date of JBDA and same was acknowledged by developer. Plaintiff/Developer undertook the obligation of clearing the liabilities of

owner with accrued interest and further undertook to carry out construction, marketing and advertising at its own costs. Further developer shall be solely and exclusively responsible for sale of units in project including owners share and shall have sole right to receive advances and to execute conveyance deeds for all the units in the project. Further parties agreed to share total built up area in the ratio of 40:60 that is owners share shall be 40% and developers share shall be 60% of built up area and gross sales revenue. It was further agreed that developer shall be entitled to recover all project costs including liability of Rs.18,10,00,000/- along with interest from the gross sales revenue of projects prior to distributions of owners share.

**3.** Further in case of breach by developer owner was held entitled to terminate the agreement and in such case developer was entitled to incur actual costs to incur upto date of termination by deducting advances received and he was not liable for any loss or profits or indirect damages. It was further agreed that, in case of breach by owner, developer shall be entitled to call upon owner to valuate entire project covering

completed development work and total projected sales revenue through authorised government valuer and owners shall be liable to settle the amount due to developer by considering all costs incurred, development expenses and developers shares in projected profits on the basis of revenue. Further it was agreed that developers shall have first charge and lien on scheduled properties and any proceeds until settlement is fully received.

**4.** As per terms of JBDA defendants were to execute such further documents as may be necessary to convey and secure plaintiff's entitlement to 60% of built up area in the projects. In view of assurances by defendants, plaintiff continued to invest in and assumed full responsibility of the project in good faith, in view of longstanding trust and familial relationship between parties, despite limited involvement of defendants. Further notwithstanding the non execution of formal conveyancing documents, JBDA constitutes a binding and enforceable agreement between parties for above project and revenue sharing and absence of any subsequent documentation does not negate the

rights of plaintiff under said JBDA. However defendants failure to honor the obligations under above JBDA and to execute necessary documents in furtherance thereof constitute material breach of agreement, which gave rise to present cause of action.

**5.** Pursuant to execution of JBDA, plaintiff was placed in peaceful possession of schedule properties and he promptly commenced construction activities by undertaking additional responsibility of construction, development and marketing of first project over schedule A property. He undertook substantial financial liabilities as per JBDA including pre-existing debts of defendants, despite encountering severe operational and financial hardships and he successfully completed construction of residential project over schedule A property, which came to be known as Sri. Krishna Residency.

**6.** However total revenue generated from sale of 55 units of said project over schedule A property was unilaterally appropriated by defendants, who executed all sale deeds in their name and retained

entire gross sale proceedings in flagrant breach of JBDA. Notwithstanding such unilateral actions of defendants, plaintiff's proprietor being son of defendant Nos.2 and 3 still undertook responsibility of ensuring that revenue generated from project was systematically applied towards meeting the construction, development and marketing costs and to partially discharge liabilities of defendant No.1. Plaintiff proceeded on the basis of mutual trust and familial goodwill with genuine expectation that accounts will be duly settled in accordance with terms of JBDA.

**7.** Thereafter plaintiff commenced development and construction of 2<sup>nd</sup> project on schedule B property in August 2023 by mobilizing financial sources and by investing time, capital and manpower for said purpose. On completing major structural work, securing approvals and mobilizing finishing trades, as per terms of JBDA. Thereafter defendant No.1 firm through defendant Nos.2 and 3 obtained registration of 2<sup>nd</sup> project namely Krishna Residency from RERA office vide registration certificate dtd.27.12.2023 and in furtherance of said registration defendants issued

written communication dtd.25.04.2023 by expressing that plaintiff is registered proprietorship firm and it is the entity engaged in developing and promoting the Krishna Residency Project. Further said letter confirms that plaintiff was duly authorized to act on behalf of defendants for promoting said project. Hence this express recognition by defendants after JBDA re-enforces contractual and legal relationship between parties. Thereafter in early 2025 project had been substantially developed by plaintiff and construction reached its final stage with marketing activities already underway.

**8.** However at this juncture in March 2025 a familial dispute arose between parties. Due to aforesaid personal discord, defendants began to interfere with project execution in breach of JBDA by taking undue advantage of family situation and faith reposed by plaintiff. Defendants sought to terminate JBDA unilaterally, but plaintiff protested with intention to continue construction as per said agreement. However defendants denied plaintiff's access to the project site and began entering into agreements of sale without any intimation and consent of plaintiff

for the units of Krishna Residency by collecting sale consideration independently and without involvement of plaintiff, which is violation of clauses 4.3, 5.1, 5.2 and 5.3 of JBDA, which gives exclusive right to plaintiff to market, execute conveyances and collect consideration along with 60% of share in total revenue generates from the project. The defendants failed to act as per clause 8.4 of JBDA, which requires them to initiate government valuation of project and to settle all amounts expended and liabilities discharge by plaintiffs including Rs.25,16,73,182/- already paid towards debt of defendants and further to release 60% of projected profits. The defendant's deliberate failure to comply with these provisions amounts to willful and material breach of JBDA to deprive plaintiff of its rightful entitlements and to frustrate its lien over properties and proceeds of the project.

**9.** Further on completion of first project on A schedule property, entire revenue generated from sale of 55 residential units amounting to Rs.39,71,51,500/- was unilaterally appropriated by partners of defendant No.1, who solely executed sale

deeds and withheld entire sale consideration by failing to account or to release portion of proceeds to the plaintiff. It was only upon repeated insistence by plaintiff to invoke contractual provisions, defendants released the gross sale revenue. Further upon receipt of the above funds plaintiff was able to pay towards construction development marketing and other related expenses amounting to Rs.13,31,46,971.50 and subsequently to transfer Rs.25,16,73,182/- (comprising principal amount of Rs.18.10 Crores with accrued interest) to defendant No.1 for purpose of discharging financial liabilities. Though said transaction structure was consciously adopted to maintain transparency and proper accounting under GST frame work in respect of primary operating bank accounts of defendant No.1 namely in Allahabad Account and Axis bank accounts and said accounts were freezed and placed on lien and thereby restricting financial functioning of defendant No.1. Further plaintiff in order to ensure continued performance under JBDA compelled to raise and invest further sums from personal resources to meet project related expenses for the benefit of

defendants and to safeguard viability of JBDA. Further revenue of Rs.39,71,51,500/- was generated from sale of flats of schedule A property and revenue of Rs.12,59,55,680/- was generated agreements of sale in respect of schedule B flats and thus total revenue generated from above project is Rs.52,31,07,180/-. The plaintiff has incurred verifiable expenses amounting to Rs.27,14,99,016/- towards project execution and he further repaid debts of Rs.25,16,73,182/- owed by defendants. Further the owner i.e. defendant No.1 had to comply with clause 8.4 of JBDA after expressing intention to discontinue development and he is obligated to settle liabilities discharged on behalf of the owner, expenses of construction, development and marketing and developers share of anticipated profits. But despite having secured full benefit of plaintiff's performance under JBDA by virtue of completion of projects and substantial clearing of liabilities, defendants have acted in breach of JBDA by unilaterally excluding the plaintiff from schedule B project of Krishna Residency. They did not even initiated the valuation mandated under above clause

and no amount was settled with plaintiff. However instead of it defendants have proceeded to create third party rights in schedule B property and to appropriate revenue in violation contractual terms and also for their unjust enrichment at the expense of plaintiff. Hence plaintiff is constrained to file present suit for necessary reliefs.

**10.** It is specifically averred in affidavit filed in support of IA No.1 that defendants are now started entering into agreement of sale with third parties and receiving advance consideration of the flats of schedule B property without knowledge or participation of plaintiff in contravention of terms of JBDA. Further action of defendants are directly undermining plaintiff's exclusive rights to control, manage and market the project and they are threatening plaintiff's financial recovery, lien and contractual entitlements under JBDA. Hence by narrating aforesaid acts done by plaintiff in pursuant to terms of JBDA and in view of alleged breach of obligations committed by defendants, it is averred that plaintiff has made out prima facie case and balance of convenience lies in his favour. It is further

averred that if defendants are not restrained from alienating the flats constructed in schedule B property by way of an order of temporary injunction, plaintiff will be put to irreparable loss and injury, both financially and to the reputation, which cannot be compensated by any means.

**11.** It is further specifically averred in affidavit of IA No.2 that plaintiff strongly apprehends that unless remaining unsold flats and/or the sale proceeds thereof are secured by this court, defendants may alienate, encumber or siphon off the assets to defeat the fruits of the litigation. The defendants have not maintained any separate account or Escrow for these transactions nor they have proposed any security mechanism. They have neither offered any security nor undertaken to preserve suit property pending present dispute. Plaintiff apprehends that defendants are deliberately dealing with and disposing off properties and proceeds with a view to defeat present proceedings and to render any decree infructuous. Hence in the absence of direction of attachment before judgment or a corresponding order for furnishing security there is a grave risk that

defendants will deal with the property to frustrate the execution of decree that may be passed by the court. These amongst other grounds, it is prayed to allow both applications.

**12.** Defendants have appeared and filed their separate objections to the present applications with prayer to consider averments of the written statement also as objections to above applications. It is averred that, the applications are not maintainable either in law or in facts and same are liable to be rejected. The JBDA dtd.04.03.2021 is created, concocted and fabricated by plaintiff to usurp defendant No.1 business and property of defendants. It is admitted that the Defendant No.2 is a partnership firm and Defendant No.2 and 3 are its partners and the firm is carrying on the business. It is further admitted by defendants that Defendant No.2 and 3 are the parents of the proprietor of the Plaintiff's concern. However, it is denied that the present dispute emanates from the commercial dealings carried out in the ordinary course of business, except the fact that the Defendant No.2 and 3 are the parents. It is further averred that defendants have not entered into any agreement or

contracts with the Plaintiff to create any contractual rights or obligations much less the alleged Joint Business Development Agreement dated 04/03/2021 (JBDA) alleged to have been executed between Plaintiff and Defendants for the development of Schedule A and B Properties. It is admitted that defendant No.1 Firm, along with its partners are the absolute owners of the Schedule A and B Properties and in order to develop the Schedule Properties defendants commenced construction of the Project on Schedule A Property and obtained sanctioned plan for construction of the apartment from the competent authorities. It is further admitted that defendants have raised loans from banks to develop the A schedule property, but it is denied that they borrowed amount is Rs.18.10 Cr. and said figure is said to be imaginary. It is further denied that defendants were unable to sustain or complete the developmental activities on their own and proposed development became a substantial financial burden on the Defendants are false. It is further averred that defendants have never faced severe financial constraints and as such there was no question of defendants approaching the Plaintiff to take over and

complete the construction of two projects and there was no question of execution of Joint Business Development Agreement. It is further averred that paras a to j of JBDA could not have been agreed upon or accepted by any owner of the Immovable Property and such agreement could not have been executed on a stamp paper of Rs.50 without any registration of the same, without any financial consequences and obligation on plaintiff to comply alleged agreement.

**13.** It is submitted that when the defendants have not executed alleged JBDA with respect to the Schedule Properties and there was no commercial relationship between the parties nor any contractual rights created under any agreement between the parties. It is further averred that when no such JBDA as alleged was entered into by the Defendants, the question of handing over the possession of the Schedule A and B Property does not arise pursuant to the alleged agreement. Defendants have developed the Project over Schedule A Property and the plaintiff is nothing to do with the Project.

**14.** It is further specifically averred that plaintiff has no manner of rights interest with respect to A and B

schedule properties. Plaintiffs expertise and experience is so minimal in assisting the defendants that he could not have taken up such a huge project and therefore question of entering into such project under JBDA by defendants does not arise. It is further averred that except for the limited role of managing, finances plaintiff had no role to play in bringing any investors to the project while construction was in progress, marketing the project except to the fact that few buyers of plaintiff got when the project was ready to move stage. Defendants never engaged any activities at any point of time and his role was to manage the amount deposited in firms account and to monitor payment made by suppliers, bank, laborers, engineers engaged and for marketing agents engaged by defendants. For these reasons there is no question of claiming outstanding amount by plaintiff towards development and construction of above projects as defendants have not executed the said JBDA.

**15.** It is further averred that defendant No.2 is a business man engaged in real estate business for last more than three decades and for ease of business, he formed partnership firm under name and style Sri.

Venkateshwara Builders in the year 2010. Further defendant No.2 made savings by his hard work and acquired A and B schedule properties in the name of defendant No.1 firm. In order to develop such properties defendants raised loan from co-operative banks and private finances and constructed apartments by obtaining necessary statutory approvals and then completed project of schedule A property with 55 apartment units, which is registered at RERA. Thus defendants being absolute owners and responsible for completion of project, they are alone under obligation to the purchaser of apartments and plaintiff has nothing to do with the project.

**16.** It is further averred that plaintiff has completed his engineering in the year 2019 and was planning to do his master degree, in the meanwhile he showed inclination to understand real estate business and to gain experience as he wanted to pursue business of defendants as his carrier after education. He wanted to establish his own proprietary concern and therefore defendant Nos.2 and 3 being concerned parents with an intention to see their son prospering, permitted plaintiff to operate a proprietary concern namely D.K Projects, so that plaintiff can start his

own small projects apart from engaging him for limited purpose in ongoing project of defendants on schedule B property. In furtherance thereof plaintiff started said concern and opened bank account in Axis Bank, in which defendants invested Rs.3 lakhs as a token gesture to encourage him. The plaintiff was inexperienced and he had no skill to carried out huge construction activities. Defendants considering his qualification, involved him in above schedule B project with a total management of finances and the work related to construction, marketing and other activities of development of the project was with defendants. Further defendant Nos.2 and 3 being illiterates acquired the above properties and carried out huge projects with assistance of many. Considering the fact that plaintiff would be in better position to understand and manage the finances with assistance of chartered accountant engaged by defendants in respect of B schedule property, defendants gave plaintiff the charge of finances in order to gain experience to handle any project of his proprietary concern in future. Further defendants permitted plaintiff to deal, negotiate and engage with proposed buyers of flats, when same were ready to

move in stage, as it would give good exposure to plaintiff to develop negotiating skills. Accordingly he was managing the said finance project of defendant No.1 firm with guidelines of chartered accountant engaged by defendants and gradually he started operating account of said firm. He was exclusively dealing with finance of defendants including filing of IT returns, but he was not given any charge with respect to construction activities, purchasing materials, engaging contractors and engineers etc., this was only an arrangement to groom plaintiff to gain experience. Under such circumstances at no point of time defendants had occasion or intention to enter into contract in respect of commercial dealings of A and B schedule properties. Further defendant Nos.2 and 3 routed all the payments received to defendant No.1 firm with respect to projects to the plaintiff's firm at the request of plaintiff to help him in gaining confidence of various stakeholders and to enhance his reputation and creditworthiness in market in turn that would help him in getting new project to his concern. Further defendants in order to avoid any work on project being impaired for want of funds or any documents during their absence from

Bengaluru or on their frequent visit to temples for weeks had handed over signed blank cheques and documents to plaintiff for use of such documents and defendant Nos.2 and 3 being his parents had no occasion to doubt his integrity. Further defendant No.2 would given clear instructions to engineers, suppliers and workers to complete their scope of work within stipulated time and everything was fine without any difference with regard to above arrangement till marriage of plaintiff. After marriage of plaintiff in June 2024, things began to change in early 2025 as in-laws of plaintiff approached defendant Nos.2 and 3 with proposal to give independent charge of project to the plaintiff. On considering age and inexperience of plaintiff, defendants did not agree to such proposal and their refusal became a triggering point and source for serious differences between plaintiff and defendant Nos.2 and 3. Thereafter plaintiff started refusing to share details with respect to finances, started delaying payments to supplier, workers. When apartment was ready to move in stage and only interiors are left to be done, defendants permitted plaintiff to negotiate with buyers and after such

negotiations the part consideration amount with respect to the flats were deposited in the account of defendants and few other buyers deposited in the account of plaintiff which were not known to defendants. On inquiry plaintiff would state that since the buyers are known and his assurance they agreed to deposit the amount. Though said explanation was not convincing, defendants believed his version and it was only when proposed purchasers approached defendants to execute sale deeds in their favour in respect of no amount was deposited in the account of defendants, defendants came to know that plaintiff fraudulently executed agreements by forging signatures of defendants on sale agreements. Further signatures found on sale agreements are rubber stamp signatures of defendants and it was more than clear that plaintiff is creating documents by taking advantage of illiteracy and trust reposed by defendants on him. Thereafter despite request of defendants to share details regarding finances, plaintiff failed to share the same and as such the defendant Nos.2 and 3 decided to take over the charge and control of finance. Defendants understood plaintiff's modus operandi

and plaintiff took away all documents including title deeds of several immovable properties, jewellery etc. Therefore defendants were constrained to lodge police complaint, but no action was taken by police till date. Further plaintiff has also taken away all jewellery from the bank safety locker by forging signatures of his sister and he has taken Toyota Fortuner car of defendants by forging signatures of defendant Nos.2 and 3 and got it transferred in his name, which lead for filing police complaints. Thus plaintiff is using on illegal means to usurp property of defendant's firm and family.

**17.** Thus plaintiff is abusing the freedom given to him to manage finances by misusing the documents given to him on trust and by taking advantage of situation is creating liability against defendants by using rubber stamp signatures without any authority and the digital signature was obtained without the knowledge of the defendants by changing the auditor engaged by defendants.

**18.** Further in JBDA plaintiff has incorporated all one sided and unreasonable clauses that would virtually make defendants a bankrupt and it is enough to throw defendants out of business. The nature of

clauses incorporated in said agreement shows fraudulent intent of plaintiff to take control of defendants business and for name sake obligation clause was incorporated for plaintiff with no consequences and responsibility. The said agreement is a tailored according to need of plaintiff to throw defendants out of business with huge financial consequences.

**19.** Further plaintiff has not produced single document to establish that he has contributed any amount for settling alleged Rs.18.10Crore. Absolutely there is no reference in the documents as to whom the said amount was paid and source of plaintiff's income, which has cleared the loans. Further plaintiff has not produced original documents which require compulsory registration and the documents produced by him are fraudulent, fabricated and concocted to create liability on defendants. It is further averred that plaintiff has not even left alleged 40% of defendant's share to deal with under alleged agreement and no party would agree upon such terms. Hence it is averred that plaintiff has created documents by incorporating all onerous and detrimental clauses against defendants to play fraud

on them and on public and above JBDA has no sanctity in the eye of law. In case plaintiff is empowered to use said JBDA, it will affect the right of defendant adversely and cause huge financial implication to their business. Further the reputation and goodwill of defendants in a market will be destroyed and plaintiff has nothing to loose except seeking destruction of business of defendants. Hence the suit is not maintainable. It is further averred that absolutely no prima facie case is made out and balance of convenience does not lie in favour of plaintiff, but rather it lies in favour of defendants. The defendants are lawful owners of schedule properties by obtaining necessary permissions and licenses from competent authorities and if order of injunction is continued, they will be put to grave and irreparable loss, which cannot be compensated in terms of money. These amongst other grounds, it is prayed to reject both applications.

**20.** The following points arise for consideration.

**1. Whether plaintiff has made out prima-facie case for grant of order of temporary injunction?**

**2. Whether balance of convenience lies in favour of plaintiff?**

**3. Whether Plaintiff will be put to irreparable loss and injury, if order of temporary injunction is not granted?**

**4. What order?**

**21.** Heard arguments of both sides, perused entire materials placed on records.

**22.** The followings are findings to above points.

**Point No.1:- In the negative.**

**Point No.2:- In the negative.**

**Point No.3:- In the negative.**

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

**REASONS**

**23. Point Nos.1 to 4:-** These points are taken together for consideration as finding on one point may have bearing on other point and also to avoid repetition of facts. The averments of plaint, written statement and above applications filed by both parties are already narrated in detail in forgoing paras and same need not be repeated once again. The plaintiff has filed present suit against defendants seeking relief of declarations in respect of Joint

Business Development Agreement (JBDA) dtd. 04.03.2021, to direct defendants to pay plaintiff its 60% share of gross sale proceeds of Krishna Residency with interest, to direct defendants to comply clause 8.4 of JBDA, to declare that plaintiff holds valid and subsisting first charge and lien over A and B Schedule Properties and all sale proceeds arising out of it and other subsidiary reliefs in respect of above properties.

**24.** In support of his case plaintiff has produced copy of GST certificate and Udyam Registration certificate under MSME of its proprietary concern, his Aadhar card, copy of GST certificate of defendant No.1 showing defendant Nos.2 and 3 as its partners, copy of G-tree, copy of sale deed executed in respect of schedule B property standing in the name of defendant Nos.2 and 3, Revenue documents pertaining to said property with copies of tax paid receipts, copy of sale deed executed in favour of defendant No.1 in respect of Sy No.12/5 schedule B property. Plaintiff has further produced joint business Development Agreement said to have been executed between himself and defendant Nos.2 and 3 dtd.04.03.2021 showing terms and conditions as narrated in plaint and as rightly argued by

defendants side, it is executed on a stamp paper of Rs.50/-. Further plaintiff has also produced project brochures of Krishna Residency, Geo-tagged photographs of the projects, few copies of sale deeds executed by defendant No.1 in respect of schedule properties. He has also produced a copy of RERA Certificate dtd.27.12.2023 issued in the name of defendant No.1 firm by mentioning the name of plaintiff as a contractor of said project. Plaintiff has further produced copies of agreement of sale executed by defendant No.1 in respect of B schedule flats, copies of bank statements of defendant No.1 and plaintiff, report of expenses incurred for schedule A and B properties, purchase and payment reports and reports of payments received by defendant No.1 for schedule A and B properties.

**25.** On the basis of above documents the counsel for plaintiff has vehemently argued that the said documents clearly disclose that plaintiff being sole contractor of aforesaid projects has completed the same by investing huge funds, manpower and other sources as per terms of JBDA and after completion of such projects and despite paying all the debts of defendants, now the defendants have unilaterally

revoked aforesaid JBDA with an intention to defeat his right over lawful returns under said agreement.

**26.** He has further argued that defendants have failed to comply necessary clauses of JBDA, especially clause No.8.4 which mandates defendants to value the assets of the project and investments made by plaintiff through an approved government valuer and then to settle the financial terms as per said JBDA. He has further strongly relied upon the inclusion of name of plaintiff in RERA certificate showing him as a sole contractor to develop aforesaid project and plea of defendants with regard to alleged forged and fabrication of documents are matter of trial. He has further relied upon aforesaid payment reports and purchase reports and also bank account statements to show exclusive management of financial affairs by plaintiff in completion of aforesaid project unilaterally by raising huge funds.

**27.** On the other hand, counsel for defendants have seriously denied and disputed the very right of plaintiff over aforesaid properties by reiterating the contentions raised by them in their objections. He has argued that plaintiff being an engineering graduate of 2019 was formelly brought into the

business of development by defendant Nos.2 and 3, who are his own parents and they themselves have inducted him into the aforesaid financial affairs of the projects with an intention to groom his career. Thereafter such trust imposed by defendants has been misused by plaintiff and he has fabricated aforesaid JBDA and other related documents for his personal gain.

**28.** In support of their defence, defendants have produced copy of deed of partnership of defendant no.1 firm, showing defendant no.2 and 3 as it's partners, Copy of Registration certificate of said firm, copy of complaint filed by defendant no.2 before JP Nagar police against plaintiff, his wife and in-laws of plaintiff alleging taking away valuables, cars and gold ornaments of defendants by them and NCR acknowledgment issued by said police. Most importantly defendants have produced copies of opinions of experts with regard to signature of one Rashmi with regard to fabrication of her signature in respect of her locker and opinion with regard to signature of defendant no.2 in respect of alleged JBDA, wherein it is categorically mentioned that said Rashmi and defendant no.2 have not put aforesaid

signatures. Further defendants have produced copy of Sale agreement dated 02.07.2025 alleged to have been executed by defendant no.2 and 3 along with copy of admitted sale deed dated 08.09.2022 by said defendants, which prima facie appear to bare eyes that signatures on above sale agreement dated 02.07.2025 does not belong to defendants and same is fabricated one. Further defendants have produced another agreement dated 16.05.2025, said to have been executed by defendants no.2 and 3 in favour of one Puneeth Acharya P, which prima facie shows that sealed signatures of defendants no.2 and 3 are used for said agreement. Further defendants have produced copy of Forensic report of Clue 4 in respect of JBDA dated 04.03.2021 in comparison to sale agreement dated 08.09.2021, which prima-facie shows that admitted signatures of defendants no.2 and 3 are not similar to signatures found on disputed document. Defendants have further produced copies of several other sale agreements dated 14.03.2024, 09.08.2024, 05.09.2024, 11.12.2024, 14.12.2024, 20.01.2025, 04.01.2025, 06.03.2025, 26.02.2025, 10.04.2025 and 14.12.2024, which prima-facie shows that all said agreements are executed with seal and

signatures of defendants no.2 and 3, which appears to have been manipulated by using sealed signatures. It can be observed with bare eyes that absolutely no difference in signatures and size of signatures are found in said documents, which are strong grounds to believe that same are fabricated with the help of a seal. Hence these aspects raise serious doubt with regard to very execution of JBDA and aforesaid other sale agreements by defendants no.2 and 3 as per case of plaintiff.

**29.** Further as rightly highlighted by counsel for defendants, aforesaid JBDA is executed on a stamp paper of Rs. 50/- and same is also not registered as per law. However looking to value of project and the nature of document, it is difficult to believe that one can execute such JBDA under such document in casual manner.

**30.** Further counsel for defendants has drawn attention of this Court to relevant portion of JBDA which states that; "As per said JBDA defendant No.1 being owner of suit schedule properties agreed to grant the exclusive, irrevocable and unfettered right to develop properties into residential apartment

complexes with necessary amenities and upon execution of said agreement he agreed to handover vacant, peaceful and unencumbered possession of said property to plaintiff for development. Further the owner/defendants admitted liabilities amounting to Rs.18,10,00,000/- as on the date of JBDA and same was acknowledged by developer. Plaintiff/ Developer undertook the obligation of clearing the liabilities of owner with accrued interest and further undertook to carry out construction, marketing and advertising at its own costs. Further developer shall be solely and exclusively responsible for sale of units in project including owners share and shall have sole right to receive advances and to execute conveyance deeds for all the units in the project. Further parties agreed to share total built up area in the ratio of 40:60 that is owners share shall be 40% and developers share shall be 60% of built up area and gross sales revenue. It was further agreed that developer shall be entitled to recover all project costs including liability of Rs.18,10,00,000/- along with interest from the gross sales revenue of projects prior to distributions of owners share." However as

rightly argued by defendant's side, no prudent owner would agree to such blind terms of development of his land, by completely surrendering his right to the developer and all such one sided and unreasonable clauses that would virtually make defendants a bankrupt and it is enough to throw defendants out of business. Hence even this aspect is strong ground to suspect the genuineness of aforesaid JBDA.

**31.** Further as rightly argued by defendant's side, nothing putforth by plaintiff to prove that when he was put in possession of schedule properties and when exactly he commenced his project. Further the voluminous documents of purchase and expenditure statement or account statements of plaintiff concern, do not help plaintiff in any manner to prove the development work by plaintiff, as defendants have asserted that they themselves had involved plaintiff in financial affairs of above project with sole intention to groom his carrier.

**32.** Further it is not denied and disputed that plaintiff's proprietor completed his engineering in 2019 and under such circumstance, handling an independent big project by plaintiff without any

independent source of income practically becomes unbelievable unless it is established by plaintiff that, it had huge source of funds.

**33.** Further plaintiff asserts that plaintiff has incurred verifiable expenses amounting to Rs.27,14,99,016/- towards project execution and he further repaid debts of Rs.25,16,73,182/- owed by defendants. However absolutely no documents are putforth by plaintiff at this stage to prove that it had such huge financial sources or such funds were borrowed by any financial institutions. Under such circumstances, question of handing over aforesaid huge project with above expenses and clearing debt of defendants, despite commission of breach by them appears to be a doubtful story. Further the RERA letter dated 27.12.2023 and connected letter dated 25.04.2023 declaring management of project by plaintiff, have come into existence after execution of alleged JBDA, which is seriously denied and disputed by defendants. Hence aforesaid aspects and counter documents produced by defendants raises serious doubt about case of plaintiff and execution of JBDA by defendants. Moreover there are serious allegation

of forgery, fabrication of documents and taking away of valuables against plaintiff's proprietor, which are also supported with copies of complaint lodged before Police. Absolutely nothing is whispered by plaintiffs side in respect of said documents.

**34.** For these reasons, it is incumbent upon this Court to hold that absolutely no prima-facie case has been made out by plaintiff for grant of interim relief of injunction or to order attachment of property and also to direct defendants to furnish security as prayed for in above applications. The very management of aforesaid project by plaintiff and investment of alleged huge amount by it to said project is surrounded with serious doubts and as such no balance of convenience lies in favour of plaintiff. Further in case if temporary injunction is granted as prayed for in I.A.No.1, defendants no.2 and 3, who still claim to be sole owners and developers of above projects will be put to irreparable loss and injury, which cannot be compensated by any means. For these reasons plaintiff is not entitled for discretionary relief of temporary injunction and for attaching property before judgment as prayed for in the above applications. Hence I.A.No. I and II filed by plaintiff

deserve to be rejected. **For these reasons, Point Nos.1 to 3 are answered in the negative.**

**35. Point No.4:-** For the reasons stated and findings given on point Nos.1 to 3, following is:

**ORDER**

**IA No.1 filed by plaintiff  
U/Or.XXXIX Rule 1 and 2 R/w  
Sec.151 of CPC, is rejected.**

**IA No.2 filed by plaintiff  
U/Or.XXXVIII Rule 5 R/w Sec.151  
of CPC, is rejected.**

**No order as to costs.**

[Dictated to the Stenographer Grade-III, directly on the computer, typed by her, then corrected and signed by me and pronounced in the Open Court, dated **this the 6<sup>th</sup> day of September 2025**]

**(ANAND T. CHAVAN)**  
LXXXIV Addl.City Civil & Sessions Judge,  
Bengaluru.