

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

COM.O.S.No.1005/2025

PLAINTIFF : D K Projects

Vs

DEFENDANTS : M/s Sree Venkateshwara
Builders & Ors.

ISSUES

1. Whether plaintiff proves that defendants entered into Joint Business Development Agreement with him dated 04.03.2021 agreeing to terms and conditions as narrated in Para 8 to 11 of the plaint?
2. Whether plaintiff proves that he is entitled for 60% of share in total revenue generated in project as per Clauses 5.1 and 5.2 of aforesaid Joint Business Development Agreement dated 04.03.2021?
3. Whether plaintiff proves that in pursuant to the execution of Joint Business Development Agreement dated 04.03.2021 he was placed in peaceful possession of schedule properties and he successfully completed the construction of residential project over Schedule A property known as "Sri Krishna Residency" by undertaking substantial financial liabilities, including pre-existing debts in accordance with terms of said Joint Business Development Agreement?
4. Whether plaintiff proves that he has incurred expenses of Rs.27,14,99,016/- towards completion of above project and discharged sum of Rs.25,16,73,182/- towards debts and interest of pre-existing liabilities?

5. Whether plaintiff proves that defendants unilaterally appropriated and collected total revenue of Rs.39,71,51,500/- generated from sale of all 55 Units of aforesaid project developed on Schedule A property without involving plaintiff in violation of Clauses 4.3, 5.1 and 5.3 of Joint Business Development Agreement?
6. Whether plaintiff proves that defendants have violated Clause 8.4 of JBDA by failing to settle all amounts expended and liabilities discharged by plaintiff?
7. Whether plaintiff proves alleged interference by defendants with plaintiff's right to develop and complete the project on Schedule B property?
8. Whether plaintiff proves that defendants are liable to initiate Government Authorized Valuation of the project prior to curtailing development of schedule property?
9. Whether plaintiff proves that it holds a valid and subsisting first charge and lien over both Schedule A and B properties and all sale proceeds arising therefrom, until full and final settlement of plaintiff's dues under JBDA?
10. Whether defendants prove that they being absolute owners of schedule property, they themselves have developed and completed the construction of Schedule A Apartment and no right or interest is created in favour of plaintiff in respect of said apartment?
11. Whether defendants prove that the Joint Business Development Agreement dated 04.03.2021 is a fabricated document and as such, there is no commercial relationship between themselves and plaintiff?

12. Whether defendants prove that plaintiff has fraudulently executed Agreement by forging signatures of defendants on Sale Agreements?
13. Whether court fee paid is insufficient?
14. Whether plaintiff is entitled for the relief sought?
15. What order or decree?

Dated this the **27th** day of **January 2026**

(Anand T. Chavan)

LXXXIV Addl. Civil Civil & Session Judge
(CCH-85) (Commercial Court), Bengaluru