

**IN THE COURT OF CIVIL JUDGE AND J.M.F.C.
KRISHNARAJAPURA, BENGALURU RURAL DISTRICT.**

Present

**VISHWANATH SAVADI
B.A., LL.B.(Hon's)
CIVIL JUDGE AND J.M.F.C.,
KRISHNARAJAPURA.**

ORIGINAL SUIT No.964/2025.

Dated this the 29th day of January 2026

Plaintiff : 1. Ashitha Varghese,
D/o Dr. K.K. Varghese,

V/s

Defendants : 1. RJ Rishikiram Projects Pvt. Ltd.,
2. Karan Shetty.

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PARTIES TO I.A.No.I

Applicant/ : Ashitha Varghese,
D/o Dr. K.K. Varghese,

V/s

Opponent/ : 1. RJ Rishikiram Projects Pvt. Ltd.,
2. Karan Shetty.

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Sri. Prashanath B.K., Advocate for plaintiff
Sri. Sathisha M.N., Advocate for defendant

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ORDER ON I.A. No.I

I.A. No. I is filed by the plaintiff under Order XXXIX Rules 1 and 2 of the CPC, seeking an ad interim order of temporary injunction restraining the defendants from restoring the electricity, water supply, or any other essential services to the schedule property, pending disposal of the suit.

2. The averments in the plaint and the supporting affidavit are summarized as follows:

a. The plaintiff states that she is the absolute owner and in possession of Flat No. B-1602, 16th Floor, B Block, “R.J. Lake Gardenia” Apartment, measuring 1,166 sq. ft., situated at Bhattarahalli Village, Bidarahalli Hobli, having acquired the same through a registered sale deed dated 04-12-2023. She has paid all applicable taxes to the concerned authority. The defendants have not installed individual BESCOM meters and, without any justification, have threatened to discontinue essential amenities such as electricity and water to the plaintiff’s apartment for non-payment of maintenance. The defendants are also demanding alleged outstanding maintenance dues along with an additional sum of ₹5,000 per month towards car parking charges from June 2024. The plaintiff therefore prays that the present application be allowed.

3. The defendants have entered appearance through their counsel. Defendants have filed written statement and a memo has adopted the written statement as their objection to I.A.No.I.

4. The contentions of the written statement is summarized as follows:

a. The defendants deny all the allegations made by the plaintiff. They specifically contend that Document No. 6 produced by the plaintiff clearly evidences before this Hon'ble Court that the plaintiff is a defaulter in payment of maintenance charges. The plaintiff has an outstanding balance of ₹70,000 for seven months prior to the date of the email communication and has also failed to pay additional car parking charges from June 2024, amounting to ₹45,000. Thus, the plaintiff is liable to pay a total sum of ₹1,15,000 towards arrears of maintenance charges. The defendants further contend that when they demanded clearance of the aforesaid arrears through an email dated 05.03.2025, the plaintiff, with malafide intention and to evade liability, lodged a complaint before the concerned jurisdictional police and thereafter filed the present frivolous suit, taking undue advantage of the said complaint. The defendants further contend that the plaintiff has been enjoying all amenities without paying maintenance or BESCOM charges for over ten months. Despite repeated demands, the plaintiff gave evasive replies and failed to pay even a single rupee, compelling the defendants to pay the charges themselves, which fact is well within the plaintiff's knowledge. In view of the above, the defendants pray that the plaintiff's application be rejected.

5. I have heard arguments from both sides and examined the material on record.

6. The points that arise for consideration of this Court are as under:

POINTS

1. Whether the plaintiff has made out a prima facie case for grant of temporary injunction as prayed in I.A. No. I?
2. Whether the balance of convenience lies in favour of the plaintiff?
3. Whether the plaintiff will suffer irreparable loss and hardship if the temporary injunction is not granted?
4. What Order?

7. The findings of this on 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. Points No.1 to 3 : Since all the three essential elements — *prima facie* case, balance of convenience, and irreparable hardship — are closely interrelated and interconnected, they are being considered together for the purpose of adjudication. The present suit is filed by the plaintiff seeking a decree of perpetual injunction against the defendants. Along with the suit, the plaintiff has filed an interim application seeking an ad interim order of temporary injunction restraining the defendants from restoring the electricity, water supply, or any other essential services to the schedule property, pending disposal of the suit.

9. Upon careful perusal of the pleadings, documents, and other material placed on record, it is evident that the plaintiff is the absolute owner and in lawful possession of Flat No. B-1602, situated on the 16th Floor, B Block, “R.J. Lake Gardenia” Apartment, measuring 1,166 sq. ft., located at Bhattarahalli Village, Bidarahalli Hobli. The plaintiff acquired the said property through a registered sale deed dated 04-12-2023. It is not in dispute that the defendants are entrusted with the maintenance, management, and administration of the apartment complex.

10. The specific case of the plaintiff is that, despite repeated requests, the defendants have failed to install individual electricity meters for each flat to enable direct billing by BESCOM. As a result, the plaintiff has not received any direct electricity bills from BESCOM and alleges that the defendants have been raising arbitrary and excessive electricity charges without proper justification. The question as to whether the electricity charges levied by the defendants are arbitrary or illegal involves disputed questions of fact and requires appreciation of evidence. Such an issue can only be decided after a full-fledged trial and cannot be conclusively determined at this interlocutory stage.

11. The defendants have contended that the plaintiff is a chronic defaulter in payment of maintenance charges and, on that ground, is not entitled to the discretionary and equitable relief of injunction. While the contention regarding arrears of maintenance is a matter to be adjudicated in the suit, the material on record prima facie establishes that the plaintiff is in lawful possession of the schedule property. It is well settled that a person in settled possession

is entitled to protection of such possession, including access to essential services necessary for peaceful enjoyment of the property.

12. Discontinuation or non-restoration of essential services such as electricity and water would seriously affect the plaintiff's right to reside in the flat and would result in irreparable injury that cannot be adequately compensated in terms of money. On the other hand, the defendants can be adequately safeguarded by directing the plaintiff to clear the arrears of maintenance, subject to the outcome of the suit. Accordingly, the balance of convenience clearly tilts in favour of the plaintiff.

13. However, considering the rival submissions and in order to balance the equities between the parties, the plaintiff is hereby directed to pay all outstanding arrears of maintenance charges on or before the next date of hearing. The interim order granting protection of essential services shall come into force only upon compliance with this direction. It is further clarified that any maintenance amount paid by the plaintiff shall be subject to the final result of the suit. In the event of the plaintiff paying any excess amount, the same shall be adjusted towards future maintenance charges of the flat. In view of the foregoing discussion, this Court holds that the plaintiff has made out a prima facie case, that the balance of convenience is in her favour, and that she would suffer irreparable loss if the relief sought is denied. **Accordingly, Point Nos. 1 to 3 are answered in the affirmative.**

14. Point No.4: In light of the above observations, this Court proceeds to pass the following order;

-:: ORDER ::-

I.A. No. I filed by the plaintiff under Order XXXIX Rules 1 and 2 read with Section 151 of the Code of Civil Procedure is hereby allowed.

The defendants are hereby directed to restore and ensure uninterrupted supply of all essential services, including electricity, water, and other basic amenities, to the plaintiff's schedule property. This direction is subject to the condition that the plaintiff shall pay all outstanding arrears of maintenance on or before the next date of hearing.

The interim order shall come into force only upon compliance with the aforesaid condition by the plaintiff. It is further clarified that any payment made by the plaintiff towards maintenance charges shall be subject to the final outcome of the suit. In the event the plaintiff pays any amount in excess of what is ultimately found due, the same shall be adjusted towards future maintenance charges payable in respect of the suit property.

No order as to cost.

(Dictated to the Stenographer directly on computer, typed by her, corrected by me and then pronounced in open Court on this 29th day of January 2026)

**Vishwanath Savadi
Civil Judge and JMFC,
Krishnarajapuram.**

29-01-2026

Order pronounced in open court vide separate order by passing the following :

ORDER

I.A. No. I filed by the plaintiff under Order XXXIX Rules 1 and 2 read with Section 151 of the Code of Civil Procedure is hereby allowed.

The defendants are hereby directed to restore and ensure uninterrupted supply of all essential services, including electricity, water, and other basic amenities, to the plaintiff's schedule property. This direction is subject to the condition that the plaintiff shall pay all outstanding arrears of maintenance on or before the next date of hearing.

The interim order shall come into force only upon compliance with the aforesaid condition by the plaintiff. It is further clarified that any payment made by the plaintiff towards maintenance charges shall be subject to the final outcome of the suit. In the event the plaintiff pays any amount in excess of what is ultimately found due, the same shall be adjusted towards future maintenance charges payable in respect of the suit property.

No order as to cost.

For Issues by

Vishwanath Savadi
Civil Judge and JMFC,
Krishnarajapuram.