

KABC0A0015592024



**IN THE COURT OF THE LXXIV ADDL. CITY CIVIL AND
SESSIONS JUDGE, MAYOHALL UNIT, BENGALURU.
(CCH-75)**

Dated this 1st Day of June 2026

PRESENT:

Sri.PRAKASH CHANNAPPA KURABETT, B.Sc., LL.B.,(Spl.),
74th Addl. City Civil and Sessions Judge, Bengaluru.

ORIGINAL SUIT No.25421/2024

PLAINTIFFS:	1	M/s.ABSOLUTE CARE HOMES, <i>Rep.by its Prop: Sri.Mahendran.R., R/at.No.2M-201, 2nd Main, East of NGEF, Kasturi Nagar, Bengaluru-560043.</i>
	2	Sri.KIRAN KUMAR, <i>S/o.Sri.N.Nagaiah, Major, R/at.No.407, VARS Traditions, 2nd Main Road, Pai Layout, Off Old Madras Road, Bengaluru-560016.</i>
REP BY: Sri.I.A.KHAN, Advocate.		

V/S

DEFENDANT:	Sri.AMIT KUMAR, S/o.Smt.Devaki Nandan, Major, R/at.Flat No.209, Block-2, Express Garden, 6 Vaibhav Khand, Indirapuram, Ghaziabad-201014.
Deft.-Exparte	

<i>Date of Institution of the suit</i>	27.05.2024		
<i>Nature of the Suit (Suit on pro-note, suit for declaration and possession, suit for injunction, etc.)</i>	Injunction Suit		
<i>Date of the commencement of recording of the Evidence.</i>	24.02.2026		
<i>Date of pronouncement of Judgment</i>	01.06.2026		
<i>Total duration</i>	<i>Year/s</i>	<i>Month/s</i>	<i>Day/s</i>
	02	00	04

J U D G M E N T

This is a suit filed by the plaintiffs against the defendant seeking the relief of permanent injunction restraining the defendant from dispossessing the 2nd plaintiff from the suit schedule property without due process of law, by disturbing the peaceful possession and enjoyment of the

schedule property and also from disconnecting the amenities such as electricity and water supply and sanitary connections, illegally and forcibly.

2. *The brief facts averred in the plaint that the 1st plaintiff is having registered business of property management and sub leasing at Bengaluru and having the management of around 250 properties from past 5 years, having very good reputation of his business. The defendant had approached the 1st plaintiff in the year 2020 and intended to give schedule property for management. Accordingly an rental agreement dated 1.9.2020 was entered between the 1st plaintiff and the defendant on a monthly rent of Rs.22,000/- and a refundable deposit amount of Rs.1,50,000/-. In the said rental agreement the covenant (Clause) for Sub Leasing has been mentioned at para No.7 of the agreement, the defendant has given his consent for subleasing the property to any of the clients of the first plaintiff and the locking period is for a period of 36*

months. The monthly rent was regularly paid through Net Banking into the account of the defendant.

3. Further the plaintiffs have averred in the plaint that after the expiry of the said agreement, the defendant intended to renew the fresh agreement with the first plaintiff, accordingly another rental agreement was executed on 1.12.2023 for 3 months. The first plaintiff accordingly communicated to the defendant through E-mail dated 3.10.2023 by sending the details of 2nd plaintiff, who is the tenant and accordingly the defendant called upon the first plaintiff gave his consent to continue the tenancy for a further period completing 11 months over the telephone to the first plaintiff. Accordingly the first plaintiff has transferred 4 months rent to the defendant at Rs.27,000/-, total in a sum of Rs.1,10,000/- has been transferred to the defendant through Net Banking by the first plaintiff. Suddenly out of the blue and for the reasons best known to the defendant had sent a legal notice dated 11.3.2024

calling upon the first plaintiff to vacate and hand over the vacant possession of the schedule premises. Accordingly the plaintiffs have filed this suit seeking permanent injunction.

4. In spite of service of summons the defendant failed to appear before the court and defendant has been placed exparte.

5. Plaintiffs in order to substantiate the case, plaintiff No.1 has given evidence before the court as P.W.1 and got marked Ex.P.1 to P.4 documents.

6. Heard the arguments and perused the material placed on record.

7. The points that would arise for my consideration are:

- 1. Whether the plaintiffs prove that 2nd plaintiff is the tenant in respect of the suit schedule property?***

2. Whether the plaintiffs prove that defendant is illegally trying to interfere in his possession?

3. Whether the plaintiffs are entitle for the relief claimed?

4. What order?

8. *My finding on the above points are as under:*

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

9. POINT No.1: *In brief it is the case of the plaintiffs that 1st plaintiff is having registered business of property management and sub leasing at Bengaluru and having the management of around 250 properties from past 5 years, having very good reputation of his business. The defendant had approached the 1st plaintiff in the year 2020 and*

intended to give schedule property for management. Accordingly an rental agreement dated 1.9.2020 was entered between the 1st plaintiff and the defendant on a monthly rent of Rs.22,000/- and a refundable deposit amount of Rs.1,50,000/-. In the said rental agreement the covenant (Clause) for Sub Leasing has been mentioned at para No.7 of the agreement, the defendant has given his consent for subleasing the property to any of the clients of the first plaintiff and the locking period is for a period of 36 months. The monthly rent was regularly paid through Net Banking into the account of the defendant.

10. *Further it is the case of the plaintiffs that after the expiry of the said agreement, the defendant intended to renew the fresh agreement with the first plaintiff, accordingly another rental agreement was executed on 1.12.2023 for 3 months. The first plaintiff accordingly communicated to the defendant through E-mail dated 3.10.2023 by sending the details of 2nd plaintiff, who is the tenant and accordingly the*

defendant called upon the first plaintiff gave his consent to continue the tenancy for a further period completing 11 months over the telephone to the first plaintiff. Accordingly the first plaintiff has transferred 4 months rent to the defendant at Rs.27,000/-, total in a sum of Rs.1,10,000/- has been transferred to the defendant through Net Banking by the first plaintiff. Suddenly out of the blue and for the reasons best known to the defendant had sent a legal notice dated 11.3.2024 calling upon the first plaintiff to vacate and hand over the vacant possession of the schedule premises.

11. *In order to substantiate the said case, one of the plaintiff has given evidence before the court as P.W.1. He has reiterated all the facts, which has been averred in the plaint and further has produced documents such as the online copy of GST registration certificate at Ex.P.1. Ex.P.2 Legal notice dated 11.3.2024 and Ex.P.3 and P.4 Screenshots of rent made through Bank transfer UPI – 2 Nos.*

12. *Herein this case I have perused Ex.P.1 Online copy of GST registration certificate, which reveals that 1st plaintiff is having registered business of property management and sub leasing at Bengaluru and having the management of around 250 properties from past 5 years, having very good reputation of his business. Ex.P.2 is the Legal Notice date 11.2.2024, which reveals that suddenly out of the blue and for the reasons best known to the defendant had sent a legal notice dated 11.3.2024 calling upon the first plaintiff to vacate and hand over the vacant possession of the schedule premises and Ex.P.3 & 4 are the screenshots of rent made through Bank transfer UPI – 2 Nos, which reveals that the first plaintiff has transferred 4 months rent to the defendant at Rs.27,000/-, total in a sum of Rs.1,10,000/- has been transferred to the defendant through Net Banking by the first plaintiff. Perusal of the same it clearly goes to show that the plaintiffs have not produced the rent agreement.*

13. *On the basis of some documents, the plaintiff has filed this suit seeking the relief of permanent injunction restraining the defendant from dispossessing the 2nd plaintiff from the suit schedule property without due process of law, by disturbing the peaceful possession and enjoyment of the schedule property and also from disconnecting the amenities such as electricity and water supply and sanitary connections, illegally and forcibly. He has produced certain documents to say that they are in peaceful possession and enjoyment of the schedule property. The plaintiffs do not describe as to what is the interference which has been made by the defendant. Though in this case, the defendant has been placed exparte, but when a suit for injunction has been filed by the plaintiffs, they have to establish before the court that they are having better title over the suit schedule property as claimed. On the basis of some documents and self-declaration plaintiffs claim that they are the owners in actual possession and enjoyment of suit schedule property. Thereby, I hold plaintiffs have failed to establish the better*

title over the suit schedule property. Accordingly, I answer point for consideration No.1 **in Negative.**

14. POINT No.2: The plaintiffs have sought the relief of permanent injunction. Wherein they have not established the title over the suit schedule property, the question of granting permanent injunction in favour of the plaintiffs will not arise. Thereby I hold point for consideration No.2 **in Negative.**

15. POINT No.3: In view of the fact that this court has hold that the plaintiff has failed to establish the ownership over the suit schedule property and also the possession over the suit schedule property, the question of grant of relief as prayed by the plaintiffs will not arise. Accordingly, I answer point for consideration No.3 **in Negative.**

16. POINT No.4: In view of the aforesaid reasoning and answer to the points, I proceed to pass the following:-

ORDER

**Suit of the plaintiffs is
dismissed.**

No order as to costs.

Draw decree accordingly.

(Dictated to the Stenographer directly on computer, corrected and then pronounced by me in the open court on this the 1st day of June, 2026).

(PRAKASH CHANNAPPA KURABETT)

*LXXIV Addl. City Civil & Sessions Judge,
Mayohall Unit, City Civil Court,
Bengaluru. (CCH – 75)*

SCHEDULE PROPERTY

**All that piece and parcel of portion of premises
at R/at.No.407, VARS Traditions, 2nd Main Road, Pai
Layout, Off Old Madras Road, Bengaluru-560016, RCC
roofed one hall, one kitchen, one store room, three bed
rooms, two bath rooms and toilet with water and
electricity fittings as per details of fittings given
below, with kitchen cabinets, bedrooms wardrobes,
geyser (2) Nos., tube lights (5) Nos., fans (4) Nos.**

ANNEXURES**LIST OF WITNESS EXAMINED FOR THE PLAINTIFFS:**

P.W.1 - Sri.Mahendran.R.

LIST OF DOCUMENTS MARKED FOR THE PLAINTIFFS:

Ex.P.1 - Online copy of GST registration certificate

Ex.P.2 - Legal notice dated 11.3.2024

Ex.P.3 & 4 - Screenshots of rent made through Bank
transfer UPI – 2 Nos.

LIST OF WITNESS EXAMINED FOR THE DEFENDANTS:

- N I L -

LIST OF DOCUMENT MARKED FOR THE DEFENDANTS:

- N I L -

(PRAKASH CHANNAPPA KURABETT)

LXXIV Addl. City Civil & Sessions Judge,
Mayohall Unit, City Civil Court,
Bengaluru. (CCH – 75)

