Received on : 28/03/2012
Registered on : 16/04/2012
Decided on : 30/03/2017
Duration : Y. M. D.
05 00 03

IN THE COURT OF 2nd ADDL. JUDGE SMALL CAUSES COURT &
JT. CIVIL JUDGE S.D., PUNE,
AT : PUNE.

(Presided over by N.G.Shukla)

SPL. CIVIL SUIT NO. 475/2012 **Exh.No.**

PLAINTIFF: Sou. Manisha M. Lolap
Age-40 years, Occupation- Service
Residing at-Shantinagar, Yerwada, Pune-6.

Versus

DEFENDANT: Sou. Pratibha Prabhakar Naid
Age- 43 years, Occupation- Business
R/at- Banus Palace, Porwal Park,
Flat No.1 Yerwada, Pune 411 006.

Shri.R. P. Kesharkar, learned Advocate for the Plaintiff.
Shri. Suryavanshi, learned Advocate for defendant.

Suit for declaration of ownership, possession and perpetual injunction.

J U D G M E N T
[Delivered on : 30.03.2017]

1] Plaintiff has filed this suit for declaring her owner of the suit flat, recovery of vacant possession and perpetual injunction.

2] Plaintiff's case briefly stated as below :

Description of suit property :- Self contained flat No. 11 in building no. 2, in Rakshaknagar Cooperative Housing Society Ltd, bearing S. No. 7, Hissa No. 3/9 at village Kharadi, Taluka Haveli, District Pune (for the sake of brevity hereinafter referred as “suit flat”).

3] Plaintiff has purchased suit flat from B. U. Bhandari and Raviraj Group, Promoters and Builders. Name of plaintiff is recorded as owner in Tax Assessment register of Pune Municipal Corporation and record of society. Thus, plaintiff is real owner of the suit flat. Defendant was close friend of plaintiff. At the time of purchase of suit flat, plaintiff was required one person as co-applicant for obtaining loan from the Bank as loan could not be passed in the name of plaintiff alone. Plaintiff requested defendant to be a co-applicant. Defendant agreed and consented and accordingly plaintiff mentioned name of defendant in the bank's record as co-applicant for loan to purchase suit flat. Name of defendant was also nominally mentioned as purchaser no. 2 in the agreement of suit flat. However, plaintiff had submitted all her documents and had agreed to repay the entire loan borrowed for purchase of suit flat. It was also agreed in between them that, after repayment of loan, defendant would give consent and signature to delete her name from the agreement and all record of the suit flat by executing necessary documents.

4] It is further contended that, plaintiff incurred the expenses of stamp and execution of the agreement for sale of the suit flat. Plaintiff paid the part amount of consideration other than the bank loan to the builder. Plaintiff has repaid entire loan till the year 2009 from her salary to State Bank of India. Builder and promoter delivered possession of the suit flat to the plaintiff. She locked the suit flat and defendant was having knowledge of this fact. Plaintiff was seriously ill in the year 2001 as she met with one accident. Plaintiff was residing at her maternal home at Shantinagar, yerwada, pune which is far away from the suit flat. Because of the illness, plaintiff was not in a position to frequently visit to suit flat. By taking disadvantage of this fact, defendant broken the lock of the suit flat and forcefully obtained its possession without knowledge and consent of the plaintiff. Defendant inducted tenants in the suit flat and profiteering since last two years.

5] It is further contended that she has purchased suit flat from builder for consideration of Rs.2,75,000/-. She had borrowed loan of Rs.2,50,000/- from State Bank of India and repaid the same from her salary income till the year 2009. Plaintiff had paid municipal taxes of the suit flat. But defendant obtained original documents of suit flat by misguiding to the officers of State Bank of India and earned profit by inducting tenants in the suit flat. Plaintiff approached defendant in December 2011 and sought vacant possession of the suit flat and to execute the document to delete name of defendant from the record of suit flat. However, defendant refused to comply the same. Hence, plaintiff issued notice dated 17/3/2012 through her Advocate to the defendant. She failed to respond the notice. Hence, plaintiff is constrained to file present suit seeking declaration that she is owner of the suit flat. She has also sought vacant possession of the suit flat and perpetual prohibitory injunction not to create third party interest and direction to execute the document for deleting her name from record of suit flat.

6] Defendant filed written statement at Exh. 16 and resisted the claim and contentions in plaint. It is denied that, plaintiff is exclusive owner of the suit flat. It is also denied that, plaintiff has attached name of defendant nominally for the purpose of obtaining loan in the record of Bank and agreement of the suit flat. Defendant denied that, she had forcefully obtained possession of the suit flat by breaking the lock of suit flat. Defendant also denied that, builder had delivered possession of the suit flat to the plaintiff.

7] It is further contended that, plaintiff and defendant are close friends. They had decided to reside "Live-In-Relationship". Accordingly, they decided to purchase one house. Defendant and plaintiff were having their own jobs. Defendant requested plaintiff to give consent to attach her name as co-applicant for obtaining loan for purchase of suit flat. Therefore, name of plaintiff was attached as co-applicant for purchase of suit flat. Defendant had collected the amount of Rs.1,07,989/- from her parents, sisters and other relatives and paid the same to builder and developer for purchase of suit flat. Defendant had also paid legal charges of Rs.9,500/- to the builder. Defendant obtained the loan from State Bank of India and she had repaid the loan of Rs.2,41,700/- to State Bank of India. Therefore, bank had returned original documents to the defendant.

8] It is further contended that, suit flat is in her possession since beginning. She has paid maintenance charges, Municipal Corporation taxes since April 2008. Defendant has paid Rs.47,172/- as maintenance charges till July 2012. She has paid taxes of Rs.10,391/- to Pune Municipal Corporation. Defendant denied that, she is in illegal possession of the suit flat. It is her contention that, she is residing in the suit flat as owner thereof.

9] It is further contended that, in spite agreed to reside in Live-In-Relationship, plaintiff broken said promises given to the defendant and performed marriage in the year 2009. Plaintiff is residing with her husband and one boy child. Plaintiff is residing satisfactorily and peacefully at her matrimonial home. Plaintiff is not exclusive owner of suit flat. For all these grounds defendant prayed to dismiss the suit.

10] On the basis of above contentions, I have framed issues at Exh.24. My findings with reasons after appreciation of evidence, to the said issues are noted as below :-

	Issues	Findings
1.	Does plaintiff prove that defendant's name was attached in the agreement for sale formally only for the purpose of borrowing loan ?	..In the negative.
2.	Does plaintiff further prove her exclusive and sole ownership over the suit flat ?	..In the negative.
3.	Does plaintiff further prove that, defendant has forcefully taken possession of the suit flat ?	.. In the negative.
4.	Does defendant prove that, name of plaintiff was attached in the agreement for sale only for the purpose of borrowing loan from bank for purpose of suit flat ?	..In the negative.
5.	Is plaintiff entitled for the reliefs claimed ?	.. In the partly affirmative.
6.	What order and decree ?	Suit is partly decreed.

R E A S O N S

11] Plaintiff adduced evidence by way of affidavit at Exh.29 and also examined chairman of the society Mr. Ravindra Bhausaheb Satkar (P.W. No.2) at Exh. 49 and Assistant Manager of State Bank of India Mr. Nanasaheb Mhalu Kudnar (P.W. No. 3) at Exh.65. Plaintiff closed evidence vide pursis Exh.70. Defendant adduced evidence by way of affidavit at Exh.74 and also examined Assistant Manager of Cosmos Bank Mr. Yeshwant Madhukar Bhalekar (D. W. No. 2) on affidavit at Exh.89. Documentary evidence produced by both the parties is considered in forthcoming paragraphs.

12] Learned Advocate Shri. Kesharkar for plaintiff submitted written notes of argument at Exh. 92 and also argued orally. I have heard learned Advocate Shri. Suryavanshi for defendant.

As to issues no.1, 2 and 4 :-

13] Learned Advocate shri. Suryavanshi for defendant argued that, defendant claims co-ownership along with plaintiff over the suit flat. Defendant has nowhere contended in the written statement that, she is sole owner of the suit flat. It is contention of defendant that, along with plaintiff, she is co-ownership of the suit flat. Learned Advocate Shri. Kesharkar for plaintiff strongly opposed this submission in his reply argument. Learned Advocate Shri. Kesharkar submitted that, written statement nowhere speaks in specific words the claim of defendant as co-owner over the suit flat. On the contrary, written statement clearly indicates that, defendant denied ownership of plaintiff and para 7 of the written statement shows that defendant has grudge against the plaintiff for allegedly destroying her life.

14] After perusal of written statement, it appears to me that, though defendant denied claim of plaintiff about exclusive ownership over the suit flat, but defendant has not pleaded in clear words that, she is co-owner along with plaintiff. On the contrary, pleading in para 6 and 10 to 12 clearly indicates that, defendant is claiming to had paid consideration and repayment of bank loan as well as possession received to her. Thus, from the said pleading it cannot be inferred that, defendant is claiming co-ownership over the suit flat. However, even if this submission is rejected, it would not have bearing on the fate of suit. Because defendant is not asserting any relief on the basis of said submission. It is plaintiff who is seeking judgment and grant of relief of ownership on the basis of claim of exclusive ownership because of payment to builder and repayment of bank loan by the plaintiff exclusively.

15] Plaintiff and defendant both came with a case against each other that, the other is co-applicant taken formally for the purpose of borrowing loan. It is pertinent to note that, neither plaintiff nor defendant tried to bring on record documents relating to loan even though the witness of State Bank of India was called. Plaintiff examined P. W. No. 3 Nanasaheb Kudnar who has produced the only statement of loan account and certificate of closing the loan account of entire repayment of loan. Plaintiff has not called and produced any document like the application form for obtaining loan or documents annexed to the loan form. Nor plaintiff sought to produce the said document by issuing witness summons to the State Bank of India. In absence of said documents, it is difficult to accept that, plaintiff was main borrower and name of defendant was attached only as formal co-applicant or co-borrower for the purpose of obtaining loan. Account extract Exh. 66 discloses names of plaintiff and defendant as co-borrower. So also certificate of closing loan account Exh. 67 also discloses the loan availed by both plaintiff and defendant. These documents are not sufficient to infer that plaintiff was main borrower and defendant was formally made as co-applicant to obtain the loan. Though plaintiff has stated in her examination in chief that defendant was attached as co-applicant nominally, but in absence of any cogent documentary evidence, her oral evidence is not believable to prove her contention.

16] It appears from pleading in the plaint that, plaintiff has not clearly disclosed the amount paid by her to the builder. Because admittedly State Bank of India had not advanced loan of entire 100% consideration. Though in para 4 of the plaint, she has pleaded that, the amount of Rs.2,50,000/- was borrowed from State Bank of India and remaining amount of Rs.25,000/- was paid by her. There is no pleading that when and how plaintiff paid the remaining amount of consideration of Rs.25,000/- to the builder. Plaintiff had also not produced receipt, if any issued by builder for payment of the part consideration of Rs.25,000/- in favour of plaintiff.

17] Similarly, though defendant has stated in written statement that, she had paid Rs.1,07,989/- to the builder on account of part of consideration and Rs.9,500/- as legal charges, but no any receipt has been produced by defendant on record. Had the plaintiff or defendant produced said receipt in respect of payment of part consideration amount exclusively the amount of home loan, it would be helpful to arrive at conclusion that who had booked the flat and who was main purchaser/ main borrower. Neither plaintiff nor defendant produced any documentary evidence to establish that, who is main borrower and who is co-applicant and mentioned as nominal purchaser in the agreement for sale.

18] Another aspect of the matter is that, plaintiff has contended that, builder had given vacant possession of suit flat to her. But plaintiff has not produced any documentary evidence like possession receipt executed by builder in her favour. In absence of any such document, mere oral evidence of plaintiff is not sufficient to prove that, she had received possession of the suit flat as a main purchaser. Thus, neither plaintiff nor defendant proved that, she is main purchaser/borrower and the name of other party was attached in the agreement for sale only for the purpose of borrowing loan.

19] The contention of plaintiff in the plaint about consideration amount is also appears to be inconsistent with the consideration shown in the agreement Exh. 36. Plaintiff has pleaded in para 4 of the plaint and also deposed in para 4 of evidence affidavit that, she had purchased suit flat for consideration of Rs.2,75,000/-. This statement appears to be inconsistent with the consideration shown in the copy of agreement at Exh. 36. The copy of agreement shows the price of suit flat of Rs.3,53,265/-. Moreover, plaintiff has deposed that, she had borrowed loan of Rs.2,50,000/- from State Bank of India and remaining amount of the consideration was paid by her to the builder. In fact, the extract of loan account Exh. 66 relied by plaintiff discloses the disbursement of loan of Rs.2,45,276/-. Thus, the oral evidence of plaintiff regarding price of the suit flat and the loan borrowed from State Bank of India is inconsistent with the documentary evidence.

20] Plaintiff has not disclosed that how much amount was paid by her to the builder and not placed on record any such receipt of the amount paid to builder as the part consideration amount excluding the bank loan amount. On the contrary, defendant has correctly pleaded in para 10 of the written statement that she had paid remaining amount of consideration of Rs.1,07,989/-. Said amount is the remaining amount after deducting the loan amount of Rs.2,45,276/- from the price of Rs.3,53,265/-.

21] Admittedly, defendant has not placed on record any documentary evidence to show that, the amount of Rs.1,07,989/- was paid by her to the builder. But failure of defendant to produce any such document in respect of payment of Rs.1,07,989/- would not strengthen the case of plaintiff automatically. When plaintiff come with a specific case of payment of remaining amount of consideration excluding bank loan amount, it is duty of plaintiff to prove the said fact by placing on record documentary evidence. But plaintiff failed to produce any such document and to prove the contention that she had paid the remaining amount of consideration to the builder. Pleading of the wrong price of the suit flat creates suspicion on the contention of plaintiff about purchase of flat by her and payment of amount to the builder and repayment of the loan amount.

22] The main contention of plaintiff is about repayment of loan exclusively by her to the State Bank of India. It is her contention that, the entire repayment of loan was made by her from her salary in the State Bank of India. In the cross examination of defendant, suggestion was put to the defendant that there was no facility to deduct the installment of repayment directly from the salary and therefore, plaintiff was giving amount of installment of repayment in cash to defendant and defendant was depositing the said amount by way of cash or cheque in the loan account. Obviously this suggestion is denied by the defendant. Apart from that, plaintiff had not placed on record any document to show that, she was regularly giving the amount of installment in cash to the defendant by withdrawing the salary amount from her account. Admittedly, plaintiff is Government Servant. It is general experience that, since the year 2004-05, salary of Government servant is directly credited in the bank account of said Government Servant. Therefore, if contention of plaintiff has to be accepted, she ought to have withdrawn the amount from her salary account so as to give to the defendant. Plaintiff has not produced on record extract/statement of her bank account to prove this contention.

23] Moreover, contention of plaintiff in the form of suggestion given in the cross examination of defendant that there was no facility to directly deposit the amount in the loan account from salary is not acceptable in view of statement of loan account at Exh. 66. Narration of the entries of repayment in Exh. 66 shows that, the standing instruction was given to the State Bank of India to directly credit the installment of repayment of loan from certain account. Said standing instructions must be of any saving or current bank account of the one of the borrower. Plaintiff has not placed on record her bank statement to show that the standing instruction to withdraw the installment amount of Rs.3200/- and credit it in the loan account. In absence of said statement of Bank account of plaintiff, it is difficult to accept that plaintiff had paid installment amount in the loan account of State Bank of India or given the installment amount in cash regularly to the defendant for depositing in the loan account.

24] Upon perusal of the entries of repayment since 11/4/2000 till 12/5/2009 in Exh. 66, except one or two entries, all the entries of repayment by way of installment of Rs.3,200/- were either on standing instructions or deposit transferred from certain Bank account. Plaintiff had not brought on record any document to show that the amount of Rs.3,200/- as an installment of repayment was transferred from her saving or current account. On the contrary, defendant placed on record statement of her saving bank account at Exh. 90 through D.W. NO. 2 Shri. Bhalekar Yeshwant. If the entry of withdrawal dated 11/5/2009 in respect of amount of Rs.11,500/- by way of cheque no. 257337 in statement of Bank account at Exh. 90 is perused, similar corresponding entry in respect of deposit of Rs.11,500/- by way of same cheque no. 257337 appears on 8/5/2009 and the value date is 11/5/2009 in the statement of loan account at Exh. 66. If these corresponding two entries are considered together, it becomes clear that, defendant had deposited cheque of Rs.11,500/- for clearing the housing loan and the same was debited in her saving account as revealed from statement Exh. 90. Thereby it becomes clear that, defendant has made repayment of Rs.11,500/- in the loan account.

25] Another aspect is that, there are various entries in respect of withdrawal and transfer of the amount in the name of plaintiff by way of various cheques in account extract Exh. 90. It shows that defendant had transfered the amounts in the range of Rs.3000/- to Rs.4,500/- on seven occasions since 13/10/2003 till 10/2/2007 to the plaintiff. It is specific case of defendant that, she had repaid the loan. There is no explanation from plaintiff as to why defendant has transferred said amounts by way of cheques on 7 to 8 occasions in the name of plaintiff. The amounts transferred by way of cheques are similar to the amount of installment of repayment of loan. Thus, these entries and the entry of Rs.11,500/- dated 11/5/2009 if considered together, it becomes clear that, defendant had also contributed in repayment of loan. These entries in the statement of bank account at Exh. 90 neither challenged nor rebutted in the cross examination of D.W. No.2 though it was suggested in the cross examination of D. W. No.2 that he had personal knowledge of the said transactions, but the statement of bank account has presumptive value under section 34 of the Evidence Act. Said presumption is not rebutted by the plaintiff. Therefore, relying on the entries in the bank account statement Exh. 90 more particularly the entry of repayment of Rs.11,500/-, I come to conclusion that, defendant had also repaid the loan amount.

26] Except placing on record statement of loan account Exh. 66 and certificate of closure of loan account Exh. 67, plaintiff had not placed on record any document to show that she had exclusively made repayment of the entire loan amount. As noted above, the statement Exh. 66 and certificate Exh. 67 is not disclosing that plaintiff had exclusively repaid the entire loan amount. Thus, considering evidence in respect of repayment adduced by both the sides, I am of the opinion that, plaintiff failed to prove her contention that, she had exclusively repaid the loan amount. On the contrary, defendant has established that, she had also contributed in repayment of loan.

27] Plaintiff's main contention of exclusive ownership is on the basis of payment to the builder and repayment of loan amount exclusively by her. These two contentions are not proved by plaintiff. Secondly, plaintiff has not placed on record any document to show that, builder had delivered possession of suit flat in her favour.

Therefore, in my view, plaintiff failed to prove that, she is exclusive and sole owner of the suit flat and defendant was nominally shown as co-applicant and nominally shown as purchaser in the agreement to sale. **Hence, I answer issue no.1, 2 and 4 accordingly**.

<u>As to issue no. 3 :</u>-

28] It is contention of plaintiff that, builder had delivered possession to her and she had kept locked the same and defendant forcefully obtained the possession by breaking open the said lock. Pleading in that regard is in para 3 of the plaint. While asserting these facts, plaintiff has tactfully avoided to mention the approximate month and year of forcefully obtaining possession by the defendant. Plaintiff has also avoided to plead the date of receiving possession of the suit flat from the builder. As noted above, plaintiff has not produced any record in respect of possession receipt, if any executed by the builder. Oral evidence of plaintiff is also silent on the dates of giving possession by the builder as well as approximate month and year of the alleged dispossession.

29] So as to prove the forceful possession taken by defendant, firstly plaintiff has to prove that she had received possession of the suit flat from the builder. Except bill of property tax Exh.32, light bill Exh. 37 and share certificate Exh. 38 and 50, no any document showing the possession of plaintiff prior to alleged dispossession is placed on record. The best documentary evidence in respect of possession was the possession receipt executed by the builder. Plaintiff has not placed such possession receipt executed by builder in her favour. The tax assessment bill Exh. 32 is in the name of plaintiff and defendant. It cannot be a proof of possession of the plaintiff over the suit flat.

Similarly, electricity bill Exh. 37 also cannot be a proof of actual possession of plaintiff over the suit flat. Said bill is of the period after filing suit. Hence, both these documents are only proof of having the name of plaintiff entered in tax assessment record of Pune Municipal Corporation and electricity meter of the suit flat standing in the name of plaintiff. As plaintiff is purchaser no.1 shown in the agreement for sale, it is obvious that, her name would be recorded as owner at every place.

30] P. W. NO. 2 Shri. Satkar placed on record verified copy of share certificate Exh. 50 which is standing in the name of plaintiff. Admittedly, name of plaintiff is shown as purchaser no.1 in the agreement to sale and therefore, it is obvious that, share certificate would be issued in her name. Share certificate standing in the name of plaintiff does not mean that, she had actual possession over the suit flat. When the defendant is co-purchaser shown in the agreement, her possession since beginning cannot be ruled out. P.W. No.2 Satkar has also admitted in cross examination that, name of defendant is shown as one of the purchaser in the agreement of the suit flat. He was unable to state that whether share certificate of the housing society is issued in the name of one of the purchaser or in the name of purchasers. Thus, merely because share certificate is in the name of plaintiff, she cannot be held as owner and exclusive possessor of the suit flat.

31] From para 19 of the cross examination of defendant, it reveals that, defendant has allegedly taken possession of the suit flat in or about year 2009-10. If the defendant would have taken possession in the year 2009-10,the question arises that why plaintiff remained silent for two years and issued notice only prior to 8 days of filing of suit. Notice Exh. 33 was issued on 16/3/2012 and the suit is filed on28/3/2012. Thus, this conduct of the plaintiff for remaining silent for approximately two years also creates suspicion of her case. If plaintiff would have been in possession of the suit flat since year 2000 or since receiving possession till 2009-10, she would have definitely paid the maintenance charges of the suit flat to the society. Not a single receipt of payment of maintenance charges has been placed on record by the plaintiff.

32] Though defendant has placed on record various receipts of maintenance charges, but none of the said receipt is proved. But that would not strengthen the case of plaintiff. Not placing on record possession receipt and maintenance receipts would definitely draw the adverse inference against the plaintiff. Normally, a person having possession over the flat would pay the maintenance charges to the society and get receipt thereof. As plaintiff failed to produce on record maintenance receipts of a single year, it would be difficult to accept her story of possession received from the builder. Plaintiff remained silent for two years from the alleged dispossession and this would also create improbable of the said contention of dispossession by the defendant.

33] Though plaintiff brought on record two agreements of tenants at Exh. 78 and 79 and the verified copies of police verifications of the said tenants at Exh. 51 and 52, but it appears that defendant had inducted said tenants during pendency of this suit. Thus, said evidence is not much important to prove any fact alleged by plaintiff against the defendant. Admittedly, defendant is having possession over the suit flat on the date of filing of suit. Hence, evidence regarding inducting tenant by the defendant is not much important.

34] As noted above, plaintiff failed to prove by placing any cogent documentary evidence that she received possession of the suit flat from the builder. Plaintiff failed to plead and prove approximate month and year of forcefully obtaining possession of the suit flat by defendant. The conduct of plaintiff to remain silent for two years and not taking any action till issuance of notice Exh. 33 also creates doubt on the case of plaintiff about forcefully obtained possession by the defendant. Considering all these, I am of the opinion that, plaintiff failed to prove that, defendant forcefully taken possession of the suit flat by breaking open lock. **Hence, I answer issue no. 3 in the negative**.

As to issues no. 5 and 6 :

35] Plaintiff has sought declaration of her exclusive ownership and recovery of vacant possession of the suit flat and perpetual injunction. Plaintiff has claimed her exclusive ownership on the basis of payment of consideration to the builder and repayment of bank loan exclusively by her. However, she has failed to prove these two contentions. Though I have not accepted the submission of learned Advocate for defendant regarding co-ownership, but the position emerges from the evidence is that, defendant had also contributed for repayment of the loan amount. Hence, plaintiff and defendant are co-owners of the suit flat. Therefore, declaration of exclusive ownership of plaintiff cannot be granted.

36] As observed above, plaintiff and defendant are co-owners of the suit flat. Therefore, plaintiff is entitled for enjoyment of possession as co-owner along with defendant. Plaintiff is not entitled for exclusive possession ousting defendant from the suit flat. Plaintiff and defendant both are co-owners as revealed from the evidence, hence, the perpetual injunction as sought by plaintiff restraining defendant from creating third party interest cannot be granted against the co-owner. Defendant is co-owner, therefore, direction to defendant to execute document for deleting her name from the record of suit flat cannot be granted. Thus, plaintiff is entitled only for enjoying the possession of the suit flat as co-owner along with defendant without ousting the defendant. In view of this, I answer issue no. 5 in the partly affirmative. Suit deserves to be partly decreed. Accordingly, I proceed to pass following order.

ORDER

1] Suit is partly decreed.

2] Plaintiff is entitled for enjoyment of possession of the suit flat as co-owner along with defendant without ousting the defendant from the suit flat.

3] Rest of the reliefs sought by plaintiff are rejected.

4] In these circumstances, parties to bear their own costs.

5] Decree be drawn up accordingly.

(N.G.Shukla)
Date:30.03.2017. 2nd Addl. Judge, S. C. Court
& Jt. Civil Judge S. D.Pune.

IN THE COURT OF 2nd ADDL. JUDGE SMALL CAUSES COURT & JT. CIVIL JUDGE S.D., PUNE, AT : PUNE.

(Presided over by N.G.Shukla)

SPL. CIVIL SUIT NO. 475/2012

PLAINTIFF: Sou. Manisha M. Lolap

Versus

DEFENDANT: Sou. Pratibha Prabhakar Naid

OPERATIVE ORDER

1] Suit is partly decreed.

2] Plaintiff is entitled for enjoyment of possession of the suit flat as co-owner along with defendant without ousting the defendant from the suit flat.

3] Rest of the reliefs sought by plaintiff are rejected.

4] In these circumstances, parties to bear their own costs.

5] Decree be drawn up accordingly.

(N.G.Shukla)
2nd Add. Judge, S. C. Court
& Jt. Civil Judge S. D.Pune.

Date:30.03.2017.

CERTIFICATE

I affirm that the contents of this PDF file Judgment are same word for word as per original Judgment.

Name of Steno : Shivaji N. Patil Steno H.G.
Court Name : Shri. N.G.Shukla,
2nd Add. Judge, S. C. Court
& Jt. Civil Judge S. D.Pune.
Date of Judgment : 30.03.2017
Judgment signed by presiding officer on : 31.03.2017
Judgment uploaded on : 04.04.2017