

KABC010118112023



IN COURT OF THE XXXI ADDL. CITY CIVIL JUDGE,
AT BENGALURU CITY (CCH – 14)

DATED THIS THE 9th DAY OF JULY 2026.

PRESENT

Sri Shanthanna M. Alva, LL.M,
XXXI Addl. City Civil & Sessions
Judge, Bengaluru.

O.S. No.2934/2023

PLAINTIFF/S : Sri Mallikarjunagouda Policepatil,
Aged about 36 years,
S/o. Shivanagouda,
R/at Flat No. A203, 2nd Floor,
Block-A, NR WINDGATES,
Chokkanahalli Main road,
Sampigehalli, Yelahanka Post,
Bengaluru – 560 064.
(Rep.by Sri. Suraj S.K., Advocate)
V/s

DEFENDANT/S : **1. Sri Rajesh S. Rao,**
aged about 41 years,
S/o Srinivas Rao,
R/at No.212, 3rd floor,
SLV Apartment,
4th Cross, Central Excise Layout,
R.K. Hegde Nagar,
Bengaluru – 560 077.

Also at : B4-105, 1st Floor
Janapriya 1st Avenue,

Nelamangala, Bengaluru – 562 123.

(EX-PARTE)

**2. M/s. Bajaj Housing Finance
Limited,**

1st Floor, JK Towers,

46th Cross,

Sangam Circle, Jayanagar 8th Block,
Bengaluru – 560 082.

Rep. by its Manager.

(REJECTED)

Date of institution of the suit : 29.04.2023

Nature of the suit : Money Suit

Date of commencement of
recording of evidence : 02.03.2026

Date on which the judgment
was pronounced : 09.07.2026

Duration : Year/s Month/s Day/s
03 02 10

(Shanthanna M. Alva)

**XXXI Addl. City Civil & Sessions
Judge, Bengaluru.**

J U D G M E N T

The plaintiff instituted the present suit seeking a decree directing the defendants to refund a sum of ₹18,00,000/- (Rupees Eighteen Lakhs only), alleged to have been received by defendant No.1 under the lease agreement dated 08.03.2023. The plaintiff has also sought a decree of permanent injunction restraining the defendants from

illegally evicting the plaintiff from the schedule property.

2. The case of the plaintiff, in brief, is that defendant No.1 represented herself to be the absolute owner of Flat No.3, Second Floor, Block-A, NR Windgates, more fully described in the schedule to the plaint, and believing the said representation, the plaintiff entered into a Lease Agreement dated 08.03.2023 for a period of three years commencing from 08.03.2023 by paying a lease deposit of ₹18,00,000/- through bank transfer. The original Lease Agreement is stated to be in the custody of defendant No.1. Pursuant to the agreement, the plaintiff was put in possession of the schedule property. However, in the first week of April 2025, officials of defendant No.2 visited the premises and called upon the plaintiff to vacate the property, followed by a notice dated 20.04.2025 issued by defendant No.2, to which the plaintiff submitted a suitable reply. It is averred that defendant No.2 is threatening to dispossess the plaintiff from the schedule property, while defendant No.1 is liable to refund the lease deposit of ₹18,00,000/-. On these averments, the plaintiff has sought the reliefs claimed in the suit.

3. During the pendency of the proceedings, the plaint as against defendant No.2 came to be rejected. Subsequently, possession of the schedule property was taken under the provisions of the SARFAESI Act. Consequently, the relief of injunction has become infructuous, and the suit now survives only in respect of the plaintiff's claim for recovery of ₹18,00,000/- against defendant No.1. Despite

service of summons, defendant No.1 remained absent and was placed ex parte.

4. The plaintiff examined himself as P.W.1 and filed his affidavit in lieu of examination-in-chief, reiterating the averments made in the plaint. In support of his case, he produced the notice issued by defendant No.2, his reply thereto, the police endorsement, and other documents marked in evidence. Defendant No.1, though placed ex parte, did not contest the proceedings, and no evidence was adduced on behalf of the defendants.

5. Heard the learned counsel for the plaintiff. The records have been carefully perused.

6. The following points arise for consideration:

- 1 Whether the plaintiff proves that defendant No.1 received a sum of ₹18,00,000/- from the plaintiff as lease deposit under the Lease Agreement dated 08.03.2023 while delivering possession of the schedule property, and that, in view of the possession of the property having been taken over by defendant No.2 under the provisions of the SARFAESI Act, defendant No.1 is liable to refund the said amount to the plaintiff?
- 2 Whether the plaintiff is entitled to recover the said amount with interest, and if so, at what rate?
- 3 What order or decree ?

6. In order prove the contention of the plaint, plaintiff is examined as P.W.1 and got marked documents at Ex.P.1 to Ex.P.9 closed her side evidence. The defendants have not stepped into witness box and not produced any documents in support of their case.

7. Heard arguments. Perused records.

8. My findings on the above issues are as under :

- Point No.1** : In the Affirmative
Point No.2 : Partly in the Affirmative
Point No.3 : As per the final order for the following

REASONS

9. **Point No.1:** The plaint averments and the evidence of P.W.1 remains unchallenged as defendant No.1, despite service of summons, remained absent and was placed ex parte. The oral testimony of P.W.1 is consistent with the pleadings. The documentary evidence on record establishes that the plaintiff entered into the Lease Agreement dated 08.03.2023 and paid a lease deposit of ₹18,00,000/- to defendant No.1, pursuant to which possession of the schedule property was delivered to him. It is also evident from the documents produced that defendant No.2 initiated proceedings under the SARFAESI Act and took possession of the schedule property, thereby frustrating the very purpose of the lease. Consequently, defendant No.1, having

received the lease deposit and being unable to secure the plaintiff's continued possession under the lease, is liable to refund the lease deposit of ₹18,00,000/- to the plaintiff. Accordingly, Point No.1 is answered in the **Affirmative**.

10. **Point No.2:** Having held that defendant No.1 is liable to refund the lease deposit, the plaintiff is also entitled to reasonable interest on the said amount. Considering the facts and circumstances of the case, this Court is of the opinion that interest at the rate of 9% per annum from the date of the suit till the date of realisation would meet the ends of justice. The plaintiff is also entitled to the costs of the suit. It is submitted that approximately ₹8,00,000/- remains with M/s Bajaj Housing Finance Limited out of the sale proceeds realised under the SARFAESI proceedings. If, after adjustment of the dues payable by defendant No.1 to defendant No.2, any surplus amount remains payable to defendant No.1, such surplus amount shall be applied towards satisfaction of the decree passed in favour of the plaintiff, subject to law and the rights of any other person entitled thereto. Accordingly, Point No.2 is answered **Partly in the Affirmative**.

11. **Point No.3:** In view of the findings on Point Nos.1 and 2, the suit deserves to be decreed in part by directing defendant No.1 to pay the plaintiff a sum of ₹18,00,000/- together with interest at 9% per annum from the date of the suit

till realisation, along with costs. Hence, the following:

ORDER

The suit of the plaintiff is **partly decreed with costs.**

Defendant No.1 is directed to pay the plaintiff a sum of **₹18,00,000/- (Rupees Eighteen Lakhs only)** together with **interest at the rate of 6% per annum from the date of the suit till the date of realisation.**

It is further ordered that, if any surplus amount remains payable to defendant No.1 after adjustment of the dues payable to defendant No.2, **Bajaj Housing Finance Limited**, under the SARFAESI proceedings, the said surplus amount shall be paid towards satisfaction of the decree passed in favour of the plaintiff, subject to law.

Draw the decree accordingly.

(Dictated to Stenographer Grade-III on computer, computerized by her, corrected and then pronounced by me in the open court on this the 9th day of July 2026).

(Shanthanna M. Alva)
XXXI Addl. City Civil & Sessions
Judge, Bengaluru.

ANNEXURE**List of witnesses examined for the plaintiff:**

P.W.1 - Smt. Mallikarjunagouda Policepatil

List of documents marked for the plaintiff:

Ex.P.1 : Notice
Ex.P.2 : Bank statement
Ex.P.3 : Certificate u/S.65B of Indian
Evidence Act
Exs.P.4 : Office copy of the Notice
Exs.P.5 : Police Acknowledgment

List of witnesses examined for defendants:

NIL

List of documents marked for defendants:

NIL

(Shanthanna M. Alva)
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