

KABC010134842024



IN THE COURT OF THE XXX ADDL. CITY CIVIL JUDGE  
AT BENGALURU CITY  
(CCH-31)

DATED THIS THE 8<sup>th</sup> DAY OF JULY, 2026

PRESENT

Sri. LOKAPPA N.R., B.Sc., LL.B.,  
XXX Addl. City Civil & Sessions Judge,  
Bengaluru.

ORIGINAL SUIT NO.3669/2024

PLAINTIFF:

Smt. Arokia Mary  
W/o Late Sri Krishna Murthy  
Aged about 58 years,  
R/at Flat No.FF-E05  
Akash Residency Apartment  
Chellikere, Kalyan Nagar,  
Bangalore-560 043.

(By Sri.Joseph Anil Kumar.A,  
Advocate)

/Vs/

DEFENDANTS:

1. M/s.JABM OneSource Pvt. Ltd.  
2<sup>nd</sup> Main road, Nila Investment Layout  
Bettadasanapura,  
Electronic City Phase 1,  
Bengaluru,  
Karnataka 560 100  
PAN No.AAECJ1794K1Z1

Represented by its  
General Manager

2. Mr.Kadhiravan.M  
S/o Madhiyazagan  
Aged about 42 years,  
R/at No.508, Periyar Nagar,  
BSA Road, Near Ramar Temple,  
Bangalore,  
Karnataka-560 005.

3. Smt. Sunitha Varghese  
W/o Shankar Reddy  
R/at Akash Residency Apartment,  
Chellikere, Kalyan Nagar,  
Bangalore-560 043.

(D1 to D3 placed Exparte)

|                                                  |                                  |              |            |  |
|--------------------------------------------------|----------------------------------|--------------|------------|--|
| Date of Institution of the suit                  | 30-05-2024                       |              |            |  |
| Nature of the suit                               | Suit for Permanent<br>Injunction |              |            |  |
| Date of Commencement of<br>recording of evidence | 25-06-2025                       |              |            |  |
| Date on which judgment was<br>Pronounced         | 08-07-2026                       |              |            |  |
| Duration                                         | Years<br>02                      | Months<br>01 | Days<br>08 |  |

(LOKAPPA N.R.)

XXX Addl. City Civil & Sessions Judge,  
Bengaluru.

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## **J U D G M E N T**

This suit is filed by the plaintiff against defendants seeking judgment and decree for permanent injunction restraining the defendants, their agents, henchmen, representatives or any other persons claiming through or ,under them from dispossessing the plaintiff from the suit schedule property without due process of law and such other reliefs.

### **2. The brief facts of the plaintiff's case are as under :-**

It is submitted that, the plaintiff, while searching for a residential house on lease in the year 2021, approached Defendant No.1, who claimed they are registered under Companies Act and represented itself as a property management company specialized in leasing properties on behalf of owners. Further, the Defendant No.1 found a 3 BHK house at No.FF-E5, Akash Residency Apartment, Chalkere, Kalyan Nagar, Bengaluru, consisting of one hall, three bed rooms with attached bathrooms and toilets, one kitchen, which is morefully described as 'Suit Schedule

Property' herein and the defendant representing that he has been authorized to execute agreement as the owners are not residing in Bangalore, persuaded the plaintiff to execute a notarized lease agreement dated 18.11.2021 wherein the plaintiff paid Rs.6,00,000/- to one Mr.Rakesh and Rs.10,00,000/- through RTGS, a total sum of Rs.16,00,000/-. Defendant No.1 claimed to be authorized by Defendant No.2 under a service agreement dated 10.04.2021. The lease agreement dated 18.11.2021 was executed between the plaintiff and 1<sup>st</sup> defendant and the lease commenced from 06.11.2021 for a period of two years, expiring on 05.11.2023.

2(a). The plaintiff further submits that, while she was in peaceful possession of schedule property, Defendant No.3 later approached her claiming ownership of the property and demanding rent allegedly payable by Defendant No.1. Defendant No.3 further stated that Defendant No.1 had entered into a rental agreement with her and had defaulted in payments, these facts had never been disclosed to the plaintiff. The plaintiff tried to contact 1<sup>st</sup> defendant several

times. Further, the 3<sup>rd</sup> defendant informed that after 4 months, the 1<sup>st</sup> defendant has paid two months rent with assurance to pay remaining rents in few days and further defaulted and handedover copy of notice dated 03.05.2022 issued by 3<sup>rd</sup> defendant to 1<sup>st</sup> defendant.

2(b). The plaintiff contends that Defendant No.3 continuously threatened and harassed her to vacate the suit property despite the subsistence of the lease agreement. As Defendant No.1 could not be contacted, the plaintiff lodged a complaint before the Central Crime Branch on 20.06.2022 seeking assistance and she was informed that several similar complaints had been filed against Defendant No.1 for allegedly defrauding other tenants. Subsequently, due to continued harassment, the plaintiff also lodged a complaint before the Hennur Police Station during November, 2023. Subsequently, on 26.04.2024, Defendant No.2, represented by Defendant No.3, issued a legal notice alleging that the plaintiff had defaulted in payment of rent and maintenance charges and called upon her to vacate the suit schedule property.

2(c). The plaintiff contends that she continues to be in possession of the suit property and that Defendant No.1 has failed to refund the security deposit of Rs.16,00,000/- as per the lease agreement. However, the Defendants Nos.2 and 3 are allegedly attempting to evict her and interfere with her peaceful possession. The plaintiff asserts that she is willing to vacate the premises upon refund of the security deposit. She further alleges that the defendants in conspiracy to make unlawful gains, are harassing and threatening to dispossess her. Hence, the plaintiff has filed the present suit seeking appropriate reliefs.

3. The summons were served to the defendants through RPAD and paper publication. In spite of issuance of summons, the defendants failed to appear before the Court and hence, defendants were placed Ex parte and the case was posted to plaintiff's evidence.

4. On the basis of the above pleadings, the following points arise for my consideration :-

- 1) Whether the plaintiff proves that the defendant No.1 has executed a lease

agreement dated 18.11.2021 in favour of plaintiff by receiving security deposit of Rs.16,00,000/- from the plaintiff ?

- 2) Whether the plaintiff proves that she is in lawful possession of the suit schedule property ?
- 3) Whether the plaintiff further proves the alleged interference by the defendants ?
- 4) Whether the plaintiff is entitled for permanent injunction as prayed for ?
- . What order or decree?

5. In support of the plaintiff's case, the plaintiff got examined herself as PW-1 and produced documentary evidence and the same are marked as per Exs.P.1 to P.14 on behalf of the plaintiff.

6. Heard arguments by counsel for plaintiff and perused the materials placed on record.

7. My findings on the above points are as follows:

**Point No. 1: In the Affirmative**

**Point No. 2 : In the Affirmative**

**Point No. 3 : In the Affirmative**

**Point No. 4 : In the Affirmative**

**Point No. 5 : As per final order**

for the following:

### **REASONS**

8. Point Nos.1 to 4 : These points are inter-related to each other and therefore are taken up together for joint discussion at a stretch in order to avoid repetitive discussion of facts and for the purpose of brevity.

The plaintiff has sought for the relief of permanent injunction restraining the defendants from interfering with the peaceful possession and enjoyment of the plaintiff over the suit schedule property. It is the specific case of the plaintiff that, plaintiff has entered into a lease agreement dated 18.11.2021 with defendant No.1 in respect of the suit schedule property by paying security deposit of Rs.16,00,000/- on the representation of Defendant No.1 that he was duly authorized to lease the property. Subsequently, Defendant No.3 claimed ownership of the property and alleged default by Defendant No.1 in rent payments, and demanded rent and eviction from the plaintiff and the defendant Nos.2 and 3 allegedly interfered with the plaintiff's possession. The plaintiff is willing to vacate the premises upon refund of the deposit amount. As



Defendant No.1 has failed to refund the security deposit, the plaintiff is constrained to file the present suit.

9. To substantiate the case, the plaintiff No.1 got himself examined as P.W-1 and got marked documents Ex.P.1 to Ex.P.14. On perusal of oral and documentary evidence, the Ex.P.1 is the original lease agreement dated 18.11.2021 executed between the defendant No.1 and plaintiff in respect of suit property, Ex.P.2 is the original acknowledgment dated 06.11.2021 for having received Rs.10,00,000/- through RTGS, Ex.P.3 is the original endorsement issued by the police authorities in respect of the complaint lodged by the plaintiff, Ex.P.4 is the office copy of legal notice dated 24.04.2024 issued by defendant No.2 to defendant No.1 and plaintiff, Ex.P.5 is the legal notice dated 03.05.2022 issued by defendant No.3 to defendant No.1 in respect of schedule property, Exs.P.6 to P.14 are the photographs and CD in respect of schedule property.

10. Even though suit summons are served to defendant Nos.1 to 3, they failed to appear before the Court and hence

placed Exparte.

11. The evidence of PW.1 coupled with these documents clearly demonstrates the fact that plaintiff is in lawful possession and enjoyment of the schedule property as on the date of the suit. The summons was duly served upon the defendants, however, defendants have not appeared before the Court and contested the case. Therefore, this Court draws adverse inference against the defendants as they have not come before this Court and deposed as per the Section 114(g) of the Indian Evidence Act/119(g) of BSA. Since, the evidence of plaintiff remains unchallenged and there is no reason for this Court to disbelieve the evidence led by plaintiff to hold that there is an illegal interference by the defendants in the plaintiff's peaceful enjoyment and possession of the suit schedule property. Therefore, on the basis of evidence led by the plaintiff, this Court holds that the plaintiff is in lawful possession of the suit schedule properties. Hence, on the basis of the above observations and findings, this Court holds that plaintiff is entitled for

the relief as prayed in the plaint. Accordingly, this Court answers point Nos.1 to 4 in the Affirmative.

12. **Point No.5:** In view of the above discussion and findings on the above issues, the suit of the plaintiff deserves to be decreed. Accordingly, this Court proceeds to pass the following:-

**ORDER**

The suit of the plaintiff is hereby decreed.

Consequently, the defendants, their agents, henchmen, representatives or any other persons claiming through or under them, are hereby restrained by way of injunction, from dispossessing the plaintiff from the suit schedule property without due process of law.

Draw decree accordingly.

(Dictated to the Judgment Writer on computer, computerized by her, corrected and then pronounced by me in open court this the 8<sup>th</sup> day of July, 2026.).

**(LOKAPPA N.R)**

XXX Addl. City Civil and Sessions Judge,  
**Bengaluru.**

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

P.W-1                      Arokia Mary

**List of witnesses examined for the defendants :**

- NIL -

**List of documents marked for the plaintiff :**

Ex.P.1                      Original Lease Agreement dt. 18.11.2021  
Ex.P.2                      Original Acknowledgment dt. 06.11.2021  
Ex.P.3                      Original endorsement issued by police authority dt.  
                                         07.11.2023  
Ex.P.4                      Office copy of legal notice dt. 24.04.2024  
Ex.P.5                      Legal notice dt. 03.05.2022  
Exs.P.6                      8 photographs alongwith CD  
to P.14

**List of documents marked for the defendants :**

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**(LOKAPPA N.R)**

XXX Addl. City Civil and Sessions Judge,  
Bengaluru.

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