

KABC010224782022



IN THE COURT OF THE XII ADDL. CITY CIVIL JUDGE,
AT BENGALURU

Dated this the 20th day of August, 2024

PRESENT: SRI. GANGADHARA.K.N., B.A.,LLM.,
XII ADDL.CITY CIVIL & SESSIONS JUDGE
(CCH.No.27), BENGALURU

Execution Petition No.1798/2022

Decree Holder : M/s. Manappuram Chits
(Karnataka) Pvt. Ltd.,

VS.

Judgment Debtor Abdul Yasser & others

ORDERS ON IA No.3

The Decree Holder filed the above application under Order 21 Rule 54, 64 & 66 r/w. Section 151 of C.P.C. by seeking an order to attach the property bearing House list No.12, Khatha No.857/1, Assessment No.12/2 and

47/2 situated at Kothnur village, Uttarahalli Hobli, Bengaluru South Taluk, measuring East to West 30 feet, North to South 31 feet bounded on east by property No.11, west by property No.13, north by road, south by private property, which presently stands in the name of JDR No.5, who is none other than the wife of JDR No.1.

2. It is the case of the DHR that the JDR No.1 successfully bidded the chit and obtained the chit amount for which the JDR No.2 to 5 were stand as a guarantors. But, the JDR No.1 failed to pay the chit amount properly. Thus the DHR filed the dispute before the learned Deputy Registrar for Chits and successfully got the award on 21.02.2022 and put the same into the execution before this Court. It is their contention is that the application schedule is stands in the name of the JDR No.5, who is a guarantor. As the JDRs despite availing time, fails to pay the award amount, thus the DHR claims to have filed the present petition and

application in the hand for attaching the property. To show that presently application schedule property stands in the name of JDR No.5, produced the encumbrance certificate, in form No.15. If the said document is considered, of course no doubt that the said property stands in the name of JDR No.5.

3. Heard the arguments of learned counsel for the Decree Holder. Now the following point will arise for my consideration;

Does the Decree Holder made out the grounds to attach the application schedule property for the award amount to recover the same?

4. My finding on the above point is in the affirmative, for the following:-

REASONS

5. As discussed above, the DHR has got the award for an amount of Rs.2,79,095/- with interest @ 18% from the date of dispute till its realization along with

the cost of the proceedings. Prior to this, based on the sale deed placed by the DHR dated 14.12.2000, this Court was pleased to order to attach the application schedule property. According to which, it was stands in the name of JDR No.1. Even this Court received the report from the Jayanagar sub-registrar, stating that the said property has been attached by making entry in their property register. But, when this Court ordered for conducting the tom-tom, the schedule in the earlier application filed by the DHR is compared with the schedule of the property ordered to attach, they are different, infact which was not stands in the name of JDR no.1, thus the tom tom has not bee executed to attach the then application schedule property.

6. However, under the present application the DHR produced the encumbrance certificate, which clearly discloses that the house list No.12 is presently stands in the name of JDR No.5. As the JDRs are fails

to pay the said amount, and moreover the JDR No.5 was also a guarantor, who is equally liable, par with the bidder, as they failed to make the payment, thus this Court felt, it is proper to attach the application schedule property to recover the award amount. Considering the same, I.A.No.3 filed by the DHR is hereby allowed. Thus I answer the point for consideration in the affirmative. Hence, I proceed to pass the following :-

ORDER

I.A.No.3 filed by the Decree Holder under Order 21 Rule 54, 64 & 66 r/w. Section 151 of C.P.C. is hereby allowed.

The property bearing House list No.12, Khatha No.857/1, Assessment No.12/2 and 47/2 situated at Kothnur village, Uttarahalli Hobli, Bengaluru South Taluk measuring East to West 30 feet, North to South 31 feet is hereby attached in this case, by doing so restrained the JDR No.5 from alienating or encumbering the suit schedule property in any manner also

directed the office to conduct the tom-tom in front of the suit schedule property holding that the said property being attached in execution petition No.1798/2022 which is not alienable and also conduct the tom-tom if the DHR pays the P.F. and deposits the tom-tom charges.

Further, serve the notice to the JDR No.5 as required under Order 21 Rule 54(1A) of C.P.C. by calling her to participate in drawing the settlement for publishing the sale proclamation to sell the suit schedule property in a public auction.

(Dictated to the Stenographer, typed by her directly on computer, transcript thereof corrected, signed and then pronounced by me, in open Court, on this the 20th day of August, 2024)

(GANGADHARA.K.N.)
XII ADDL.CITY CIVIL & SESSIONS JUDGE
BENGALURU CITY