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Smt Suchitra vs Smt Pushpalatha

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Court : Karnataka

Decided On : Nov-26-2025

Judge : V Srishananda

Appeal No. : CRP/558/2024

Appellant : Smt Suchitra

Respondent : Smt Pushpalatha

Judgement :

-1-

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 26TH DAY OF NOVEMBER, 2025 BEFORE THE HON'BLE MR. JUSTICE V SRISHANANDA CIVIL REVISION PETITION NO. 558 OF 2024 (SC) C/W CIVIL REVISION PETITION NO. 560 OF 2024 IN CRP No. 558/2024 BETWEEN:

1. SMT SUCHITRA W/O LATE UDAY KUMAR AGED ABOUT 50 YEARS

2. MISS MALAVIKA

D/O LATE UDAY KUMAR AGED ABOUT 28 YEARS Digitally signed 3. SRI MAYUR by SHARADAVANI S/O LATE UDAY KUMAR B AGED ABOUT 25 YEARS Location: HIGH COURT OF KARNATAKA ALL ARE R/AT MANJUNATHA JEWELLERS NO.40/2, 40/5, 40/6, 6TH CROSS, 8TH MAIN MALLESHWARAM BENGALURU - 560 003 PETITIONERS (BY SRI. RANGANATH R., ADVOCATE) -2- AND:

1. SMT PUSHPALATHA W/O LATE G N RAVINDRA AGED ABOUT 65 YEARS

2. SRI G R PRAJWAL S/O LATE G N RAVINDRA AGED ABOUT 37 YEARS

3. MR. G N MAYURAKSHI S/O LATE DR NINGOJI RAO AGED ABOUT 72 YEARS

4. SRI G N MOHAN S/O LATE DR. NINGOJI RAO AGED ABOUT 65 YEARS ALL ARE R/AT MANJUNATHA JEWELLERS NO.40/2, 40/5, 40/6, 6TH CROSS, 8TH MAIN MALLESHWARAM BENGALURU - 560 003 RESPONDENTS (BY SRI. S. SHAKER SHETTY, ADVOCATE FOR C/R1 TO 4) THIS CRP IS FILED UNDER SECTION 18 OF THE KARNATAKA SMALL CAUSES COURTS ACT 1964, AGAINST THE

JUDGMENT AND DECREE DATED 23.04.2024 PASSED IN

SC.NO.15188/2019 ON THE FILE OF THE V ADDITIONAL SMALL CAUSES JUDGE AND XXIV ACMM COURT OF SMALL CAUSES, MAYO HALL UNIT, BANGALORE (SCCH-20) PARTLY DECREEING THE SUIT FOR EVICTION. -3- IN CRP NO. 560/2024 BETWEEN:

1. SMT SUCHITRA W/O LATE UDAY KUMAR AGED ABOUT 50 YEARS,

2. MISS. MALAVIKA D/O LATE UDAY KUMAR AGED ABOUT 28 YEARS,

3. SRI. MAYUR S/O LATE UDAY KUMAR AGED ABOUT 25 YEARS, ALL ARE R/AT MANJUNATHA JEWELLERS NO.40/2, 40/5, 40/6, 6TH CROSS, 8TH MAIN MALLESHWARAM BENGALURU - 560 003 PETITIONERS (BY SRI. VINAYAK V. KULKARNI, ADVOCATE FOR SRI. RANGANATH R., ADVOCATE) AND:

1. SMT PUSHPALATHA W/O LATE G.N. RAVINDRA, AGED ABOUT 65 YEARS,

2. SRI. G.R. PRAJWAL, S/O LATE G.N. RAVINDRA, AGED ABOUT 37 YEARS,

3. MR. G.N. MAYURAKSHI S/O LATE DR. NINGOJI RAO, AGED ABOUT 72 YEARS, -4-

4. SRI. G.N. MOHAN S/O LATE DR. NINGOJI RAO, AGED ABOUT 65 YEARS, ALL ARE RESIDING AT NO.67/1, 3RD CROSS, PARK EXTENSION, DURGIGUDI EXTENSION, SHIVAMOGA - 577 201 RESPONDENTS

(BY SRI. S. SHAKER SHETTY, ADVOCATE FOR C/R1 TO 4 (CP 11688/2024)) THIS CRP IS FILED UNDER SECTION 18 OF THE KARNATAKA SMALL CAUSES COURTS ACT 1964, AGAINST THE

JUDGMENT AND DECREE DATED 23.04.2024 PASSED IN

SC.NO.15189/2019 ON THE FILE OF THE V ADDITIONAL SMALL CAUSES JUDGE AND XXIV ACMM COURT OF SMALL CAUSES, MAYO HALL UNIT, BANGALORE (SCCH-20). PARTLY DECREEING THE SUIT FOR EVICTION. THESE PETITIONS, COMING ON FOR ORDERS, THIS DAY,

ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE V SRISHANANDA

ORAL ORDER

1. Heard Sri. Vinayak V. Kulakarni, learned counsel for the revision petitioners in both the matters. -5-

2. Defendants are the revision petitioners in SC

No.15188/2019 and SC No.15189/2019. Respondents in both the matters filed the suit for ejectment on the ground that there is arrears of rent and by terminating the tenancy.

3. Both the matters were contested by the tenants. After full fledged trial, learned Trial Judge in paragraph No.17 of both the judgments, has held as under:

> "17. It is also true that till this date defendants have not disputed the title of the plaintiffs over the suit schedule property nor their jural relationship. If the version of the defendants are really true, they could have tender the lease deed alleged to has executed in the year 2019 or they could have given reply to the quit notice which is at Ex.P.4. Defendants have failed to establish their contention that lease agreement dated 25.07.2017 is created one. It is settled position of law that creation of the documents has to be specifically pleaded and shall be proved by tendering cogent and tantamount document. Defendants have utterly failed to establish their contention. There is not material on record to disbelieve the version of the plaintiffs and oral testimony of PW-2 and the allegation of the plaintiffs based on the evidence -6-

cannot brush aside and ignored. Hence with the aforesaid discussion based on the evidence placed on record, I am answering point No.1 and 2 in partly affirmative.

4. Thereafter, decreed the suit of the respondent/

plaintiff and granted time of 30 days to vacate the premises and also to pay arrears of rent at the rate of Rs.1,21,000/- in both the cases and continue to pay rent of Rs.11,000/- towards the damages from the date of filing suit till realisation.

5. Validity of the said order is called in question in these two revision petitions on common grounds which are called out hereunder for any reference: That at the outset the plaint in O.S No 15188/2019 is not maintainable in law as the same is hit by the provisions of order 7 rule 11 (a) and (d) and also

Order VII Rule 1 (e) of the code of civil procedure and

therefore, the same is liable to be rejected in limine. That, a plain reading of the plaint discloses that the plaint is vexatious, meritless, perverse on the face of recorand does not disclose a clear right to sue. The averments made in the plaint

are general in nature and does not disclose cause of action to file to suit. -7-

That, the foundation for the respondents to file the suit is on the basis of the Agreement purported to have been executed on 23.04.2024, in respect of the suit schedule premises, which is executed by the respondents in favour of the petitioner. The said Agreement which is a suit document, is not produced by the respondent in the suit, and therefore the suit is meritless and the plaint is liable to be rejected for non-disclosure of cause of action.

That at paragraph 1 of the Quit Notice dated 18.05.2019, the respondents have stated as under: - .. they are the absolute owners of the property at No.40, 6th Cross, 8th Main, Malleshwarm, Bengaluru-560003. Portions of the said property bearing No. subject properties was let out to you and the last lease agreements executed between the parties was on 25.07.2017 for a tenure of further 11 months.

That further at paragraph 4 of the plaint it is stated by the plaintiffs as under: - " the lease agreement is an unregistered document which cannot confer any term beyond a period of 11 months the defendant is however as a tenant on a monthly basis. The three portions comprising of the subject property was obtained for composite use to run the Manjunath Jewellers.. ___." -8- That according to the aforesaid averments made in the plaint, the basis for the respondents to file the suit is that they are the owners of a building and a Rent Agreement dated 25.07.2017, in respect of the Suit Schedule Premises, was entered into between the respondents and the petitioner herein.

That the said Agreement dated 25.07.2017, though referred in the plaint, neither the document is produced along with the plaint nor the terms thereof have been set out in the plaint. The above-mentioned Lease Agreement dated 25.07.2017 is to be treated as part of the Plaint as being the part of the alleged cause of action to the respondents to file the suit. Where a document is referred to in the Plaint, the said document

gets incorporated by a reference in the plaint.

That according to the documents produced along with the plaint, the respondents have only produced and marked copy of the Khata Certificate, Ex.P-1 : Khata Extract, Ex.P-2 : Tax paid Receipts, Ex.P-3 : Office copy of Legal Notice, Ex.P-4 : Postal Receipts, Ex.P-5 : GPA as Exhibit Exh.P-6; and have closed their evidence. The Agreement, which is relied upon and referred to in the plaint and which is in the possession of the respondents is not produced in the suit as its purely imaginary and non-existent. As per the respondents claims in the suit. The said Agreement dated 25.07.2017 is to be treated as part of the plaint -9-

as being part of the cause of action. The respondents have not shown complete cause of action in the Plaint and therefore the Plaint was ought to have been rejected. That Order 7 Rule 14 reads as under: - (1), states that: The plaintiff shall endorse on the plaint or annex there to a list of documents required to be produced or disclosed as herein after provided in this rule.

(2) Where the plaintiff sues upon a document in his

possession or power, he shall produce it in court when the plaint is presented, and shall at the same time deliver the document or a copy thereof to be filed with the plaint.

(3) Where the plaintiff relies on any other documents

(whether in his possession or power or not) as evidence in support of his claim, he shall enter such documents in the list above referred to showing separately which of the documents are in his possession or power and which are not, which of the documents in his possession or power he has produced with the plaint and which are not so produced. In regard to any such documents which are not produced, the list shall contain a statement of the person for their non production and the steps to which the plaintiff has taken or will take to produce them or cause their

production. - 10 -

That the above provision of law is statutory in nature and in view of the non compliance of the requirements mandated Under Order VII Rule 14 (1),(2) and (3) of the Code of Civil Procedure, by the respondents, and also for non disclosure of complete cause of action, and the cause of auction itself for filing the suit, the Plaint was liable to be rejected Under Order 7 Rule 11

(a) and (d) of the CPC. That further, Order 7 Rule 1(e) reads as follows:

1. Particulars to be contained in the Plaint- The Plaint shall contain the following particulars: - a. XXXX b. XXXX c. XXXX d. XXXX (e). The facts constituting the cause of action and when it arose. That A Plain reading of the Plaint in the suit discloses

that the respondents have not even pleaded the facts

constituting the cause of action for the suit and when the action arose for the respondents to file the suit. The Plaint is totally silent about the cause of action and therefore the plaint requires to be rejected. That the above provision of law is statutory in nature and in view of the non compliance of the requirements mandated Under Order VII Rule 1 (e) and Rule 14 - 11 -

(1),(2) and (3) of the Code of Civil Procedure, by the respondents, and also for non disclosure of complete cause of action, and the cause of action itself for filing the suit, the Plaint is barred under law for Non compliance of provisions of the code of civil procedure and therefore the Plaint is liable to be rejected Under

Order 7 Rule 11 (a) and (d) of the CPC.

That the learned trial court has not looked into or applied the settled principles contained and has refused to act on the binding precedent relied upon by the petitioner, for the reasons best known to him.

That it is the specific case of the petitioner that the agreement which is a suit document is not produced by the respondents. The respondents neither have stated anything about possession held by the petitioner and her husband, along with her children later since last four decades. Agreement is claimed to have been in existence since the year 2017, what is the nature of possession by the petitioner and her deceased husband for the entire period of over 40 years have not been pleaded. It is indeed clear that now the respondents are attempting to take undue advantage of the situation that their father has died and petitioner husband has also have died, leaving behind helpless woman i.e, the petitioner. However, strangely, the learned trial court has given a erroneous finding that the basing on the statement of - 12 -

the respondent cogent and tantamount document can be inferred to be have been established.

That it is settled law that in order to reject the plaint under VII rule 11 of CPC, the averments made in the plaint alone has to be looked into and the contentions raised in the written statement are not germane for rejection of the plaint. Despite the settled principles of law, the learned trial court judge has solely relied upon the contentions of the Written statement filed by the petitioner, and has rejected all other averments in most arbitrary manner, apparently without even looking into the plaint averments, provision of law and the binding Judgment of the Honble Supreme Court of India. There are no other proceedings pending before any other Court regarding subject petition.

Viewed from any angle the Order passed by the Trial Court in allowing the suit filed by the respondents in part is perverse, illegal and the same is liable to be set

Aside.

6. Sri. Vinayak V. Kulakarni, learned counsel for

the petitioner reiterating the grounds urged in the petition contented that the Trial Judge has not appreciated the fact that the valid defence has been made out as to the very title of the plaintiff inasmuch as it is the case of the - 13 - defendants that father of the defendants and father of the plaintiff were fast friends and property was purchased in the name of the father of the plaintiff though consideration was paid by father of the defendant.

7. It is also contented that defendants are never tenants in the suit property and they were living there as of their rights and therefore the ejectment suit was to be dismissed.

8. Learned Trial Judge after full fledged trial after

appreciating the material on record especially the khata certificate in respect of the suit property, tax paid receipts, Office copy of the legal notice and postal receipts filed on behalf of the plaintiff and UPI printouts, bank register extract, notebook maintained by the defendant, Decree to the suit as aforesaid.

9. Operative portions of the decree in both the matters are culled out hereunder for ready reference: - 14 -

ORDER IN SC NO.15188/2019 & SC NO.15189/2019

"Suit of the plaintiffs is partly decreed with cost. Defendants are directed to deliver the vacant possession of the suit schedule to the plaintiffs and to pay the due rent of Rs.1,21,000/- within 30 days from the date of this Order. Further defendants are directed to pay Rs.11,000/- P.M. to the plaintiffs towards the damages, from the date of filing of the suit till realization. Draw the decree accordingly.

10. Sri. Vinayak Kulakarni would contend that decreeing the suit has resulted in grave miscarriage of justice as there is a serious dispute as to the ownership.

11. Per contra, Sri. Anil Shetty, learned counsel for the respondent in both the cases supports the impugned

order by contending that plea of the father of the

defendants contributing for the purchase of the property by the father of the plaintiff is incorrect and such a defence was not canvas before the Trial Court. - 15 -

12. He would invite the attention of the Court that

there was no reply to the legal notice though it was duly served. Therefore, as an after thought, somehow to cling on to the suit property, the defendants have taken false plea before this Court and is trying to protract the proceedings further and sought for dismissal of the revision petition.

13. Having heard the arguments of both sides, this Court perused the material law on record meticulously.

14. On such perusal of the material evidence on record, to establish that defendants are the owners of the property, there is no material evidence on record placed by defendants.

15. Pertinently, there is no reply to the legal notice

as well. Payment of rent is also established not only by the plaintiff asserting the payment of rent, but also the defendant producing the Bank register extract and also paying the rents. - 16 -

16. Suffice to say that if the defendants contend

that they are the owners of the property, they have to vacate the suit premises and file appropriate suit establish their ownership and then re-enter the property by resorting to Section 144 of the Code of Civil Procedure seeking restitution of the property.

17. With that liberty for the defendants, this Court is of the considered opinion that the grounds urged in the revision petition are hardly sufficient to admit the revision petition for further consideration.

18. Hence, following order :

ORDER

(i) Revision petitions are dismissed.

(ii) However time to vacate the premises is extended till 10.12.2025 in order to facilitate the defendants to search an alternate premises on the condition that they would pay the arrears of rent if any. - 17 -

(iii) Amount in deposit is ordered to be withdrawn by the respondent under due identification. Sd/- (V SRISHANANDA) JUDGE SNC List No.: 1 Sl No.: 26 CT-SG

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