

IN THE COURT OF THE PRINCIPAL CIVIL JUDGE,
BENGALURU RURAL DISTRICT, BENGALURU

O.S.No.679/2016

Plaintiff : N. Bhagyalakshmi Ayyar

V/s

Defendants : Puravankara Investments & another

1. Whether plaintiff proves that the First General Body Meeting / Election conducted on 19.03.2016 and 02.04.2016 is illegal and void ab initio and not in accordance with the Karnataka Apartment Owners Act 1972 and Read with Karnataka Apartment Ownership Rules 1974 and Deed of Declaration dated 08.06.2012, registered as Document No.YAN-1-01606-2012-13, Stored in CD No.YAND410, registered in the Office of Sub-Registrar, Yelahanka, Bangalore ?
2. Whether plaintiff proves that the result of the election of the defendant No.4 to 17 as Board of Managers conducted by the defendant No.2 is not in accordance with the Karnataka Apartment Owners Act 1972 read with Karnataka Apartment Ownership Rules 1974 and Deed of Declaration dated 08.06.2012?
3. Whether plaintiff proves that the defendant No.4 to 17 were not legally entitled to contest for the post of Board of Manager for the M/s Provident Welworth City Apartment Owners Association / Defendant No.3 as per the Karnataka Apartment Ownership Act 1972 Read with Karnataka Apartment Ownership Rules 1974 and Deed of Declaration dated 08.06.2012, registered as Doc. No. YAN-1-01606-2012-13, stored in CD No. YAND410, registered in the office of Sub-Registrar, Yelahanka, Bangalore?

4. Whether defendant No.2 and defendant No.3 prove that they have passed and conducted the General Body Meeting or Annual General body Meeting and resolution in accordance with law as stated in para No. 75 of the written statement ?
5. Whether defendant No.2 proves that the First General Body Meeting/ Election conducted is in accordance with the Karantaka Apartment Owners Act 1972 and Read with karnataka Apartment Ownership Rules 1974 and Deed of Declaration dated 08.06.2012 registered as Doc No. YAN – 1-01606-2012-13, stored in CD No. YAND410 and defendant No. 4 to 17 were eligible in all aspect as per DOD and duly elected as Board of Managers as mentioned in Para No. 6, 9, 16 to 18, 57, 61, 72 and 75 of the written statement ?
6. Whether defendant No.2 proves that the election of defendant No.4 to 17 was legally valid as per Karnataka Apartment Ownership Act 1972 as mentioned in Para NO. 53, 55 and 75 of the written statement ?
7. Whether the plaintiff is entitled for permanent injunction restraining the defendant No.4 to 17 from demanding any money or maintenance charges from the plaintiff?
8. Whether the plaintiff is entitled to get refund of a sum of Rs. 20,000/- along interest at the rate of 12% P.A. from date of the suit, till repayment, which was collected as Corpus Fund for Apartment Bearing G-12 001 and G-12 008 under the Agreement of Sale?
9. Whether the plaintiff proves that the defendant No.1 and 2 has not conducted audited statement of accounts in accordance with law for the advance maintenance?

10. Whether the defendant No.2 proves that the defendant No.2 has shared the audited and consolidated statement of accounts in accordance with law for the advance maintenance to the PWCAOA / owners of each flat as indicated in para No. 34, 46, 65 and 75 of the written statement?
11. Whether the plaintiff proves that the 2nd defendant has not deposited the amount collected from its members with the other defendants/ PWCAOA ?
12. Whether the defendant No.2 proves that the defendant No. 4 to 17 has not deposited the amount collected from its members with the other defendants / PWCAOA?
13. Whether the plaintiff proves that the defendant No.2 has not refunded the share of the plaintiff of the residual amount with interest as agreed?
14. Whether plaintiff proves that the defendant No.1 and 2 used the word defaulter as derogatory to seek an unconditional apology?
15. Whether the plaintiff is entitled for a decree of mandatory and permanent injunction as prayed for?
16. What order or decree?

Dated this the 31st day of May -2023.

Prl. Civil Judge,
Bengaluru (R) District,
Bengaluru.