**IN THE COURT OF THE HON'BLE SENIOR CIVIL JUDGE,**

**RANGA REDDY DISTRICT**

**AT: MEDCHAL**

**O.S. No. 535 of 2015**


**BETWEEN:**

B. Chakradhari

**PLAINTIFF**

AND

C. Shishir & Others.

**DEFENDANTS**

**WRITTEN STATEMENT FILED ON BEHALF OF DEFENDANT NO. 1**

1. It is most humbly submitted that, the present suit has been filed by the Plaintiff against Defendants in the year 2015. At the time of filing of the instant suit, the Defendant Nos. 1 & 2 were minors, they were respectively aged 14 years and 17 years. In view of the same the Defendant No. 1 and 2 were represented by their mother i.e. Defendant No. 3. As on the date of filing of the present written statement, the Defendant No. 1 is studying in United Kingdom and the Defendant No. 2, having completed her education is working in United Kingdom.

2. The Defendant No. 1 & 2 were not aware of the present case and the same was being handled by their mother, Defendant No. 3 at all times. The Defendant No. 3 has filed her vakalatnama and written statement representing all the Defendants i.e. including Defendant No. 1 and 2.

3. It is further submitted that the Defendant No. 3 obtained no-objection from the previous counsel on record to engage a new counsel and as the Defendant No. 1 and 2 have attained majority, in January 2022, they were approached by the new counsel engaged by the Defendant No. 3 for obtaining their signatures on the Vakalatnama.

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4. At this at this juncture, the Defendant No. 1 and 2 learnt about the existence of the present suit and the false and fabricated claim of the Plaintiff. Upon perusing the papers concerning the present case, the Defendant No. 1 and 2 are desirous of pursuing the matter by participating in the instant matter independently and hence have engaged a separate counsel independent of Defendant No. 3.

5. It is in the above backdrop, that the Defendant No. 1 and 2 seek leave of this Hon'ble Court to file the present written statement as under -

6. At the outset, Defendant No. 1 and 2 deny all the allegations made by the Plaintiff and the allegations of the Plaint which are not specifically denied or admitted be deemed to be have been denied. The suit filed by the Plaintiff is nothing but abuse of the process of law. The facts relevant to the Scheduled Property have been concealed to falsely create a fictitious cause of action and as such the suit is not maintainable either in facts or in law and is liable to be dismissed with costs.

7. It is most humbly submitted that the suit, as filed is not maintainable for the reasons that the Plaint does not disclose the true facts. Further the Defendants also submit that this Written statement is filed without prejudice to the Defendants' right to file such additional suits, application, petition against the Plaintiff and others claiming through them and such other reliefs as available with the Defendants under the applicable laws.

8. Before adverting to a para-wise response to the false and baseless contentions of the Plaintiff, the following preliminary objections are advanced on behalf of the Defendants 1 & 2:

   A. It is submitted that the maternal grandfather of the Defendants 1 & 2, one Mr. Sreekakulam Radhaswamy, had transferred the Suit Schedule Property to the Defendants 1 & 2 respectively by way of

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registered gift deeds, bearing nos. 7899 and 7898 of 2005, dated 17.06.2005.

B. By virtue of the above gift, the Defendants 1 & 2, had become the absolute owners of the Suit Schedule Property.

C. The Defendants 1 & 2 completely and specifically deny execution of an Agreement of Sale, dated 24.01.2015 (Exhibit-A1) and the Plaintiff is put to a strict proof of the same. The Defendants 1 & 2 further deny that the Defendant No. 3 had availed a loan of Rs. 12 Lacs in 2010 and that the said amount was paid by way of a cheque, bearing no. 690492, dated 12.11.2010 and that the Suit Schedule Property was allegedly proposed to be sold by the Defendant No. 3 to the Plaintiff in lieu of repaying of the said loan.

D. The Plaintiff has made bald and unsubstantiated claims of having paid a sum of Rs. 12 lacs as a hand loan vide an alleged cheque, dated 12.11.2010, but has miserably failed to supply any proof evidencing receipt of the above amount by the Defendant No. 3. The Plaintiff has conveniently chosen to not mention the date on which the alleged cheque was encashed by the Defendant No. 3. In fact, the mother of the Defendant No. 1 and 2 has always been financially secured and was never in need of any money, she has been receiving sufficient rental income from the year 2005 and she had her own source of income. Defendant No. 3 has always provided the Defendant No. 1 and 2 with good education, good lifestyle and upbrining, In fact, the Defendant No. 1 and 2 have studied in United Kingdom and the said education was funded solely by the Defendant No. 3. Therefore, it is a blatant lie that the Defendant No. 3 has taken any loan from the Plaintiff.

E. The Plaintiff has failed to provide any explanation as to whether he had undertaken any steps since 2010 to 2015 to recover the monies alleged lent to the Defendant No. 3. Assuming but not

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admitting that the monies were actually lent to the Defendant No. 3, it appears that the Plaintiff has created Exhibit A1 on account of the fact that the limitation period in respect of recovery of the same had expired in 2013 itself. This fact is even more evident from the fact that the alleged Agreement of Sale is not even a registered document as the for the purpose of registration, the presence of Defendants 1 to 3 would be required.

F. The Defendants 1 & 2 further state that the relationship between their parents i.e. Defendant No. 3 and their father had been on bad terms and that they had been separated since 2013 and it appears that the father of Defendant No. 1 and 2, with an ulterior and fraudulent motive fabricate Exhibit A1 along with the Plaintiff and by forging Defendant No. 3' s signature on the same.

G. It is a settled legal position that, sale of an immovable property belonging to a minor can be effected if it is being carried out for the welfare of the minors and upon obtaining the prior permission of the Hon'ble Court before effecting such a sale. In this regard, reliance is placed on the provisions of Section 8 of the Hindu Minority & Guardianship Act, 1956, which lays down the powers of a natural guardian. As per section 8(2) of the said Act any disposal of a minor's property by a natural guardian shall only be affected with the prior permission of the court. In case a transfer is effected such transfer, as per Section 8(3), is voidable at the option of the minor. The above requirements have also been confirmed by the Hon'ble Supreme Court in the case of *Saroj v. Sunder Singh & Ors. 2013 (15) SCC 727.*

H. Without prejudice to the submission that the alleged Agreement of Sale is fabricated and is not at all a genuine document, it is submitted that it is the admission on part of the Plaintiff that a prior permission for the sale of the Suit Schedule Property was required, however since no prior permission was obtained, the

alleged transfer of the Suit Schedule Property is voidable at the answering Defendants' option.

I. In view of the above, it is most humbly submitted that Exhibit A1 is a false and fabricated document and was executed for ulterior motives and not for the benefit of the Defendants 1 & 2 and there was no prior permission even proposed to be sought for an alleged transfer of the Suit Schedule Property and as such the Plaintiff has approached this Hon'ble Court with unclean hands and concealed several material facts and is not entitled to any reliefs sought and instant deserves to be dismissed with exemplary costs.

***Para wise Reply:***

9. The contents of para I and II are the description of the parties and hence, need no reply.

10. In reply to para III (1), it is true that Defendant No. 1 & 2 are absolute owners and possessors of the Suit Schedule Property, however, the other submissions in para III (1) are denied as false and baseless and it is submitted that the Defendants were financially stable and had not approached the Plaintiff requesting for any loan. It is further submitted that the Plaintiff and the father of Defendant 1 & 2 are close friends and the father held animosity towards their mother, thus, the Plaintiff with the intention to trouble the Defendant No. 3, filed this suit against Defendant No. 1 & 2 despite being aware of the fact that they were minors at the time of filing the suit.

11. In reply to Para III (2) and (3) it is submitted that it is false that the Defendant No. 3 had entered into an Agreement of Sale with respect of Suit Schedule Property in lieu of repaying the alleged loan amount. The Plaintiff was very well aware that the Suit Schedule Property belonged to minors and that permission of the District Judge is required under

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the Section 8 of the Hindu Minority & Guardianship Act, 1956, to enter into an agreement of sale. The Defendants 1 & 2 were not aware of any such agreement of sale. It is submitted that the said agreement of sale was fabricated by the Plaintiff in order to defraud the Defendant No. 3 and that the Plaintiff is making false allegations on the basis of manipulated facts to torment the Defendants.


12. In reply to Para III (4) it denied for want of knowledge that a legal notice dated 04.07.2015 was issued by the Plaintiff as the Defendant No. 1 and 2 were not privy to the same. All other contents of Para III (4) are also false and hence denied. It is submitted that the allegations made by the Plaintiff that (i) the Defendant No. 3 had taken loan of Rs. 12 Lakhs from the Plaintiff for the welfare and interest of the minor children and for family necessities; and (ii) in order to repay the loan amount the Defendant No. 3 entered into an agreement of sale with respect to the Suit Schedule Property, are falsely created incidents for the purpose of creating a fictitious cause of action to file the instant suit. The Defendant No. 3 has always been financially self-sufficient to take care of the needs of the Defendant No. 1 and 2 and never in need of money, much less the loan as alleged by the Plaintiff. In fact, even the Defendant No. 1 and 2 have had regular source of rental income and hence the allegation of the Plaintiff that the Defendant No. 3 obtained loan of Rs. 12 Lakhs from the Plaintiff is a blatant lie.

13. That the Defendants 1 & 2 herein reserve their right to file additional documents and such other additional pleadings which are necessary for deciding the lis involved in the present suit.

14. That in light of the above statements made by the Defendants 1 & 2 , it is most humbly submitted that the above suit, as filed, is not maintainable in facts and law and deserves to be dismissed with exemplary cost. The Plaintiff has not approached this Hon'ble Court with clean hands and the filing of the instant suit is nothing but an abuse of the process of the court to harass the Defendants and unjustly

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enrich themselves which is unsustainable and unwarranted in the eyes of law, justice, equity and good conscience.

15. The answering Defendants further submit that as per Section 8 of the Hindu Minority & Guardianship Act, 1956, Exhibit-A1 is void and invalid in the eyes of law on account of the same being a fabricated and fraudulent document and the Plaintiff forging the signature of the Defendant No. 3 on the same and the same purporting to transfer the property of minors without any prior permission of the Court. Even assuming that the Exhibit -A1 is valid, it is most humbly submitted that the Defendant No. 1 and 2 have not and do not consent to the sale of the Schedule Property to the Plaintiff and hence, the relief as claimed by the Plaintiff cannot be granted.

Hence it is prayed that this Hon'ble Court may be pleased to dismiss the above OS No. 535 of 2015 and pass such other order and orders this Hon'ble Court may deem fit and proper in the circumstances including orders to cost.

Dated:

Place:

Shishir

Defendant No. 1

Counsel for Defendant No. 2

**VERIFICATION**

I, Shishir Bala Giri, S/o. Deepthi BalaGiri & Rajesh Chunduru, aged about 21 years, R/o United Kingdom and having temporarily come down to India and residing at Mumbai, do hereby affirm and stated that I have verified the contents of the above Paragraphs 1 to 15 are true and correct to the best of my/our knowledge, belief and information and as per legal advice received. Hence verified on 07-4-22 at Mumbai

Date:

Place:

Shishir

Defendant No. 1

Counsel for Defendant No. 1

BEFORE ME

07-4-22

S. SYED AMANULLA
B.SC.(Hons) LL.B
ADVOCATE & NOTARY GOVT. OF INDIA
REG. NO. 16443
'Q' Block, Room No. 86, Jhulamaidan Road,
Bandra Plot, Jogeshwari (E), Mumbai-400 092
Mobile : 8652664771

| | |
|---|---|
| Sr. No. 563 | |
| Date: 07-4-22 | |
| Reg. No. K | Page No. 56 |

**IN THE COURT OF THE HON'BLE SENIOR CIVIL JUDGE,**
**RANGA REDDY DISTRICT**
**AT: MEDCHAL**

**O.S. No. 535 of 2015**

**BETWEEN:**
B. Chakradhari

**PLAINTIFF**

AND

C. Shishir & Ors.

**DEFENDANTS**

Shishir Bala Giri S/o. Deepthi Bala Giri & Rajesh Chunduru, aged about 21 years, R/o. United Kingdom and temporarily having come down to India and residing at Mumbai, the Defendant No. 1 herein,

Do hereby appoint and retain
**SARVANI DESIRAJU**
**PREETHAM K.**
**RAGHU VERMA**
**ADVOCATES**

Advocate/s to appear for me / us in the above suit / Appeal / Petition / Case and to conduct and prosecute and defend the same and all proceedings that may be taken in respect of any applications for execution or any Decree or Order passed therein. I/We empower my/our Advocate/s to appear in all miscellaneous proceeding in the above suit/matter till all Decree or Order are fully satisfied or adjusted to compromise and obtain the return of documents and draw any moneys that might be payable to me/us in the said suit or of matter and notice I/We do further empower my/our Advocates to accept on my /our behalf, service of all or any appeals or petitions filed in any Court of Appeal reference or Revision with regard to said suit or matter before the disposal of the same in this Honourable Court.

Shishir
x

ertified that the executant herein is well acquainted with English, read this Vakalantnama. The contents of the Vakalatnama were read over and explain in Urdu/Hindi/Telugu to the executant as he /she/they being unacquainted with English who appeared perfectly to understand same and signed /put his / her/their name or mark in my presence.

Identified by:

Executed on this day of 2022

**ADVOCATE**

**IN THE COURT OF THE HON'BLE SENIOR CIVIL JUDGE, RANGA REDDY DISTRICT AT: MEDCHAL**

**O.S. No. 535 of 2015**

**BETWEEN:**

B. Chakradhari

**PLAINTIFF**

AND

C. Shishir & Ors.

**DEFENDANTS**

NOTARY S. SYED AMANULLA MUMBAI, THANE REG. NO. 16443 DT. 26/1/2025 INDIA

# VAKALATNAMA

ACCEPTED

Filed on: / /2022

Filed by:

Advocates for:

**SARVANI DESIRAJU**
**PREETHAM K.**
**RAGHU VERMA**
**ADVOCATES**

***Address for Service:***

VAKTA LEGAL
B305, Rajapushpa Atria, Golden Mile Road, Kokapet – 500075
Phone: 9963182052
Email: sarvani@vaktalegal.com

**COUNSEL FOR DEFENDANT NO. 1 & 2**


This passport contains 36 pages.

भारत गणराज्य REPUBLIC OF INDIA

टाईप / Type: P
राष्ट्र कोड / Country Code: IND
पासपोर्ट नं. / Passport No.: T7777132

उपनाम / Surname: GIRI

दिया गया नाम / Given Name(s): SHISHIR BALA

राष्ट्रीयता / Nationality: भारतीय / INDIAN
लिंग / Sex: M
जन्म तिथि / Date of Birth: 25/07/2001

जन्म स्थान / Place of Birth: SECUNDRABAD, TELANGANA

जारी करने का स्थान / Place of Issue: MUMBAI

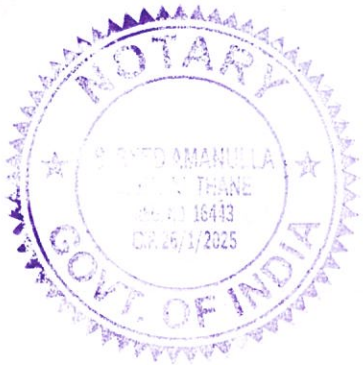
जारी करने की तिथि / Date of Issue: 20/08/2019
समाप्ति की तिथि / Date of Expiry: 19/08/2029

Shishir

IDGIRI<<SHISHIR<BALA<<<<<<<<<<<<<<<<<<<<<<
T7132<9IND0107253M2908199<<<<<<<<<<<<<<<6



Shishir



पिता / कानूनी अभिभावक का नाम / Name of Father / Legal Guardian
RAJESH CHUNDURU

T7777132

माता का नाम / Name of Mother
DEEPTHI BALAGIRI

पति या पत्नी का नाम / Name of Spouse

पता / Address
13/70,SAVITHA BLDG,PESTOM SAGAR,ROAD NO-02

CHEMBUR,MUMBAI

PIN:400089,MAHARASHTRA,INDIA

पुराने पासपोर्ट का नं. और इसके जारी होने की तिथि एवं स्थान / Old Passport No. with Date and Place of Issue
P3033111 08/06/2016 HYDERABAD

फाईल नं. / File No.


इस पासपोर्ट में 36 पृष्ठ हैं। This passport contains 36 pages.

भारत गणराज्य REPUBLIC OF INDIA

टाईप / Type: P

राष्ट्र कोड / Country Code: IND

पासपोर्ट नं. / Passport No.: T7777132

उपनाम / Surname: GIRI

दिया गया नाम / Given Name(s): SHISHIR BALA

राष्ट्रीयता / Nationality: भारतीय / INDIAN

लिंग / Sex: M

जन्म तिथि / Date of Birth: 25/07/2001

जन्म स्थान / Place of Birth: SECUNDRABAD,TELANGANA

जारी करने का स्थान / Place of Issue: MUMBAI

जारी करने की तिथि / Date of Issue: 20/08/2019

समाप्ति की तिथि / Date of Expiry: 19/08/2029

P<INDGIRI<<SHISHIR<BALA<<<<<<<<<<<<<<<<<<<<<<

T7777132<9IND0107253M2908199<<<<<<<<<<<<<<<6