

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

MEDCHAL-MALKAJGIRI,

AT MEDCHAL

O.S. No. 535 OF 2015

Between:

B. Chakradhari

Plaintiff

AND

C. Shashir & Anr.

Defendants

CHIEF EVIDENCE AFFIDAVIT OF SMT. DEEPTHI BALAGIRI (DW1)

I, Smt. Deepthi Balagiri D/o. Late Mr. Sreekakulam Radhaswamy, W/o. Balagiri, aged about 50 years, R/o: R/o. H. No. 13/70, Savitha Bldg, Pestom Sagar Road No. 2, Chembur, Mumbai, Maharashtra – 400089, do hereby solemnly affirm and state on oath as follows:

1. I am the Defendant No. 3 herein and as such am well acquainted with the facts detailed below.
2. I state that the maternal grandfather of the Defendants 1 & 2, Sri. Sreekakulam Radhaswamy, transferred the Suit Schedule Property to the Defendants 1 & 2 by way of registered gift deeds, bearing nos. 7898 and 7899 of 2005, dated 17.06.2005.
3. I state that by virtue of the above gift, the Defendants 1 & 2 became the absolute owners of the Suit Schedule Property. At the time of

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execution of the gift deeds, the Defendants 1 & 2 were minors i.e. respectively 4 years and 7 years in age.

4. I state that I do not know the Plaintiff personally and have no relationship whatsoever with him or the witnesses to the alleged Agreement of Sale.
5. I completely deny that I approached the Plaintiff for a hand loan of Rs. 12 lakhs in 2010 to meet financial requirements of my family including welfare/education of Defendants 1 & 2. I state that the above averment of the Plaintiff is a false and concocted incident for the purpose of creating a fictitious cause of action to file the present suit.
6. I deny that the alleged amount of Rs. 12 lakhs was paid to me vide an alleged cheque, bearing no. 690492, drawn on ING Vysya Bank Ltd., Malkajgiri Branch, dated 12.11.2010. I deny that the alleged cheque was handed over to me by the Plaintiff and I also deny that I encashed the said cheque.
7. I state that I was always financially stable and able to take care of financial requirements of my family and the education of Defendants 1 & 2. I further state that the alleged payment of 12 lakhs by the Plaintiff to me is completely false and without any proof whatsoever. I also state that the Plaintiff has failed to furnish any proof in the form of bank statements that evidence receipt of Rs. 12 lakhs by me.

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8. I deny that I had offered the Suit Schedule Property belonging to the Defendants 1 & 2 for sale to the Plaintiff in lieu of repaying the alleged hand loan of the Plaintiff.
9. I state that I completely and specifically deny execution of an Agreement of Sale, dated 24.01.2015 (Exhibit-A1) in respect of the Suit Schedule Property. I further state that my signature does not match the signature that was allegedly affixed by me in the alleged Agreement of Sale. The alleged Agreement of Sale filed as Exhibit – A1 is forged.
10. I state that the alleged Agreement of Sale is a product of collusion between my ex-husband Mr. C. Rajesh and the Plaintiff to knock away the Suit Schedule Property belonging to Defendants 1 & 2. I deny that I have signed the alleged Agreement of Sale and further state that the signature in the Agreement of Sale that allegedly belongs to me is not mine and has been forged by the Plaintiff in collusion with C. Rajesh. I also state that the signature affixed in the alleged Agreement of Sale evidently does not match the signature I have affixed in my written statement.
11. It is contended by the Plaintiff that the alleged Agreement of Sale was signed at my house in Maredpally, however, I was never living in that house, which belonged to my parents.
12. I state that the Plaintiff is my ex-husband C. Rajesh's acquaintance. I state that my relationship with my ex-husband C. Rajesh had been on bad terms and C. Rajesh left the matrimonial

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home in July 2013 and as such C. Rajesh and I lived separately since then without any direct contact whatsoever.

13. I deny that I handed over the original gift deeds executed in favour of Defendants 1 & 2 to the Plaintiff to instill confidence in the mind of the Plaintiff. I state that the original gift deeds were handed over by my ex-husband C. Rajesh to the Plaintiff without my knowledge as part of their scheme to knock away the Suit Schedule Property belonging to Defendants 1 & 2.
14. Considering that C. Rajesh used to treat me in a cruel manner and C. Rajesh and I were living separately since July 2013, I was constrained to file a petition, bearing FCOP No. 261 of 2015, on 20.04.2015 seeking divorce on the grounds of cruelty and desertion, under Sections 13(1)(ia) & (ib) of the Hindu Marriage Act, 1955, before the Hon'ble Court of the Family Judge, City Civil Court, at Secunderabad.
15. I state that one of the many grounds on which I sought divorce from C. Rajesh is the fact that he left the home and had been living separately since July 2013 and that he used to offer my belongings and savings, which included my money, jewelry and insurance policies opened for my children i.e. Defendants 1 & 2, etc., as collateral for the purpose of fraudulently obtaining loans from various banks and financial institutions, without my consent.
16. I further state C. Rajesh opened a steel business on my name. During the course of this business, C. Rajesh used to sometimes force me to sign on numerous blank cheques or sometimes forge

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my signatures and these cheques were issued by him to various third parties with a fraudulent intention of not honoring his obligations to make payments due to these third parties. The said cheques were dishonored upon encashment by third parties and as a result the said third parties initiated criminal actions against me.

17. I state that C. Rajesh and I, at the intervention of family elders and other well-wishers, decided to amicably seek divorce and as such entered into a Memorandum of Understanding, dated 24.06.2015, wherein C. Rajesh, amongst other things, agreed to give permanent custody of Defendants 1 & 2 to me. On the basis of the said Memorandum of Understanding, dated 24.06.2015, the Hon'ble Family Judge, City Civil Court, at Secunderabad, passed a decree, dated 24.06.2015, allowing FCOP 261 of 2015 and dissolved my marriage with C. Rajesh in terms of the Memorandum of Understanding. I have filed the certified copy of the decree, dated 24.06.2015, passed in FCOP No. 261 of 2015, by the Hon'ble Court of the Family Judge, City Civil Court, at Secunderabad, enclosing the Memorandum of Understanding.
18. I state that C. Rajesh and I have been having strained relations and have been living separately since July 2013 and there was no direct contact with him and as such I have not met any of his acquaintances at any time, including in 2015 when the Agreement of Sale, dated 24.01.2015, was allegedly signed by me.
19. I further state that the Plaintiff has failed to provide any explanation as to whether he has taken any steps since 2010 to

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2015 to recover the hand loan that was allegedly given to me. I further state that the Agreement of Sale is a false document created solely for the purpose of creating a fictitious cause of action for instituting the present suit as the limitation period for instituting a suit for recovery of monies allegedly lent to me expired as of 2013 itself.

20. I was living separately with my children at Orange County in Gachibowli and my children were studying in Oakridge International School. I am a fashion designer and I was and continue to make living for myself from my professional expertise. My father, who was a reputed builder in Hyderabad has supported me financially at all points and I was never in need of any money as alleged by the Plaintiff.
21. I deny that I was under an obligation to obtain permission from the District Judge for selling the Suit Schedule Property belonging to the Defendants 1 & 2.
22. I state that I have not received any hand loan of Rs, 12 Lakhs from the Plaintiff and I deny that the above hand loan and the alleged Agreement of Sale was for the benefit of the Defendants 1 & 2.
23. In support of my submissions I am placing reliance on the following documents –

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S.No.	Date	Description of document
1.	24.06.2015	Certified copy of the decree passed in FCOP No. 261 of 2015, by the Hon'ble Court of the Family Judge, City Civil Court, at Secunderabad.
2.	24.06.2015	Memorandum of Understanding filed in FCOP No. 261 of 2015, by the Hon'ble Court of the Family Judge, City Civil Court, at Secunderabad,

The following documents may be marked as Ex. D3-1 to D3-2 on my behalf.

In view of the above said facts, it is submitted that the suit filed by the Plaintiff is not at all maintainable either on facts or law and the suit has been filed with a mala-fide intention to knock-away the Suit Schedule Property belonging to the Defendants 1 & 2. I submit that, in view of the above facts, there are no merits in the instant suit and the same is liable to be dismissed. It is therefore prayed, that this Hon'ble Court may be pleased to dismiss the instant suit with exemplary costs, in the interest of justice.

Date: .07.2023

Place:



Defendant No. 3

Advocate

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B. Chakradhari

...Plaintiff

AND

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..Defendants

EVIDENCE AFFIDAVIT FILED
ON BEHALF OF DEFENDANT
NO. 3

Filed on: July, 2023

Filed by:

DUVVA PAVAN KUMAR

SHRADDHA GUPTA

ADVOCATES

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