



4<sup>th</sup> November 2025

Ref No.: SUGRUHA/President/2025-26/OS-401/0004

Dear Apartment owners of South City,

Namaskar.

I am Shrikrishna Gajanan Kulkarni (B3-1303), the current President of SUGRUHA (your South City Group Housing Owners Association).

Just yesterday, the City Civil Court of Bengaluru, Room 67 passed a Decree in the case (OS-401) filed by L&T against all apartment owners and SUGRUHA (individually and collectively). Very surprisingly and unusually the decree was passed without the case being taken for trial.

At present there are a lot of inaccurate speculations and information that is being shared by some residents over social media platforms such as WhatsApp chat groups and emails.

- One key matter that is being inaccurately conveyed is that after this Court Decree, SUGRUHA has ceased to exist.
- Nothing can be farther from the truth. We explain this in the subsequent paragraphs below. Please bear with us and agree to read through patiently.

It is the duty of SUGRUHA to share the correct information in the correct context so that each of you can make an informed judgement. SUGRUHA Board members will be available to each of you for any clarifications you may wish to seek. Your apartment is your property and SUGRUHA is duty bound to protect Owners rights.

Along with this covering letter that summarizes the relevant facts for you, there is also attached a PowerPoint presentation on SUGRUHA (genesis, responsibilities and key issues). Together these two documents will give you the full picture.

### **WHAT IS IMPORTANT FOR YOU TO KNOW**

The extract of the decree passed by the Civil Court has compelled SUGRUHA to clarify certain points regarding its formation, existence and growth over the last 16 years. The Court order appears to have overlooked SUGRUHA. It may be emphasized here that SUGRUHA is a registered organization under KAOA 1972 (Registration number: JPN-4-00082/2009-10 dated 17<sup>th</sup> July 2009).

- As per the commitment in the Sale deeds executed by L&T, they were to form an Owners association. For one reason or another, they did not do so.
- Hence, from 1996 till 2009, owners had to individually approach L&T on matters related to the community and maintenance. These, appeals made by Owners were never adequately addressed by L&T.

- Due to this some members of the community approached the Courts and were asked to come as a “Representative Body of owners”.
- This eventuality resulted in the Owners coming together to form SUGRUHA which in 2009 was duly registered under KAOA 1972 as per the instructions of the lower court. Copies of duly registered Deed of Declaration filed by SUGRUHA are available in SUGRUHA office.
- SUGRUHA operates as per a set of registered Bye-laws.
- All apartment Blocks have fair representation in the SUGRUHA Board.
- Each apartment Block elects its representatives to the Board.
- The SUGRUHA Board elects a President and the Executive Committee (2 x VP, Secretary, Jt. Secy, Treasurer, Addl. Treasurer).
- To be on the Board of SUGRUHA a resident has to be a registered member of SUGRUHA.

#### What is OS-401:

It is a case filed by L&T against ALL the apartment owners in South City. Therefore:

- Plaintiff (party that initiates a lawsuit) = L&T
- Defendants (party being sued, party that has to defend against the claims of the plaintiff) = All apartment owners + SUGRUHA (individually and collectively).
- The plaint by L&T is as follows: They will not handover the Corpus and the original documents to SUGRUHA. They do not recognize SUGRUHA as a representative body of South City apartment owners.

What is an interlocutory application (IA): An IA is a formal request made to a court during the course of a lawsuit for a temporary or procedural order. The IA is used to seek temporary injunctions, stay of proceeding etc., which cannot wait until the final resolution of the lawsuit. This is an often-misused vehicle for delaying proceedings.

During the course of the last 13 years, **well over 50 Interlocutory Applications (IA), were filed by L&T** thus continuously extending the timeframe of the case. In comparison only **5 IAs** were filed by SUGRUHA. SUGRUHA's IA were specifically filed to seek relief.

#### **Illustrative instance of L&T's IA delaying the case is as below:**

1. One type of IA filed by L&T was to continuously keep changing the list of defendants. If a defendant owner, say Mr. X sold his apartment to Mr. Y, then the defendant list would require to substitute the name of Mr. X by Mr. Y. The process by which this substitution is achieved starts with L&T serving a notice to Mr. Y. By the time Mr. Y's name is reflected as a defendant in the court's documents, the delay has been achieved.

#### **Illustrative instance of SUGRUHA filing an IA is as below:**

2. IA-63, filed by SUGRUHA requested the Hon. Court to dismiss the OS-401 case. SUGRUHA's plea was that an entity like L&T that had left the South City property management more than 10 years prior had no locus standii.
  - This contention of SUGRUHA made in IA-63 (L&T has no locus standii in South City management matters), was reinforced when L&T was challenged by BBMP during the Rajakaluve issue. For this issue, the BBMP had served a notice to the SCMC (Court receiver) to respond to the charge of violation of building laws. Since the construction was completed before SCMC took over, the letter was forwarded to L&T for further action. In response L&T wrote to BBMP, that they have handed over the property and they have nothing to do with the property.

## SUGRUHA exists and is a legally recognized entity (know why)

The Hon. Court's Decree overlooks mentioning SUGRUHA. Many among us are imputing this to imply that SUGRUHA has ceased to exist. Nothing can be farther from the TRUTH. Know why:

1. In 2013 the Karnataka High Court requested L&T and SUGRUHA to seek mediation. Thus, the Karnataka HC took cognizance of the legal standing of SUGRUHA. On the request of SUGRUHA the HC ordered the formation of SCMC. It was SUGRUHA that provided the office bearers for formation of SCMC. All of whom were SUGRUHA members. The court accepted this proposal. People who became office bearers of SCMC had to be familiar with the functioning and maintenance matters of the South City estate. Thus, the Karnataka HC and L&T were fully aware of the status of SUGRUHA as an equal during the mediation process.
2. In the National Consumer Disputes Redressal Commission (NCDRC), SUGRUHA had filed a case (2013) highlighting that L&T had delivered less than what they had promised in their Sale deeds. The NCDRC cited the Supreme Court order in the case of Sobha developers. The NCDRC cited that SUGRUHA was a registered body under KAOA 1972 and hence a Consumers Disputes Redressal Commission was not the proper forum to entertain their plea.
3. It needs to be reiterated that South City Apartment Owners cannot register an Owners Association under any Act other than KAOA 1972. The Karnataka High court has repeatedly emphasized that the Societies Act and the Coop Societies Act are not applicable for Apartment complexes such as ours. They have clarified that only the KAOA 1972 is applicable for registering the Owners Association.

The Hon. Court's decree includes a phrase seeking the assistance of all the apartment Owners of South City to help L&T form an association under KAOA 1972.

- ✓ It is common knowledge that there was no Deed of Declaration (DOD) filed by L&T – a mandatory requirement to be duly registered under KAOA 1972.
- ✓ Furthermore, the land area used to calculate the Un-Divided Share (UDS) value of A-cluster and D-cluster was 22 acres, and this is different from what was used for B-cluster and C-cluster, which was 34 acres.
- ✓ Due to this the sum of the UDS values of all apartments in South City do not add up to 100%.
- ✓ Hence, at this stage of the proceedings it would be extremely difficult to convince every apartment owner into assisting L&T in forming another Owners Association. Even if one owner were to renege the entire process would fail.
- ✓ Further, residents with different sale deeds defining the total area of the complex will certainly have a right to demand a fair approach to this problem.


A copy of the Decree as uploaded on the Hon. Court's website is given below for your ready reference. The certified copy of the judgement, once received will also be made available to you.

Daily Status	
Business:	Judgment pronounced vide separate judgment with following operative portions: ORDER: The suit filed by the plaintiff is decreed in part, the defendant No.1, 6 to 2086 are directed to join and assist the plaintiff in conduct of fair and free election of representatives from each of the apartment blocks and to elect amongst such representatives the office bearers of the intended body corporate/Association so as to facilitate the plaintiff to transfer the management, maintenance and administration of the South City Complex for self governance by way of mandatory injunction. The suit of the plaintiff is dismissed in so far as the permanent injunction to restrain the defendants from meddling or interfering with the maintenance and administration of the South City Complex. There shall be separate enquiry in so far as accounts is concerned. Having regard to the facts and circumstances of this case I direct both the parties to bear their own costs. Draw decree accordingly.
Nature of Disposal:	DECREED
Disposal Date:	03-11-2025

It is our sincere request not to fall prey to misinformation and UNT RUTH. Your concerns are valid. You should feel reassured that the principal stand of SUGRUHA is based on a foundation of TRUTH. Such a stance sits easy on our collective conscience because the TRUTH cannot be changed. Please do not hesitate to reach into anyone of the SUGRUHA Board members for clarification.

With my regards and pranams, I remain,

Yours very sincerely,

A handwritten signature in black ink, appearing to read 'Shrikrishna G. Kulkarni'.

(Shrikrishna G. Kulkarni)

On behalf of SUGRUHA

President SUGRUHA

The importance of a representative body

SUGRUHA - SOUTH CITY

## SUGRUHA – genesis



- As per the commitment in the Sale deeds executed by L&T, they were to form an Owners association. For one reason or another, they did not do so.
- Hence, from 1996 till 2009, owners had to individually approach L&T on matters related to the community and maintenance. These, appeals made by Owners were never adequately addressed by L&T.
- Due to this some members of the community approached the Courts and were asked to come as a “Representative Body of residents”.

# SUGRUHA – genesis (ctd)



➤ This eventuality resulted in the Owners coming together to form SUGRUHA which in 2009 was duly registered under KAOA 1972. Copies of duly registered Deed of Declaration are available in SUGRUHA office.

- SUGRUHA operates as per a set of registered Bye-laws
- All apartment Blocks have fair representation in the SUGRUHA Board.
- Each apartment Block elects its representatives to the Board.
- The SUGRUHA Board elects a President and the Executive Committee (2 x VP, Secretary, Jt. Secy, Treasurer, Jt. Treasurer).
- To be on the Board of SUGRUHA a resident has to be a registered member of SUGRUHA.

➤ Curiously, the Owners Association as proposed by L&T in 2002 had the following structure for the APEX decision making Board:

- Two members from L&T – Developer
- One representative from M/s Ranka – Developer
- Two members chosen from residents of 18 apartment blocks – Resident owners.
- The three members representing the Developers had VETO powers.
- Document available on SUGRUHA website – (Please refer PAGE 9 of Document [L&T Proposed Bye Laws](#))

# SUGRUHA – ROLE



- SUGRUHA is a legal entity formed in 2009, that adheres to the Karnataka Apartment Ownership Act 1972.
- Since inception it is the inspiration & collaborator behind every initiative that benefits all the residents of South City.
  - 2009 – 2014: SUGRUHA represented the voice of the Residents' (owners & tenants) with L&T.
  - 2014 – Till date: SUGRUHA, in close cooperation and collaboration with SCMC has ensured that all initiatives that are planned are also continuously improved and executed to benefit the Residents of South City.
  - Examples: The STP treated water project; GAIL piped Gas Project (WIP); Rooftop solar project; door to door garbage collection; community cultural activities; etc. were all achieved with active collaboration and cooperation between SUGRUHA and SCMC.
- SUGRUHA continues to defend owners' rights (irrespective of NEW OR OLD) in the South City community.
- SUGRUHA also manages the Civic Amenities (CA-2) site as also the Mango Park across the road from Gate-2
- As a key stakeholder, SUGRUHA represents South City community in the Bangalore Apartment Owners Association.



# SUGRUHA – ROLE

₹2.97

L&T's MMC (June 2013)

Per sq ft monthly when L&T managed maintenance

₹2.32

First SCMC MMC On taking over

22% reduction from L&T rates, saving ₹20L monthly

₹3.95

Current MMC

Only 4.53% average annual increase over 12 years

₹6.5Cr

Annual Savings

Cumulative impact of excellent management per year

The current maintenance charge of ₹3.95/sq ft represents exceptional value. This includes all expenses for new community benefit projects while maintaining significantly lower costs than L&T's projections.

As a representative body – SUGRUHA – protecting community rights

- SUGRUHA. successfully CHALLENGED ENCROACHERS (unlawful occupation) in the Mango Park.
  - L&T was then instructed by the High Court to develop the Mango Park, which they completed.
  - SUGRUHA thereafter signed an MOU with BBMP to maintain the Park for South City and the local community.
- SUGRUHA successfully defended the exclusive use by residents of South City of the CA-2 site as a playground and for community events.
- SUGRUHA successfully contested Mr. Ranka's attempt to construct a multi-storey apartment complex in place of the BUNGALOW.
  - BDA has formally written to Mr. Ranka asking him to obtain a NOC from ALL South City apartment owners before any further construction.
  - In fact, L&T has paid ₹3 crores to Mr. Ranka out of the deposit money of South City owners. This was paid to secure the rights to use the unutilized FSA from the Bungalow land – in South City construction.

As a representative body – SUGRUHA – protecting community rights

- SUGRUHA has ensured that the threatened demolition of B1~B10 boundary wall (Western boundary) for restoring the alleged RAJAKALUVE cannot proceed further without a fresh Land Survey with due notice to SUGRUHA.
  - The land survey has to cover the entire course of the Rajakaluve from its source until terminal point.
- SUGRUHA was instrumental in getting SCMC appointed as a receiver for managing our South City complex.
- SUGRUHA's efforts have yielded a harmonious community life in spite of Legal disputes and overwhelming challenges like COVID, which were deftly handled.

**SUGRUHA REPRESENTS THE POWER OF MUTUAL TRUST OF THE ENTIRE COMMUNITY**

## So, what is SCMC?



- SCMC (South City Maintenance Committee): Took over in July 2013.
- SCMC was appointed by the Court to manage South City as L&T wanted to leave without a handover of our original property documents and Corpus Fund.
  - Amount of Corpus (principal) not handed over = ₹18.9 crores (approx.)
  - Interest accumulated on the above principal to date is additional.
- SUGRUHA cooperates and collaborates with SCMC in every sphere of activity.
  - Examples: Working Group Convenors from SUGURHA for Housekeeping, Security, Cultural, Legal, Landscaping, Sports, IT & Communications, GAIL project etc.

**SUGRUHA and SCMC together serve the community for its needs.**

## HYPOTHETICAL SITUATION: WHAT IF THERE IS NO SUGRUHA

- Without a representative body, owners will lose their ONLY voice.
  - All govt agencies and courts ask for a representative body if they have to be approached.
- As demonstrated, developers would create divisive structures like APEX bodies which they can dominate to exploit owners. Example:
  - L&T had proposed an APEX body with 5 members – with 3 members representing L&T and Ranka and only 2 representatives representing owners from 18 towers and 1998 apartments.
  - The above 3 members of developers had VETO powers in the APEX body.
  - L&T PROPOSED BYE LAWS 2002
- Hence SUGRUHA as a representative Owners Association is necessary.

# Un-divided Share of land (UDS)

## ➤ Un-Divided Share of land:

- Un-Divided Share of Land (UDS):
  - ❖  $\text{UDS in \%} = (\text{Super built-up area, SBA}) \times (\text{Total land area}) / (\text{Total super built-up area})$
  - ❖ The sale deeds of 1998 apartments record each UDS, and these add up to 66% and not 100%.
  - ❖ This is because the land area used to calculate UDS for different apartments sold at different points of time is different – due to land relinquishment by the Developers (without informing buyers).

## ➤ Why does UDS matter:

- All common area property rights and benefits of the owner in a community are in proportion to their UDS.
- An owner's share in maintenance cost should be in proportion to their UDS.
- Therefore, if the UDS does not add-up to 100, the following challenges arise:
  - ❖ Who will pay the balance of the common costs?
  - ❖ Who will benefit from the balance common property rights?
- Example (present scenario):
  - ❖ Total super built-up area (TSBA) = 3.15 million sq ft.
  - ❖ 100% of maintenance cost is distributed per apartment in proportion =  $(\text{SBA} / \text{TSBA})$ .
  - ❖ If it is distributed as per UDS share, then total maintenance cost (TMC) will be divided by presently available land area = 22 acres.
  - ❖ Maintenance charged to an apartment will be =  $(\text{UDS} \times \text{TMC}) / 22 \text{ acres}$
  - ❖ Older apartment owners will be paying more than their fair share and newer apartment owners will be paying less than their fair share of the maintenance costs.

## Monthly maintenance charged as per UDS an example

- Total maintenance cost in September 2025 (approx.) = ₹125 lakhs
- Maintenance Cost for Sept 2025 (allocated over 22 acres) =  $\text{₹}1,25,00,000 / 9,58,320 = \text{₹}13.044 / \text{sq ft.}$
- Maintenance Cost for Sept 2025 (allocated TSBA) =  $\text{₹}1,25,00,000 / 31,50,000 = \text{₹}3.97 / \text{sq ft.}$

Example	B Block apartment with 2060 sft	D Block apartment with 1748 sft	Conclusion
% Share of land as per sale deed	0.0445%	0.0294%	Violation as per KAOA. Must be equitable
Total SFT as per sale deed	669.5 sft	436.24 sft	Inequitable distribution
Current Maintenance as per SFT	$2060 \times 3.97 = 8179 + \text{GST as applicable}$	$1748 \times 3.97 = 6940 + \text{GST as applicable}$	Equality maintained
Maintenance as per UDS	$669.5 \times 13.044 = 8733 + \text{GST as applicable}$	$436.24 \times 13.044 = 5690 + \text{GST as applicable}$	Inequitable distribution. Violates KAOA Section 10

# KEY ISSUES – THAT NEED RESOLUTION

➤ UDS does not add up to 100%.

➤ Land Relinquishment:

- Developers (L&T and Ranka) first relinquished land.
- After relinquishment they sold the same land to us. Our sale deeds record these sales.
- Selling of land that did not in the first place belong to Ranka and L&T was therefore illegal.

➤ Association/Unity:

- L&T is advocating 18 associations. One per each of the 18 blocks.
- Such a move will shatter our unity and keep us perpetually fighting inter-block issues.
- It would strip the community of all its strengths. This will also severely and adversely impact our property re-sale prices.



YEAR	EVENT
1996	Mr. Ranka Relinquished 8.75 acre of land before the project commenced BUT sold the land under UDS.
2006	Second relinquishment of ADDITIONAL 2.77 acres, without the knowledge of owners. Total Relinquished land : 33% against BDA requirement of MAX 25%.
2009	SUGRUHA formed
2010-2011	L&T unofficially commences withdrawal from South City
2012	L&T Files OS-401 against SUGURHA and ALL OWNERS OF SOUTH CITY. L&T pushes for “DECREE” by Court and seeks 18 block associations, after the demolition of South City Eastern WALL (wall running along the side where we have Food Choice etc). TRIAL OF THE CASE YET TO COMMENCE
2013	On SUGRUHA plea the Court orders formation of SCMC by Owners of South City. L&T leaves without a handover. Corpus withheld 1 <sup>st</sup> mediation effort on the instance of the Court fails. After agreeing to a draft, before signing, L&T suddenly wanted to insert phrases that could have completely taken away owners rights.
2018	2 <sup>nd</sup> mediation failed
2021	Third mediation failed – L&Ts intent to resolve the matters remained very unclear.
2024	SUGRUHA BOARD insists on TRIAL of the OS-401. All cases (including claim on 2.77 acres relinquished unlawfully vide OS-8235) withdrawn to focus on resolution of OS-401.
2025	Since November of 2024 – till date: 34 hearings. L&T used 21 hearings out of that to delay proceeds by seeking time for further submissions. SUGRUHA insists on expeditious TRIAL.

# IMPORTANT FACTS

➤ L&T has

- Suppressed and misrepresented facts - did not inform relinquishment before selling
- Engaged in Breach of Trust – before, while and after filing OS-401 in 2012
- Committed violations of Law – selling already relinquished land to OWNERS and additional land relinquishment without informing Owners and obtaining consent from Owners

# IMPORTANT FACTS

## ➤ Important Legal aspects:

- While SUGRUHA argues that OS-401 should proceed to a trial, so that legally evidence can be placed and arguments made using evidence.
- Very unusually, L&T is seeking a DECREE from the courts even without a trial.
- A trial is the legal process where evidence is presented and arguments are made, while a decree is the final, formal order issued by a court that resolves a case, often based on the judgment made after a trial
- Corpus Fund: L&T is withholding transfer of the corpus fund paid by owners under the pretext that the case OS-401, filed in 2012 still remains unresolved.

We hope this presentation  
helped you understand the role  
and need for SUGRUHA.

Hon. Court's Decree dated 3<sup>rd</sup> Nov 2025  
(addressed in our covering letter)

THANK YOU VERY MUCH.