

IN THE CIRCUIT COURT OF PULASKI COUNTY, MISSOURI

TRIRASU GROUP, LLC, )

Plaintiff, )

Case No. )

SHIBA PROP LIMITED LIABILITY )  
COMPANY, LLC, )

SINGH CONSTRUCTION COMPANY, )  
LLC, )

and )

KAMALJIT SINGH, )

Defendants. )

**PETITION FOR PARTITION, QUIET TITLE AND DECLARATORY JUDGMENT**

Plaintiff Trirasu Group, LLC ("**Plaintiff**"), for Plaintiff's Petition for Partition, Quiet Title and Declaratory Judgment, alleges:

**PARTIES**

1. Plaintiff is a Nebraska organized limited liability company; its members at all relevant times have been Rajeev Doddapaneni, Pratap Reddy Syamala Raja, Suneel Kumar Doddapaneni, Rambabu Kallepalli, Sunil Kumar Mamilla and Suresh Maram; and it has the capacity to contract and sue.

2. Defendant Shiba Prop Limited Liability Company, LLC ("**Defendant Shiba**") is a Nebraska organized limited liability company; based on information and belief its members are Amogh Karney, Anand Karney and Sudha Karney; it is registered to do business in Missouri; it has the capacity to contract and to sued; and it can be served with process at: Registered Agent, SBLSG Registered Agent, Inc., 2323 Grand Blvd., Ste. 1000, Kansas City, Missouri 64108.

3. Defendant Singh Construction Company, LLC ("**Defendant Singh Construction**"), is a Montana limited liability company; it is not registered to do business in Missouri; at all relevant times it had the capacity to contract and to be sued; it was involuntarily dissolved in 2024; and it can be served through its Registered Agent at Business Tech Corporate Services, LLC, 55 W. 14<sup>th</sup> Street, Ste. 101, Helena, Montana 59601.

4. Defendant Kamaljit Singh ("**Defendant Mr. Singh**") is a Kansas resident and may be served with process at 9316 Sunray Dr. Lenexa, KS 66226.

5. Jurisdiction and venue are appropriate before the Court because the real property at issue is located in this county, the ownership of real property in this county subjects any such defendant to the personal jurisdiction of the Court and R.S.Mo. 528.040 requires that partition actions be filed in the county where the real property is located.

### FACTS COMMON TO ALL COUNTS

6. The real property at issue in this case, and that is to be sold, is legally and commonly described as:

The Land referred to herein below is situated in the County of Pulaski, State of Missouri, and is described as follows:

ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND ALL THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 23, TOWNSHIP 36 NORTH, RANGE 11 WEST OF 5TH P. M. DESCRIBED AS FOLLOWS BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SOUTHEAST QUARTER; THENCE NORTH 89° 44' EAST 239.1 FEET ALONG THE NORTH LINE OF LAST SAID FORTY; THENCE SOUTH 39° 57' WEST 158.21 FEET THENCE SOUTH 35° 43' EAST 107.5 FEET TO THE NORTH RIGHT-OF-WAY LINE OF OLD HIGHWAY #66; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A CURVE WITH A RADIUS OF 774.02 FEET, A DISTANCE OF 56.85 FEET TO CENTER LINE OF STATION 319+00.0 AND SOUTH 40° 36' EAST 5.0 FEET AND IN A SOUTHWESTERLY DIRECTION ALONG A CURVE WITH A RADIUS OF 779.02 FEET, A DISTANCE OF 384.46 FEET TO THE P.C. OF SAID CURVE AT CENTER LINE STATION 314+95.8 AND SOUTH 81° 01' WEST 473.34 FEET, ALL ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID OLD HIGHWAY #66 TO THE EAST RIGHT-OF-WAY LINE OF U.S. INTERSTATE HIGHWAY #44 (ALSO KNOWN AS NEW HIGHWAY #66) AT STATION 1183+63.8 OF THE PRESENT WEST BOUND LANE OF LAST SAID HIGHWAY; THENCE NORTH 0° 52' WEST 148.9 FEET AND NORTH 46° 11' EAST 486.36 FEET TO A RIGHT-OF-WAY MARKER AT STATION 1187+00 AND NORTH 63° 01' EAST 210.2 FEET TO A RIGHT-OF-WAY MARKER AND NORTH 51° 29' EAST 152.9, FEET, ALL ALONG SAID EAST RIGHT-OF-WAY LINE TO THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE EAST LINE OF SAID SOUTHWEST QUARTER OF NORTHEAST QUARTER, THENCE SOUTH 0° 53' EAST 201.85 FEET ALONG THE EAST LINE OF LAST SAID FORTY TO THE POINT OF BEGINNING. DESCRIPTION PER SURVEY (S-733) MADE BY ROBERT L. ELGIN UNDER DATE OF FEBRUARY 15, 1968.

The Real Property or its address is commonly known as 14275 HWY Z, ST ROBERTS, MO 65584.  
The Real Property tax identification number is 10-6.0-23-000-000-026-000.

(the "Property"), it is a multi-family dwelling and located in Pulaski County, Missouri.

7. Plaintiff has an ownership interest in the Property. See **Exhibit A** (Elite Land Title LLC 3/21/25 Letter Report), **Exhibit B** (2020 Deed of Trust) and **Exhibit C** (The Note Secured by the Deed of Trust).

8. Defendant Shiba has a purported 50 percent ownership interest in the Property. See **Exhibit A** (Elite Land Title LLC 3/21/25 Letter Report) and **Exhibit C** (The Note Secured by the Deed of Trust).

9. Defendant Singh Construction has a purported shared 25 percent ownership in the Property with Defendant Mr. Singh. See **Exhibit D** (Memo of 25 Percent Ownership).

10. Defendant Mr. Singh has a purported shared 25 percent ownership interest in the Property with Defendant Singh Construction. See **Exhibit D** (Memo of 25 Percent Ownership).

11. The Property was damaged by fire on February 14, 2021. See **Exhibit E** (Insurance Claim Information).

12. Defendant Shiba has collected at least \$279,000 in insurance proceeds, it has failed to use such funds to repair the Property or to pay down the debt secured by the Property nor has it distributed any portion of such insurance funds to Plaintiff.

13. Plaintiff has continued to make payments on the Note to protect the Property from foreclosure with no assistance from Defendants.

14. Additionally, Plaintiff has solely paid the various expenses on the Property from 2023 forward in excess of \$67,479.54.

**COUNT I (Reformation)**

15. Plaintiff adopts and incorporates herein by reference all prior paragraphs of its Petition as though fully set forth herein.

16. As set forth above, upon information and belief, due to a mutual mistake, the 2020 Deed and Plaintiff's Mortgage were prepared, executed, delivered and accepted for recording with the Incorrect Percent Ownership Interests in the Property, rather than with the Correct Percent Ownership Interests in the Property, as originally intended.

17. The Correct Percent Ownership Interests in the Property are a 75 percent ownership interest for Plaintiff and, a 25 percent ownership interest for Defendant Shiba.

18. Upon information and belief, it was the intent of the parties to the 2020 Deed and Plaintiff's Mortgage, that the 2020 Deed and Plaintiff's Mortgage be prepared, executed and delivered and recorded without the Incorrect Percent Ownership Interests in the Property, but instead with the Correct Percent Ownership Interests.

19. Upon information and belief, the 2020 Deed and Plaintiff's Mortgage as entered into, executed, accepted, and recorded did not express the mutual intent of the parties thereto, but rather, upon information and belief, were mistakenly entered into, executed, accepted, and recorded with the Incorrect Percent Ownership Interests, under a material mutual mistake of fact as to the ownership interests in the property, which mutual mistake was unknown to and/or undetected by the parties at the time the 2020 Deed and Plaintiff's Mortgage were entered into, executed, accepted and recorded, and was not discovered by Plaintiff until just prior to the filing of this Petition.

20. Plaintiff has no adequate remedy at law.

WHEREFORE, Plaintiff prays this Court for a Judgment, Order and Decree reforming the 2020 Deed and Plaintiff's Mortgage; to replace the Incorrect Percent Ownership Interests in the

Property with the Correct Percent Ownership Interests in the Property; for an Order and Decree declaring that the 2020 Deed validly conveyed an interest in the Property, and for such other relief as this Court deems just and equitable.

**COUNT II (Partition)**

21. Plaintiff incorporates by reference all allegations set forth in this Petition as if fully restated here.

22. Missouri's statutory scheme for partition is set forth in R.S.Mo. 528.010 - 750.

23. Plaintiff has an interest in the Property of up to 100 percent and remains obligated on a promissory note (secured by the Property) to make loan payments and has continued to make such loan payments to prevent the Property from being foreclosed on.

24. Defendant Shiba has a purported interest in the Property and remains obligated on a promissory note (secured by the Property) to make loan payments but such defendant has failed to make loan payments due under the note and it has failed to use the insurance proceeds to repair the Property, has failed to contribute to the day-to-day management of the Property, to make additional financial contributions to the Property, pay-down the debt secured by the Property and it has failed to distribute any portion of such insurance funds to Plaintiff.

25. Defendant Singh Construction and Defendant Mr. Singh have a purported shared 25 percent ownership in the Property (see **Exhibit D** (Memo of 25 Percent Ownership)) but such interest is tenuous and legally unclear.

26. The Property should be partitioned and sold because, by virtue of the 2021 fire and the failure to use the insurance proceeds to repair the Property or to pay-down the debt it secures, the Property is no longer economically feasible to operate.

27. Regarding the sale proceeds from such partition and sale, proceeds should first be made to Plaintiff for all carrying costs and expenses it has incurred since the 2021 fire (i.e. debt payments, maintenance, taxes, etc.), any amount to be paid to Defendant Shiba (if any) should first be reduced by the amount of the insurance proceeds that it received and any remaining funds should be distributed as the Court determines just. See *Hoeper v. Liley*, 527 S.W.3d 151, 164 (Mo.App.W.D. 2017).

WHEREFORE Plaintiff respectfully requests that the Court grant judgment to Partition and sell the Property, that the proceeds from such sale be paid to Plaintiff, that Plaintiff be awarded its attorneys' fees and costs as provided by R.S.Mo. 528.530, contract and law and for such other relief as the Court deems just.

### COUNT III (Quiet Title)

28. Plaintiff incorporates by reference all allegations set forth in this Petition as if fully restated here.

29. Missouri's statutory scheme for quiet title is set forth in R.S.Mo. 527.150:

**1. Any person claiming any title, estate or interest in real property, whether the same be legal or equitable, certain or contingent, present or in reversion, or remainder, whether in possession or not, may institute an action against any person or persons having or claiming to have any title, estate or interest in such property, whether in possession or not, to ascertain and determine the estate, title and interest of said parties, respectively, in such real estate, and to define and adjudge by its judgment or decree the title, estate and interest of the parties severally in and to such real property.**

**2. And upon the trial of such cause, if same be asked for in the pleadings of either party, the court may hear and finally determine any and all rights, claims, interest, liens and demands, whatsoever of the parties, or of any one of them, concerning or affecting said real property, and may award full and complete relief, whether legal or equitable, to the several parties, and to each of them, as fully and with the same force and effect as the court might or could in any other or different action brought by the parties, or any one of them, to enforce any such right, claim, interest, lien or demand, and the judgment or decree of the court when so rendered shall be as effectual**

between the parties thereto as if rendered in any other, different or separate action prosecuted therefor.

*Id.* (emphasis added).

30. Plaintiff has an ownership interest in the Property that takes priority over any defendants' interest in the Property.

31. Defendant Shiba has a purported interest in the Property and any such interest should be reduced based upon the payment of insurance proceeds regarding the Property to defendant and defendant's failure to contribute to making payments on the promissory note secured by the Property as well as defendant's failure to contribute for taxes, operation and maintenance regarding the Property.

32. Defendant Singh Construction and Defendant Mr. Singh have a purported shared 25 percent ownership in the Property but such interest is tenuous and legally unclear and, absent proof of such interest, should be adjudged to have no interest in the Property.

WHEREFORE Plaintiff requests judgment for it and against Defendants quieting title to the Property to Plaintiff, extinguishing all of Defendants' interests in the Property and for such other relief as the Court deems just.

#### **COUNT IV (Declaratory Judgment)**

33. Plaintiff incorporates by reference all allegations set forth in this Petition as if fully restated here.

34. R.S.Mo. 527.010 empowers the Court to enter declaratory judgments.

35. There is a justiciable controversy as to the ownership interests of Plaintiff Defendant Shiba, Defendant Singh Construction and Defendant Mr. Singh in the Property because each such defendant claims interests in the Property that necessarily conflicts with Plaintiff's ownership interest.

36. Plaintiff's ownership interest in the Property is a legally protectable interest.

37. The parties' respective and competing ownership interests in the Property is ripe for judicial decision because the Property is subject to a count for partition that requires that the respective ownership interests in the Property be adjudicated.

38. Plaintiff has the right to recover its attorneys' fees to the extent that defendants have committed intentional misconduct. *See Incline Vill. Bd. of Trs. v. Edler*, 592 S.W.3d 334, 341 (Mo. 2019) (The trustees are correct that section 527.100 permits the recovery of costs in declaratory judgment actions. While those costs do not automatically include attorney's fees, a court has discretion to award such fees as costs if "special circumstances" are shown) and R.S.Mo. 527.100.

WHEREFORE Plaintiff requests judgment for it and against Defendants declaring that Plaintiff owns the Property, extinguishing all of defendants' interests in the Property, awarding Plaintiff its costs (including attorneys' fees if the Court determines that defendants have committed intentional misconduct) and for other relief that the Court deems just.

Respectfully submitted by,

STINSON LLP

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**ATTORNEYS FOR PLAINTIFF  
TRIRASU GROUP, LLC,**

COUNTY OF Douglas )

STATE OF NE )

**VERIFICATION**

I, Rambabu Kallepalli, am a member of Trirasu Group, LLC, first being duly sworn, hereby state that I have personal knowledge of the statement and facts in the above Verified Petition and that such statements and facts are true and accurate to the best of my knowledge and belief.

Rambabu Kallepalli  
[NAME]

Subscribed and sworn before me this 23 day of May, 2025.

State of Nebraska - General Notary  
ELIZABETH PULLEN  
My Commission Expires  
July 19, 2026

Elizabeth Pullen  
Notary Public

My commission expires: 7-19-2026