

IN THE COURT OF THE III SENIOR CIVIL JUDGE
CITY CIVIL COURT AT: SECUNDERABAD

O.S.No. of 2008

Between:

M/s. SUMMIT BUILDERS, a partnership firm
having its registered office at
5-4-187/3 & 4, IIIrd Floor, Soham Mansion,
M.G. Road, Secunderabad - 500 003,
Rep. by its Partner Sri Soham Modi
S/o Sri Satish Modi, aged 38 years.

... PLAINTIFF

AND

Ashish
ASHOK ARORA S/o Vinod Arora
Aged 25 years, occ: Software Engineer
R/o 211, Sai Durga Gardens, HMT Nagar,
Nacharam, Hyderabad - 500 076.

... DEFENDANT

PLAINT FILED UNDER SECTION 26 OF C.P.C.
FOR RECOVERY OF RS.1,10,980/-

I. DESCRIPTION OF THE PLAINTIFF:

M/s. SUMMIT BUILDERS, a partnership firm, having its registered office at 5-4-187/3 & 4, IIIrd Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003, Rep. by its Partner Sri Soham Modi S/o Sri Satish Modi, aged 38 years.

The address for the purpose of the service of summons and notices etc., is that of its counsels Sri. C. BALA GOPAL, Smt. AMEERUNNISA BEGUM, K. VIJAYA SARADHI, C.V.CHANDRAMOULI & Y.BIXAPATHY, ADVOCATES having their office at Flat No.103, Harivillu Apartments, Road No.11, West Marredpally, Secunderabad - 26.

II. DESCRIPTION OF THE DEFENDANT:

Ashish
ASHOK ARORA S/o Vinod Arora, aged 25 years, occ: Software Engineer, R/o 211, Sai Durga Gardens, HMT Nagar, Nacharam, Hyderabad - 500 076.

The address of the Defendant for the purpose of service of all summons, notices etc., is the same as stated above.

III. FACTS OF THE CASE:

1. The Plaintiff is a partnership firm, having its registered office at 5-4-187/3 & 4, IIIrd Floor, Soham Mansion, M.G. Road, Secunderabad represented by its Partner Sri Soham Modi and as such he is entitled to represent the plaintiff firm.
2. The plaintiff is carrying on the business of construction of residential buildings. The Plaintiff as a Builder constructed one such building known as "Silver Oak Apartments" situated at Survey Nos.290, Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District. The Defendant entered in Agreement of Sale on 19th June 2006 and agreed to purchase a flat No.507 on the fifth floor, admeasuring 775 Sq.ft., of super built up area together with proportionate undivided share of land to the extent of 38.75 Sq.yards including a parking space for car and two wheeler bearing No.13 and 103 respectively in "Silver Oak Apartments" situated at Survey Nos.290, Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District for a total sale consideration of Rs.7,10,000/- and as per the Agreement the Defendant has to pay the other expenses such as VAT, Service Tax and Stamp duty for registration which comes to a total of Rs.83,784/-. Thus the total sale consideration including other expenses to a total of Rs.7,93,784/-. The total consideration for the above said flat is Rs.7,93,784/- including the sale consideration for the apartment cost of special features and fittings amenities and other expenses. Out of the above said amount, the Defendant paid a sum of Rs.7,05,000/- and promised to pay the balance of Rs.88,784/- in due course. The Plaintiff submits at the request of the Defendant and in bonafide belief in the Defendant's promise the Plaintiff executed a Sale Deed dated 23.09.2006 which was duly registered in S.R.O. Uppal as document No.17046 of 2006. A copy of the Booking Form, Agreement of Sale and the Sale Deeds are filed herewith and marked as document No.1, 2 and 3.
3. Subsequently, in respect of the amount due the Defendant issued a cheque bearing No.661678 20.09.2007 for Rs.55000/- drawn on THE HONGKONG AND SHANGHAI BANKING CORPORATION, Banjara Hills,

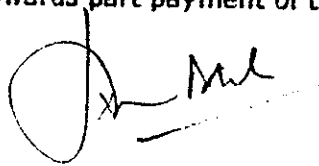


Hyderabad with a promise to pay the balance sum of Rs.33,784/- in a short while. The Plaintiff presented the said cheque with its banker HDFC Bank at Secunderabad but the same was dishonoured with an endorsement "payment stopped by the drawer". The Plaintiff immediately contacted the Defendant and informed about the dishonour of the cheque and demanded for the payment. The Defendant promised to clear the entire above said amount of Rs.83,784/- with interest from 23.09.2006 but failed to keep up his promise. In bonafide belief, the Plaintiff has not taken steps under Section 138 of N.I. Act for recovery of the cheque amount as the Defendant has paid major amount of the total sale consideration leaving a balance amount of Rs.88,784/-. The Plaintiff is herewith filing the cheque and the return memo of the Bank and the same are marked as document No.4 and 5.

4. The Plaintiff through their counsel got issued a notice dated 28.09.2007 demanding the amounts due but the Defendant refused to receive the notice. Therefore the Plaintiff is constrained to file this suit for recovery of the amount due from the Defendant. The Plaintiff is filing the legal notice and returned cover and the same are marked as document Nos.6 and 7.
5. The Defendant is now due a sum of Rs.88,784/- towards principal amount and further sum of Rs.22,196/- towards interest accrued from 23.09.2006 @ 12% p.a. till 23.10.2008 aggregating to Rs.1,10,980/-. Hence this suit.
5. The plaintiff has not filed any suit in any court of law for the relief prayed hereunder:

IV. CAUSE OF ACTION:

The cause of action for the suit arose on 15.05.2006 the date of booking of flat by the Defendant, on 23.09.2006 when the Sale Deed for flat was executed by the Plaintiff and on 20.09.2007 the date of cheque issued by the Defendant towards part payment of the dues and



: 4 :

on 22.09.2007 the date of dishonour of the cheque, and on 28.09.2007 the date of the notice and on all subsequent dates when the amounts remain unpaid.

V. JURISDICTION:

The transaction took place at the registered office of the Plaintiff situated at Soham Mansion, M.G.Road, Secunderabad and the cheque presented at HDFC Bank, Secunderabad, within the local limits of this Hon'ble Court. Hence this Court has got territorial jurisdiction to try this suit.

VI. COURT FEE:

The suit is valued for the purpose of Court fee and jurisdiction is at Rs.1,10,980/-. The plaintiff is herewith paying a court fee of Rs. 3,626/- payable under Article: 1 B & C of the A.P.C.F and S.V. Act.

VII. PRAYER:

It is, therefore, prayed that this Hon'ble Court may be pleased to pass a judgment and a decree in favour of the Plaintiff and against the Defendants as follows:

- a. To grant a decree for recovery of Rs.1,10,980/- directing the Defendant to pay the outstanding amount to Plaintiff together with interest @ 18% p.a. from the date of suit till realization;
- b. To award costs of the suit and
- c. To Pass such other order or orders as this Hon'ble court deems fit and proper in the interest of justice.

COUNSEL FOR PLAINTIFF

SECUNDERABAD
5-11-2008


PLAINTIFF

VERIFICATION

I, Soham Modi S/o Sri Satish Modi, the Partner of the Plaintiff Company, do hereby state that the facts mentioned above is true and correct to the best of knowledge and belief. Hence verified.

SECUNDERABAD
5-11-2008


PLAINTIFF

LIST OF DOCUMENTS

Sl.No.	Date	Documents
1.	15.5.2006	Copy of Booking Form
2.	19.6.2006	Copy of Agreement of Sale
3.	23.09.2006	Copy of Sale Deed
4.	20.09.2007	Original Cheque by Defendant
5.	22.09.2007	Original Return Memo
6.	28.09.2007	copy of Legal Notice
7.	3.10.2007	Returned postal cover

Date: 5-11-2008
SECUNDERABAD

COUNSEL FOR PLAINTIFF

IN THE COURT OF THE III
SENIOR CIVIL JUDGE
CITY CIVIL COURT
AT SECUNDERABAD

O.S.No. of 2008

Between:

SUMMIT BUILDERS .. Plaintiff

AND

~~ASHOK~~ ARORA .. Defendants
Ashok

PLAINT

FILED UNDER SECTION 26
C.P.C. FOR RECOVERY OF
MONEY

Filed on: .11.2008

Filed by:

SHRI. C. BALAGOPAL
Advocate

103, Harivillu Apartments,
West Marredpally,
Secunderabad.
Phone No.64570512