

IN THE COURT OF THE HON'BLE Hnd ADDL SENIOR CIVIL JUDGE  
RANGA REDDY DIST  
AT: L.B.NAGAR

O.S.No. 1223 of 2007

BETWEEN:

Sh. G. Bala Krishna

Plaintiff

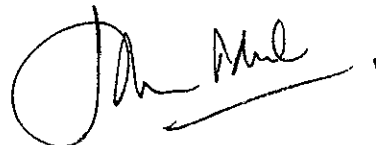
And

M/s. Summit Builders

Defendant

WRITTEN STATEMENT ON BEHALF OF THE DEFENDANT

1. It is respectfully submitted that the suit as filed by the plaintiff is not maintainable either in law or on facts and is liable to be dismissed in limine. The defendant denies the adverse allegations contained in the plaint except those which are specifically admitted herein.
2. With regard to paras 1 and 2 of the plaint and do not call for any reply.
3. With regard to para no.3, of the plaint it is true as far as the description and other details of the Flat No.213, Silver Oak Apartments, but it is not true to say that there was any oral agreement dated 31-08-2006. The respondent submits that it does not have the practice of entering into any oral agreements. It is true that the plaintiff has paid a sum of Rs.60,000/- but it is not true to say that it was agreed that the balance amount could be paid at the time of registration.



4. In reply to para no.4 of the plaint it is not true to say that the defendant has promised to execute the sale deed whenever the petitioner makes payment after the completion of the flat. It is true to say that on 31-08-2006 the date on which the plaintiff paid a booking amount of Rs. 10,000/- it was indicated to him that the cost of the flat would be Rs. 7,25,000/- exclusive of registration and other charges. The defendant submits that at the time of booking the plaintiff was informed about the payment schedule before any formal agreement is executed by the defendant. It is only as a part of this payment schedule the plaintiff had paid Rs. 50,000/- on 17.10.2006 but it is not true to say that the defendant was in dire financial need for completing the project. In fact it is not true to say that the plaintiff did not sign the agreement dated 18.10.2006. The defendant submits that the agreement of sale dated 18-10-2006 in favour of the plaintiff has been signed by one G. CHANDRA KALA. The defendant is not aware of any such person. It is also not true to say that the defendant has informed the petitioner that he can use the agreement of sale as collateral.

5. In reply to para no.5, it is not true to say that the plaintiff is ready and willing to perform his part of the contract and it is also not true to say that that the notice dated 12.03.2007 issued by the plaintiff's counsel was not replied. In fact a reply was sent by the defendant's counsel on 31-03-2007 vide registered post. This defendant denies that any D.D. was prepared by the plaintiff for want of personal knowledge.



6. In reply to para no.6, the allegations in the para are denied in toto.
7. With regard to para no.7, it is not true to say that the plaintiff has paid the consideration as per the agreed payment schedule.
8. With regard to para no.8, the plaintiff does not have any right to restrain the defendant from disposing of the property as the plaintiff has not done his part of the agreement.
9. With regard to para no.9, the plaintiff does not have any prime facie case nor the balance of convenience in his favour.
10. The defendant submits that the plaintiff herein has booked a Flat on 31.08.2006 and a booking form was given to him, acknowledging his booking which is a booking procedure followed by the defendant firm. The said booking form clearly spells out the payment schedule to be followed by the purchaser of the flat. The same was also explained orally by the Defendant's employees at the time of booking.
11. The defendant submits that the plaintiff agreed for the installments to be paid. According to the said scheme he was to pay an amount of Rs.50,000/- on 30.09.2006 but the plaintiff paid that amount on 17.10.2006 which is just one day before the execution of the agreement of sale. The plaintiff was supposed to pay a further installments of Rs.2,21,666/- on 16.10.2006, Rs. 2,21,666/- on

15.11.2006 and again Rs.2,21,668 on 31.12.2006. The plaintiff never bothered to adhere to the payment schedule as agreed upon. In fact the defendant had sent reminders on 10.11.2006, 16.11.2006 asking the plaintiff to finalize the payments and come forward for the execution of the sale agreement.

12. The defendant submits after the sale agreement was executed in favour of the plaintiff but signed by one G. CHANDRA KALA for the reasons best known to the plaintiff. Whatever may be the case the plaintiff is bound by the terms of the agreement. The defendant further submits that the defendant after reminding the plaintiff several times regarding the installment payment issued a cancellation notice dated 29.11.2006. The Plaintiff never bothered to take any steps for arranging payments at this stage also.

13. The defendant submits that the plaintiff never approached the defendant for the execution of sale deed on 22.04.2007 much less with a D.D. The plaintiff does not mention the value of the D.D. but simply gives a D.D. number which he says is from the same bank where he has obtained loan. There is no mention of the Bank name also.

14. The defendant submits that the defendant is a leading building firm in the twin cities and have been in business for quite long time and have developed various projects and sold number of flats but there as never been any complaints from the customers. The plaintiff is

blatantly lying about the use of filthy language or threatening to kill by the defendant's representatives.

15. The defendant further submit that as the plaintiff has found that the property values have gone up in and around Hyderabad he wants to take an advantage of the same and has come up with this suit for unlawful gain. The plaintiff has never shown any interest for performing his part of the contract. The plaintiff has not approached this Court with clean hands.

It is, therefore, prayed that the suit as filed by the plaintiff is bad in law and should be dismissed in limine with heavy costs.

COUNSEL FOR DEFENDANT



DEFENDANT

Place: L. B. Nagar

Date: 25.06.2007

#### VERIFICATION

I, Soham Modi, S/o. Satish Modi, aged 37 years, Occ: Business, R/o. 5 4 167/3 & 4, M.G. Road, Secunderabad, hereby declare that the facts stated above are true to the best of my knowledge. Hence verified.

AT: L. B. NAGAR  
Date: 25.06.2007



DEFENDANT

6  
IN THE COURT OF THE HON'BLE JUDGE  
IN THE DISTRICT COURT  
IN THE COURT OF THE  
HON'BLE JUDGE ADDL. SENIOR CIVIL  
JUDGE: RANGA REDDY DIST  
AT: L.B. NAGAR

O.S.No. 1223 of 2007

BETWEEN:

Sri. G. Bala Krishna

Plaintiff

And

M/s. Summit Builders

Defendant

WRITTEN STATEMENT ON BEHALF  
OF THE DEFENDANT

Filed on: 25.06.2007

Filed by: Sri. C. Balagopal  
Advocate  
Counsel for the Defendant

201, Al-kauser Apts.,  
West Marredpally,  
Secunderabad.