

IN THE COURT OF THE II ADDL. SENIOR CIVIL JUDGE: R.R. DISTRICT
AT L.B. NAGAR.

O.S.No. 1223 of 2007

Between:

Bala Krishna. ...Plaintiff

A N D

M/s. Summit Builders. ...Defendants

REPLY WRITTEN ARGUMENTS ON BEHALF OF THE PLAINTIFF

May it please your Honour,

1) It is respectfully submits that the defendant has agreed to sell and the plaintiff has agreed to purchase all that a Flat No.213 on the second floor, adm.775 sft of Super built up area together with proportionate undivided share of land to the extent of 38.75 Sq.yards and a reserved parking place for two wheeler bearing No.37 in residential apartments named as Siler Oak Apartments forming part of Survey No.290, situated at Cherlapally village, Ghatkesar Mandal, R.R. District, bounded by:

North : Flat No.214

South : Flat No.212

East : 6' wide corridor

West : Open Sky.,

through Oral agreement of sale deed dated:31-8-2006 for a valid consideration of Rs.7,25,000/-out of which the plaintiff has already paid a sum of Rs.60,000/-towards part payment of theSsle consideration and the remaining amount was agreed to be paid by the plaintiff at the time of registration. The above said property is hereinafter referred to as the suit property.

2. The defendant has promised that he will execute a sale deed in favour of the plaintiff whenever he makes the payment after completion of the flat. It is pertinent to mention here that the plaintiff and defendant agreed for the purchase and sale of the suit schedule property for the sale consideration of Rs.7,25,000/-on 31-8-2006 orally and the plaintiff has paid a sum of Rs.10,000/-towards booking amount the copy of the said receipt already filed. On 17-10-2006 the defendant requested plaintiff to pay a sum of rupees 50,000/-as he is in financial need to complete the construction of the apartments accepting the request of the defendant plaintiff paid the amount of Rs.50,000/- to defendant on 17-10-2006, for which the defendant has passed the separate receipt already filed. As the defendant has collected the sum of rupees 60,000/-from the plaintiff, the plaintiff asked the defendant to execute the registered agreement of sale in his favour, the defendant on 18-10-06 came to the plaintiff and offered to enter into the agreement of sale but the terms of the said agreement was not acceptable by the plaintiff so the plaintiff refused to sign the same. Defendant assured the plaintiff that he will soon get the register agreement of sale in his favour and signed the agreement of sale which he brought with himself and said that the defendant can keep the same as collateral security.

3. The plaintiff ~~has~~ is ready and willing to perform his part of contract, since the date of agreement, till the sale deed is registered and till the decree is finally satisfied. That on 26-2-2007 ~~the plaintiff got~~XXXXXXXXXXXXX THE PLAINTIFF GOT PREPARED D.D. IN THE NAME OF DEFENDANT AND REQUESTED TO ACCEPT THE D.D. REGISTERED THE SUIT SCHEDULE PROPERTY IN HIS FAVOUR BUT ~~he~~ HE DECLINED.

4. The defendant created written agreement of sale dt.18-10-2006 signed by the Chandrakala, PW.1, cross examination I do not know any person by name Chandrakala.

5. That D.W.1. filed his chief Affidavit in para No.5, stating that " I submit that the sale agreement dt.18-10-06 was executed in favour of this plaintiff but signed by one G.Chandrakala for the reasons best known to the plaintiff."

The said agreement of sale dated:18-10-2006 is created and forged document filed by the defendant signed by the Chandrakala

In his cross examination D.W.1. states as follows:-

" I am working as General Manager of the Defendant company since the year 1983 onwards. I did not file any identification card into the Court showing my designation. I have not filed any authorization certificate before the Court to give evidence. I do not remember whether the defendant filed any documents into the Court in respect of the constructions made under several projects. It is true that the contents in Ex.B.1, were written with Pen. Ex.B.1, is having the signature of CHANDRAKALA NOT PURCHASER. Ex.B.7, is signed by Chandrakala but in the document Ex.B.7, the name of chandrakala is not mentioned. Ex.B.4, ~~is written~~ Ex.B.5 and Ex.8 also signed by Chandrakala. The plaintiff paid an amount of Rs.10,000/-at the time of booking. It is true that the plaintiff also made payment of Rs.50,000/-. It is not true to suggest that the plaintiff also prepared a Demand Draft of Rs.6,65,000/- in favour of the defendant under D.D.No.853730, drawn on State Bank of India. It is not true to suggest that

though the plaintiff prepared a Demand Draft for Rs.6,65,000/-we
they refused to receive the same as the value of the property
was increased. (D.W.1.Cross closed).

In view of the above mentioned facts and circumstances
it is prayed that this Hon'ble Court may be pleased to
decree the suit as prayed for in the interest of justice.

PLACE: L. B. NAGAR
DATED: 30-6-2009

Counsel for the Plaintiff

IN THE COURT OF THE II ADDITIONAL
SENIOR CIVIL JUDGE:R.R.DISTRICT:
AT L.B.NAGAR

U.S.No. 1223 of 2007

Between:

Bala Krishna. ...Plaintiff

And

M/s.Summit Builders...Defendants

REPLY WRITTEN ARGUMENTS ON BEHALF OF
THE PLAINTIFF

Filed on:30-6-2009

Filed by:

9849064015

MOHD.SHAFAQ
Advocate,
Hyderabad.

Counsel for the Plaintiff.