

IN THE COURT OF HONOURABLE  
CITY CIVIL COURT AT SECUNDERABAD

ADDITIONAL CHIEF JUDGE,

O.S. No.

OF 2016

BETWEEN:

Sourabh Modi & Another

...Plaintiffs

And

M.B.S. Purshottam & Others

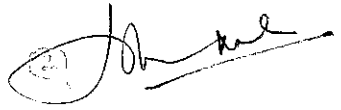
...Defendants

We, Sourabh Modi S/o Shri Satish Modi, Aged about 44 years, Occ: Business, R/o Plot No.280, Road No.25, Jubilee Hills, Hyderabad – 34 and Soham Modi S/o Shri Satish Modi, Aged about 46 years, Occ: Business, R/o Plot No.280, Road No.25, Jubilee Hills, Hyderabad – 34, **do hereby appoint and retain**

**A.Srinivas Reddy**

Advocate

Advocate(s) appearing for me/us in the above Suit/Appeal/ Petition/ Application/Case and to conduct and prosecute (or defend) the same all proceedings that may be taken in respect of any application for execution of any decree or order passed therein. I/we empower my/our Advocate/s to appear in all miscellaneous proceedings in the above suit or matter till all decrees or order are fully satisfied or adjusted to compromise and obtain in the return of documents and draw any money that might be payable to me/us in the said suit or matter and I/We do further empower my/our Advocate/s to accept on my/our behalf, service of notice of all or any appeal or petition filed in any Court or appeal Reference or Revision with regard to the said suit or matter before disposal of the same in Honourable Court.



Certified that the executant who is well acquainted in English, read this Vakalatnama that the contents of this Vakalatnama were read out and explained in Urdu/Hindi/Telugu to the executant he/she/they being acquainted with English, who appeared perfectly to understand the same and signed or put his/her/their name or mark in my presence.

Identified by: Sri Sri. Mr.Srinivas Reddy Advocate,

Executed on this the .....day of July 2016

ADVOCATE



IN THE COURT OF HONOURABLE ADDITIONAL CHIEF JUDGE,  
CITY CIVIL COURT AT SECUNDERABAD

O.S. No. OF 2016

BETWEEN:

1. Sourabh Modi S/o Shri Satish Modi  
Aged about 44 years, Occ: Business,  
R/o Plot No.280, Road No.25,  
Jubilee Hills, Hyderabad – 34.
2. Soham Modi S/o Shri Satish Modi  
Aged about 46 years, Occ: Business,  
R/o Plot No.280, Road No.25,  
Jubilee Hills, Hyderabad – 34.

...Plaintiffs

1. M.B.S. Purshottam S/o Shri M.V. Subbarayudu,  
Aged about 85 years, Occ: Business,  
R/o C-11, Vikrampuri Colony,  
Secunderabad.
2. Brig. S.S.Adikari S/o Shri S.Kameswara Rao,  
Aged 85 years, Occ: Business,  
R/o.H.No.1135, Road No.58,  
Jubilee Hills, Hyderabad.
3. M/s. Garden Silks Ltd.,  
Having its office at 2-4-33, Ground Floor,  
Ramgopalpet, Secunderabad- 500 003.  
And also having its corporate office at  
Menek Mahal, 90 Veer Nariman Point,  
Near Ambassador Hotel, Mumbai 400 020.  
Rep by its Managing Director.
4. Ms. Yaseem Asad W/o. Ajmal Asad,  
Aged Major, Occupation Business,  
R/o. H.No.19, Street No.3,  
Uma Nagar, Begumpet,  
Hyderabad.
5. Sri Anil Rupani S/o. Jai Rupani,  
Aged Major, Occupation Business,  
R/o.1-8-142/143, P.G.Road,  
Secunderabad.

...Defendants

**SUIT FOR RECOVERY**  
**PLAINT UNDER ORDER 7 RULE 1 R/W SECTION 26 CPC**

**I.DESCRPTION OF THE PLAINTIFFS**

The address of plaintiffs for the purpose of service of all summons, notices,  
process etc is

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1. Sourabh Modi S/o Shri Satish Modi  
Aged about 44 years, Occ: Business,  
R/o Plot No.280, Road No.25,  
Jubilee Hills, Hyderabad – 34.

2. Soham Modi S/o Shri Satish Modi  
Aged about 46 years, Occ: Business,  
R/o Plot No.280, Road No.25,  
Jubilee Hills, Hyderabad – 34.

and that of their counsel M/s M. Papa Reddy, Sunil B Ganu, M. Narsimha Reddy, Amit Ganu, Ashish Kale, Advocates C/o. Ganu & Co., Advocates No. 201-202, 3-5-874/A Vipanchi Estates, Hyderguda, Hyderabad – 500 029.

## II. DESCRIPTION OF THE DEFENDENTS

The address of the Defendants for the purpose of service of all summons, notices, process etc, is

1] M.B.S. Purshottam S/o M.V. Subbarayudu,  
Aged about 86 years, Occ: Business,  
R/o C-11, Vikrampuri Colony,  
Secunderabad

2] Brig. S.S. Adikari S/o  
S.Kameswara Rao, aged 85 years  
Occ.business R/o H.No.1135, Road no.58, Jubilee  
Hills Hyderabad

3] M/s Garden Silks Ltd  
Having its office at 2-4-33, Ground floor  
Ramgopalpet, Secunderabad 500 003  
And also having its corporate office  
At Manek Mahal, 90 Veer Nariman Road  
Near, Ambassador Hotel, Mumbai 400 020  
Rep by its managing director

4] Ms. Yaseem Asad W/o. Ajmal Asad,  
Aged Major, Occupation Business,  
R/o. H.No.19, Street No.3,  
Uma Nagar, Begumpet,  
Hyderabad.

5] Sri Anil Rupani S/o. Jai Rupani,  
Aged Major, Occupation Business,  
R/o.1-8-142/143, P.G.Road,  
Secunderabad.

## III. THE PLAINTIFFS RESPECTFULLY SUBMIT AS FOLLOWS:

1. That originally Defendant No.1 had purchased land admeasuring 491 sq yards equivalent to 411 sq meters in Survey no. 41 of Begumpet Village, within the then Hyderabad District under a registered Sale Deed dated 09.07.1973 bearing Document No.

(1) 



1477 of 1973 from S Maissaih and others. The registration extract of the said sale deed is filed herewith and marked as **Document no. 1**. Thereafter, Defendant No.1 entered into an Articles of Agreement dated 01.04.1985 with late Sri Satish Modi, father of the plaintiffs herein. Copy of the same is filed, herewith and marked as **Document no. 2**. In terms of the said Articles of Agreement, late Sri Satish Modi had developed the said property by constructing commercial space consisting of ground floor. Subsequently, Defendant No.1 along with late Sri Satish Modi sold the ground floor showroom having a built up area of 790 sq feet along with land admeasuring 155 sq meters or 185 sq yards in premises No. 1-10-72/2/3/A situated at Begumpet, Hyderabad, under a registered Sale Deed dated 24.07.1993 bearing document No. 3530/93 in favour of Plaintiff No. 1. Similarly, defendant No.1 along with late Sri Satish Modi sold the ground floor showroom having a built up area of 790 sq feet along with land admeasuring 160 sq meters or 191 sq yards in premises no. 1-10-72/2/3 situated at Begumpet, Hyderabad, under a registered Sale Deed dated 24.07.1993 bearing document No. 3529/93 in favour of Plaintiff No. 2. The registration extracts of the said sale deeds are filed herewith and marked as **Document no. 3 and 4**.

2. Thereafter, the plaintiffs after obtaining necessary permissions/sanctions from the concerned authorities raised structures on the said land. Thereafter the plaintiffs have sold portions of constructed area along with proportionate undivided shares in the land to defendants under registered sale deeds. After alienation of the above mentioned constructed areas, the plaintiffs have retained portions in the first floor as well as second floor along with proportionate share in the land admeasuring 161.32 sq.yds. The respective sale deeds executed in favour of defendants No.2 to 5 are filed herewith and marked as **Documents 5, 6, 7 & 8**.

3. It is respectfully submitted that Defendant No.1 i.e., vendor of the plaintiffs 1&2 while alienating the said land had assured that defendant No.1 has valid marketable title to the property and that he is the absolute owner of the same. In fact, the plaintiffs had also carried out their own enquiry as well and they were convinced that Defendant No.1 was in fact the absolute owner of the property sold to the plaintiffs herein. However, in the year 1995, the Plaintiffs received a notice dated 24.01.1995 got issued by Smt. Dinani Mehta, Sri. Girish Mehta, Sri. Subhash Mehta and Sri Balakrishna Mehta, claiming that the property purchased by the Plaintiffs actually belonged to their grandfather, Sri Chotalal Shivaram Vyas and that, the same was also the subject matter of a suit for declaration and recovery of possession in O.S.No. 36 of 1975 on the file of Hon'ble IV Additional Judge, City Civil Court at Hyderabad filed by Late Sri. Chotalal Shivaram. It was also communicated that Defendant No.1 herein was one of the defendants to the said suit and the suit was decreed in favour of Sri. Chotalal Shivaram Vyas, declaring him to

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be the exclusive and lawful owner of the property. It is pertinent to note that defendant No.1 had not informed to the plaintiffs at any point of time about filing of the above mentioned suit by Sri Chotalal Shivaram Vyas claiming rights in the subject property and that he was one of the defendants to the same. It is submitted that the legal heirs of the said Sri Shivram Vyas sent the aforementioned notice to the plaintiffs calling upon them to handover vacant possession of the property instantly. The plaintiffs being ignorant about the disputes and previous litigation and having rightfully purchased the property for valuable consideration believing the representation of Defendant No.1 as to his good and marketable title to the property, issued a reply notice denying the allegations as raised in the notice dated 02.03.1995. Certified copy of order passed in O.S.36/1975, office copy of the legal notice and the reply issued thereof are filed herewith and marked as **Documents 8, 9&10.**

4. Subsequently, the legal heirs of Sri Chotalal Shivaram Vyas filed a land grabbing case against the Plaintiffs being LGC No. 144/1995 on the file of Special Court under AP Land Grabbing Prohibition Act with respect to the said property. The Honourable Court passed orders on 19.12.1997 declaring that the said property was in fact grabbed by Defendants and the plaintiffs herein were made parties to the same. Copy of the order dated 19.12.1997 is filed herewith and marked as **Document No.12.** Challenging the said order, the Plaintiffs, Defendants herein filed Writ Petitions being WP No. 137/1998 and WP No. 8053/1998 before the Honourable High Court. The Honourable High Court after due enquiry, was pleased to allow the said WP's thereby setting aside the orders passed by the LGC on 03.02.2000. Copy of the order dated 03.02.2000 is filed herewith and marked as **Document no.13.**

5. While the matter stood thus, the order of the Hon'ble High Court was challenged under SLP No. 10815/2000 and 10816/2000 by the legal heirs of Sri. Chotalal Shivaram Vyas. The Honourable Supreme Court came to a conclusion that the property in question in the interregnum was in fact acquired by the government and as such remanded back the matter to the Chief Judge, City Civil Court as L.A.O.P. No.2440 of 2009 under Section 31 of the Land Acquisition Act, to determine as to whom amongst the parties will receive the compensation. In the meanwhile, the Special Deputy Collector, Land Acquisition, GHMC had already passed an award and released an amount of Rs.92,82,777/- towards compensation in lieu of acquisition to the plaintiffs and defendants herein, they being in possession of the respective portions of the property. Copy of the award passed by the Special Deputy Collector is filed herewith as **document No.15**. The plaintiffs, defendants have received a total sum of Rs.92,82,777/- towards compensation. It is pertinent to note that the Plaintiffs & the Defendants were the

respondents in the LAOP no. 2440 of 2009. On 03.06.2013, the Honourable Chief Judge City Civil Court at Hyderabad, was pleased to pass orders by allowing the petition in part and declaring that the petitioners therein i.e. the legal heirs of Sri. Chotalal Shivaram Vyas were entitled to receive a compensation of Rs. 45,00,000/- along with interest @ Rs. 12% p.a. on Rs. 35 lakhs from 01.11.2008 till date of the decree and future interest @ 6% p.a. from the date of decree till the date of payment or realization, **from & out of the compensation amount awarded by the Special Deputy Collector** to the plaintiffs and defendants herein. As there were 7 respondents to the said OP that is the parties to the present suit, the Hon'ble High Court held that the said amount was to be paid jointly and severally by all the respondents i.e. the plaintiffs & defendants herein. Copy of the order passed in L.A.O.P. No.2440 of 2009 is filed herewith and marked as **Document No.15**.

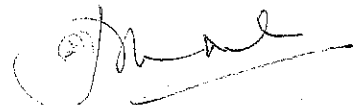
6. It is submitted that, thereafter, the Plaintiffs and Defendant 1 to 3 challenged the order passed in LAOP No. 2440 of 2009, before the Honourable High Court of State of Telangana and State of AP under CCCA No. 133 of 2013 & CCCA No. 7 of 2014. The Hon'ble High Court while granting stay in the appeal under CCCA No. 133 of 2013 had directed the appellants therein to deposit the entire decretal amount to the credit of LAOP 2440 of 2009 without prejudice to their rights. Copy of the order passed in CCCA MP No.582/2013 in CCCA.No.133/13 is filed herewith as **Document No.16**.

7. It is respectfully submitted that the plaintiffs had purchased the subject property from the defendant No.1 based on his assurance that he had good marketable title to the same and that there is no encumbrance, charges etc., relating to the same. The plaintiffs had confronted the defendant No.1 about the litigation having come to light by virtue of the notice dated 24.01.1995 issued by the legal heirs of late Sri Chotalal Shivaram Vyas. After discussions and deliberations between the plaintiff and the defendant held on 13.04.2015, the defendant No.1 has agreed to pay a sum of Rs. 61,00,000/- to the plaintiffs towards damages suffered by the plaintiffs due to pending litigations as well as orders passed by the competent courts of law as mentioned herein above as he is also one of the parties to the proceedings, resulting in huge loss being suffered by the plaintiffs as well as the subsequent purchasers. However, in spite of repeated requests and reminders, the defendants failed to pay the same. It is submitted that as per the orders by the Hon'ble High Court in CCCAMP.No.582/2013 in CCCA.133/2013 dated 13.4.2015, entire decretal amount was directed to be deposited to the credit of LAOP.2440/09. There have been discussions between the plaintiffs and the defendants with regard to compliance of the said orders, the defendants persuaded the plaintiffs to deposit entire decretal amount including the amounts payable by defendants. It is in the said circumstances that the plaintiffs were constrained to deposited a total sum of Rs.58,45,098/- (i.e. Rs.35,00,000/- towards principal amount and Rs.23,45,098/- towards

interest as on that date). The defendants herein have agreed to reimburse their 1/7<sup>th</sup> share i.e., Rs.8,35,014/- each.

8. In due compliance of the orders passed in CCCAMP.No.582/2013 in CCCA.133/2013 dated 13.4.2015, the plaintiffs herein had deposited the entire amount along with interest on behalf of the Defendants herein on 08.06.2015 being an amount of Rs.58,45,098/- as mentioned herein above. As the defendants failed to pay the amount agreed by them, the plaintiff No.1 issued notices to the defendant No.1 dated 11.05.2015, calling upon him to pay Rs.61 Lakhs as promised. **(Document No.17)**. The Defendant No.1 issued reply dated 16.05.2015(**Document No.18**) to the Notice dated 11.05.15 denying the same. The plaintiff No.1 also issued notice dated 02.05.2015 to Defendant No.2 & 3, **(Document No.19 & 20)** requesting them to pay their contribution but neither replied nor paid. Subsequently the plaintiff No.1 has sent a notice, dated 16.06.2015 to Defendant No.1 to 3 **(Document No.21,22 & 23)** at least to come forward and pay their 1/7<sup>th</sup> share initially. But to the plaintiffs utter shock and surprise, the Defendant No.1 issued a reply dated 24.06.2015 **(Document No.24)** and the defendant No.3 issued reply dated 29.06.2015 **(Document No.25)** through its Advocate, completely denying their responsibilities towards payment of the amount as ordered by the Chief Judge Court under LAOP No.2440 of 2009. It is submitted that the Plaintiffs had made the deposit of decretal amount only after the Defendants have assured that they would reimburse the same. In fact, the Defendants are equally liable to pay the amount in question as per the orders passed by Honourable Chief Judge, City Civil Court at Hyderabad. From the gross denial of the defendants, it is apparent that they are intentionally avoiding clearing the amount due and promised to the plaintiffs with an intention to unjustly enrich themselves at the expense of the plaintiffs. It is not out of place to state that, the Hon'ble High Court, vide order dated 21.08.2015 permitted the Respondents No. 1 to 4 in the Appeal to withdraw half of the amount awarded by the Court and so deposited without furnishing any security and also permitted the withdrawal of the rest of the half amount on the condition of furnishing an unconditional bank guarantee from a nationalised bank. The transaction being commercial in nature, the plaintiffs are entitled to claim interest on the amount outstanding from the defendants @ 18 % p.a. The plaintiffs are therefore entitled to recovery an amount of Rs.41,75,070/- (Rupees Forty One lakhs Seventy Five Thousand Seventy only) along with interest from the defendants, towards their share of amount deposited with the Hon'ble Chief Judge in LAOP No.2440/2009 as per the order of Hon'ble High Court in CCCAMP.No.582/2013 in CCCA.133/2013 dated 13.4.2015. In view of the above circumstances the plaintiffs are left with no other alternative option except to approach this Hon'ble Court. Hence this suit.







#### IV. CAUSE OF ACTION:

The cause of action arose on 03.06.2013 when the Hon'ble Chief Judge, City Civil Court passed orders in LAOP 2440 of 2009. The cause of action also arose on 08.06.2015 when the Plaintiffs deposited an amount of Rs.58,45,098/- on behalf of the Defendants. The cause of action also arose on 11.05.2015 when the plaintiffs got issued notice dated 11.05.2015 to the defendant to pay the amount payable by them. The cause of action finally arose on 24.06.15 & 29.06.15, when the defendants issued a reply denying their liability to pay the amount. The suit is therefore, well within the limitation.

#### V. JURISDICTION:

The defendant reside within the jurisdiction of the Hon'ble Court, therefore this court has jurisdiction to try the suit.

#### VI. DECLARATION

The plaintiffs hereby declare that they have not filed any suit earlier of a similar nature against the defendants and that no suit or proceedings are pending between the parties in any court based on the same cause of action.

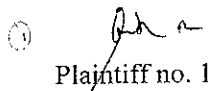
#### VII. VALUATION

The suit being one for recovery of money is valued at Rs. 41,75,070/- (Rupees Forty One lakhs Seventy Five Thousand Seventy only) along with interest @ 18% Rs.6,26,260/- on Rs.41,75,070/- from the date of deposit i.e., 08.06.15 to 08.04.2016, totalling to Rs.48,01,330/- under Section 20 of the A.P.C.F & S.V Act and a court fee thereon in a sum of Rs.50,626/- is paid which is sufficient under Article 1 b and c of the Act.

#### VIII. PRAYER

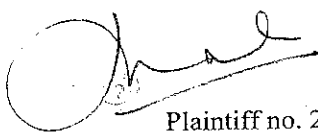
It is therefore, prayed that:

- a. A decree be passed in favour of the plaintiffs and against the defendants directing the defendants to pay Rs.48,01,330/- along with interest thereon @ 18% p.a. from the date of suit till realization.
- b. Cost of the suit be awarded and
- c. Any other relief or relief's to which the plaintiffs are entitled to may also be granted.

  
Plaintiff no. 1

Counsel for Plaintiffs

Dt. .07.2016  
Hyderabad

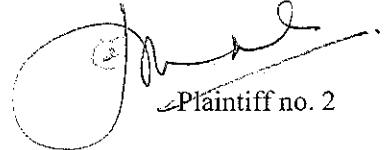
  
Plaintiff no. 2

VERIFICATION

We, the above named plaintiffs do hereby declare that the contents of the plaint mentioned herein above are true and correct to the best of my knowledge, belief and information and hence verified on this \_\_\_\_ day of July, 2016 at Hyderabad.



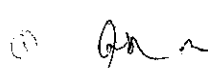
Plaintiff no. 1



Plaintiff no. 2

LIST OF DOCUMENTS

<u>S.No.</u>	<u>Date of Do</u>	<u>Parties to Documents</u>	<u>Description of the Documents</u>
1.	09.07.1973	Plaintiff/Defendants	Certified copy of sale deed No.1477/73
2.	01.04.1985	Plaintiff/Defendants	Certified copy of Agreement dated 01.04.85
3.	24.07.1993	Plaintiff/Defendants	Certified copy of sale deed No.3530/93
4.	24.07.1993	Plaintiff/Defendants	Certified copy of sale deed No.3529/93
5.	28.04.1995	Plaintiff/Defendants	Certified copy of sale deed No.1344/95 & 1345/95 (D-2)
6.	08.12.94 & 09.12.94	Plaintiff/Defendants	Certified copy of sale deed No. 1064/95, 1190/95, 1115/95 & 1101/95 (D-3)
7.	12.06.2000	Plaintiff/Defendants	Copy of Sale Deed No. 1736/2000 (D-4)
8.	16.03.2000	Plaintiff/Defendants	Copy of Sale Deed Nos. 805/2000 & 806/2000 (D-5)
9.	29.03.1980	Plaintiff/Defendants	Judgement passed in O.S.No.36/75
10.	24.01.1995	Plaintiff/Defendants	Copy of Notice sent by plaintiffs to D-1
11.	02.03.1995	Plaintiff/Defendants	Copy of the reply notice sent by D-1
12.	19.12.1997	Plaintiff/Defendants	Certified copy of order in LGC No.144/95
13.	03.02.2000	Plaintiff/Defendants	Certified copy of order Passed in W.P.No.137/98
14.	05.08.08	Plaintiff/Defendants	Award passed by the Spl. Dy. Collector, Land Acquisition, GHMC
15.	03.06.2013	Plaintiff/Defendants	Certified copy of the order passed in LAOP No.2440/2009
16.	13.04.2015	Plaintiff/Defendants	Certified copy of order passed in CCCAMP.No.582/2013 in CCCA.No.133/13
17.	11.05.2015	Plaintiff/Defendants	Office Copy of Notice issued by Plaintiff No.1 to Defendant No.1
18.	16.05.2015	Plaintiff/Defendants	Reply issued by Defendant No.1 to Plaintiff No.1
19.	02.05.2015	Plaintiff/Defendants	Office copy of Notice issued by Plaintiff No.1 to Defendant No.2
20.	02.05.2015	Plaintiff/Defendants	Office copy of Notice issued by Plaintiff No.1 to Defendant No.3
21.	16.06.2015	Plaintiff/Defendants	Office copy of Notice issued by Plaintiff No.1 to Defendant No.1
22.	16.06.2015	Plaintiff/Defendants	Office copy of Notice issued by Plaintiff No.1 to Defendant No.2
23.	16.06.2015	Plaintiff/Defendants	Office copy of Notice issued by Plaintiff No.1 to Defendant No.3
24.	24.06.2015	Plaintiff/Defendants	Reply issued by the Defendant No.1 to Plaintiff No.1
25.	29.06.2015	Plaintiff/Defendants	Reply issued by the Defendant No.3 to Plaintiff No.1

  
Plaintiff No. 1

Counsel for Plaintiffs

Dt. .07.2016  
Hyderabad

  
Plaintiff No. 2

IN THE COURT OF HONOURABLE  
ADDITIONAL CHIEF JUDGE,  
CITY CIVIL COURT  
AT SECUNDERABAD

O.S. No. OF 2016

BETWEEN:

Sourabh Modi & Another  
...Plaintiffs

And

M.B.S. Purshottam & Others  
...Defendants

SUIT FOR RECOVERY  
PLAINT FILED UNDER ORDER 7  
RULE 1 R/W SEC- 26 CPC

Filed on : .2016

Filed by :

**A.Srinivas Reddy**

Advocate

Counsel for the Plaintiff

# 6-1-136, Flat No.102, B-Block,  
Sunrise Enclave, Balaram  
Colony, Padmarao Nagar,  
Sec-bad - 500025.