

Ashes Along

Evidence to be produced in the  
Confr.

Reg. Expenses	43920
VAT	7100
S.T.	14824
Others	4136 (30+250+220+2000 +1000+130+377+179)
Extra	7020
	<hr/>
	77000
	5000
	<hr/>
	82000
S.e. due (sale consideration)	

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Carried into Confr.	88784	(85784+5000)
Interest	22196	
	<hr/>	
	110980	
Confr. expenses	3626	
	<hr/>	

# SUMMIT BUILDERS

5-4-187/3&4, III Floor, M.G. Road, Secunderabad - 500 003  
Ph : 66335551


TO WHOM SOEVER IT MAY CONCERN

This is to certify that Mr. Ramacharyulu, S/o. Shri L. Raghavender Rao, legal officer for M/s, Summit Builders a registered partnership firm having its office at 5-4-187/3&4, Soham Mansion, II floor, M.G. Road, Secunderabad. He is duly authorized to represent M/s. Summit Builders to give an evidence and appearance in O.S. No. 591 of 2008 to attend in The Court of the XII Fast Track Court at Secunderabad between Ms/. Summit Builders and Asish Aroa.

Date:

Place:

Summit Builders,



Soham Modi  
Partner.

the Managing Partner  
M/S Sumeet Builders.  
Sec'bad

21/07/09

Hi,

Sub. - Installment for balance payment for  
Flat no 507 Silver Oak.

Due to acute shortage of job market position  
and being out of job, request you to kindly give  
4 Monthly installment for the balance due & settle  
the A/c and close the legal case pending:

A/c Due. Thanks & regards.

82,000/-

+ 38,344/- interest  
Due.

120,344

10,626 legal Expense

1142 interest upto 10/8/09

1,32,112/-

or  
If given to pay single payment what amount  
of consideration will be given. All payment to be  
given by 10th Aug 2009.

92,626 A/c Due

19,743 interest

1,12,369/- single cheque.

Vinay

(Bank A/c: 2847)  
A/c No. 9296602847.

Vinay

IN THE COURT OF THE XIII SENIOR CIVIL JUDGE (F.T.C.)  
CITY CIVIL COURT AT: SECUNDERABAD

O.S.No. 591 of 2008

Between:

M/s. SUMMIT BUILDERS

... Plaintiff

And

ASHISH ARORA

...Defendnat

**CHIEF AFFIDAVIT OF P.W.1 IN LIEU OF EVIDENCE**

I, Ramacharyulu S/o L.Raghavendra Rao, aged 48 years, occ: Legal Officer, R/o Vanasthalipuram, Hyderabad, do hereby solemnly affirm and state on oath as follows:

1. I am the Deponent herein and Legal Officer of the Plaintiff firm, I am authorised to depose on behalf of the Plaintiff firm.
2. I submit that the Plaintiff is a partnership firm and is carrying on the business of construction of residential buildings. I submit 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 19<sup>th</sup> 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.

3. I submit that 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/-.

4. I submit 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.

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/-.

I submit the Defendant filed his written statement and raised several untenable and baseless allegations such as that the Defendant is not payable expenses such as VAT, Service Tax and stamp duty which comes to a total of Rs.83,784/- and that the Plaintiff has not mentioned or intimated to the Defendant the breakup of the said sum and that the cheque involved in the above suit is deposited as collateral security. All the above said pleas are concocted and invented for the purpose of defending the suit.

In fact the break up of dues were already informed to the defendant under Registered post with ack-due letter. I further submit that the stamp duty receipt of the sale deed also in the name of the Plaintiff as they have paid the same. It is pertaining to mention here that the flat purchased by the defendant was ready for occupation long back but the defendant has not come forward to pay the dues and obtain the possession of the flat. I further submit the defendant vide his letter dtd. 16.7.2009 requested the plaintiff to allow him to pay the dues in 4 monthly instalments or inform him what is the amount payable if he pays the entire balance in a lumpsum. The plaintiff informed the same but the defendant has not turned up to pay the balance.

7. I submit the Plaintiff is relying on the following documents which can be marked as exhibits.

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
8.		Authorisation certificate Issued by Plaintiff firm in favour Deponent

9. 11.6.2007 Letter from the Plaintiff to the Defendant giving breakup details of amounts due
10. Postal acknowledgement
11. 16.7.2009 Letter addressed by the defendant to The plaintiff.

I, therefore, pray that this Hon'ble Court may be pleased to decree the suit as prayed for in the suit in the interest of justice.

Sworn and signed before me  
on this the 1<sup>st</sup> day of December, 2009  
at Secunderabad.

Deponent

Advocate / Secunderabad

IN THE COURT OF THE XIII SENIOR  
CIVIL JUDGE (F.T.C.) C.C.C.  
AT: SECUNDERABAD

O.S.No. 591 of 2008

Between:

M/s. SUMMIT BUILDERS  
... Plaintiff

AND

ASHISH ARORA  
...Defendnat

**CHIEF AFFIDAVIT OF P.W.1 IN  
LIEU OF EVIDENCE**

Filed on: 01.12.2009

Filed by:

**SHRI. C. BALAGOPAL**  
Advocate

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

COUNSEL FOR PLAINTIFF



To,  
M/s Summit Builders,  
Ramizung

Kind Attn the Managing Director

Hi,

As per the discussion he had with Mr. Ramababu regarding our balance payment regarding Flat No A 507, Silver Oak ~~App~~.

I am issuing two BPC in your favour at 25/2/10 & 25/3/10 bearing chq no 011011 & 011012 for Andhra Bank Nacharam Branch Amt 30,000/- & 632626/- resp this is in addition to Rs 20,000/- already paid vide chq & cleared for the principal amount due.

Once these are cleared request you to take sympathetic view due to financial problems and reduce interest part substantially.

Thanking you.

Regards.

Vinod

(V. V. D. ARORA)  
9296602847  
dt 2/2/10.

Note: Regarding Maintenance will discuss with Society & acting for benefit of the same.

Vinod

087310011011824

Date 25/3/2010

M/s Summit Builders

या धारक को देवा

रुपये Rupees Thirty Two Thousand Sixty hundred  
Twenty Six Only

अदा करें रु. 32,626/-

खाता सं. A/c. No.	ब.प. L.F.	छो.ह. Inits.
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आन्ध्र बैंक Andhra Bank

नाचराम, हैदराबाद - 501 507

(873) NACHARAM, HYDERABAD - 501 507 NCH  
AB/SB/BO (ANDB0000873)

चेक सं. Cheque No.

⑈0⑆10⑆2⑆ 5000⑆1030⑆ 10

Valid

Payable

087310011011824

Date 25/2/2010

M/s Summit Builders

या धारक को देवा

रुपये Rupees Thirty thousand only

अदा करें रु. 30000/-

खाता सं. A/c. No.	ब.प. L.F.	छो.ह. Inits.
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आन्ध्र बैंक Andhra Bank

नाचराम, हैदराबाद - 501 507

(873) NACHARAM, HYDERABAD - 501 507 NCH  
AB/SB/BO (ANDB0000873)

चेक सं. Cheque No.

⑈0⑆10⑆1⑆ 5000⑆1030⑆ 10

Valid

Mr. Ashish Dora 1/12/10

88789  
22196 amb  
1,10,980 - (case r. 1.12.09)  
Can filing

after that payts recd, 30,000 + 30,000  
+ 32,626 = 92,626

Rs. 32,626 / cheq. Bounced.

out of Rs. 32,626 / - he paid Rs. 17,000 / -

Now due is 30,000 + 30,000 + 17,000 = 77,000

+ 1,10,980  
+ 77,000  
33,980 - due amb.

e/c

IN THE COURT OF THE XIII SENIOR CIVIL JUDGE (F.T.C.)  
CITY CIVIL COURT AT: SECUNDERABAD

I.A.NO. OF 2010

IN  
O.S.No. 591 of 2008

Between:

M/s. SUMMIT BUILDERS

Petitioner/Plaintiff

And

ASHISH ARORA

Respondent/Defendant

**AFFIDAVIT**

I, Ramacharyulu S/o L.Raghavendra Rao, aged 48 years, occ: Legal Officer, R/o Vanasthalipuram, Hyderabad, do hereby solemnly affirm and state on oath as follows:

1. I am the Deponent herein and Legal Officer of the Petitioner firm as such I am well acquainted with the facts deposed hereunder.

2. I submit that the above suit is filed for recovery of Rs.1,10,980/- against the Defendant. The Defendant appeared and filed a Written statement denying the all the averments in the plaint. During pendency of the suit, the Defendant paid a sum of Rs.60,000/- by way of 2 cheques which were honoured and for the remaining amount, the Defendant issued a cheque for Rs.32,626/- which was returned dishonoured. The Defendant further paid a sum of Rs.17,000/- by cash leaving a balance of Rs.15,626/- from the returned cheque. The Defendant paid in all a sum of Rs.77,000/- out of the suit amount of Rs.1,10,980/-. As the Defendant issued cheques and paid some amounts, the Petitioner/Plaintiff is under impression that the Defendant will pay the entire suit claim in instalments and as major portion was already paid, the Petitioner/Plaintiff not pursued the above suit after filing the chief affidavit under the impression that the suit can be closed after receiving the balance amount from the Defendant. But unfortunately, the said suit was dismissed for default and taking advantage of the same, the Respondent/Defendant has not paid the entire balance due as agreed upon. I submit if the suit is not restored to its file

the Petitioner/Plaintiff will be put to irreparable loss and hardship and will not be in a position to recover the amount due from Respondent/Defendant.

3. I further submit as the Petitioner/Plaintiff under the impression that the suit will be settled out of court, it has not pursued the matter after dismissal for default. The non-appearance on 11.03.2010 is neither intentional nor deliberate but for the reasons stated above. I submit as the application is not filed within the time prescribed under law, there arisen a delay of \_\_\_\_\_ days to restore the suit. I submit the delay in filing the application to set aside the order dated 11.03.2010 and to restore the suit is neither intentional not deliberate but for the reasons stated above.

I, therefore pray that this Hon'ble Court may be pleased to set aside the exparte order dated 11.03.2010 and restore the above suit to its original file in the interest of justice.

I further pray that this Hon'ble Court may be pleased to condone the delay of \_\_\_\_\_ days in filing the application to set aside the exparte order and pass such other order or orders as this Hon'ble Court may deems fit and proper under circumstances of the case.

Sworn and signed before me  
on this the \_\_\_\_\_ day of December, 2010  
at Secunderabad.

Deponent

Advocate / Secunderabad

IN THE COURT OF THE XIII SENIOR CIVIL JUDGE (F.T.C.)  
CITY CIVIL COURT AT: SECUNDERABAD

I.A.No. of 2010

in  
O.S.No. 591 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.

... Petitioner/Plaintiff

AND

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

... Respondent/Defendant

PETITION FILED UNDER ORDER 9 RULE 9  
R/W SEC. 151 C.P.C.

For the reasons stated in the accompanying affidavit, it is prayed that this Hon'ble Court may be pleased to set aside the exparte order dated 11.03.2010 and restore the above suit to its original file and pass such other order or orders as this Hon'ble Court may deems fit and proper under circumstances of the case.

Secunderbad

Date: -12-2010

COUNSEL FOR PETITIONER

IN THE COURT OF THE XIII SENIOR  
CIVIL JUDGE (F.T.C.)  
CITY CIVIL COURT AT:  
SECUNDERABAD

I.A.No.                      of 2010

   in  
O.S.No.                      591                      of 2008

Between:

M/s. SUMMIT BUILDERS  
...                      Petitioner/Plaintiff

AND

ASHISH ARORA  
...                      Respondent/Defendant

PETITION FILED UNDER ORDER 9  
RULE 9 RW SEC. 151 C.P.C.

Filed on:                      -12-2010

Filed by:

**Sri C.BALAGOPAL**  
Advocate

Flat No.103, Harivillu Apartments,  
Road No.11, West Marredpally  
Secunderabad – 500 026.  
Ph: 64570512

Counsel for plaintiff

IN THE COURT OF THE XIII SENIOR CIVIL JUDGE (F.T.C.)  
CITY CIVIL COURT AT: SECUNDERABAD

I.A.No.                      of 2010  
in  
O.S.No.                      591                      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.

...                      Petitioner/Plaintiff

AND

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

...                      Respondent/Defendant

PETITION FILED UNDER SECTION 5 OF LIMITATION ACT

For the reasons stated in the accompanying affidavit, it is prayed that this Hon'ble Court may be pleased to condone the delay of \_\_\_\_\_ days in filing the application to set aside the exparte order dated 11.03.2010 pass such other order or orders as this Hon'ble Court may deems fit and proper under circumstances of the case.

Secunderbad  
Date:                      -12-2010

COUNSEL FOR PETITIONER



IN THE COURT OF THE XIII SENIOR  
CIVIL JUDGE (F.T.C.)  
CITY CIVIL COURT AT:  
SECUNDERABAD

I.A.No. of 2010

O.S.No. in  
591 of 2008

Between:

M/s. SUMMIT BUILDERS  
... Petitioner/Plaintiff

AND

ASHISH ARORA  
... Respondent/Defendant

PETITION FILED UNDER SECTION 5  
OF LIMITATION ACT

Filed on: -12-2010

Filed by:

**Sri C.BALAGOPAL**  
Advocate

Flat No.103, Harivillu Apartments,  
Road No.11, West Marredpally  
Secunderabad – 500 026.  
Ph: 64570512

Counsel for plaintiff