

**IN THE COURT OF THE I ADDL. CHIEF JUDGE
CITY CIVIL COURT AT: SECUNDERABAD**

O.S.No. 166 of 2016

Between:

M/s. Kadakia and Modi Housing
A partnership firm, having office at 5-4-187/3&4,
II Floor, Soham Mansion, M. G. Road,
Secunderabad, represented by its Managing Partner
Mr. Soham Modi S/o Sri Satish Modi, aged 46 years.

... PLAINTIFF

AND

1. Mrs. K. Swarnalatha James, aged 52 years
W/o. James Kalwala,
2. Mr. James Kalwala, aged 52 years
S/o. K. David.

Both R/o. P-J-8, Panjagutta Officers colony,
Panjagutta, HYDERABAD-500 082.

... DEFENDANTS

**PLAINT FILED UNDER SECTION 26 OF C.P.C.
SUIT FOR RECOVERY OF RS. 20,55,093/-**

I. DESCRIPTION OF THE PLAINTIFF:

M/s. Kadakia and Modi Housing, A partnership firm, having office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad, represented by its Managing Partner Mr. Soham Modi S/o Sri Satish Modi, aged 47 years.

The address for the purpose of the service of summons and notices etc., is that of its counsel Sri. C. BALAGOPAL, Smt. Ameerunnisa Begum, C. V. Chandramouli, and P. Vikram Kumar Advocates having their office at Flat No.103, Suresh Harivillu Apartments, Road No.11, West Marredpally, Secunderabad - 500026.

II. DESCRIPTION OF THE DEFENDANT:

1. Mrs. K. Swarnalatha James, W/o. James Kalwala, Aged 52 years
2. Mr. James Kalwala, S/o. K. David, Aged 52 years,

Both R/o. H.No. P-J-8, Panjagutta Officers Colony, Panjagutta, Hyderabad-82.

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

III. The Plaintiff is a partnership firm duly registered under the Partnership Act and the name of Soham Modi is shown as a Partner thereof in the Registrar of Firms. A copy of the Registration of Firm is filed herewith.

IV. FACTS OF THE CASE:

1. The Plaintiff is a partnership firm, having its registered office at 5-4-187/3 & 4, II floor, "Soham Mansion", situated at M.G. Road, Secunderabad, represented by its Managing Partner Sri Soham Modi and as such he is entitled to represent the Plaintiff firm.
2. The Plaintiff is in the business of construction of residential flats and houses. The Plaintiff has developed one such venture known as "Bloomdale" consisting of independent bungalows situated at Shameerpet Village and Mandal, Medchal District., The Defendants had approached the Plaintiff for purchase of Plot No.63, admeasuring 246sq. yards along with semi finished construction having a builtup area of 2077 Sqft., in the above venture along with a bungalow to be constructed on the said plot by Plaintiff for a total consideration of Rs.52,00,000/- plus other charges like VAT, Service Tax, stamp duty and registration charges. The Defendant had booked the above property on 1.4.2013 and entered into an Agreement of sale on 13.5.2013 and subsequently a Sale Deed dtd. 19.2.2014 was executed by the Plaintiff infavour of the Defendants in respect of plot of land and also an Agreement of Construction for carrying out the construction of the bungalow in the above said Plot by Plaintiff on 19.2.2014. In the booking form dated 01.04.2013, the Plaintiff has spelt out the schedule of payments to be made by the Defendants on various dates which was also signed by the Defendants agreeing for the terms and conditions.
3. The Plaintiff has carried out its part of the contract i.e., the construction and informed the Defendants vide their letter dated 08.11.2014 regarding the nonpayment of 4th and 5th Installments of Rs.13,55,000/-. The Plaintiff further addressed another letter on 25.11.2014 alongwith an accounts statement requesting the Defendants to take possession of the Bungalow after paying the balance amount which was payable by the Defendants to the

Plaintiff. The Defendant did not give any reply. The Plaintiff after waiting for a substantial period sent another reminder on 28.4.2015 requesting the Defendants to pay the 5th and 6th instalments amounting to Rs.10,30,426/-, but there was no reply from the Defendants.

4. The Plaintiff submits that believing the Defendants' promise to clear the balance amount in installments has gone ahead and completed the construction. The only works that are pending is a last coat of paint and polish and installation of C.P. and sanitary ware. The same can also be completed in a week's time once the Defendants come forward to clear the dues and take possession of the bungalow.
5. The Plaintiff submits that as per the statement of account the Defendants are due an amount of Rs.20,55,093/- as on 17th November'2016, after giving credit to all the payments made by the Defendants and recoverable from the Defendants along with interest @ 18% p.a. The Plaintiff submits that they are ready to handover the bungalow as soon as the Defendants settle the dues but the Defendants failed to do so.

The above amounts includes the following

- a) Interest on delayed payments as on 17th November'2016 amounting to Rs.9,34,114/-
 - b) VAT Rs.65,000/-
 - c) Service Tax Rs.1,53,264/-
 - d) Corpus Fund of Rs.50,000/-
 - e) Maintenance charges upto November 2016 an amount of Rs.43,600/-
 - f) Electricity charges of Rs.3,675/-
 - g) Member ship fee of Rs.50/-
 - h) Misc. Charges Rs.390/-
6. The Plaintiff got issued a notice dated 16.8.2016 calling upon the Defendant to pay the outstanding amount of Rs.16,99,472/- as on 16.8.2016 along with interest and take possession of the constructed house which is ready for occupation. The Defendants

had received the notice but failed to reply. Therefore, the Plaintiff is constrained to file this suit for recovery of the amount due from the Defendants. The Plaintiff is filing the legal notice dated 16.08.2016 along with the postal acknowledgement.

7. The Defendant is now due a sum of Rs.20,55,093/- Hence this suit.
8. The plaintiff has not filed any suit in any court of law for the relief prayed hereunder:

V. CAUSE OF ACTION:

The cause of action for the suit arose on 01.04.2013 the date of booking of house by the Defendant, on 19.02.2014 when the Sale Deed and Agreement for construction were executed by the Plaintiff and on 01.04.2012 the date of notice, issued by the Plaintiff and on all the subsequent dates when the amounts remain unpaid.

VI. JURISDICTION:

The transaction took place at the registered office of the Plaintiff situated at Soham Mansion, M. G. Road, Secunderabad within the territorial jurisdiction of this Hon'ble Court and the claim is more than Rs.10 lakhs which is within the pecuniary jurisdiction of this Hon'ble Court and hence this Court has got jurisdiction to try this suit.

VII. COURT FEE:

The suit is valued for the purpose of Court fee and jurisdiction is at Rs.20,55,093/-. The plaintiff is herewith paying a court fee of Rs.23,026/- payable under Article: 1 B & C of the A.P.C.F and S.V. Act.

VIII. 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 Defendant as follows:

- a. To grant a decree for recovery of Rs.20,55,093/- directing the Defendants 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

PLAINTIFF

Date:

VERIFICATION

I, Soham Modi, S/o.late Sri Sathish Modi, partner of the Plaintiff, do hereby declare that the facts mentioned above are true to the best of my knowledge, hence verified.

Secunderabad.

Date:

PLAINTIFF

LIST OF DOCUMENTS

Sl.No.	Date	Documents
1.	27.11.2007	Office copy of Booking Form
2.	19.02.2014	Sale Deed
3.	19.02.2014	Agreement of construction
4.	08.11.2014	Payment reminder
5.	25.11.2014	Payment reminder
6.	28.04.2015	Payment reminder
7.	16.08.2016	Office copy of Notice
8.		Postal acknowledgement
9.		Firm Registration
10.		Statement of Accounts

Date:
SECUNDERABAD

COUNSEL FOR PLAINTIFF

-7-

IN THE COURT OF THE I
ADDL. CHIEF JUDGE
CITY CIVIL COURT
AT: SECUNDERABAD

O. S. No. 166 of 2016

Between:

M/s. Kadakia and Modi
Housing ... Plaintiff
AND

Mrs. K. Swarnalatha James
and another ... Defendants

PLAINT FILED U/s. 26 OF
C.P.C. FOR RECOVERY OF
RS. Rs.20,55,093/-

Filed on: 29/11/16

Filed by:

SHRI. C. BALAGOPAL

Advocate

103, Harivillu Apartments,
West Marredpally,
Secunderabad.
Phone No.9441782457

COUNSEL FOR PLAINTIFF

-7-

IN THE COURT OF THE I
ADDL. CHIEF JUDGE
CITY CIVIL COURT
AT: SECUNDERABAD

O. S. No. 166 of 2016

Between:

M/s. Kadakia and Modi
Housing ... Plaintiff
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103, Harivillu Apartments,
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Secunderabad.
Phone No.9441782457

COUNSEL FOR PLAINTIFF

IN THE COURT OF THE HON'BLE XXVII ADDL CHIEF JUDGE
AT: SECUNDERABAD

O.S. No. 166 of 2016

Between:

Kadakia and Modi Housing

...Plaintiff

AND

Mrs. K. Swarnalatha James & another

...Defendant

CHIEF AFFIDAVIT OF PW1

I, Venkataramana Reddy, S/o. Anji Reddy, aged 45 years, Occ. Asst. Manager, R/o. MG Road, Secunderabad, do hereby solemnly affirm and state on oath as follows;

1. I am the Asst. Manager of the plaintiff firm and as such I am authorized to depose on behalf of the plaintiff. I am well aware of the facts deposed hereunder;

2. I submit that, the Plaintiff is a partnership firm, having its registered office at 5-4-187/3 & 4, II floor, "Soham Mansion", situated at M.G.Road, Secunderabad, represented by its Managing Partner Sri Soham Modi and as such he is entitled to represent the plaintiff firm.

3. I submit that, the Plaintiff is in the business of construction of residential flats and houses. The Plaintiff has developed one such venture known as "Bloomdale" consisting of independent bungalows, situated at Shameerpet Village and Mandal, Medchal District., The defendants had approached the Plaintiff for purchase of Plot No.63, admeasuring 246 Sq.yards along with semi-finished construction having a built up area of 2077 Sq.ft, in the above venture along with a bungalow to be constructed on the said plot by Plaintiff for a total consideration of Rs.52,00,000/- plus other charges like VAT, Service Tax, stamp duty and registration charges. The defendant had booked the above property on 01-04-2013 and entered into an Agreement of Sale on 13-05-2013 and subsequently a Sale Deed dtd.19-2-2014 was executed by

Contd..2,

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the Plaintiff in favour of the defendants in respect of plot of land and also an Agreement of Construction for carrying out the construction of the bungalow in the above said Plot by Plaintiff on 19-2-2014. In the booking form dated 01-04-2013, the Plaintiff has spelt out the schedule of payments to be made by the defendants on various dates which was also signed by the defendants agreeing for the terms and conditions.

4. I submit that, the Plaintiff has carried out its part of the contract i.e., the construction and informed the defendants vide their letter dated 08-11-2014 regarding the nonpayment of 4th and 5th installments of Rs.13,55,000/-. The Plaintiff further addressed another letter on 25-11-2014 along with an accounts statement requesting the Defendants to take possession of the bungalow after paying the balance amount which was payable by the defendants to the Plaintiff. The defendant did not give any reply.. The Plaintiff after waiting for a substantial period sent another reminder on 28-4-2015 requesting the defendants to pay the 5th and 6th installments amounting to Rs.1,30,426/-, but there was no reply from the defendants.

5. I submit that, believing the defendants promise to clear the balance amount in installments has gone ahead and completed the construction. The only works that are pending is a last coat of paint and polish and installation of C.P. and sanitary ware. The same can also be completed in a week's time once the defendants come forward to clear the dues and take possession of the bungalow.

6. I submit that, as per the statement of account the defendants are due an amount of Rs.20,55,093/- as on 17th November, 2016, after giving credit to all the payments made by the defendants and recoverable from the defendants along with interest @ 18% p.a. The Plaintiff is ready to

Contd..3,

handover the bungalow as soon as the defendants settle the dues but the defendants failed to do so.

The above amounts includes the following:

- a) Interest on delayed payments as on 17th November, 2016 amounting to Rs.9,34,114/-
- b) VAT Rs.65,000/-
- c) Service Tax Rs.1,53,264/-
- d) Corpus Fund of Rs.50,000/-
- e) Maintenance charges upto November 2016 an amount of Rs.43,600/-
- f) Electricity charges of Rs.3.675/-
- g) Member ship fee of Rs.50/-
- h) Misc. Charges Rs.390/-

7. I submit that, the Plaintiff got issued a notice dated 16-8-2016 calling upon the defendant to pay the outstanding amount of Rs.16,99,472/- as on 16-8-2016 along with interest and take possession of the constructed house which is ready for occupation. The defendants had received the notice but failed to reply. Therefore, the Plaintiff is constrained to file this suit for recovery of the amount due from the defendants.

8. I submit that, the defendants is now due a sum of Rs.20,53,093/-.

I therefore, pray that the suit may be decreed as prayed for by the plaintiff.

Sworn and signed before me
On this the ____ day of April, 2019
At Secunderabad,

Deponent

Advocate/Secunderabad

IN THE COURT OF THE
HON'BLE XXVII ADDL CHIEF
JUDGE
AT: SECUNDERABAD

O.S. No. 166 of 2016

Between:

Kadakia and Modi Housing
...Plaintiff

AND

Mrs. K.Swarnalatha James &
another
...Defendant

CHIEF AFFIDAVIT OF PW1

Filed on: -04-2019

Filed by:
Counsel for Plaintiff

C.V. Chandramouli,
Advocate,
Secunderabad.

IN THE COURT OF XXVII ADDL. CHIEF JUDGE: CITY CIVIL COURT :

O. S. No. 166 of 2016.

Between :-

M/s. KADAKIA & MODI HOUSING : .. P L A I N T I F F.

A N D

K. SWARNALATHA JAMES & ANOTHER. .. D E F E N D A N T S.

WRITTEN STATEMENT FILED BY DEFENDANTS No.1 & 2

The Defendants No. 1 & 2 humbly submits as follows :-

1). The suit of the Plaintiff is most unjust, legally untenable, misconceived and the allegations made in the Plaint, which are not specifically admitted herein are totally false, baseless, and are hereby denied. The Defendants submit that the instant suit is devoid of merits and has to be Dismissed in limini with exemplary costs in as much as the same is instituted with speculative motive taking the judicial process as a lee in coercing the Defendant to come to terms.

2). The Instant suit has to be dismissed on the ground of 1). Suppresio Vari and suggestion falsie. 2). Frivolous and vexatious 3), Abusing judicial Process of law. 4). Agreement of Construction Dt. 19-02-2014 is fabricated document invented for the purpose of filing the suit. 5). The Defendants are not in due and not liable to pay the suit claim as such Plaintiff failed to prove existence of Legal Enforceable debt against the Defendants. 6). The Amounts shown under Alleged Statement of Account basing on which the above suit is filed are created and invented for the purpose of filing the suit. 7). Plaintiff having received entire sale consideration and so also costs of the construction committed breach of Contract and by suppressing actual facts got filed the above suit. 8). There is NO Agreement / Contract between Plaintiff and Defendants in respect of payment of alleged interest and other taxes as claimed by the Plaintiff. 9). This Honn'ble Court is not having jurisdiction to entertain the suit of the Plaintiff. 10). There is NO Valid & lawful Cause of Action arose for filing the suit by the Plaintiff against the Defendants.

3). The contents shown in the Cause title of the Plaint and so also contents made in Para No. I & II of the Plaint are in respect of the Description of the Parties, as such NO Specific Reply is required. However the Plaintiff is put to strict proof of the same.

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4). The allegations made in Para No. III of the Plaint that the Plaintiff is a Partnership firm duly Registered under the Partnership Act and the name of Soham Modi is shown as a Partner thereof in the Registrar of firms is hereby denied. In fact the Plaintiff has not furnished any documentary proof in support of the said allegations, as such the suit of the Plaintiff is liable to be dismissed for want of Registration of Plaintiff firm and so also the suit is not filed by the competent person as there is no valid authorization furnished or pleaded in the Plaint to prove that the person who signed the Plaint is holding valid and lawful authorization to represent on behalf of the Plaintiff. The suit is liable to be dismissed as the same is not filed by the Competent person.

5). The Plaintiff is put to strict proof of the allegations made in Para No. IV (a) of the Plaint that the Plaintiff is a Partnership firm, Reptd. By its Managing Partner having its Regd. Office at M. G. Road, Secunderabad. However the plaintiff has not filed furnished any documentary Proof to show that the person who signed is the Managing Partner and to also holding valid authorization to represent on behalf of the plaintiff firm.

6). The Plaintiff is put to strict proof of the allegations made in para No. IV (2) of the Plaint that Plaintiff is in the business of construction of residential flats and houses and got developed one such venture known as Bloomdale consisting of independent bungalows situated at Shameerpet Village and Mandal, Medchal District. The further allegations made therein under Para No. IV (2) of the Plaint are not correct. In reply to the said allegation it is humbly submitted that the representatives of Plaintiff approached the Defendants offering to sell the Residential bungalow / house situated at Shameerpet Village & Mandal, Medchal District. Accordingly the Defendants No.1 & 2 agreed to purchase the AI that Plot No.63, admeasuring an area of 246 Sq. yards, along with built up area of 2077 Sq. ft. In the Venture known as Bloomdale, at Shameerpet Village and Mandal, Medchal District.

7). In reply to the further allegations made therein under Para No. IV (2) of the Plaint that total sale consideration payable is Rs.52,00,000/- plus other charges like VAT, Service Tax, etc. are totally false and the same is hereby denied. The further allegation that Defendant booked the Plot No.63, on 1-4-2013 is not in dispute however further allegation that Defendant entered into Agreement of sale on 13-5-2013 is hereby denied. In reply to the said allegations Plaintiff obtained signatures of the defendants on blank documents / stamp papers and by suppressing actual facts / amounts got invented the said false claim by dividing the amounts into two parts etc. and filed the above suit against the Defendants by abusing the due process of law.

8). In reply to the further allegations It is humbly submitted that the Defendants in addition to the amounts / considerations paid by the Defendants, the Defendants further availed loan of Rs. 28,50,000/- from Can Fin Homes Ltd. Accordingly said Finance Company disbursed sum of Rs. 28,50,000/- on behalf of the Defendants to the Plaintiff for the purpose of purchasing the aforesaid Plot No.63 with building from the Plaintiff under Registered Sale Deed Doc. No. 1090/2014, Dt.19-03-2014 The Plaintiff having received entire sale consideration and so also construction amounts go executed Registered Sale Deed and further agreed to complete the construction within stipulate period but failed to do so.

9). The allegations made in para No. IV (3) to (5) of the Plaint are totally false baseless and are invented by the Plaintiff to extract money unlawfully from the Defendants as such the said allegations made there under are hereby denied. In reply to the said allegations Defendants are not in due and are not liable to pay any such amounts, much less alleged amounts to the Plaintiff as claimed by the Plaintiff in the above suit. The Plaintiff having received the entire sale consideration / cost of the construction taking undue advantage of the Defendants, more Particularly Defendant No.1 who is an Government Employee, due to transfers since 2015 onwards the Defendant No.1 along with Defendant No.2 are not residing at Hyderabad. The Plaintiff taking undue advantage of the said facts has not completed the construction and so also not even informed the Defendants about the stage of the constructions as agreed upon. It is pertinent to note that there is no document filed by the Plaintiff to prove and establish as to on what date the construction of the aforesaid Plot No.63 was completed and so also there is NO proof filed by the Plaintiff to show that the Plaintiff completed the construction of the Plot No.63 and so also about intimation given to the Defendants. The alleged documents filed in support of the Plaint does not reveal the service of documents / notice to the Defendants and same are created for the purpose of the suit.

10). It is further submitted on careful perusal of the documents filed in support of the Plaintiff claim are totally false and are hereby invented for the purpose of the suit. It is submitted that Reminder Letter Dt. 28-04-2015 alleged to have been addressed to the Defendants, which goes to show that the defendants have paid a sum of Rs. 43,95,000/- (Rupees Forty Three Lakhs and ninety five thousand only) whereas as per the contention of the Plaintiff under Par IV (2) of the Plaint, the total sale consideration is Rs. 52,00,000/- and if that is so, the alleged balance amount payable by the Defendants is only Rs. 8,05,000/-, whereas the Plaintiff got filed the above suit claiming Rs. 20,55,093/- (Rupees Twenty Lakhs fifty ..4..

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five thousand and ninety three only) as on 17-11-2016 without any valid ground/s and so also without any bonafide proof as to on what basis the Plaintiff claiming alleged amount when the Plaintiff failed to complete the construction works and delivery the finished House / Bungalow to the Defendants. .

11). It is submitted that the Plaintiff having received entire sale consideration deliberately shown only the sum of Rs.43,95,000/- and that to the Defendants having paid such huge amounts are not enjoying the property purchased by them and it is the Plaintiff who having received entire sale consideration failed to construct the building / house as per the terms and conditions within stipulated period and so also failed to intimate about the completion of the construction works of the building and failed to deliver the finished premises by duly completing the entire construction works as promised by the Plaintiff and on the other hand Plaintiff got filed the above suit, falsely claiming further amounts much less suit amount of Rs. 20,55,093/- together with interest @ 18% p.a. which the Plaintiff is not entitled for and so also the Defendants are not liable to pay.

12). It is humbly submitted that in view of the entire sale consideration paid by the Defendants to the plaintiff, the Plaintiff got executed Registered Sale Deed vide document No. 1090/2014, dt. 19-3-2014 and wherein the contents of the said document under Para No.3 of the Regd. Sale Deed, which goes to reveal that the Plaintiff delivered vacant peaceful possession of the Schedule Property to the Defendants, whereas contrary to the said fact the Plaintiff claims that the Possession of the property was not delivered to the Defendants, which shows the mala fide and dishonest intention of the Plaintiff make such false allegations.

13). It is humbly further submitted that Defendants are not in due and are not liable to pay the amounts claimed under Para No.5 of the Plaint. The Defendants have never committed any breach of agreement and so also the Plaintiff is not entitled to claim any interest much less a sum of Rs. 9,34,114/- as on 17-11-2016. It is pertinent to note that Reminder Letter Dt. 28-04-2015 alleged to have been issued by the Plaintiff goes to reveal that Defendants have paid a sum of Rs.43,95,000/- and if that is so as per the contention of the plaintiff the balance amount is Rs. 8,05,000/- for which the Plaintiff claiming interest of Rs. 9,34,114 /- for the period i.e. 28-4-2015 to 17-11-2016, @ 18% p.a. which shows the dishonest intention of the Plaintiff who got filed the above suit with false allegations.

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14). The allegations made in Par No. IV (6) & (7) of the Plaint are totally false baseless and the same are hereby denied. In reply to the said notice it is humbly submitted no such alleged notice has been issued by the Plaintiff much less on 16-8-2016 and these Defendants are not served the alleged notice as such the question of issuing reply does not arise and more over as on the date of issuing the alleged notice the Defendants are not in due and are not liable to pay any amounts much less a sum of Rs. 20,44,093/-. The Plaintiff is put to strict proof of the contents made in Para No.8 of the Plaint.

15). In reply to Para No. V of the Plaint, there is NO CAUSE OF ACTION AROSE as alleged by the Plaintiff on 01-04-2013 OR on 19-2-2014 OR 01-04-2012, FURTHER the Defendants are not in due and are not liable to pay the alleged suit claim. On the other hand the Plaintiff who committed breach of agreement / Sale and failed to complete the constructions works and got filed the above suit claiming the amounts basing on the false documents invented and created by the plaintiff, which the Defendants are not liable to pay. Thus suit is liable to be Dismissed for want of specific / Valid cause of action.

16). In reply to Para No. VI of the Plaint, it is humbly submitted that the Property purchased by the Defendants situated at Shameerpet Village & Mandal, Medchal District and the entire transaction took place at Shameerpet Village & Mandal, Medchal and as such the Courts at Medchal District (earlier known as R.R. District) are having territorial and pecuniary jurisdiction to entertain the suit and not as alleged by the Plaintiff.

17). In reply to Para No. VII of the Plaint, it is humbly submitted that the Defendants are not in due and are not liable to pay alleged amounts to the plaintiff and the Plaintiff valuing the suit claim @ Rs.20,55,093/- does not arise as such the court fee paid by the Plaintiff is not proper and the same is hereby denied. The Defendants further submits that the suit is liable to be dismissed as there is NO Legally enforceable debt exists against the Defendants and there is NO alleged cause of action arose as claimed by the Plaintiff.

18). The Defendants further submits the contents of the Plaint and so also Documents No.1 to 10 filed along with the Plaint does not reveal any Legally enforceable Debt / liability against the Defendants, as such the question of Defendants liable to pay the alleged suit claim does not arise. Further alleged suit documents are fabricated and created for the purpose of filing

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the suit more particularly Agreement of Construction and Statement of Accounts etc. Thus the Plaintiff is not entitled for any relief much less the relief sought in the Plaint.

THEREFORE THE DEFENDANTS PRAYS THAT THIS HON'BLE COURT MAY BE PLEASED TO DISMISS THE SUIT WITH COSTS AGAINST THE DEFENDANTS No.1 & 2.


Counsel for Defendants No.1 & 2.

DEFENDANTS No.1 & 2.

VERIFICATION

WE, 1). Mrs. K. SWARNALATHA JAMES, & 2). JAMES KALWALA, (Defendants No.1 & 2), do hereby state that the facts stated above are true to the best of our knowledge, information and belief. Hence verified on this the 22nd day of OCTOBER 2018.

SECUNDERABAD :
Date: 22-10-2018.

DEFENDANTS No.1 & 2.

IN THE COURT OF XXVII ADDL. CHIEF JUDGE:
CITY CIVIL COURT :

O. S. No. 166 of 2016.

Between :-

M/s. KADAKIA & MODI HOUSING .

.. PLAINTIFF.

AND

K. SWARNALATHA JAMES & ANOTHER.

.. DEFENDANTS.

DOC.

- 1) Authorisation letter.
- 2) Firm Registration Certificate
- 3) Agreement of Sale
- 4) Account Statement approved
by Ajay modia.

WRITTEN STATEMENT FILED BY
DEFENDANTS No.1 & 2

Filed on: 22 - 10 - 2018.

Filed by:

M. Shiva Shekar.
P. Ananthiah,
M. Chandra Shekar.
M. Naga Shekar,
Advocates:
H.No.11-3-664/191,
Parsigutta, Sec'bad.
Phone No. 9246521602

Counsels for Defendants.