

(Order V Rule 3 & 5)

AT

O.S.No.

of 206

PETITIONER

AND

DEFENDANT

To,

has instituted a suit against you for

You are hereby summoned to appear in this court in person or by a Pleador duly instructed and able to answer all material questions relating to the suit or who shall be accompanied by some person able to answer all such questions on the 28 day of 9 2007, at 10-00 O'Clocks in the forenoon to answer the claim and further you are hereby directed to file within 30 days of Service of this Summon a written statement of your defence and to produce on the said day all documents in your possession or power upon which you base your defence.

TAKE NOTICE that in default of your appearance and to file your written statement within 30 days the suit will be heard and determined in your absence.

GIVEN under my hand Seal of the court this

day of 200

NOTICE: Should you appear your witness will not attend of their own accord you can have summons from this court to complete the attendance of any witness and the production of any document that you have a right to call upon the witness to produce on applying to the Court and an depositing the necessary expenses.

If you admit of the claim you should pay the money into the court together with the cost of the suit, or in execution of the decree which may be against your person or property or both.

B. S. Chari
IN THE COURT OF DISTRICT JUDGE, MEDCHAZ
RANGA REDDY DISTRICT
AT ~~MALKAJGIRI~~ *L.R. Nagar*

O.S.No. 535 of 2015

Between:

B.Chakradhari S/o B Seetharama Sarma,
Aged 40 years, Occ: Private service,
R/o Plot No.S.16, R.K. Housing Society,
ECIL Post, Hyderabad.500 062

Plaintiff

And

1. Master C.Shashir S/o C Rajesh, aged 14 years,
Occ: Student
2. Baby C.Vithica D/o C Rajesh, aged 17 years,
Occ: Student
- 3.Smt.Deepthi Rajesh D/o Mr.Radhaswamy, aged: 42 years,

The Defendant Nos. 1 and 2 being the Minors,
represented by their mother and natural guardian
the Defendant No.3, and all are
R/o House No.74/6, East Marredpally,
Secunderabad.500 006

Defendants

SUIT FOR SPECIFIC PERFORMANCE
PLAINT FILED UNDER SEC.26 R/W ORDER VII RULE 1
OF CIVIL PROCEDURE CODE

I. Description of the Plaintiff :

The description of the Plaintiff is the same as mentioned in the cause title and the address of the Plaintiff for the purpose of service of all notices, process, etc., is that of his Counsel: M/s M Sreedhara Murthy, P Krishnaiah, E Shravan Kumar, M Anand, Advocates, I Floor, Sai Brindavan Mansion, Railway Station Road, Sai Nagar, Malkajgiri, Hyderabad.

II. Description of the Defendants :

The description of the Defendants for the purpose of service of all notices, process, etc., is the same as mentioned in the cause title.

(B. S. Chari)

13 AUG 2015

III. The Plaintiff respectfully submits as under :

That the Defendant Nos.1 and 2 herein are the absolute owners and possessors of Plot Nos.17 and 18 in Deepthi Villas each admeasuring 257 Sq yards or 214.85 Sq meters in Sy.No.32/Part situated in Muraharipalli, Yadaram village and Gram Panchayat, Medchal Mandal, RR District herein called as 'suit schedule property'. The mother of the Defendant Nos.1 and 2 namely Smt C Deepthi, the Defendant No.3 herein, to meet the financial requirements of the family including the welfare of the Defendant Nos.1 and 2, had approached the Plaintiff and requested to arrange a sum of Rs.12 lakhs as hand loan. As the father of the Defendant Nos. 1 and 2 and the husband of the Defendant No.3 was known to the Plaintiff, the Plaintiff had advanced the said sum of Rs.12 lakhs to the mother of the Defendant Nos. 1 and 2 through the cheque No.690492 drawn in ING Vysya Bank Ltd., Malkajiri Branch for Rs.12 lakhs on 12/11/2010. The said cheque was encashed by the mother of the Defendant Nos. 1 and 2. However, in spite of assuring to repay the said money, the Defendants No.3 failed to repay the same in spite of many oral requests and demands made by the Plaintiff.

2. It is further submitted that the mother of the Defendant Nos. 1 and 2 had offered the suit schedule property in lieu of her repaying the loan amount by fixing the sale consideration at Rs.15 lakhs for selling the same. Without there being any other alternative, the Plaintiff was constrained to accept the said offer and accordingly an Agreement of Sale dated 24/01/2015 was executed by the Defendant Nos. 1 and 2 represented by their mother, the Defendant No.3, as the Defendant Nos. being the minors. It is pertinent to mention that the payment earlier made by the Plaintiff was reflected in the said Agreement of Sale. To instill confidence in the mind of the Plaintiff the Original Gift Deed Nos. 78980 of 2005 and 78990 of 2005 both dated 17-06-2005 in favour of the Defendant Nos. 1 and 2 were handed over by the Defendant No.3 to the Plaintiff which are being filed alongwith the suit as Annexures.

2. It is pertinent to mention that as per the Clause No.8 of the Agreement of Sale, the mother was under the obligation to obtain permission from the District

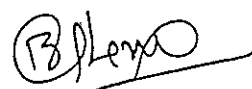
(Signature)

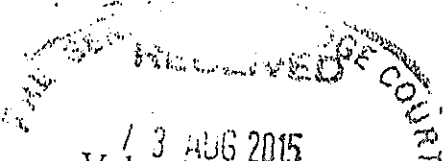
Judge, for selling the property. In spite of lot of persuasion, the mother of the Defendants has been telling lies with regard to obtention of permission from the Court of law. However, the Plaintiff has been ready and willing to pay the balance sale consideration of Rs.3 lakhs within the stipulated period of 100 days as stipulated in the Agreement of sale and even now the Plaintiff is ready and willing to perform his part of contract by paying the balance sale consideration and get the sale deed registered in his favour but the Defendant Nos. 1 and 2 represented by the Defendant No.3 has been dodging the matter under one pretext or the other.

4. That the Plaintiff was constrained to issue legal notice on 04/07/2015 calling upon the Defendants to execute and register the sale deed in respect of the suit schedule property by receiving the balance sale consideration. The said Notice was replied by the Defendants on 23-07-2015 asserting false and baseless grounds. Hence the evil intentions of the Defendants are very clear on the face of it. That the hand loan of Rs.12 lakhs was availed by the Defendant No.3 for the welfare and interests of minor children and for family necessities. That the Plaintiff reliably learnt that the Defendants' mother is in deep financial crisis and she has been trying to alienate the suit property which is covered in the Agreement of sale to third parties by depriving the rights of the Plaintiff over the suit schedule property. Hence the Plaintiff is also seeking the relief of Injunction restraining the Defendants from alienating the suit property.

5. Declaration: The Plaintiff has not filed any other suit for the relief sought for in this suit and there is no suit pending in between the parties herein for the relief sought for in this suit.

6. Cause of action: The cause of action arose on 12/11/2010 when the Plaintiff had advanced a sum of Rs.12 lakhs to the Defendants' mother as hand loan, on 23/01/2015 when the Defendants' mother entered into Agreement of sale with the Plaintiffs to sell the suit schedule property, on 04/07/2015 when the Plaintiffs got issued legal notice to the Defendants mother calling upon her to execute and register the sale deed in respect of the suit schedule property in favour of the Plaintiff, and on 23-07-2015 when the Defendants mother got issued reply notice to the Plaintiff asserting false and baseless grounds.





-4-

Valuation: The suit is valued at Rs. 15,00,000/- being the sale consideration as shown in the Agreement of sale and a court fee of Rs. 17,496/- paid under Sec. 39 of AP Court Fee and Suits Valuation Act, which is sufficient.

Jurisdiction: The suit schedule property is situated in Yadaram village and Gram Panchayat, Medchal Mandal, RR District as such this Hon'ble has got territorial and pecuniary jurisdiction to entertain and try the suit.

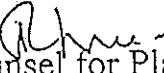
Limitation: The suit Agreement of sale in respect of the suit schedule property was entered into on 23/01/2015 as such the suit is filed within the period of Limitation, as the suit is filed within a period of three years from the date of denial of performance of contract i.e., on 23-07-2015.

Prayer:

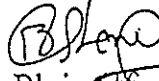
It is therefore prayed that the Hon'ble court may be pleased to pass Judgment and Decree in favour of the Plaintiff and against the Defendant as follows:

- (a) To pass Decree in favour of the Plaintiff and against the Defendants, being Minors, represented by their mother and natural guardian, their heirs, successors in interest, Attorneys, etc., to execute and register the sale deed in respect of the suit schedule property in favour of Plaintiff or in favour of his nominees, by receiving the balance sale consideration of Rs.3 lakhs or in the event of impossibility of granting the relief of Specific Performance, the Decree against the Defendant No.3 be granted directing her to pay the sum of Rs.12 Lakhs alongwith interest @ 18% P.A. from 12-11-2010 till the date of repayment of entire money as alternative relief in favour of the Plaintiff.
- (b) To grant the relief of Perpetual Injunction restraining the Defendants, being minors, represented by their mother and natural guardian; their heirs, successors in interest, Attorneys, agents, etc., from alienating the suit schedule property in any manner whatsoever,
- (c) To award cost of the suit proceedings,

(d) To grant any other relief or reliefs for which the Plaintiffs are entitled.


Counsel for Plaintiff

Date: 13/08/2015


Plaintiff

VERIFICATION

I B Chakradhari, the Plaintiff herein do hereby verify the above contents in paras 1 to as true and correct to the best of our knowledge, belief and information. Hence verified.


Plaintiff

SCHEDULE OF PROPERTY

All that Plot Nos.17 and 18 in Deepthi Villas each admeasuring 257 Sq yards or 214.85 Sq meters in Sy.No.32/Part situated in Muraharipalli, Yadaram village and Gram Panchayat, Medchal Mandal, RR District bounded by :

North : Plot No.16

South : Plot No.19

East : 30' wide road

West : Plot Nos. 3 and 4

VERIFICATION

I B Chakradhari, the Plaintiff herein do hereby verify the above contents in Schedule of Property as true and correct to the best of our knowledge, belief and information. Hence verified.


Plaintiff

LIST OF DOCUMENTS FILED

Sl.No.	Date	Parties	Description
1.	23/01/2015	Plaintiff/Defendants	Agreement of sale
2.	04/07/2015	do.	O/c of legal Notice
3.	23/07/2015	Def/Plaintiff	Reply Notice

4. 17/06/2005

Defendant No. 2

Original Gift Deed

No. 78980 of 2005

5.

6. 17/06/2005

Defendant No. 1

Original Gift Deed

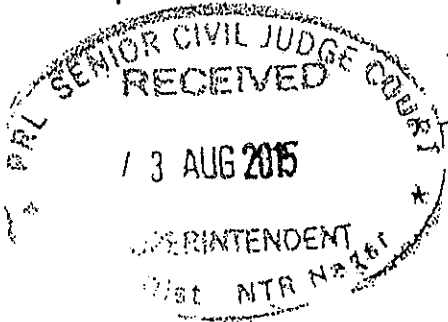
No.. 78990 of 2005

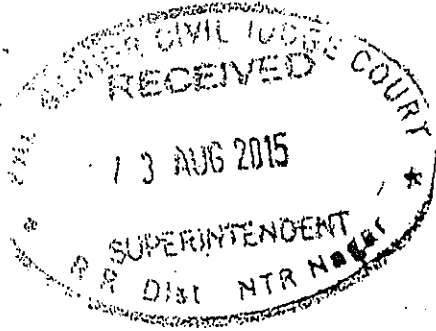
6.07/06/15

Acknowledgement.

[Signature]

Plaintiff





IN THE COURT OF
DISTRICT JUDGE,
RANGA REDDY DISTRICT,
MALKAJGIRI

O.S.No. of 2015

Between:

B Chakradhari
Plaintiff

And

Master C Shishir & another
Defendants

Suit for Specific Performance
& Perpetual Injunction
Plaint filed U/s 26 R/w Or.VII
Rule 1 of C.P.C.

Filed on : 13/08/2015

Filed by :

M/S M Sreedhara Murthy

P Krishnaiah,

E Shravan Kumar,

M Anand,

Advocates

Counsel for Plaintiffs,

I Floor, Sai Brindavan Mansion,
Sai Nagar, Rly Station Road,
Malkajgiri, Hyderabad.

STATUS QUO ORDER
IN THE COURT OF THE SENIOR CIVIL JUDGE, AT MEDCHAL:
RANGA REDDY DISTRICT

I.A.NO. 598 OF 2015

IN

O.S.NO. 535 OF 2015

Between:

B.Chakradhari S/o Seetharama Sarma,
aged 40 years, Occ: Pvt Service, R/o Plot No.S.16,
Housing Society, ECIL Post, Hyderabad.500062.

..Petitioner/Plaintiff.

AND

Master C.Shashir & others.

..Respondents/Defendants.

To

- 1.Master C.Shashir S/o C.Rajesh,
aged about 14 years, Occ: Student,
2. Baby C.Vithica D/o C.Rajesh M.
Aged about 17 years, Occ: Student,
3. Smt. Deepthi Rajesh D/o mr.Radhaswamy,
aged about 42 years,

The Respondent Nos 1 and 2 being the Minors,
represented by their mother and natural guardian
the Respondent No.3, and all are R/o House No.
74/6, East Marredpally, Secunderabad.500006.

...Respondents/Defendants.

UPON MOTION made unto this court by Sri M.Sreedhara Murthy, Counsel for the petitioner/ Plaintiff and upon hearing the arguments of the said counsel for the petitioners and upon perusal of the material papers, affidavit, petition documents filed in support there of on this day this court doth order that issue urgent notice to the respondents, in the mean while both the parties are directed to maintain STATUS QUO with regard to title of the schedule property till 10-09-2015

This I.A., stands posted to 10-09-2015

Given under my hand and seal of this court on this the 13th day of August, 2015.

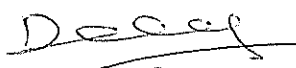



SENIOR CIVIL JUDGE AT MEDCHAL
RANGA REDDY DISTRICT

SCHEDULE OF PROPERTY

All Plot Nos.17 and 18 in Deephi Villas each admeasuring 257 Sq yads or 214.85 Sq meters in Sy.No.32/Part situated in Muraharipalli, Yadaram Village and Gram Panchayat, Medchal Mandal, R.R.District, bounded by:

NORTH	:	Plot No.16
SOUTH	:	Plot No. 19
EAST	:	30' wide road
WEST	:	Plot Nos.3 and 4


SENIOR CIVIL JUDGE: MEDCHAL:
RANGA REDDY

**IN THE COURT OF THE HON'BLE SENIOR CIVIL JUDGE,
RANGA REDDY DISTRICT,
AT:MEDCHAL**

O.S.No. 535 of 2015

Between:

B.Chakradhari S/o:B.Seetharama Sarma,
Aged 40 Years, Occ: Private service,
R/o Plot No.S.16, R.K. Housing Society,
ECIL Post, Hyderabad.500062

... Plaintiff

And

1 . Master C.Shashir S/o C Rajesh, aged 14 years,
Occ: Student

2. Baby C.Vithica D/o C Rajesh, aged 17 years,
Occ: Student

The Defendant Nos. 1 and 2 being the Minors,
Represented by their mother and natural guardian,
The Defendant No.3, and all are
R/o House No.74/6, East Marredpally,
Secunderabad.500 006.

3. Smt.Deepthi Rajesh D/o Mr.Radhaswamy, aged:42 years.

... Defendants

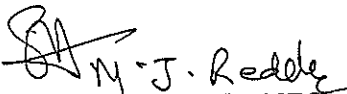
WRITTEN STATEMENT FILED BY THE DEFENDANTS ONE TO THREE
THESE DEFENDANTS RESPECTFULLY SUBMIT AS FOLLOWS :

- 1 . Paras I & II are the description of the parties, hence need no replay.
2. Most of the averments in the plaint are not true and the plaint is not maintainable under the law, as the schedule property belongs to the Minor's property. As such other allegations which are not specifically admitted herein are denied as false and the plaintiff is to put strict proof of the same.
3. In reply to para III, it is true that the defendant I & II are the absolute owners and possessors of the schedule property. The rest of the para is a manipulated and made out a story to develop the cause of the action to file the suit against the minors. Infact, the plaintiff and father of the Defendants 1 & 2, are the close friends, and father of the Defendants had ritt against the mother of the Defendants, and intentionally got the false transaction before the Defendants mother, the alleged cheque transaction was only to compress the mother of these Defendants, to overcome her, but their plan was not fruitfully materialized, and finally led to the divorce between these defendant's parents. Thus, the plaintiff intentionally and to torture their defendants mother, the plaintiff and father of these Defendants I&II filed this case against minors.

Deepthi

4. In reply to para III(2), the sale transaction is denied preliminary, the taking of the loan and other allegation are trash & false, giving original deeds by the defendant-3, are manipulated plan against mother of the Defendants I&II.
5. In reply to para III & IV , clause No. 8 of the Agreement of sale as well as the other things were not concerned to these Defendants. It is well known fact that a MINOR property, prior permission is required to enter into Agreement of sale, and other remaining para is denied in toto it, it is true that a notice got issued and it was got replied suitably.
6. In reply to para 5&6, it is submitted that since the suit itself is malafide and is filed to gain wrongfully and to illegally squat over the property, no cause of action arose to file the present suit and this Court may dismiss the suit with costs.

In light of the above made submissions, it is submitted that the plaintiff is not entitled for any relief as prayed for, it is therefore humbly prayed that this Hon'ble Court may be pleased to dismiss the suit with exemplary costs.


COUNSEL FOR DEFENDANTS

DATE: 04-11-2015
HYDERABAD.


DEFENDANTS

VERIFICATION

I, Smt. Deepthi. D/o: Radha Swamy, Aged about 42 years, Occ: Business, R/o.74/6, East Marredpally, Secunderabad, hereby state that the above mentioned facts are true and correct to the best of my knowledge, belief and legal advice. Hence verified on this day 4th of November, 2015 at Hyderabad.

Date : 04-11-2015
Hyderabad.


DEFENDANTS NO. 1 TO 3

SR 1306 / 115
4/11/15

IN THE COURT OF THE SENIOR
CIVIL JUDGE, R.R DIST
AT MEDCHAL

IN
O.S.No.535 OF 2015

Between:-

Master C.Shashir & Two Others

...Petitioners/Defendants

And

B.Chakradhari

...Respondent/Plaintiff

WRITTEN STATEMENT FILED
BY THE DEFENDANTS ONE TO
THREE

Filed on: 04-11-2015

Received by
by plaintiff's counsel
M. J. Reddy
4/11/15

Filed By: Counsel for

Defendants

M. Vishwanath Reddy

M. J. Reddy,

Advocates

Unit No. 110, Deepthi
Builders, YMCA Complex
Secunderabad.

DEPOSITION FORM
IN THE COURT OF THE SENIOR CIVIL JUDGE-CUM-ASSISTANT SESSIONS JUDGE,
MEDCHAL.RANGA REDDY DISTRICT.

OS.No.535 of 2015

Witness No. PW-1	
Name: B. Chakradhari	Occ: Pvt. employee
S/o: B. Seetharam Sharma	Address: ECIL post, Secunderabad
Age: 45 Yrs.	Date: 03-03-2021

Oath administered in accordance with the provisions of Oath Act, 44 of 1969 by the presiding officer,
Smt. D.Varoodhini, Senior Civil Judge-Cum- Assistant Sessions Judge, Medchal, Ranga Reddy District.

Chief Examination:- I am the resident of ECIL. I filed my evidence affidavit in lieu of my examination in chief. I am aware of the contents of affidavit and are true and correct to my knowledge.

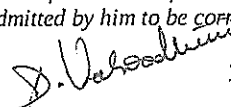
1. ExA1 is original agreement of sale dated. 24-01-2015
2. Ex.A.2 is office copy of legal notice
3. Ex.A.3 is reply notice
4. Ex.A.4 is original gift deed No. 78980/2005 dated. 17-06-2005
5. Ex.A.5 is original Gift deed No. 78990/2005 dated. 17-06-2005

Cross-Examination by Counsel for defendant:- Deffered at request of defendant.

Re-Examination:-Nil.


Deponent

*Typed to my dictation in the open court,
read over and explained/interpreted to the
witness, admitted by him to be correct.*


03/03/21
SENIOR CIVIL JUDGE-CUM-
ASSISTANT SESSIONS JUDGE,
MEDCHAL R.R.DISTRICT.

O.S.No.535/2015

No. of Witness: PW- 1

Dt.: 23-03-2021

PW-1 present, sworn in and tendered for his cross examination by learned counsel for the defendant:

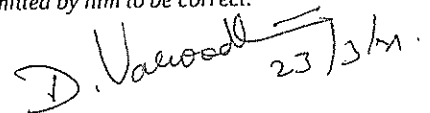
No representation for defendant, hence cross examination recorded as NIL.

Re-Examination:- Nil.



Deponent-

Typed to my dictation in the open court,
read over and explained/interpreted to the
witness, admitted by him to be correct.



SENIOR CIVIL JUDGE-CUM-
ASSISTANT SESSIONS JUDGE,
MEDCHAL R.R.DISTRICT.