

IN THE COURT OF THE I JUNIOR CIVIL JUDGE,
CITY CIVIL COURT, AT SECUNDERABAD

PRESENT: SMT. B.DEEPTI
I JUNIOR CIVIL JUDGE

DATED THIS THE 20th DAY OF JULY, 2022

O.S. No. 381 OF 2018

Between:

M/s. Modi Properties Pvt. Ltd.,
represented by its Managing Director,
Sri Soham Modi, having its office at 5-4-187/3 & 4,
II Floor, Soham Mansion,
M.G.Road, Secunderabad.

...Plaintiff

AND

The Relationship Manager,
Religare Finvest Ltd., Flat No. 401,
2nd Floor, G.S.Chambers, Nagarjuna Circle,
Punjagutta, Hyderabad.

Also at:
The Manager Religare Finvest Ltd.,
A-3/4/5, Tower-A, 5th floor, Noida, U.P.201301

Also at:
The Manager Religare Finvest Ltd.,
2nd Floor, Rajlok Building, 24 Nehru Place,
New Delhi.

...Defendant

CAUSE OF ACTION: The cause of action arose on 8.9.2011, the date of sanctioning of the loan, and on all such dates when the TDS was paid by the plaintiff on behalf of defendant, and on 24.11.2013, the date of closure letter of the said loan and on various dates when the plaintiff addressed letters to the defendant for reimbursing the TDS for EMI's, paid by the plaintiff on behalf of defendant and on 5.3.2018 when the plaintiff got issued a notice to the defendant.

VALUATION: The suit is valued at Rs.90,178/- and paid a court fee of Rs.3,266/- paid under Section 20 of Andhra Pradesh Court Fee and Suit Valuation Act.



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This suit is coming on this day before me for final hearing in
the presence of **Sri C.Balagopal, Advocate for plaintiff** and
Sri G.Kalyan Chakravarthi, Advocate for Defendant, and the



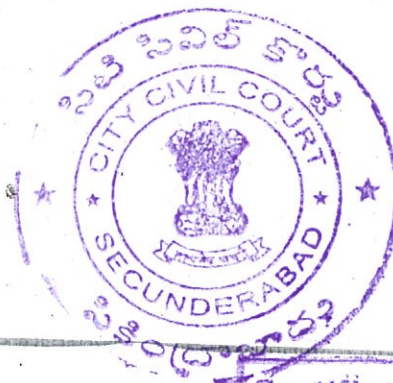
A handwritten signature in black ink, likely of the judge, Smt. B. Deepti.

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3. It was further contended that the plaintiff paid all the EMIs every month without deducting the TDS, thus the plaintiff has paid the TDS on behalf of defendant which is payable by the defendant and that the total amount of TDS in respect of the said transaction is Rs. 3,76,434/- out of which Rs. 2,86,256/- has been reimbursed by the defendant and the balance of Rs. 90,178/- is payable by the defendant to the plaintiff that is for period 2011-2012, 2012-2013, 2013-2014 and that the plaintiff has been regularly requesting the defendant through letters on various dates for repayment of TDS, but the defendant failed to refund the amount nor replied to the letters addressed by the plaintiff to the defendant and that the loan was closed on 24.11.2013 and the defendant had also issued a letter of closure.

4. It was further contended that plaintiff got issued notice to the defendant through its counsel on 5.3.2018 which was received by the defendant at their New Delhi Office, but the defendant failed to reply the same. Hence, this suit.

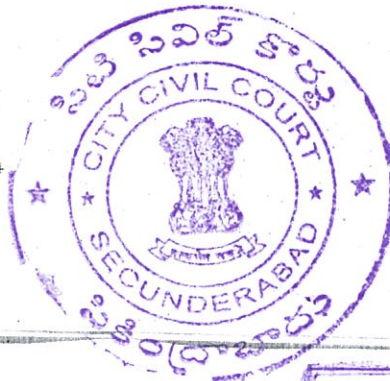
5. Sri G.Kalyan Chakravarthi, Advocate filed vakalath, but written statement not filed. Hence, treated no written statement.



12. Ex.A1 is original loan sanction letter, dt. 1.9.2011, Ex.A2 is original disburse letter, dt. 8.9.2011, Ex.A3 is original loan closure letter, dt. 12.9.2018, Ex.A4 is original correspondence regarding reimbursement of TDS, Ex.A5 is original chartered Engineer certificate, dt. 1.2.2018, Ex.A6 is office copy of legal notice issued on behalf of plaintiff, dt. 5.3.2018, Ex.A7 is original postal receipts, dt. 7.3.2018 and Ex.A8 is original authorisation set set letter, dt. 28.6.2022.

set set set set

13. The oral evidence supported by the documentary evidence shows that the plaintiff has taken loan amount of Rs. 1,10,00,000/- from the defendant and has repaid the entire loan amount and also paid TDS to the income tax authority on behalf of defendant Ex.A5 certificate shows that balance receivable TDS amount due by the defendant is Rs. 90,178/-. Therefore, the plaintiff is entitled for an amount of Rs. 90,178/- which is payable by the defendant. The oral and documentary evidence adduced by the plaintiff remained unrebutted and unchallenged by the defendant. Hence, the plaintiff is entitled for recovery of money of Rs.90,178/-



Ex.A6 - Office copy of legal notice issued on behalf of plaintiff, dt. 5.3.2018,

Ex.A7 - Original postal receipts, dt. 7.3.2018

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For the defendants:

--Nil--

I JUNIOR CIVIL JUDGE
CITY CIVIL COURT, SECUNDERABAD.

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C. SUPERINTENDENT



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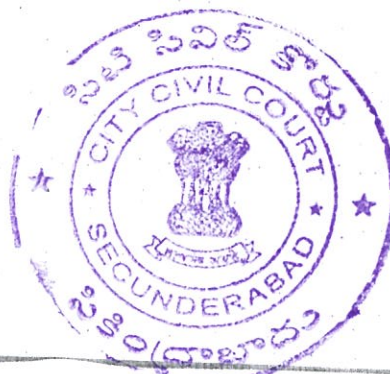
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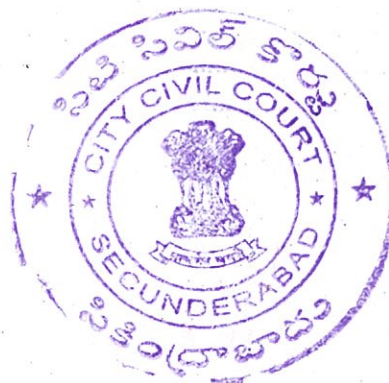
For the defendants:

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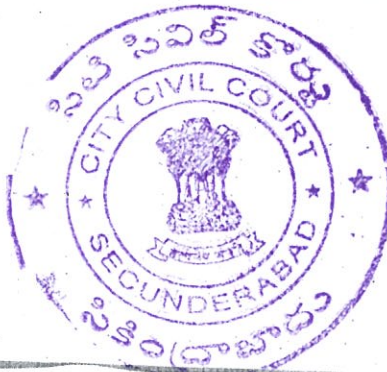
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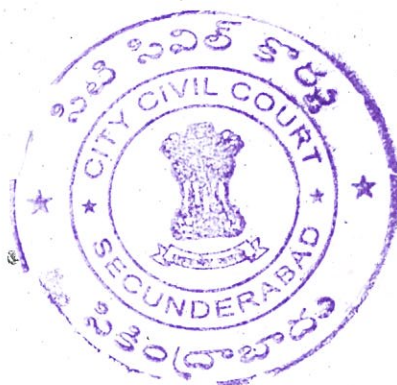
For the defendants:

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