

In the Court of the Honble T. J. J. and Judge C.C. 19518
AT Secunderabad
O.S. No. 456. of 2019

Between :

Allen Emmanuel

Plaintiff
Petitioner

Complainant
Appellant

M/s. villa orchid LLP & 2 others

Defendant
Respondent
Accused

1) M/s. villa orchid LLP. Rep by its, Mr. Mr. Soham nishi
2) Mr. Soham nishi
3) Anand S. Mehta All are D/o
S.4.182/34. 2nd Floor, Soham Mansion
S.4.182/34. Secunderabad. 500003.

do hereby appoint and retain

C. BALAGOPAL.

C.V. CHANDRAMOULI

AMEERUNISA BEGUM

ADVOCATES

Advocate/s to appear for me/us in the above Suit/Appeal/Petition/Case and to conduct and prosecute and defend the same and 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 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 this same in Honourable Court.

For VILLA ORCHIDS LLP

Anand Mehta
Managing Partner

2) [Signature]

3) Anand Mehta

Certified that the executant who is well acquainted with English, read this Vakalatnama that the contents of this Vakalatnama were read out and explained in Urdu /Hindi/Telugu to executant he/she/they being unacquainted 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 _____

Executed on this the 02th Day of August 2019

ADVOCATE

In the Court of the Honble I
Junior Civil Judge C.C.C.
AT Secunderabad.
O.S. No. 456. of 2019

Between :

Allen Emmanuel Plaintiff
Petitioner
Appellant
Complainant

AND

M/s. Villa Orchid & 2 others Defendant
Respondent
Accused

V A K A L A T
ACCEPTED

Filed on : 27/8/19

Filed By :

Advocate for :

Address for Service :

The Advocates' Mutually Aided Co-Op.
Society Ltd., City Civil Court, Hyderabad.
Phone : 2441 8387

IN THE COURT OF THE HON' BLE I JUNIOR CIVIL JUDGE:C.C.C.
AT: SECUNDERABAD

O.S. NO. 456 OF 2019.

Between:

Allen Emmanuel

...Plaintiff

AND

M/s. Villa Orchids LLP & 2others

...Defendants

WRITTEN STATEMENT FILED ON BEHALF OF THE DEFENDENT NO.1

In reply to the averments of the plaint filed by the Plaintiff this Defendant No.1 deny all adverse allegations or allegation which are not specifically admitted hereunder and herein and the Plaintiff shall strict proof of the same and the Plaint is not maintainable in according to the law and to dismissed in limini.

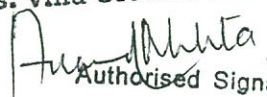
1. In reply to the unnumbered paras needs no reply.
2. In reply to the para No.1 of the Plaint, the Defendant No.1 submits that the Plaintiff himself approached the Defendants and agreed to purchase the Villa No. 102, on 28/02/2018 and as per the procedure the Defendant got issued the receipt and letter of conformation and booking form for Rs. 25,000/- towards booking the said villa on 28.02.2018 by receiving the advance amount of Rs. 2,00,000/- and it is denied that at any point of time this Defendants executives promised to arrange the housing loan to the Plaintiff to a tune of Rs. 55,00,000/- from IDBI Bank and it is also denied that they have processed many housing loans for their customers and the Plaintiff shall strict to the proof of such allegations made by him and as per the booking form clearing reflecting the mode of the payments of instalments shall pay the Plaintiff to the Defendant firm as per the schedule of instalments commencing from 15.03.2018 to 30.05.2019.

For M/s. Villa Orchids LLP


Authorised Signatory

3. In reply to the para No.2 of the Plaint, this Defendant No.1 deny all adverse allegations that the defendant executive promised to arrange the loan and grant time of 8 months for the payment of next instalment as per the schedule of booking form dated 28/02/2018 and one of the executive of the defendant made a false promises to the plaintiff that the plaintiff shall get a loan from IDBI Bank and pressurized to pay next instalment of Rs.8,80,000/- without getting the housing loan and that the plaintiff realized that he was induced to enter into the agreement of sale dated 16/05/2018 and supplementary agreement dated 17/05/2018 with the defendants upon fraud and misrepresentation by the defendants through executives is totally false and misconceived and the plaintiff created the false allegations for the purpose of filing of present suit and the plaintiff shall strict proof of the same made by him.
4. In reply to the Para No.4 & 5 of the plaint, it is true that the defendants issued a cancellation notice dated 04/07/2018 to the plaintiff, by cancelling the agreement of sale dated 16/05/2018, but, it is deny that the said cancellation issued on false and baseless allegations against the plaintiff and the acts of the defendants are illegally and arbitrarily and the defendants clearly got issued the legal notice dated 06/07/2018 to the plaintiff with regard to the threatens made by the plaintiff's father against the representatives or executives over phone and it is deny that the defendants demanded to the plaintiff to give a written apology letter to the defendants failing which the defendants will take legal action against the plaintiff and the defendants got issued the legal notice in order to avoid the return of advance sale consideration amount of Rs.2,25,000/- to the plaintiff and the rest of the allegations is hereby denied, for which plaintiff shall put to the strict proof of the same and the defendant at any point of time made misrepresentations and false promises to the plaintiff and that the plaintiff demanded to return of the forfeited amount of Rs.2,25,000/- and that the plaintiff is not entitled the said amount of Rs.2,25,000/- in view of the terms and conditions of the agreement of sale dated 16/05/2018 and the defendant is not liable to pay any amount as demanded by the plaintiff, as such the plaintiff is not entitled to claim any interest on forfeited amount and their is no cause of action to entertain the present suit and that the Hon'ble Court is not having jurisdiction to entertain the present suit and as such the plaintiff is not entitled any relief as prayed in plaint.

For M/s. Villa Orchids LLP


Authorized Signatory

5. The Defendant No.1 submit that the Plaintiff approached on 28/02/2018 and enter into the booking form and their after and also obtained a letter of confirmation dated 28/02/2018 in respect of villa No.102, Villa orchids, situated at Sy.No.1 to 7, at Kowkur, Bollarum, Secunderabad vide Booking form No.2212 and paid an amount of Rs.25,000/- by agreeing the total sale consideration amount of Rs.58,67,000/- exclusive of GST and registration charges. The booking form is tentative and it clearly mentions that it is subject to signing of Agreement of Sale within 15 days. It further states that housing loan is responsibility of purchaser clearly mention in clause 5.1. Further in the Agreement of sale in clause 8.5 & 8.6 clearly state that vendor shall not be responsible for the purchaser obtaining the housing loan and subsequently the plaintiff and defendant got entered into an agreement of sale dated 16/05/2018 by entering into terms and conditions in respect of the above referred property.

6. The plaintiff is well aware of the terms and conditions of the agreement of sale dated 16/05/2018 and the plaintiff also agreed with regard to the payment schedule by way of instalments and as per the said payment of schedule the plaintiff paid an amount of Rs.2,00,000/- on 19/03/2018 and as per the terms and conditions for the agreement of sale the defendant can cancel the agreement of sale and forfeit the amount paid by the plaintiff/purchaser and the plaintiff failed to pay the amounts as per the payment schedule dated 28/02/2018 and the defendant in view of the defaulter by plaintiff as per clause 10.1 of agreement of sale, the defendant got issued forfeiture notice dated 04/07/2018 by cancelling the agreement of sale and forfeiture of amount of Rs.2,25,000/- and the defendant also got issued legal notice dated 06/07/2018 to the plaintiff with regard to the threatens and abused by the father of the plaintiff against the defendant executives over the phone call and at any point of time the defendants promised to arrange the bank housing loan to purchase the villa and compel to pay the amount of Rs.2,00,000/- and made a false representations and the defendant himself is entitled to recover the amounts from the plaintiff @ 15% of the agreed total sale consideration for the cancellation charges from the plaintiff i.e., an amount of Rs.8,80,050/- and the defendant also initiating counter claim for the balance amount of Rs.6,55,050/- against the plaintiff in view of the clause 10.1.3 of the agreement of sale.

For VILLA ORCHIDS LLP

Authorised Signatory

7. The defendant No.1 submit that the suit is not maintainable as per clause 20.2 of Agreement of Sale“ That in case of any dispute between the parties arouse, the matter shall be resolved by arbitration under the provisions of the Arbitration and Conciliation Act,1996 the place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdictions shall be at Secunderabad, as per the above said clause the suit is not maintainable ins according to the law.
8. The Defendant No.1 is reserve to file his additional Written Statement during pendency of the case with due permission of this Hon'ble Court.

The Defendant No.1 therefore pray that this Hon'ble Court may be pleased to dismiss the above suit with exemplary costs and pass such other order or orders as this Hon'ble Court deems fit and proper under the circumstances of the case in the interest of justice.

For VILLA ORCHIDS LLP

Authorised Signatory

Place: Secunderabad

Date: 24/03/2022

Defendant No.1

VERIFICATION

I, Anand Mehta S/o. Sri. Suresh U Mehta, Occ: Authorized signatory of M/s. Villa Orchids LLP, (Defendant No.1) having its office at 5-4-187/3 & 4, IInd Floor, Soham Mansion, M.G.Road, Secunderabad-500003, do hereby declare that the averments of above mentioned paras 1 to 7 are true and correct to the best of my knowledge, belief & information. Hence verified on this the day of 28th day of February, 2022.

For VILLA ORCHIDS LLP

Authorised Signatory

Place: Secunderabad

Date: 24/03/2022

Defendant No.1

IN THE COURT OF THE HON' BLE I
JUNIOR CIVIL JUDGE:C.C.C.
AT: SECUNDERABAD

O.S. NO. 456 OF 2019.

Between:

Allen Emmanuel

...Plaintiff

AND

M/s. Villa Orchids LLP & 2 Others

...Defendants

WRITTEN STATEMENT FILED ON BEHALF
OF THE DEFENDENT NO.1

Filed on: 24.03.2022

Filed by: Sri. C. Balagopal,
C.V. Chandramouli,
P.Vikram Kumars
Advocates

Flat No. 102, Suresh Harivillu Apt
Road No.10, West Marredpally,
Secunderabad – 500026.

Counsel for Defendants

IN THE COURT OF THE HON' BLE I JUNIOR CIVIL JUDGE :C.C.C.
AT: SECUNDERABAD

O.S. NO. 456 OF2019.

Between:

Allen Emmanuel

...Plaintiff

AND

M/s. Villa Orchids LLP & 2 Other's

...Defendants

MEMO FILED ON BEHALF OF THE DEFENDENT NO.2 & 3

May it please to your honour,

It is humbly submitted that the Defendant No.1 filed the written statement and the averments of the written statement of Defendant No.1 may be treated and adopted as written statement of Defendant No.2 & 3.

Hence this Adoption Memo.

Place: Secunderabad.

Date: 24.03.2022



Defendant No.2



Defendant No.3

Counsel for Defendants

IN THE COURT OF THE HON'BLE I
JUNIOR CIVIL JUDGE:C.C.C.
AT: SECUNDERABAD

O.S. NO. 456 OF 2019.

Between:

Allen Emmanuel

...Plaintiff

AND

M/s. Villa Orchids LLP & 2others

...Defendants

MEMO FILED ON BEHALF OF THE
DEFENDENT NO.2 & 3

Filed on: 24.03.2022

Filed by: Sri. C. Balagopal,
C.V. Chandramouli,
P.Vikram Kumars
Advocates

Flat No. 102, Suresh Harivillu Apt
Road No.10, West Marredpally,
Secunderabad – 500026.

Counsel for Defendants