

IN THE COURT OF THE  SENIOR CIVIL JUDGE:  
CITY CIVIL COURT: AT SECUNDERABAD

O.S. No. 191 OF 2018

**Between:**

M/s.Silver Oak Reality,  
(Formally Known as M/S Mehta & Modi Homes)  
Represented by its Managing Partner  
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,  
2<sup>nd</sup> Floor, G.S.Chambers, Nagarjuna Circle,  
Punjagutta, Hyderabad-34.

**ALSO AT:**

The Manager Religare Finvest Ltd.  
A-3/4/5, Tower-A, 5<sup>th</sup> Floor, Noida, U.P.-201301.

**ALSO AT:**

The Manager Religare Finvest Ltd.  
2<sup>ND</sup> Floor, Rajlok Building, 24 Nehru Place,  
New DELHI-110019.

...Defendant

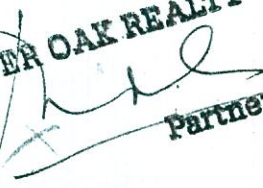
**PLAINT FILED U/S 26 OF C.P.C.**  
**FOR RECOVERY OF Rs.3,19,795/-**

**I. Description of the Plaintiff:**

The address for service of all notices, summons and process etc. on the Plaintiffs are as mentioned above and of their counsel Sri C.Balagopal, Smt.Ameerunnisa Begum, C.V.Chandramouli, Advocates, having office at Flat No.103, Suresh Harivillu Apartments, Road No.11, West Marredpally, Secunderabad.

**II. Description of the Defendant:**

The addresses for service of all notices, summonses and processes etc. on the Defendant is the same as mentioned above.

  
For SILVER OAK REALTY  
Partner

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 Submit that it has approached the defendant for a sanction of a loan of Rs.90 Lakhs which was repayable in monthly EMI. The defendant sanctioned the loan after due processing under a loan account bearing number XMORPAN00048078 was allotted to the plaintiff. The monthly EMI of Rs.2,28,541/- was payable every month for a period of 60 months.
2. The Plaintiff Submit that that the said loan was sanctioned and the plaintiff was regular in the payment of EMI every month. The EMI also attracted deduction of TDS. The plaintiff paid the entire EMI regularly and also paid the TDS on behalf of the defendant to the Income tax authority. The Plaintiff furnished the relevant TDS certificate to the defendant to show that the payment of TDS paid by the plaintiff on behalf of the defendant.
3. The Plaintiff Submit that it paid all the EMIs every month without deducting the TDS. Thus the plaintiff has paid the TDS on behalf of the defendant which is payable by the defendant. The total amount of TDS in respect of the said transaction is Rs.7,46,330/- out of which Rs. 4,26,535/- has been reimbursed by the defendant and the balance of Rs.3,19,795/- is payable by the defendant to the plaintiff. This is for the Period 2012 - 2013, 2013-2014, 2014-2015, 2015-2016, The plaintiff has been repeatedly requesting the defendant through letters on various dates for the repayment of TDS amount paid on behalf of the defendant by the plaintiff, but the defendant has failed to refund the amount nor replied to the various letters that the plaintiff had addressed to the defendant in this regard. The Loan was closed on 05.04.2016. The defendant had also issued a letter of closure.
4. The Plaintiff Submit that it got a notice issued to the defendant through its counsel on 5-03-20128 which was received by the defendant at their New Delhi office, but the defendant failed to reply the same.

For SILVER OAK REALTY  
Partner

5. The Plaintiff has not filed any suit for similar relief in this Hon'ble court or any other court against the Defendant Hence this suit.

**V. Cause of Action:**

The cause of action for this suit arose on 13.06.2012 the date of Sanctioning of the loan, and on all such dates when the TDS was paid by the plaintiff on behalf of the defendant, on 05.04.2016 the date of closure letter of the said loan and on various date when the plaintiff address the letters to the defendant for reimbursing the TDS for EMI's, paid by the plaintiff on behalf of the defendant and on 05.03.2018 when the plaintiff got issued a notice through its counsel and on all such dates when the TDS on EMI was not reimbursed.

**VI. Jurisdiction:**

The Loan Agreement was executed at the office of the plaintiff which is situated at Secunderabad which is within the territorial jurisdiction of this Hon'ble court, as such the Hon'ble Court can entertain and try the Suit. Hence this Hon'ble court has got territorial jurisdiction and the claim for TDS due is Rs.3,19,795/- as such this Hon'ble court has also got the pecuniary jurisdiction to try this suit.

**VII Limitation:**

The suit is filed within the limitation.

**VIII Court Fee:**

The suit is valued for the purpose of court fee and jurisdiction at Rs. 3,19,795/- which is the TDS Due unpaid by the defendant, and an advalorem court fee of Rs. <sup>5626</sup>-----/- is paid herewith U/s 20 of A.P.C.F. and S.V. Act.

**IX Prayer:**

The Plaintiff prays that this Hon'ble court be pleased to pass a Judgment and Decree in favour of the Plaintiff and against the Defendant granting the following reliefs:-

- a) To direct the Defendant to reimburse an amount of Rs.3,19,795/- being the TDS paid by the plaintiff on behalf of the defendant with interest @ 18% per Annum.

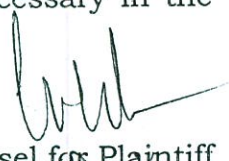
  
For                      OAK REALTY  
Partner

b) To grant the costs of the suit and

c) To pass such other relief or reliefs as are just and necessary in the circumstances of the case.

Place: SECUNDERABAD

Date: 11-6-18

  
Counsel for Plaintiff  
For SILVER OAK REALTY  
PLAINTIFF Partner

#### VERIFICATION

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

#### LIST OF DOCUMENTS

| Sl No. | Date       | Description                                    |             |
|--------|------------|------------------------------------------------|-------------|
| 1.     | 13.06.2012 | Loan Sanction Letter                           | Original    |
| 2.     | 05.04.2016 | Loan Closure Letter                            | Original    |
| 3.     |            | Correspondence regarding reimbursement of TDS  | Office copy |
| 4.     | 05.03.2018 | Legal Notice issued on behalf of the plaintiff | Office copy |
| 5.     |            | Postal return covers                           |             |
| 6.     |            | Postal acknowledgement                         |             |

Place: Hyderabad

Date: 11-6-18

  
Counsel for the plaintiff



  
IN THE COURT OF THE SENIOR  
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**FOR RECOVERY OF RS.3,19,795**

Filed on: 11-6-18

Filed by:

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**SRI. C. BALAGOPAL**

Advocate

103, Harivillu Apartments,  
West Marredpally,  
Secunderabad.