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SUMMONS FOR SETTLEMENT OF ISSUES
(Order V Rules 3 & 5)
IN THE COURT OF THE JUNIOR CIVIL JUDGE: AT MALKAJGIRI

O.S.NO. 4 OF 2023

BETWEEN:

Sri. Bahadur Singh Malik and another.

Petitioners/Plaintiffs

And

Kesavam Anjineyulu and others.

Respondents/Defendants.

To

.Mayflower Platinum welfare Association
Office at 3-4-82/1, Mayflower Platinum building,
Mallapur, Hyderabad.500076.

Whereas the Plaintiff has instituted as suit against you for you are hereby summoned to appear in this court in person or by a pleader 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 20/1/23 day of August 2009 at 10-30 O' clock 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 defense and to produce on the said day all documents in your possession or power upon which you base your defense.

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 20/1/23 day of 2009



NOTICE:

1. Should you appeared your witness will not attend on their own accord you can have summons from this court to compel the attendance of any witness and 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.

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

Central Nazir NAZIR
Pri. Dist. & Sessions Judge-
Pri. Judge Family Court
Medchal Malkajgiri District

IN THE COURT OF THE HON'BLE PRINCIPAL JUNIOR CIVIL
JUDGE: AT MALKAJGIRI

OS.NO. 4 OF 2023

BETWEEN:

1. Sri. Bahadur Singh Malik S/o Sri. Jagadarshan Lal Malik,
Age about 55 years, Occ: Business,
R/o Flat No. A-703, Mayflower Platinum,
Mallapur, Hyderabad-500076.
2. Sri. Manoj Kumar Srivastava S/o Sri. S.P. Srivastava,
Age about 60 years, Occ: Rtd Service,
R/o Flat No. C-704, Mayflower Platinum,
Mallapur, Hyderabad -500076.

Plaintiffs

And

1. Kesavam Anjineyulu S/o late K. Yadagiri,
Aged about 67 years, Ex Municipal corporator,
R/o 3-5-130/101, MAA Residency,
Annapurna Colony, Mallapur, Nacharam, Hyderabad.
2. Modi Properties Pvt Ltd. represented by its authorised signatory
Mr. Shoham Modi, Office at D.No. 5-4-187/3&4, M.G. Road,
Ranigunj, Secunderabad.
3. Mayflower Platinum welfare Association
Office at 3-4-82/1, Mayflower Platinum building,
Mallapur, Hyderabad. 500076.

..Defendants.

(D3 in found party)
PLAINT FILED UNDER ORDER VII RULE 1 AND 2
R/W SECTION 26 OF C.P.C. 1908.

I. DESCRIPTION OF THE PLAINTIFFS:

The description of the Plaintiff is the same as given on cause title.

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Sy. No. 82/1, Mallapur, Uppal Mandal, Medchal Malkajgiri District in
admeasuring 10,713 Sq.yards situated in Municipal D.No. 3-4-82/1, in
apartment was constructed by the 2nd Defendant over an extent of land
house, swimming pool and landscaped garden areas etc., and the said
ten upper floors along with common amenities like walking roads, club
"Mayflower Platinum" which consists of 189 flats with two basements,
residential Flats situated in a gated community Apartments namely

1. That the Plaintiffs are the absolute owners and possessors of the

FOLLOWS:

III. THE PLAINTIFFS RESPECTFULLY SUBMIT AS

above named defendants are the same as given in the cause title.
purpose of service of all the notices, processes and summons on the
The description of the Defendants and their addresses for the

II. DESCRIPTION OF THE DEFENDANTS

Hyderabad-500076.
No.608, A- Block, Mayflower Platinum, Mallapur, Nacharam,
Karanam Prabhakar, & Raziuddin Siddiqui, Advocates, office at Flat
and summons on the above named Plaintiff is that of his counsels Mr.
The address for the purpose of service of all the notices, processes

accordence with the sanctioned plan/ building permit order of GHMC vide permit No. 1/C1/02082/2019, dated 04.02.2019. Original brocher of the said Apartments and copy of the said sanctiond permit order are filed herewith marked as **document Nos.1 and 2**. That the Plaintiffs have purchased the residential flats Nos. A-308 & A-508 respectively under the registerd sale deeds vide document Nos.5449 of 2021 & 5449 of 2022 registered in the office of the Sub- Registrar, Kapra, Hyderabad from the 2nd Defendant.Certified copies of the said registered sale deeds are filed herewith marked as **document Nos. 3 & 4** . Similarly about 169 flats have been sold by the 2nd Defendant in the said Apartment building under various registered sale deeds and the remaining 29 flats are to be sold. Thus, the Plaintiffs and other owners of the said apartments have been residing peacefully in their respective flats for the past one year or so and enjoying the said civic amenities including the common areas on paying the monthly maintanance to the 3rd Defendant herein regularly. The 3rd defendant Association was registered by the 2nd defendant with their names and its office staff as office bearers conveniently. But till date 3rd defendant owners welfare Association has not been handedover to the owners of the said Apartment. Copy of the said list of the office bearers of the 3rd defendant Association is herewith filed marked as **Document No. 5**.

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2. That pursuant to the completion of the Mayflower Platinum Building in all respects, a room (W16 X L12) admeasuring approximately 120 Sq. feet has been constructed on the north-west corner of Basement Cellar -2 of the said Apartment by the 2nd Defendant herein as which is a left out open area laying on vacant on which the said room was constructed contrary to the sanction plan as the said room was not reflected in the sanctioned plan. In fact the said open area has been clearly shown in the plan of Basement -2 of the Apartments. Copy of the said plan is herewith filed marked as **document No. 6**. It is significant to state here that the said room was constructed against the sanctioned plan of Apartment building and also without the consent of the owners of the said apartments. In fact, the action of constructing the said room appears to be a clear violation of the sanctioned plan. Despite the objections by all the Plaintiffs and owners, the 2nd Defendant proceeded further and constructed the said room in highhanded manner deviating the sanctioned plan. As already stated the said room was constructed on the left open place which is laying vacant, certainly which comes into the purview of common areas on which all the owners have got undivided share. The defendant No.2 deliberately did not disclose the purpose of the construction of the said room to the Plaintiffs and the owners of the said Apartment despite several requests made by the Plaintiffs and other owners.

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3. That while things stood thus the Plaintiffs reliably learnt that the said room was constructed for the 1st defendant for his personal use and occupation as the said fact was informed by him to the security persons of the Apartment and also other owners and that he will be given an allotment letter for the aforesaid room by the 2nd Defendant at the earliest and the physical possession of the aforesaid room will be delivered to him immediately after the main door is fixed. It is significant to mention here that the 1st defendant is neither owner nor resident of the aforesaid Mayflower Platinum and he is an outsider and has nothing to do with the said Apartment or suit schedule property in whatsoever manner. In that regard a letter dated 30.12.2022 was addressed to the 2nd defendant requesting him not to deliver the said room to the 1st defendant and also informed to withdraw the said allotment letter if any issued to the 1st defendant. Office copy of the said letter is herewith filed marked as **Document No.7**. In fact the 2nd defendant has no rights & title of whatsoever to construct the said room and he constructed contrary to the sanctioned plan and as such the said room cannot be delivered with physical possession by way of allotment letter to the 1st defendant ignoring the valid rights of the Plaintiffs and owners over the common areas. It is pertinent to point out here that based on the alleged allotment letter no title or interest passed on to the 1st defendant as per

the A.P. Stamps & Registration Act as it is not registered instrument. As already stated the said room is constructed over the left out open area which comes under the purview of common areas and every owner of the flat in the said Apartments are vested with equal rights having undivided share over all the common areas including the said room. Therefore, the action of issuing the said alleged allotment letter with an intention to deliver the physical possession of the room to the 1st defendant is detrimental to the legitimate rights of Plaintiffs /owners of the said Apartment and as such the substantial rights of the owners over the common areas including on the said room will be deprived of. The Plaintiffs and the other owners have strongly objected the said illegal alleged allotment of the said room to him.

4. That while so, on 30.12.2022, at about 1.30 pm, the 1st defendant came and tried to enter into the said Apartment in order to take delivery of the said room forcefully with the help of his antisocial elements. However, on coming to know the same the Plaintiffs immediately came to the main gate of the Apartment along with the other owners and successfully could resist his trespass and illegal entry into the said room and strongly protested his forceful entry. On facing the strong resistance by the owners the 1st defendant left the said Apartment by warning the owners with dire consequences that he will come again with more strength of goondas &

Rowdys and occupy the said room. The said room was under the physical possession and enjoyment of the Plaintiffs and other owners. A bunch of photographs showing the physical possession of the Plaintiffs and owners who gathered in front of the said room is filed herewith marked as **document No.8**. As such the defendant No.1 has been interfering with the peaceful possession and enjoyment of the Plaintiffs over the said room in the suit schedule property. Infact, the Defendant No.1 posing himself as the owner of the said room without having any valid title or showing any iota of document has been trying to grab the said room in high handed manner.

5. That out set the 1st defendant is a Ex- counsellor and now he is in active politics and wanted to use and occupy the said room with an intension to conduct his polatical meetings & chitchats and more particulaly to celebrate parties and dinners therein as the general elections are underway. Therefore the Plaintiffs and other owners are under apprehension that the defendant No.1 certainly occupy the said room forcefully and create nuisance with his polatical party meetings and dinnar parties and there is every possibility of running an illegal activities, thereby he converts a peaceful atmosphere of a gated community apartment in to a fish market with his followers and partymen. Therefore in view of the above circumstances, the defendant No.1 is required to be restrained from entering into the said room and as such it

may be just and necessary to pass a perpetual injunction restraining the Defendant No.1 from taking forceble physical possession of the said room constructed which is in occupation and possession of the Plaintiffs and other owners. In fact defendant No.2 having colluded with the 1st defendant has been trying to deliver the said room illegally without having rights over the same. Thus, the Defendants have been causing a lot of interruption to the Plaintiffs and owners without any manner of right over the said room and creating nuisance with oblique motive to grab the said room. Some of the owners have given affidavits in support of the contentions of the Plaintiffs and supporting the case of the Plaintiffs and those affidavits have been filed herewith. It is necessary to mention below the relevant provisions of the A.P. Apartments (Promotion of Construction and Ownership) Act 1987.

"As defined in Section 3(d) (ii) of the said Act ' common areas and facilities' which includes the foundation, columns, girders, beams, supporters, main wall, roof including terraces halls, corridors, stairs, stairways, fire-escapes and entrances and exits of the building. As stated in Section 6 of the said Act after the plans, specifications and the nature of the fixtures, fittings, amenities and common areas are sanctioned by the local authorities or Urban Development Authority concerned and are disclosed to an intending transferee/purchaser the promoter/builder shall not make any additions, alterations therein without the previous

consent in writing of the transferee(s) and without the prior approval of the local authority or Urban Development Authority concerned.

Further "as defined in Section 9 of the said Act each apartment owner shall be entitled to the percentage of undivided interest in the common areas and facilities as expressed in the declaration and such percentage of the undivided interest in the common areas and facilities shall not be separated from the apartment to which it appertains and shall be deemed to be conveyed or encumbered with the apartment even though such interest is not expressly mentioned in the conveyance or other instrument. Each flat owner may use the common areas and facilities for the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other apartment owners. The said sanction also prohibits from making any alterations over the undivided interest of each apartment over in the common areas and facilities without the consent of the said owner".

Further Section 9 of the said Act each Apartment owner shall be entitled to the percentage of undivided interest in the common areas facilities as expressed in the declaration . Such percentage shall be computed by taking as basic the value of the apartment in relation to the value of the property and such percentage shall also reflect the limited common areas and facilities.

Further "as defined in Section 11 of the said Act no apartment owner shall add material structure or excavate any additional basement or cellar or do any other work which would be prejudicial to the

12/1/12

12/1/12




6. That as already stated above the corridors, steps, civic amenities, gardens, joint walls, etc., including the cellars, open areas or terrace area of the building are common properties. Every flat owner has got right to enjoy the undivided interest in the said common areas including open terrace and open areas in the cellar even though such interest is not expressly created through any conveyance or other instrument. But the Defendant No.2 being the builder claiming exclusive rights over the said room and allotting the same to defendant No.1 which is contrary to the said provision of law. Thus, the Defendants 2 has no exclusive rights of whatsoever to sell or allot or let out the said room to Defendant No.1 and it cannot claim the ownership rights based on such clauses even though which expressly created in the sale deed and the said clause is not binding on the purchasers in accordance with law.

Further as defined in "Section 24 of the said Act prohibition of selling, leasing and misuse of common areas and facilities:- The promoters or the owners of apartments shall not sell or lease out or misuse any common areas and facilities."

soundness or safety of the property or would reduce the value thereof or impair any easement or hereditament".

7. That in view of the above circumstances in case the preventive relief of permanent injunction is not granted, the Plaintiffs certainly would be put to grave and irreparable loss. Hence, it may be just and necessary to protect the physical possession of the Plaintiffs and other owners over the said room. The Plaintiffs are entitled to for the grant of the preventive relief of Permanent injunction as the plaintiffs and the owners of the said apartment have been in lawful physical possession over the said room since the date of construction. A bunch of electricity bills of the owners and Plaintiffs are filed herewith marked as **Document No.9**. Thus, the Plaintiffs are left with no option except approaching this Hon'ble Court seeking the aforesaid relief of permanent injunction. In view of the above facts and circumstances, the Plaintiff was constrained to file the above suit as a lawful owners and possessors for the relief of permanent injunction. The Plaintiff has not filed any suit or any other proceedings before any court of law basing on the similar cause of action seeking the similar relief as sought in the above suit. The documents filed herewith may be read as part and parcel of the above suit. The said room has been shown hereunder as the suit schedule of property.

IV. CAUSE OF ACTION.

The above facts constitute cause of action for filing the suit. The cause of action arose for filing the above suit when the defendant No.2

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M. J. K.

constructed the room in the left open area laying vacant on north west corner of the basement -2 of the Apartment and when the Plaintiffs came to know that the defendant No.2 has allotted the said room to 1st defendant unauthorizedly and when the Plaintiffs and other owners objected the said allotment and on 30.12.2022 at 1.30 pm when the defendant No.1 has tried to take delivery of the possession of the said room forcefully with anti social elements and when the Plaintiffs could resist his illegal entry into the suit schedule property and when the defendant No.1 threatened the Plaintiffs and owners with dire consequences. When the Plaintiffs addressed a letter to the 2nd defendant to withdraw the allotment letter. The above facts constitute the cause of action for filing the above suit.

V.LIMITATION

The suit is filed within the time stipulated under the Indian Limitation Act, 1963.

VI. COURT FEE AND SUIT VALUATION:

The suit schedule property is valued at Rs. 25000/- notionally as the suit is filed for Perpetual Injunction, the court fee is to be paid Rs.-----

under Article (1) and (c) of Schedule -I r/w section 26 (c) of the A.P.Court Fee and Suit Valuations Act, 1956 which is sufficient.

VI. JURISDICTION

The suit is valued at Rs. 25000/- This Hon'ble Court has therefore got pecuniary jurisdiction to try the suit.

The suit property is situated in Mallapur village Uppal Mandal, Hyderabad, therefore, this Hon'ble Court has got territorial jurisdiction to entertain the suit.

VII. PRAYER:

The Plaintiffs therefore pray that this Hon'ble Court may be pleased to decree the suit against the defendant No.1 by;

- a) granting perpetual Injunction restraining the Defendant No.1 ^{and 2} and his men, agents, persons claiming through him from interfering with the peaceful possession and enjoyment of the suit schedule property.
- b) award Costs.
- c) granting such other relief or reliefs to which the Plaintiff may be entitled to.

K. Prabhakaran
COUNSEL FOR THE PLAINTIFF

Shi
PLAINTIFF.NO.1

x *Vidya*
PLAINTIFF NO.2

SUIT SCHEDULE PROPERTY

All that the Room admeasuring Approximately 120 Sq. feet constructed over the open area/common area on the north-west corner of Basement Cellar -2 of the Mayflower Platinum Apartment building situated in Municipal D.No. 3-4-82/1, in Sy. No. 82/1, Mallapur, Uppal Mandal, Medchal Malkajgiri District, with following boundaries.

BOUNDARIES

North : Wall
South : Compound wall of Apartment
East: Alloted car parking area No.701
West: Lane

COUNSEL FOR THE PLAINTIFFS.

PLAINTIFF NO.1.

PLAINTIFF NO.2

VERIFICATION

I, Bahadur Singh Malik S/o Jagdarshan Lal Malik, age about 55 years, Occ: Business R/o Flat No. A-703, do hereby state that what is stated above is true to the best of my knowledge and belief. Hence verified on this the 2nd day of January 2023.

HYDERABAD
03.01.2023

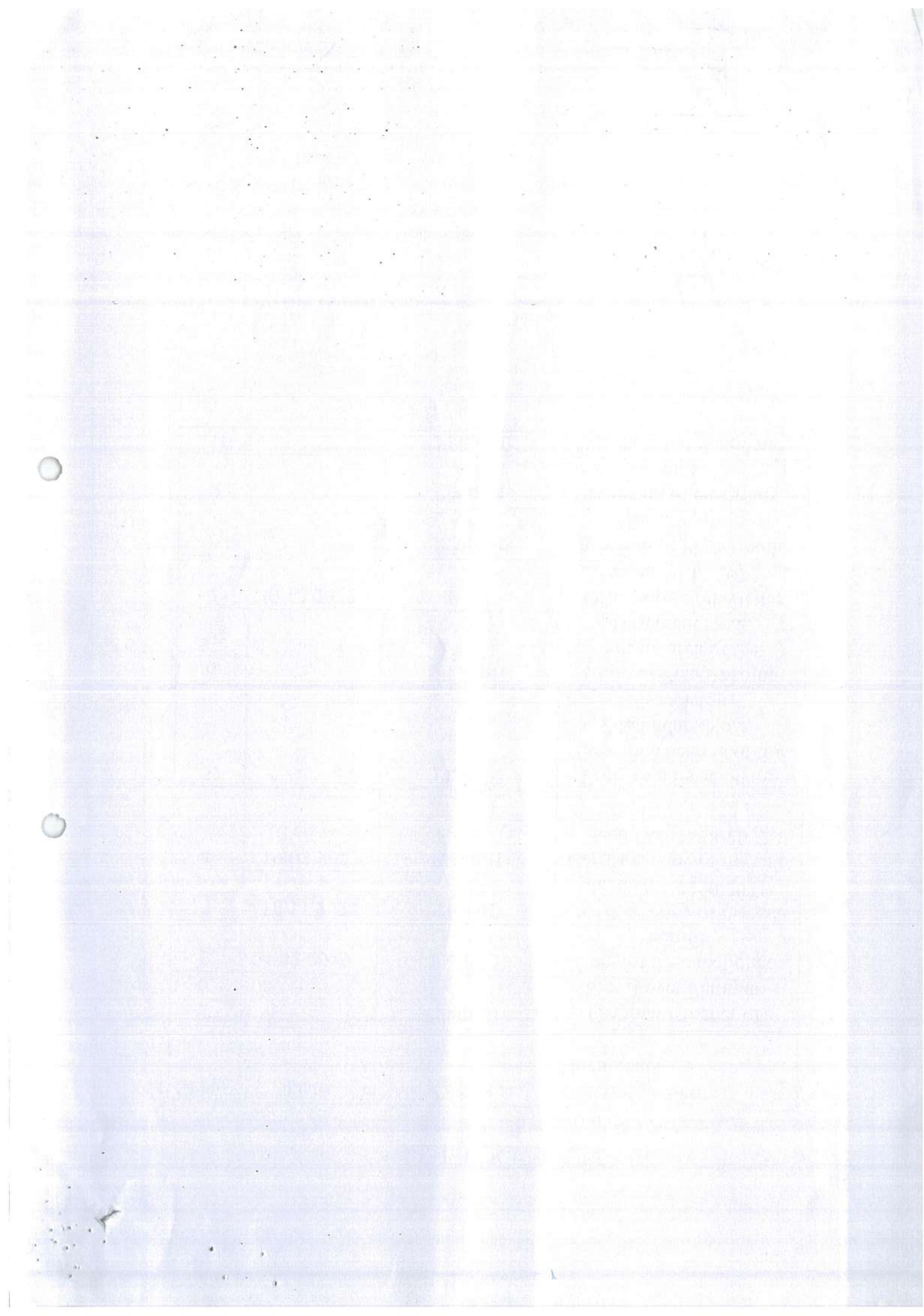
PLAINTIFF NO.1

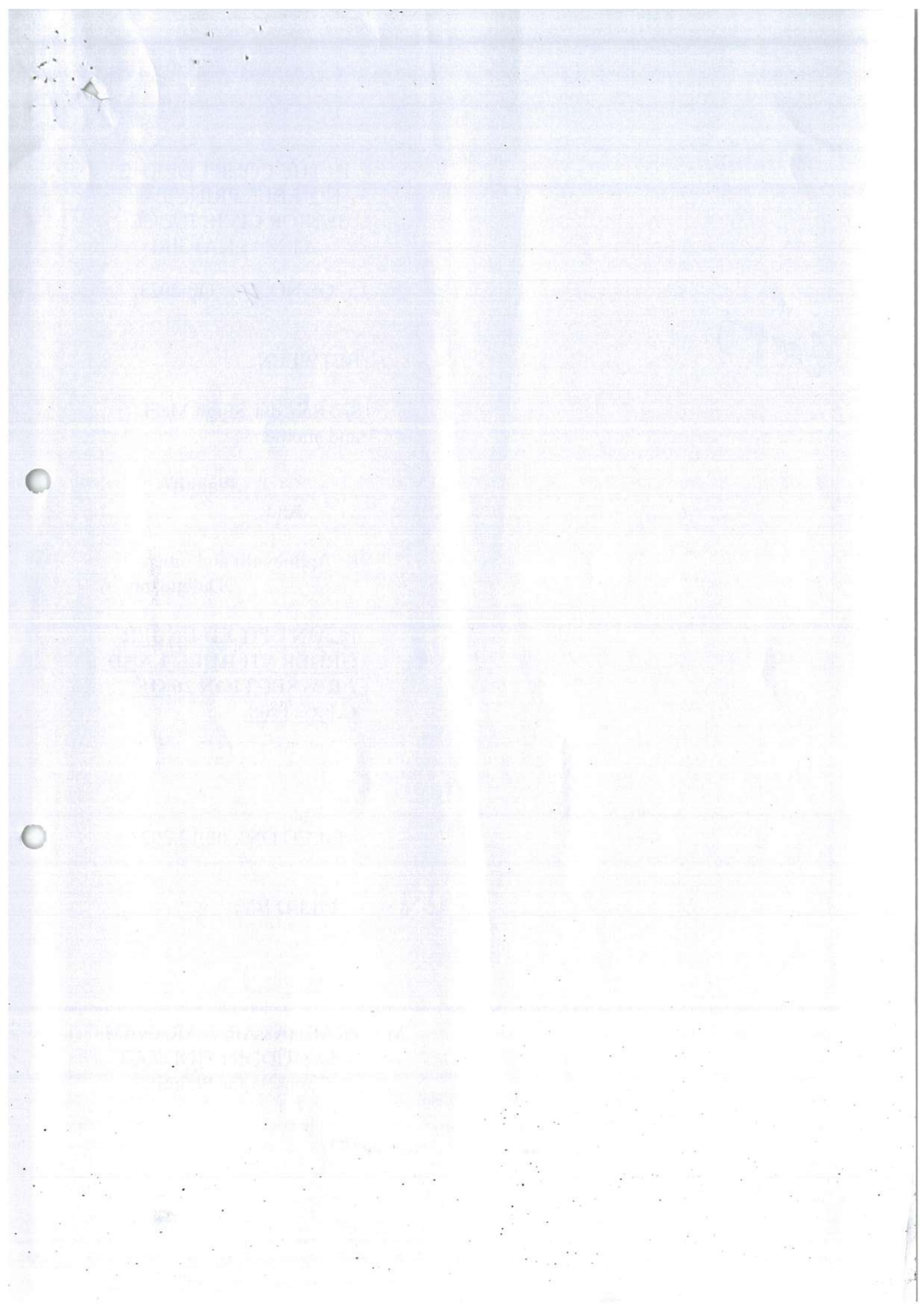
LIST DOCUMENTS

Sl.No	Date	Parties	Description of the Documents
1.		Plaintiff	Original Brocher of Mayflower Platinum
2.	04.02.2019	Plaintiff	Copy of the sanctioned permit
3.	18.11.2021	Plaintiff	Certified copy of the sale deed Doc.7250/2021
4.	19.03.2022	Plaintiff	Certified copy of the sale deed Doc.1838/2022
5.		Plaintiff	Copy of a list showing the office bearers of the defendant No.3 Associaton.
6.		Plaintiff	Copy of Plan shwoing vacant area of the Basement No.2.
7.	30.12.2022		Offie copy of the letter dated 30.12.2022
8.		Plaintiffs	A bunch of Photographs electricity bills.
9		Plaintiffs	A bunch of electricity bills .
10		Plaintiffs	Affidavits of the owners

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IN THE COURT OF THE
HON'BLE PRINCIPAL
JUNIOR CIVIL JUDGE:
AT MALKAJGIRI

OS.NO. 4 OF 2023.

BETWEEN:

Sri. Bahadur Singh Malik
and another

..Plaintiffs.

And

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Defendants.

PLAINT FILED UNDER
ORDER VII RULE 1 AND
2 R/WSECTION 26 OF
C.P.C. 1908.

FILED ON : 02.12.2023

FILED BY:

M/s PRABHAKAR KARANAM
RAZIUPDIN SIDDIQUE
Counsels for Plaintiffs

Soujanya