

**IN THE COURT OF THE HON'BLE JUNIOR CIVIL JUDGE::CITY CIVIL COURT
AT: SECUNDERABAD**

O.S. No.

OF 2021

Between:

M/s. B & C Eastes
A partnership firm,
Represented by its Managing Partner
Sri. Soham Modi S/o. Sri. Satish Modi,
aged about,having its office at
5-4-187/3 & 4, IInd Floor,
Soham Mansion, M.G.Road,
Secunderabad-500003.

...Plaintiff

AND

The Branch Manager,
HDFC Bank Limited,
Ground Floor, Usha Kiran Complex,
S D. Road, Secunderabad.

...Defendant

SUIT FOR RECOVERY OF MONEY
PLAINT PRESENTED UNDER ORDER VII RULE 1 & 2 R/W. SECTION 26 OF
CIVIL PROCEDURE CODE

I. THE NAME, ADDRESS AND DESCRIPTION OF THE PLAINTIFF:

The Name, Address and Description of the Plaintiff for the purpose of Service of Summons, notices and process etc., is as shown in the above cause title and that of their Counsels – Sri. Thumu Chandra Shekar, Mrs. J. Vimala, P. Vikram Kumar Advocates, Flat No. 32, III Floor, Sukhamani Buildings, Near YMCA, S.P. Road, Secunderabad – 500003.

II. THE NAME, ADDRESS AND DESCRIPTION OF THE DEFENDANT:

The Name, Address and Description of the Defendant for the purpose of Service of Summons, Notices and Process etc., is as shown in the above cause title.

For B & C ESTATES
Managing Partner

III. FACTS OF THE CASE:

1. The Plaintiff submits that the Defendant is the banker and the Plaintiff has provided a fixed deposit No. 50300012807712 and the Plaintiff had provided fixed deposit by way of Specific lien bank guarantee for an amount of Rs.9,25,000/-(Rupees Nine lakhs twenty five thousand only). The bank guarantee was applied on 20th September 2013 with specific request for validity up to 4th September 2018, accordingly the bank guarantee was issued for the Beneficiary "The Commissioner GHMC Hyderabad" for the said amount vide Bank Guarantee No. 021GT 02132630001 dated 20.09.2013 for Rs. 9,25,000/-(Rupees Nine lakhs twenty five thousand only) it is valid up to 04.09.2018.
2. The Plaintiff submits that the bank guarantee has expired and lapsed by passage of time as mentioned in the bank guarantee after 4th September 2018. That the contract of bank guarantee has expired and become null and void after 4th September 2018, and is no longer an enforceable contract. The Bank Guarantee is the contract primarily between the Plaintiff and Defendant and enforceable by beneficiary only during validity period ending on 24-09-2018 and beneficiary has no subsisting right. The Plaintiff and Defendant have no subsisting obligations after 24.09.2018.
3. The Plaintiff further submits that amount of fixed deposit kept with Defendant bank is no longer available for or the purpose of Lien for bank guarantee, as the main contract of bank guarantee has expired and rendered unenforceable. The bank has no right of any lien over the fixed deposit anymore. The Plaintiff has demanded the refund of the fixed deposit held by the Defendant upon which the Defendant does not have any lien anymore after the expiry of the bank guarantee. In spite of several demands and representations in writing to the Defendant and the Defendant have failed to refund the amount of the fixed deposit kept as Lien against the expired bank guarantee. The Plaintiff has cancelled the lien over the fixed deposit in Defendant bank favor and has made the fixed deposit free of all the charges and Liens. The Plaintiff hereby cancel the Lien in favor of the bank in respect of the fixed deposit kept against the bank guarantee issued under the reference and hence the same is not enforceable by the bank anymore.
4. The Plaintiff further submits during the several demands made by the Plaintiff, The Plaintiff should provide letter of indemnity, in spite of the fact

AND C ESTATES
Managing Partner

that the bank guarantee is no longer in force, and being in urgency for the funds to get release from the fixed deposit in the Defendant bank and the Plaintiff was compelled to issue such an indemnity which was not a requisite and legitimate demand on the part of the Defendant, But, for the satisfaction of Defendant the Plaintiff furnished the Indemnity was also furnished on 30th of December 2019 which has been received under acknowledgement by the Defendant. The Plaintiff already furnished occupancy certificate dated 23.12.2017 issued by the GHMC in favour of the Plaintiff.

5. The Plaintiff submits that the Defendant has denying and refusing to release the fixed deposit amount kept as Lien by the Plaintiff herein. The act of Defendant bank in withholding the fixed deposit of the Plaintiff amounts are in contrary and illegal and the Plaintiff got issued a letter dated 20.09.2019 to the Defendant by cancelling the bank guarantee and the same was received by the Defendant on 20.09.2019. In this regard got issued the legal notice dated 07.02.2020 for call for the Defendant to remit the bank guarantee amount of Rs. 9,25,000/- (Rupees Nine lakhs twenty five thousand only). together with the interest 18% per annum till the date of realization, holding the Defendant bank responsible for all cost and consequences. The Defendant has got received the notice by way of email on the same day and, but the Defendant failed to comply the same and hence the Plaintiff has no other alternative filing the present suit for recovery of the bank guarantee amount of Rs. 9, 25,000/- (Rupees Nine lakhs twenty five thousand only) together with interest @ 18% per annum from the date of 05.09.2018 till the realization of the bank guarantee hence this suit for recovery.

IV. CAUSE OF ACTION:

The Plaintiff submit that the Cause of Action of the Suit firstly arose, when the Plaintiff applied for the bank guarantee on 20.09.2013 for Rs. 9,25,000/- (Rupees Nine lakhs twenty five thousand only). and secondly, Defendant got issued the bank guarantee dated 20.09.2013 for a period of 5years from 20.09.2013 to 04.09.2018 vide Bank Guarantee no 021GT 02132630001 dated 20.09.2013 for Rs. 9,25,000/-, thirdly on 30.12.2019 the Plaintiff furnished the indemnity as required by the Defendant, fourthly and on 20.09.2019 the Plaintiff issued the letter to the Defendant for cancellation of the bank guarantee and finally on 07.02.2020 when Plaintiff issued the notice to the Defendant for refund of bank guarantee. Hence the cause of action is still subsisting.

For B AND C ESTATES

 Managing Partner

V. LIMITATION:

The Plaintiff filed present suit within the limitation, , when the Plaintiff applied for the bank guarantee on 20.09.2013 for Rs. 9,25,000/- (Rupees Nine lakhs twenty five thousand only). and secondly, Defendant got issued the bank guarantee dated 20.09.2013 for a period of 5 years from 20.09.2013 to 04.09.2018 vide Bank Guarantee No. 021GT 02132630001 dated 20.09.2013 for Rs. 9,25,000/- (Rupees Nine lakhs twenty five thousand only)., thirdly on 30.12.2019 the Plaintiff furnished the indemnity as required by the Defendant, fourthly and on 20.09.2019 the Plaintiff issued the letter to the Defendant for cancellation of the bank guarantee and finally on 07.02.2020 when Plaintiff issued the notice to the Defendant for refund of bank guarantee. Hence the suit is within limitation.

VI. JURISDICTION:

The Plaintiffs submits that the Plaintiff office and Defendant office are situated within the territorial jurisdiction within the limits of this Hon'ble Court and the Plaintiff office is situated at :5-4-187/3 & 4, IInd Floor, Soham Mansion, M.G.Road, Secunderabad – 500003., Hon'ble Court is having territorial and pecuniary jurisdiction to entertain the present suit.

VII. COURT FEE:

The Plaintiff submit that the Plaintiffs valued the suit for recovery for bank guarantee amount of Rs. 9,25,000/- (Rupees Nine lakhs twenty five thousand only) together with interest @ 18% per annum from 05.09.2018 to till the realization of bank guarantee and the Plaintiff paid fixed court fee of Rs. /- as per Section 20 of A.P.C.F and S.V. Act. 1956.

VIII. DECLARATION:

The Plaintiff submits that the Plaintiff are not filed any similar suit or application pending before any competent court of law for their relief sought herein.

PRAYER:

The Plaintiff therefore prays that this Hon'ble Court may be pleased to pass a decree and judgment against the defendant and in favour of plaintiff by granting the following reliefs sought herein:

- a) To pass decree and judgment for bank guarantee amount of Rs. 9,25,000/- (Rupees Nine lakhs twenty five thousand only) together with interest @ 18% per annum from 05.09.2018 to till the date of realization of the bank guarantee
- b) Award the cost of the Suit.

For B AND C ESTATES

 Managing Partner

- c) To grant such other relief or reliefs as this Hon'ble Court deems fit and proper under the circumstances of the case in the interest of the justice.

Place: Secunderabad
Date:

For B AND C ESTATES
Managing Partner
PLAINTIFF

COUNSEL FOR PLAINTIFF

VERIFICATION

I, Sri. Soham Modi S/o. Late Sri. Satish Modi, aged bout.....Occ: Represented by its Managing Partner of M/s. B & C Eastes, A partnership firm, 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 the Para nos. I to VIII of the plaint are true and correct to the best of my knowledge, belief and information. Hence verified on this theof September, 2021 at Secunderabad.

LIST OF DOCUMENTS

For B AND C ESTATES
PLAINTIFF
Managing Partner

SL.NO	DATE	PARTIES	DESCRIPTION OF DOCUMENTS
01	20.09.2013	Plaintiff/Defendants	Bank Guarantee confirmation letter
02	20.09.2013	-do-	Copy of Bank Guarantee No.021GT 02132630001 for Rs. 9,25,000/-
03	20.09.2019	-do-	Office copy of cancellation of bank guarantee
04	30.12.2019	-do-	Copy of Indemnity
05	07.02.2020	-do-	Office copy of the legal notice
06	11.02.2020	-do-	Postal receipt no RN190065756IN
07		-do-	Email conversation
08	23.12.2017	-do-	Copy of Occupancy certificate
09	26.02.2018	-do-	Copy of Occupancy certificate
10	04.10.2018	-do-	Copy of Occupancy certificate

Place: SECUNDERABAD
Date: -

For B AND C ESTATES
PLAINTIFF
Managing Partner

COUNSEL FOR PLAINTIFF

IN THE COURT OF THE HON'BLE
JUNIOR CIVIL JUDGE::CITY CIVIL
COURT
AT: SECUNDERABAD

O.S. No. OF 2021

Between:

M/s. B & C Eastes
...Plaintiff

AND

Branch Manager
HDFC Bank
...Defendant

SUIT FOR RECOVERY OF MONEY
PLAINT PRESENTED UNDER
ORDER VII RULE 1 & 2 R/W.
SECTION 26 OF
CIVIL PROCEDURE CODE

Filed on:

Filed by: Counsel for Plaintiff

Sri. Thumu Chandra Shekar,(TS/1861/1998)
Jonnalagadda, Vimala,
P. Vikram Kumar
Advocates,
#Flat No. 33, III Floor, Sukhamani Buildings,
Near YMCA, S.P. Road, Secunderabad –
500003.
Cell:9949184530
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IN THE COURT OF THE HON'BLE JUNIOR CIVIL JUDGE::CITY CIVIL COURT
AT: SECUNDERABAD

O.S. No. OF 2021

Between:

M/s. B & C Eastes

...Plaintiff

AND

The Branch Manager,
HDFC Bank Limited,

...Defendant

VERIFICATION AFFIDAVIT

I, Sri. Soham Modi S/o. Late Sri. Satish Modi, aged bout.....Occ:
Represented by its Managing Partner of M/s. B & C Eastes, A partnership
firm, having its office at 5-4-187/3 & 4, IInd Floor, Soham Mansion,
M.G.Road, Secunderabad-500003, do hereby solemnly affirm and state on oath
as follows:

1. I am the Deponent herein and the Plaintiff in the above suit, as such well
acquainted with the facts of the case and able to depose as under.
2. I humbly submit that I filed the above suit against the Defendant for
Recovery of Money and the facts stated in the plaint are true and correct to
the best of my knowledge, belief and information.

I therefore pray that this Hon'ble court may be pleased to grant Judgment
and Decree as prayed in the above suit and pass such other orders in the interest
of justice.

Solemnly sworn and signed before
Me on this the day of September,
2021 at Secunderabad.

Identified by Sri. Chandra Shekar

For B AND C ESTATES
Managing Partner
DEPONENT

Advocate/Secunderabad

IN THE COURT OF THE HON'BLE
JUNIOR CIVIL JUDGE::CITY CIVIL
COURT
AT: SECUNDERABAD

O.S. No. OF 2021

M/s. B & C Eastes
...Plaintiff

AND

Branch Manager
HDFC Bank
...Defendant

VERIFICATION AFFIDAVIT

Filed on:

Filed by: Counsel for Plaintiff

Sri. Thumu Chandra Shekar,(TS/1861/1998)
Jonnalagadda, Vimala,
P. Vikram Kumar
Advocates,
#Flat No. 33, III Floor, Sukhamani Buildings,
Near YMCA, S.P. Road, Secunderabad –
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Cell:9949184530
Email.id csthumu1@gmail.com

IN THE COURT OF THE HON'BLE JUNIOR CIVIL JUDGE::CITY CIVIL COURT
AT: SECUNDERABAD

O.S. No.

OF 2021

Between:

M/s. B & C Eastes Rep
By its Managing Partner Soham Modi

...Plaintiff

AND

The Branch Manager,
HDFC Bank Limited,

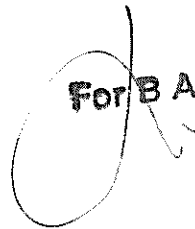
...Defendant

M/s. B & C Eastes, a partnership firm, Represented by its Managing Partner, Soham Modi S/o. Late Sri. Satish Modi, aged about 51 years Occ: Business, having its registered office at 5-4-187/3 & 4, IInd Floor, Soham Mansion, M.G.Road, Secunderabad-500003.

do hereby appoint and retain

Sri. Thumu Chandra Shekar, (TS/1861/1998)
Jonnalagadda, Vimala, (TS/1911/2007)
P. Vikram Kumar (TS/1932/2012)
Advocates

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


For B AND C ESTATES.
Managing Partner

I 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 the 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. T. Chandra Shekar, Advocate
Executed on .09.2021

ADVOCATE

IN THE COURT OF THE HON'BLE
JUNIOR CIVIL JUDGE::CITY CIVIL
COURT
AT: SECUNDERABAD

O.S. No. OF 2021

Between:

M/s. B & C Estates
Rep by its Managing Partner
Soham Modi.

...Plaintiff

AND

Branch Manager
HDFC Bank

...Defendant

VAKALAT
ACCEPTED

Filed on:

Filed by: Counsel for Plaintiff

Sri. Thumu Chandra Shekar,(TS/1861/1998)
Jonnalagadda, Vimala, (TS/1911/2007)
P. Vikram Kumar(TS/1932/2012)
Advocates,
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**FORM NO. 7 LIST OF DOCUMENTS[RULE 9, 10 AND 62]
UNDER ORDER VII R. 14 OR ORDER XIII. R.1 OF THE CODE OF CIVIL
PROCEDURE**

IN THE COURT OF THE HON'BLE JUNIOR CIVIL JUDGE::
CITY CIVIL COURT AT: SECUNDERABAD

O. S. No. OF 2021

Between:

M/s. B & C Eastes

...Plaintiff

AND

The Branch Manager,
HDFC Bank Limited,

...Defendant

LIST OF DOCUMENTS

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07		-do-	Email conversation
08	23.12.2017	-do-	Copy of Occupancy certificate
09	26.02.2018	-do-	Copy of Occupancy certificate
10	04.10.2018	-do-	Copy of Occupancy certificate

Place: SECUNDERABAD

Date: -

COUNSEL FOR PLAINTIFF

Dated this the ____ day of January, 2021

**FORM NO. 7 LIST OF
DOCUMENTS [RULE 9, 10 AND
62] UNDER ORDER VII R. 14
OR ORDER XIII. R.1 OF THE
CODE OF CIVIL PROCEDURE**

IN THE COURT OF THE HON'BLE
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COURT
AT: SECUNDERABAD

O.S. No. OF 2021

M/s. B & C Eastes
...Plaintiff

AND

Branch Manager
HDFC Bank
...Defendant

VERIFICATION AFFIDAVIT

Filed on:

Filed by: Counsel for Plaintiff

Sri. Thumu Chandra Shekar,(TS/1861/1998)
Jonnalagadda, Vimala,
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