

IN THE COURT OF ADDITIONAL DISTRICT JUDGE, MEDCHAL-
MALKAJGIRI DISTRICT,
AT MEDCHAL

O.S.NO. OF 2023

Between:

Modi Properties Pvt. Ltd.

Rep by its authorized signatory Sachin Malve
Registered office at 5-4-187/3&4, II Floor,
M.G Road, Secunderabad-500003

PLAINTIFF

AND

Mr. Sriramoju Sambeshwar Rao

S/o. Sri. Ramabrahman,
Aged about 61 years, Occ: Business
R/o Flat No. 201, Archana Apartments,
Begumpet, Hyderabad.

Also at: Flat No. 903, LH-5,
Near Delhi Public School, Lanco Hills,
Manikonda, Hyderabad-500089.

DEFENDANT

SUIT SEEKING SPECIFIC PERFORMANCE OF LETTER OF INTENT
DATED 07.08.2018 CONSEQUENTIAL RELIEF OF PERPETUAL
INJUNCTION AND OTHER CONSEQUENTIAL RELIEFS

PLAINT FILED UNDER ORDER VII RULES 1 TO 6 READ WITH
SECTION 26 R/W SEC 151 OF CPC 1908

I. DESCRIPTION OF THE PLAINTIFF:

The name, address and description of the Plaintiff for the purpose of service of summons, notices and the processes of the Court is as mentioned in the cause title above and that of their Counsels is





Mr. Duvva Pavan Kumar, Ms. Shraddha Gupta, Mrs. N. Lakshmi Aiswarya, Advocates and the address for purposes of service of summons and notices is M/s. The Law Chambers, 3rd Floor, Suite No. 16, Cyber Hub, Janardhana Hills, Gachibowli, Hyderabad 500-032, Ph No: +91 98858 85705, Email: shraddha@thelawchambers.in.

II. DESCRIPTION OF THE DEFENDANT:

The name, address and description of the Defendant for the purpose of service of summons, notices and the processes of the Court is as mentioned in the cause title above and the same is just and sufficient.

III. BRIEF FACTS OF THE CASE:

The Plaintiff craves the leave of this Hon'ble Court to submit the facts of the case as under:

1. The Plaintiff is herein is engaged in the business of real estate development either through itself or through its group companies. The Plaintiff has been in the business of *inter alia* real estate development of residential houses, apartments and villas since 1968. The Plaintiff and its Group Companies have endeavored to provide good quality construction with modern amenities at affordable prices for middle income families.



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2. The Plaintiff submits that the above suit is filed against the Defendant seeking a relief of Specific Performance of Letter of Intent (*hereinafter mentioned as 'LOI'*) dated 07.08.2018 executed in respect of land admeasuring 1.39 Acres forming part of Sy. No. 431/2, 432/2, 433/2, 434/2, Gundlapochampally Village, Medchal Mandal, Ranga Reddy District (*herein referred to as 'Suit Scheduled Property'*). Copy of the LOI dated 07.08.2018 is filed herewith and marked as *Annexure - 1*.
3. The Plaintiff submits that the Defendant, after learning about various development projects undertaken by the Plaintiff in Secunderabad and Medchal, approached them with a proposal of development of the Suit Schedule Property. The Defendant represented to the Plaintiff that he had original acquired the Suit Schedule Property from its original owners by way of an Agreement of Sale cum General Power of Attorney bearing document no. 29081 of 2006 dated 21.12.2006. Out of the Suit Schedule Property, the Defendant sold an extent of Ac 1-10 Gts., to third parties by way of a common Sale Deed bearing document no. 1950 of 2007 dated 29.01.2007 and retained the remaining extent of Ac. 0-29 Gts., with himself by executing a Sale Deed bearing document no. 1952 of 2007 dated 29.01.2007.





4. In addition to the aforesaid extent of Ac. 0-29 Gts., the Defendant also purchased by way of an Agreement of Sale cum General Power of Attorney, the following –

DOCUMENT DATE & NO.	EXECUTANT	CLAIMANT	EXTENT (ACRE- GUNTAS)	SURVEY NO.
436 of 2009 03.02.2009	Muthineni Aruna Jhasi	Defendant	0-02	431/2, 432/2, 433/2, 434/2
3748 of 2009 17.11.2009	Pallapothu Srinivas	Defendant	0-02	431/2, 432/2, 433/2, 434/2
3749 of 2009 17.11.2009	Pallapothu Kavitha	Defendant	0-02	431/2, 432/2, 433/2, 434/2
2853 of 2010 15.09.2010	Sri Sathi Adi Reddy	Defendant	0-02	431/2, 432/2, 433/2, 434/2

By virtue thereof, the Defendant informed the Plaintiff that he is the absolute owner of an extent of Ac. 0-37 Gts. Copies of the aforementioned sale deeds/agreement of sale cum general power of attorney are filed herewith and marked as *Annexure – 2 (colly)*.

5. In respect of the balance extent of Ac 1-02 Guntas, the Defendant represented that, while the said extent of land is owned by others, he has entered into binding memorandum of understanding with the other owners in 2007-2009, by virtue of which, the owners



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have received money from the Defendant and handed over their extent of land with absolute right, authority and interest to the Defendant for purposes of development. The Defendant shared the copies of these memorandum of understanding/supplementary agreements executed between him and the other land owners. Copies of Memorandum of Understanding executed in favour of Defendant are filed herewith and marked as *Annexure – 3 (colly)*.

6. The Defendant also assured the Plaintiff that he is in the process of obtaining registered power of attorney/GPA from the owners and in his name or in the name of his family members. In support of the same, the Defendant provided the Plaintiff with two registered power of attorneys executed bearing document no. 10194 of 2018 and 10193 of 2018 dated 01.08.2018, with respect to the land admeasuring Ac.0-04 Gts in favour of his wife Sriramoju Ramadevi 'Copies of the registered power of attorney 10194 of 2018 and 10193 of 2018 dated 01.08.2018 executed in favour of Sriramoju Ramadevi are filed herewith and marked as *Annexure – 4*.

7. The Defendant informed the Plaintiff that he acquired the said land for purposes of carrying out development in the form of

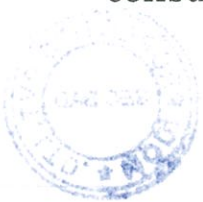




construction of multistoried apartments. The Defendant informed the Plaintiff that due to financial constraints and lack of requisite wherewithal the Defendant was unable to undertake the construction and hence was on a look out for a reputed builder like Plaintiff.

8. Upon verification of the sale deeds, AGPAs, MOUs and the power of attorney's and believing specific representation of the Defendant that he would obtain registered power of attorneys/GPA from the owners of the remaining extent, the Plaintiff agreed to take over the Suit Scheduled Property for development either itself or through its group companies/ firms. For purposes of this project Vista View LLP was specifically identified by the Plaintiff for carrying out the development works along with the Plaintiff herein.

9. The Plaintiff submits that, it was agreed between the parties that the Suit Schedule Property shall be developed in form of a gated community of 2/3BHK flats with super built-up area of 1,000 sq. ft. To 1,600 sq. ft. It was also agreed that the Residential complex shall be developed as a high-rise building consisting of two basements for parking with 10 upper floors of flats, with total constructed area of about 2 to 2.50 Lakh sq. ft. of saleable area



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and about 1 lakh sq. ft of parking area, making it a total area of 3 to 3.50 lakh sq. ft.

10. The Plaintiff further submits that to record the binding terms, the Defendant, on behalf of himself for an extent of Ac. 0-37 Gts., on behalf of his wife for Ac. 0-04 Gts., and on behalf of other land owners for the remaining extent of Ac. 0-38 Gts., executed the said LOI dated 07.08.2018. Copy of Letter of Intent dated 07.08.2018 is filed as Annexure-1 above. It is submitted that in furtherance of execution of the LOI, Plaintiff paid the Defendant a sum of Rs. 60,00,000/- (Rupees Sixty Lakhs Only) in respect of the entire Suit Schedule Property to be apportioned between all the land owners/right holders, as the case maybe. Therefore, as advance for the Development rights being granted to the Plaintiff under the LOI, the following payments were made –

- (i) Rs. 10,00,000/- on 07.08.2018 by way of Cheque No. 437201 drawn on Yes Bank, receipt of which is recorded in the LOI;
- (ii) Rs. 20,00,000/- on 29.03.2018 by way of RTGS
- (iii) Rs. 30,00,000/- on 08.08.2019 by way of RTGS.

11. On 24.02.2020, the Defendant issued a receipt acknowledging the receipt of the payment of Rs. 50,00,000/- for the project being

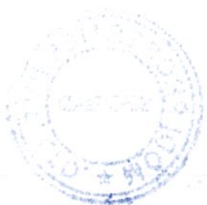


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developed under the LOI on the Suit Schedule Property. Copy of the receipt dated 24.02.2020 is filed herewith and marked as *Annexure - 5*.

12. Upon execution of the LOI, the Defendant continuously assured the Plaintiff that he is in discussion with other land owners and shall soon enter into required registered agreements, carry out mutation and also execute the definitive development agreement with the Plaintiff or its nominee. On the said assurance, the Defendant insisted on commencement of the development works for expeditious completion of the development as he was under an obligation to the other owners, having committed to them of development of the Suit Schedule Property in 2007 itself.
13. It is on assurance of the Defendant that, the Plaintiff commenced due-diligence and applied for necessary permissions and approvals from the concerned authorities. The Plaintiff through Vista View LLP also demarcated the Suit Schedule Property and commenced development works and had placed a gate and stone fencing covering the entire Suit Schedule Property and has been in possession of the same, and the same is well within the knowledge of the Defendant herein. Copy of the Photographs &




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layout plan for the project being developed on the Suit Schedule Property is filed herewith and marked as *Annexure - 6 & 7*.

14. By this time, the Plaintiff itself and through Vista View LLP had spent huge amount of money in processing the necessary no-objections, approvals and permits from Fire Department, Environmental Department, Hyderabad Metropolitan Development Authority and Revenue Department. Thereafter, In the year 2022, the Plaintiff once again began processing the works under the proposed project with help of the Defendant, in as much as fresh applications were filed for obtaining NALA Conversion, Building Permit etc., all of which were submitted by the Defendant in the capacity of owner of the Suit Schedule Property at the sole expense of the Plaintiff herein. Copy of documents evidencing the same are collectively filed herewith and marked as *Annexure - 8*.

15. In furtherance of the above, the Plaintiff through itself or through Vista View LLP, which shall be responsible for undertaking the development works spent a sum of Rs. 30,00,000/- (Thirty Lakhs Only) towards various works such as designing, filing applications, hiring consultants, demarcating land, etc. Detailed statement

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evidencing the money spent by the Plaintiff and its nominees is provided in *Annexure - 9*.

16. The Plaintiff also submits that they had been calling upon the Defendant to execute the Definitive Joint Development Agreement with the terms of arrangement as agreed under the LOI, that he has been protracting the same on one pretext or the other. However, as the Defendant continued to cooperate with the Plaintiff and its group companies for obtaining necessary permissions, preparing plans etc., the Plaintiff never suspected any foul play and bonafide believed the Defendant.
17. It is submitted that in December 2022, one Mr. Venugopal Reddy, as a representative of the owners of Ac. 0-38 Gts., reached out to the Plaintiff stating that they have a proposal of development of the Suit Schedule Property from M/s Symantaka Infra Bachupalli and that if the Plaintiff does not agree to renegotiate the agreed terms of the development, the owners will hand over the development to M/s Symantaka Infra Bachupalli.
18. Perplexed with the same, the Plaintiff approached the Defendant to enquire about the same and refrain from deviating from the agreed terms of development under the LOI. The Defendant, at



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this juncture, gave assurance to the Plaintiff that there is no cause for the Plaintiff to be concerned and that the terms agreed upon in the LOI will be complied with. The Defendant also stated that the Joint Development Agreement will be executed soon, based on which the Plaintiff with the help of Defendant continued pursuing with the concerned departments on the required approvals.

19. It is submitted that the Plaintiff, by this time, has already spent a huge sum of Rs. 85,89,636/- (Rupees Eighty Five Lakhs Eighty Nine Thousand Six Hundred and Thirty Six) towards advance paid to the Defendant, obtaining, permissions from various departments, salaries of all the workers engaged in the development process, transportation costs for when they travelled from one office to another for acquiring permissions, maintenance of the project during pandemic and continues to incur additional expenses on day-to-day basis.

20. The Plaintiff submits that, to the shock and surprise of the Plaintiff, on 27.03.2023 the Plaintiff learnt that M/s Symantaka Infra Bachupalli and other builders are visiting the Suit Schedule Property with the intention of acquiring the said Property for development. Further, when the Plaintiff once again confronted

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the Defendant regarding the same, this time there was neither any response nor the Defendant along with other owners of the property came forward to execute the Joint Development Agreement.

21. In these circumstances, left with no alternative, on 13.04.2023 the Plaintiff got issued a notice to the Defendant calling upon the Defendant to execute the Joint Development Agreement with the terms as agreed in the LOI. Copy of notice dated 13.04.2023 is filed herewith and marked as *Annexure-10*. In response to the said notice, the Defendant issued a cryptic reply on false statements on 11.05.2023, refusing to act on the LOI. Copy of Reply notice dated 11.05.2023 is filed herewith and marked as *Annexure-11*.

22. The Plaintiff submits that even after numerous requests by the Plaintiff and inspite of constant efforts on part of the Plaintiff in carrying out their part of obligations towards commencement of development works at the Suit Schedule Property, the Defendant, with malafide intention has protracted from his obligations under the LOI and is not coming forward to execute the Joint

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Development Agreement. The Defendant has been in did not take any step and violated

23. The deliberate attempt on part of the Defendant in squatting for other developers and issuing the reply notice denying their obligation to execute the Joint Development Agreement makes it amply clear that the Defendant malafide duped the Plaintiff into entering into the LOI, with the sole intention of unjustly enriching himself at the cost of the Plaintiff.

24. The Plaintiff and its nominees have always been ready and willing to perform their terms of the agreed understanding and in fact have been actively engaged in obtaining requisite permissions, all of which is evident from the documents filed by the Plaintiff. However, the Defendant with an illegal and unlawful intention and to cause wrongful loss to the Plaintiff is not coming forward and is creating third party rights over the Suit Schedule Property.

25. In these facts and circumstances, if the Defendant succeeds in his illegal attempts in creating any third party rights over the Suit Schedule Property, then the Plaintiff will be subjected to severe losses and agony which cannot be compensated at any later point of time. At the cost of repetition, it is submitted that even as on



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today the Plaintiff is ready to and is continuing to perform their obligations under the LOI and execute the Joint Development Agreement and hence the Plaintiff is left with no alternative, the Plaintiff is filing the present suit.

26. It is most humbly submitted that, in the event this Hon'ble Court arrives at a finding that the LOI cannot be specifically performed and the relief sought in respect of specific performance of the LOI cannot be granted in favour of the Plaintiff, in terms of the settled legal position, as an alternative to the relief of specific performance, the Plaintiff shall be entitled to refund of the security deposit paid to the Defendant along with reimbursement of the costs and expenditure incurred by the Plaintiff on basis of the actions undertaken under the LOI.

27. Further, as a corollary to the above, in view of violation of the rights and entitlement of the Plaintiff under the LOI, the Plaintiff shall also be entitled to damages in the nature of loss of profit, expectation loss and reputational loss for failure on part of the Defendant in complying with the terms of the LOI. Such damages ought to be computed on basis of the prospective loss suffered by the Plaintiff by virtue of being unable to bear the fruits of the 64% share of the proposed developed flats on the Schedule Property.



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28. As per the layout plan and proposed development as mentioned in the LOI, the total built up area was likely to be 3,50,000 Sq Ft., out of which 2,24,000 Sq. Ft., falls to the share of the Plaintiff. It is submitted that the Plaintiff, after taking into account the location of the Suit Schedule Property and the nature of the flats that was to developed on the Suit Schedule Property, was proposing to sell the flats at a rate of Rs. 5000/- per Sft., which is also the present market rate of the newly constructed building in the said locality. The value equivalent of the Plaintiff's share in the developed saleable area on the basis of the above rate works out to Rs. 116,82,59,976/- (Rupees One Hundred and Sixteen Crores Eighty Two Lakhs Fifty Nine Thousand Nine Hundred and Seventy Six Only).

29. Therefore, the Plaintiff is entitled, in alternative, to compensation for the loss of profit and loss of business suffered by the Plaintiff on account of (i) not being able to realize any proceeds from selling or disposing of the Plaintiff's Share in the Project on account of failure on part of the Defendant to execute a development agreement and co-operating to complete the development works and (ii) the Plaintiff, as detailed in the foregoing paragraphs, investing a significant amount of money,

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time and effort into developing the Project and as a result of the above, the Plaintiff's business and operations from 2018 were restricted primarily to development of the Project.

30. The Plaintiff is seeking compensation for losses of an amount as finally assessed to be payable by this Hon'ble Court. It is submitted that the assessment of the claim for damages shall be subject to various other factors and hence the Plaintiff seeks leave of this Hon'ble Court to bring on record additional documents or file additional pleadings and lead expert evidence to submit an accurate assessment of the damages sustained by the Plaintiff. The Plaintiff also seeks leave to pay additional court fees, if any, in respect of the final assessment of the damages and other reliefs sought against the Plaintiff.

IV. CAUSE OF ACTION:

31. The cause of action for the filing of the present suit first arose on 07.08.2018, when the LOI was executed between both the parties after the Defendant approached the Plaintiff with a proposal for development. It once again arose in December 2022 when some of the land owners approached the Plaintiff stating that they have a proposal of development of the Suit Schedule Property from M/s Symantaka Infra Bachupalli. It also arose when the Defendant



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even after numerous calls and reminder from the Plaintiff did not execute the Joint Development Agreement as agreed under the LOI. Later, once again arose on 27.03.2023 when the Plaintiff learnt that M/s Symantaka Infra Bachupalli and other builders are visiting the Suit Schedule Property with the intention of acquiring the said Property for development. It again arose on 13.04.2023, when the Plaintiff sent a notice to Defendant regarding the execution of Joint Development agreement and again on 11.05.2023, when the Defendant willingly sent a reply notice to plaintiff refusing to comply with the terms of LOI and the cause of action is still a continuing one.

V. LIMITATION:

32. The suit is well within limitation as the cause of action for the filing of the present Suit first arose on 07.08.2018, when the LOI was executed between both the parties after the Defendant approached the Plaintiff with a proposal for development. Subsequently again arose when the Defendant even after numerous calls and reminder from the Plaintiff did not execute the Joint Development Agreement as agreed under the LOI. Later, once again arose on 13.04.2023, when the Plaintiff sent a notice to Defendant regarding the execution of Joint Development





agreement and again on 11.05.2023, when the Defendant willingly sent a reply notice to plaintiff refusing to comply with the terms of LOI and the cause of action is still a continuing one.

VI. JURISDICTION:

33. The Plaintiff submits that the Suit Schedule Property being land admeasuring 1.39 Ac in Sy. No. 431/2, 432/2, 433/2, 434/2, Gundlapochampally Village, Medchal Mandal, Ranga Reddy District is situated in the territorial jurisdiction of Medchal District court, and as the relief is being sought in respect of the immovable property situated within the said territorial limits, this Hon'ble Court has territorial jurisdiction on the subject matter of the present suit.

VII. UNDERTAKING:

34. The Plaintiff further submit there is no suit filed or pending between the parties for the same relief of specific performance of Agreement/LOI dated 07.08.2018 in any other Court.

VIII. COURT FEES & VALUATION:

35. The Plaintiff valued the suit for the relief of Specific Performance as under:



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The Relief 'a' is with regard to the relief of specific performance of the Agreement/LOI dated 07.08.2018 along with the alternate releif is valued at Rs. 1,85,89,636/- and Court fee of Rs. _____/- is paid thereon as per under Section 39 of the Telangana Court Fees and Suit Valuation Act, 1956 which is just and sufficient.

The Relief 'b' is with regard to the relief of perpetual injunction and is notionally valued at Rs. 1,00,000/-, and Court fee of Rs. _____/- is paid thereon.

36. The entire Court Fees of Rs. _____/- (Rupees _____Only) is paid vide challan bearing No. _____, dated _____, for the reliefs sought in the plaint and the same is just and sufficient.

IX. PRAYER:

Therefore, in the facts and circumstances of the case as enumerated above, it is prayed that this Hon'ble Court may be pleased to pass a Judgement and Decree in favour of the Plaintiff and against the Defendant as under:

- a) To Direct the Defendant to come forward and execute the Joint Development Agreement as per the LOI dated 07.08.2018.





- b) To grant a relief of Perpetual Injunction in favour of the Plaintiff and against the Defendant or anyone claiming through him, thereby restraining him and their representatives/ henchmen from interfering with the Plaintiff's right, interest, possession and enjoyment over the Suit Schedule Property;

In alternative to relief sought in (a) & (b)

Award the sum of Rs. 85,89,636/- (Rupees Eighty Five Lakhs Eighty Nine Thousand Six Hundred and Thirty Six) and such other monies spent by the Plaintiff as advanced and expenditure towards the proposed project along with interest at 18% per annum until date of payment; and

Award damages computed tentatively to a tune of Rs. 1,00,00,000/- (Rs. One Crores Only) as compensation for the loss of profit and loss of business and loss of reputation sustained by the Plaintiff on account of refusal on part of the Defendant in complying with the terms of the LOI.

- c) Levy the entire cost of the present suit on the Defendant.

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d) To pass such other order or orders as this Hon'ble Court may deem fit and proper in the circumstances of the case in the interest of justice.

Date: __11.2023

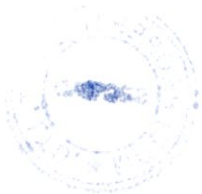
Place: Hyderabad

 Sachin Mahre



PLAINTIFF

COUNSEL FOR THE PLAINTIFF



VERIFICATION

I, Sachin Malve, S/o Durgadas Malve age 45 years, R/o. Secunderabad authorized signatory of the Plaintiff Company herein, do hereby verify and declare that the contents of the above plaint is true and correct to the best of my knowledge, belief and information and as per the documents filed herein and I believe the same to be true and correct.

Hence, verified on this the day of _____ at Medchal.

Place: Medchal

Date: _____.11.2023





PLAINTIFF

COUNSEL FOR PLAINTIFF

SUIT SCHEDULE PROPERTY

All that land totally admeasuring 1.39 Ac in Sy. No. 431/2, 432/2, 433/2 and 434/2, Gundlapochampally Village, Medchal Mandal, Ranga Reddy District.

North	Land in Sy. Nos. 433 (part), 434 (part) & 431 (part)
South	Land in Sy. No. 431 (part) and 432 (part)
East	Road
West	Land in Sy. Nos. 436, 437 and 438.

VERIFICATION

I, Sachin Malve, S/o Durgadas Malve age 45 years, R/o. Secunderabad authorized signatory of the Plaintiff Company herein, do hereby verify and declare that the schedule of property stated in the above plaint is true and correct to the best of my knowledge, belief and information and as per the documents filed herein and I believe the same to be true and correct.

Hence, verified on this the day of _____ at Medchal.

Place: Medchal

Date: _____.11.2023





PLAINTIFF

COUNSEL FOR PLAINTIFF

LIST OF DOCUMENTS RELIED UPON BY THE PLAINTIFF

S. No.	Description
1.	Annexure 1- Copy of Letter of Intent dated 07.08.2018.
2.	Annexure 2 - Copy of: (i) Agreement of Sale - Cum-General Power Of Attorney bearing no. 436 of 2009 dated 03.02.2009. (ii) Agreement of Sale - Cum-General Power Of Attorney bearing no. 3748 of 2009 dated 17.11.2009. (iii) Agreement of Sale - Cum-General Power Of Attorney bearing no. 3749 of 2009 dated 17.11.2009. (iv) Agreement of Sale - Cum-General Power Of Attorney bearing no. 2853 of 2010 dated 15.09.2010
3.	Annexure 3- Copies of Memorandum of Understanding executed in favour of the Defendant from 2007 to 2009
4.	Annexure 4 - Copies of Power of Attorney bearing 10194 of 2018 and 10193 of 2018 dated 01.08.2018 executed in favour of Sriramoju Ramadevi
5.	Annexure 5 - Copy of Receipt of payment dated 24.02.2020
6.	Annexure 6 & 7- Copies of Photographs and Layout Plan.
7.	Annexure 7 – Copies of Layout Plan.
8.	Annexure 8 - Copy of no objections, approvals and permits from Fire Department, Environmental Department, Hyderabad Metropolitan Development Authority and Revenue Department. Copies of fresh applications filed for obtaining NALA conversion, Building permits etc.
9.	Annexure 9 - Copy of detailed statement evidencing money spent by Plaintiff and its nominees.
10.	Annexure 10 - Copy of Legal Notice drawn by the Plaintiff to the Defendant dated 13.04.2023.
11.	Annexure 11- Copy of Reply Notice by the Defendant dated 11.05.2023

Date: __.11.2023

Place: Medchal

COUNSEL FOR PLAINTIFF

