

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

O. S. No: 194 OF 2012

Between:

M/s. Paramount Builders, a partnership firm
represented by its Managing Partner,
Sri Soham Modi S/o Sri Satish Modi, aged 42 years,
at 5-4-187/3 & 4, Soham Mansion,
M. G. Road, Secunderabad.

... PLAINTIFF

And

A.SHANKER REDDY S/o A Satti Reddy,
Aged 45 years, R/o Flat No.102,
Block 1C, Paramount Residency, Nagaram,
Keesara Mandal, R. R. District.

Also at

A.SHANKER REDDY S/o A. Satti Reddy,
Village: Appajipet (Post & Village)
Nalgonda Dist, Pin - 508 002

... DEFENDANT

PLAINT FILED UNDER SECTION 26 OF C.P.C.

FOR RECOVERY OF Rs. 4,41,661/.

I. Description of the Plaintiff:

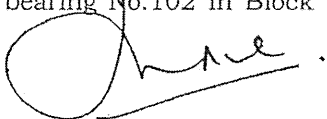
The address for service of all notices, summons and process etc. on the Plaintiff is as mentioned above and of their counsel Sri C. Balagopal, Smt. Ameerunnisa Begum, K. Vijaya Saradhi and C. V. Chandramouli Advocates, office at Flat No.103, Suresh Harivillu Apartments, Road No.11, West Marredpally,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

II. Description of the Defendant:

The address for service of all notices, summons and process etc. on the Defendant is the same as mentioned above.

III. Facts of the case:

1. The Plaintiff is a builder of repute, carrying on construction of Independent Houses or complexes as require. The Defendant was an employee of Modi Properties and Investment Private Limited., a sister concern of the Plaintiff Firm and had purchased a Flat bearing No.102 in Block 1C, in the project developed by the

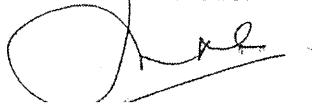


Plaintiff Firm under the name and style of "Paramount Residency" at Nagaram Village, Ranga Reddy District.

2. The Defendant had booked the Flat vide booking form bearing No.1127 from the Plaintiff. The Plaintiff and the Defendant had entered into an Agreement of Sale dated 08.12.2006 and further a Sale Deed was executed by the Plaintiff in favour of the Defendant which was registered as document No.10698 of 2007 at SRO Shamirpet, R. R. District. Further an Agreement of construction was also entered upon the same date for the completion of the flat and which was registered as document No.10699 of 2007 at SRO Shamirpet, R. R. District.

3. The Defendant had a total liability of Rs.12,85,000/- which included the sale consideration, registration charges, VAT, Service Tax, interest on delayed payments and charges for additions and alterations. The Defendant had paid an amount of Rs.8,15,000/- towards the cost of the flat and he was due an amount of Rs.4,70,000/-.

4. The Defendant is an employee of Modi Properties and Investment Private Limited., which is a sister concern of the Plaintiff. The Defendant requested the Plaintiff firm to extend the loan for the balance of Rs.4,70,000/- and which he undertook to repay by way of equated monthly instalments of Rs.9,756/- per month. The instalments were to be recovered from his monthly salary cheque. Accordingly, the Plaintiff firm and Defendant entered into an Loan Agreement on 29.09.2011. The repayment of the loan was to be for a period of 60 months commencing from 01.10.2011 to 01.09.2016. The Defendant had paid the EMIs for



a period of 5 months i.e., upto February 2012 totally amounting to Rs.48,780/- (including principle and interest) leaving a balance of Rs.4,41,661/- .

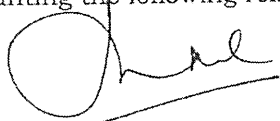
5. Meanwhile, the Defendant left the services of Modi Properties and Investment Private Limited., the Plaintiff's group company without any notice and leaving the above amount unpaid. Hence, this suit is filed against the Defendant for recovery of monies.

IV. Cause of action: The cause of action for the suit arose on 08.12.2006 when the Plaintiff entered into an Agreement of Sale with Defendant., on 30.08.2007 when the sale deed and agreement of construction were executed and on 29.09.2011 when the Defendant entered into a Loan Agreement to pay the EMIs and on all dates when the Defendant failed to pay the EMIs and the cause of action is subsisting.

V. Jurisdiction: The transaction took place at the registered office of the Plaintiff at M. G. Road, Secunderabad., which is within jurisdiction of this Hon'ble court and hence this Hon'ble Court has got jurisdiction to try the suit.

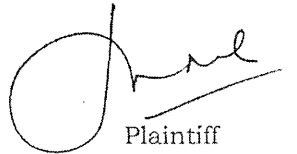
VI. Court Fee: The suit is valued at Rs.4,41,661/- on which a court fee of Rs. /- is herewith paid under A.P.C.F. and S. V. Act.

VII. 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:-



1. To grant a decree for recovery of Rs.4,41,661/- directing the Defendant to pay the outstanding amount to Plaintiff together with interest @ 9% p.a. from the date of suit till realization;
2. To award costs of the suit and
3. To Pass such other order or orders as this Hon'ble court deems fit and proper in the interest of justice.

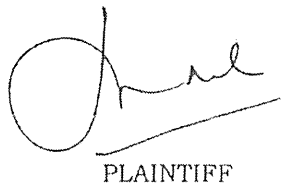
Advocate for the Plaintiff



Plaintiff

VERIFICATION

I, Soham Modi S/o Sri Satish Modi, the Managing Partner of the Plaintiff Company, do hereby state that the facts mentioned above is true and correct to the best of my knowledge and belief. Hence verified.



PLAINTIFF

SECUNDERABAD
21.03.2011

LIST OF DOCUMENTS

Sl. No.	Date	Documents
1.		Firm Registration Certificate
2.		Booking Form Copy (Xerox)
3.	30.08.2007	Sale Deed - Certified copy
4.	30.08.2007	Agreement of construction- C.C.
5.	29.09.2011	Loan Agreement
6.	29.09.2011	Receipt
7.		Statement of Account

Date: 21.03.2012
SECUNDERABAD

COUNSEL FOR PLAINTIFF

SCHEDULE 'A'
SCHEDULE OF LAND

All that the total open land being Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, admeasuring Ac. 3-04 Gts. and bounded by:

North By	Sy. Nos. 198, 182, 180 & 177
South By	Sy. Nos. 175, 174 & 167
East By	Sy. No. 159
West By	Sy. No. 198

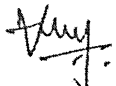
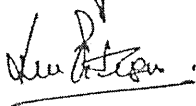
SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming semi-finished semi-deluxe apartment no. 102 on the first floor in block no. '1C', admeasuring 820 sft. of super built-up area (i.e., 656 sft. of built-up area & 164 sft. of common area) together with proportionate undivided share of land to the extent of 53.78 sq. yds. and a reserved parking space for two wheeler and car on the stilt floor bearing nos. 2 & 2, admeasuring about 15 and 100 sft. respectively., in residential apartment named as Paramount Residency, forming part of Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, marked in red in the plan enclosed and bounded as under:

North By	6' wide corridor
South By	Open to sky
East By	Flat No. 101
West By	Open to sky

WITNESSES:

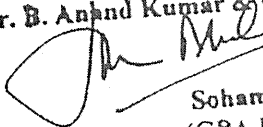
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For Paramount Builders

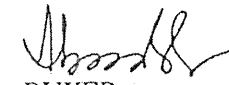
Partner

For Paramount Builders

Partner

For Mr. B. Anand Kumar & Others

Soham Modi,
(GPA Holder)


BUILDER


BUYER