

IN THE COURT OF THE I ADDL. CHIEF JUDGE : CITY CIVIL COURT

AT: SECUNDERABAD

OS. NO. 98 of 2014

BETWEEN:

Modi & Modi Constructions,

.... PLAINTIFF

AND

Smt. A. Vijaya Lakshmi and another

.....DEFENDANTS

WRITTEN STATEMENT FILED BY THE DEFENDANTS No.1 & 2

We, A. Vijaya Laxmi, W/o A. Bhaskar, A. Mahesh Kumar, S/o A. Bhaskar above named defendants, do hereby solemnly and sincerely affirm and sincerely state on oath as follows:

1. It is submitted that the defendants No.1 & 2 humbly herein know the facts of the case and submit the following written statement as against the claim of the plaintiff herein as under:
2. That the allegations in the plaint under reply are absolutely false and baseless. The plaintiff files the present suit against defendant and there is no cause of action for the suit. The plaintiff herein has filed this suit with malafide intention to have a wrongful gain and to deprive the legitimate rights of defendant. The plaintiff has suppressed the material facts that the E-mail communications and notices between the plaintiff and defendants and have approached the Hon'ble court with un-clean hands and thus the suit on this single point is liable to be dismissed.
3. That the adverse allegations are denied except those, which are specifically admitted hereunder. The allegations, which are not specifically admitted hereunder, are deemed to be denied. The suit filed by the plaintiff is neither tenable in law nor on the alleged facts and thus the suit is liable to be dismissed. The plaintiff herein has no legal entitlement to institute the above suit and thus the suit are liable to be dismissed.
4. That the contents of the cause title are descriptive of the plaintiff and defendants and do not call for any specific reply. However the plaintiff is put to strict proof of the same.

A. Vijaya Lakshmi
Mahesh Kumar

the C.P.C. For that extent these defendants filed memo before this Hon'ble Court in the same day when the vakalat has been filed. This itself is shows that the defendant attitude and mentality in disobeying the procedure stipulated by the rules and act as well as C.P.C.

6. That the allegations in Para No.a are correct and need not to reply by these defendants.

7. That the allegations in Para No.b, it is true that the said project consists of independent villas, the defendants approached the plaintiff for purchase of a villa No.46 in the said venture for a total consideration of Rs.39.00 lakhs. It is not true that the plaintiff informed the defendants that the villa chosen is on advanced stage for construction and if dues are paid within 4 months, they would be able to complete and handover the possession of the villa. In fact, the admitted time is 9 months but suppressing the same, the plaintiff with malafied intention inserted the period of 4 months in the written agreement instead of 9 months accepted by the plaintiff, at the time of agreement. The same was noticed by the head of the family member of this defendants ie. A. Bhaskar and send a letter on 09-05-2013 immediately after noticing that the agreement contained 4 months. The letter copy is filed herein as document No.1 for kind perusal. The plaintiff until received the amount of Rs.7.25 lakhs no terms & conditions were disclosed to these defendants which was reflects through the letter send to the plaintiff by the defendant's family head. For the promotion of the business of the plaintiff the representative of the plaintiff Mr. Venkat Reddy acknowledged the letter dt. 9-5-2014 given by the defendants and accepted to fulfill the shortfalls of amount Rs.9.75 lakhs as hand loan to honour the revised of 4 months though in last week of May 2013 has considerably delayed and released the said amount by the plaintiff in 4 installments. In fact the plaintiff accorded amount Rs.2,43,750/- as a hand loan in favour of A. Bhaskar Rao, Head of the family of the defendant and it was recycled as shown below:

A. Vijaya Lakshmi

H. Lakshmi

243750	17-Sep-13	21-Sep-13	21-Sep-13	24-Sep-13
243750	28-Sep-13	10-Oct-13	10-Oct-13	17-Oct-13
243750	21-Oct-13	25-Oct-13	25-Oct-13	31-Oct-13
243750	08-Nov-13	13-Nov-13	13-Nov-13	18-Nov-13

975000

8. It is true that the plaintiff was executed a sale deed bearing No.28452 of 2013 for the land admeasuring 125 Sq.yards on 16-11-2013. The entire payment was made by these defendants as like:

- a. 2nd Feb 2013 Booking amount Rs.25000/-
- b. 18th Feb 2013 payment amount Rs.200000/-
- c. 26th June 2013 payment amount Rs.500000/-
- d. 24th Sep 2013 payment amount Rs.243750/-
- e. 17th Oct 2013 payment amount Rs.243750/-
- f. 31st Oct 2013 Payment amount Rs.243750/-
- g. 18th Nov 2013 payment amount Rs.243750/-
- h. 27th Nov 2013 payment by the (LIC) financier Rs.1248000/-
- i. 27th Nov 2013 Payment by the (LIC) financier Rs.622000/-

Total payments Rs.3570000/-

Balance (Rs.3900000-3570000) Rs.330000/-

9. It is submitted that the plaintiff intentially suppressed the amounts which were paid by the defendant No.2 which was encashed by the plaintiff on 24-09-2013; 17-09-2013;31-10-2013; 18-11-2013 Rs.9.75 lakhs and even the e-mail transactions and legal notices occurred between the plaintiffs and defendants suppressed by the plaintiff and the legal notice dated 28-04-2014 was not accorded to the defendant and even it was not received. In fact prior to that notice there are several notices and reply notices were also placed but the alleged noticed dt. 28-04-2014 was not received by this defendant and these defendants handicapped to answer that notice till today the said copy was not served to these defendants. Hence, the notice is frivolous and fabricated which is not sustained under law.

10. It is submitted that the plaintiff did not file any statement how he was arrived such much of huge amount Rs.20,48,497/- instead of Rs.3,30,000/-. The balance amount also sanctioned by the LIC Housing Loan long back but the plaintiff failed to give physical occupation of the said villa No.46 to the defendants and occupation certificate. The lapse is with the plaintiff only for en-cashing the said amounts which were retained by the financier. Thus, there is no

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defendants. Hence, the claim of the service tax without paying to the government authorities the plaintiff has no locus standi to claim from these defendants.

11. It is submitted that regarding interest part, the plaintiff has to handover the said Villa to these defendants on or before 01-09-2013 but so far, the said Villa was not completed and till date the plaintiff did not handover the same to these defendants. Because to their mental agony by this plaintiff for want of not handing over the same these defendants constrained to file C.C.No.137 of 2014 on the file of District Consumer Forum on 31-05-2014. For outcome of the said case as counter blast; this plaintiff filed the present suit to trouble these defendants. Because of the attitude of the plaintiff as the plaintiff is habit of misusing cheques housing loan was delayed though it was sanctioned. After filing of the suit the transaction between the Sri Bhaskar and the plaintiff, the plaintiff got amounts Rs.9,75,000/- through banker's cheque dated 09-06-2014. Therefore, the plaintiff is not entitled any interest as well as any legal expenditure in view of delay occurred because of the plaintiff attitude only.

12. These defendants entitled Rs.25,000/- p.m. as Rent from the date of 01-09-2013 till the handing over the said Villa, if the plaintiff claims interest. The occurred delay of handing over the villa nearly One year and thus an amount of Rs.3.00 lakhs has to pay by the plaintiff and the said matter is pending adjudication before the proper District Consumer Forum. As such, the plaintiff did not entitle to claim for any interest in his financial assistance. It is only their motto of business promotion and the offer to these defendants as the registration charges attended by the plaintiff as the plaintiff agreed their business promotion.

13. It is submitted that actual dues amount of Rs.3.30,000/- is readily available with the financier and awaiting for physical handing over of the said Villa by the plaintiff. Thus the plaintiff is entitled Rs.3,30,000/- lakhs after issuing occupation certification to these defendants but not more as claimed by the plaintiff in the suit. The suppression of transactions and tactics was not accorded any legal notice copy which was not served to these defendants amounts to uncleaned hands on the part of plaintiff. Whoever approached the Hon'ble Court with un-cleaned hands did not entitle any relief. Otherwise the present suit is liable to be dismissed for non-disclosing the facts. The prayers of the suit are misconceived. The present suit is filed with the sole intention of causing loss to

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admitted in this written statement by the derendant, are deemed to be denied. It is, therefore, prayed that this Hon'ble court may be pleased to dismiss the suit with costs and direct the plaintiff to pay exemplary costs to the defendant as provided under section 35-A of C.P.C in the interest of justice.

Place: HYDERABAD
Date: 07-10-2014

VERIFICATION

I, A. Vijaya Laxmi & A. Mahesh Kumar, do hereby declare and state that the pleadings in the above paras of this written statement are true and correct, to the best of our knowledge, belief, information and legal advise. Hence verified the same to be true and correct on this 07-10-2014 at HYDERABAD.

LIST OF DOCUMENTS

S.No.	Date	Parties to the document	Description
1	20-02-2013	Plaintiff and Defendants	Cash receipt Rs.25,000/- issued by the O.p.
2	16-02-2013	-do-	Cash receipt Rs.2,00,000/- issued by the O.p.
3	20-02-2013 /26-06-2013	-do-	Cash receipt Rs.5,00,000/- issued by the O.p.
4	25-02-2013	-do-	Agreement of sale by the O.P.
5	09-05-2013	-do-	Letter given to the O.P. for seeking 9 months time
6	14-12-2013	-do-	e-mail correspondence
7	28-12-2013	-do-	Reply by/op
8	29-12-2013	-do-	e-mail correspondence
9	02-01-2014	-do-	Reply / op
10	10-01-2014	-do-	e-mail correspondence
11	15-01-2014	-do-	Reply by op
12	05-02-2014	-do-	e-mail correspondence
13	08-02-2014	-do-	Reply / o.p.
14	09-02-2014	-do-	e-mail correspondence
15	12-03-2014	Notice to the plaintiff	O/c Legal notice to the plaintiff by the def. counsel
16	10-04-2014	Plaintiff's counsel reply	Reply notice by the plaintiff's counsel to the defendant's counsel
17	21-04-2014	2 nd notice to defendants	O/c Legal notice to the defedant by the def. counsel
18	31-05-2014	Defendant and plaintiff	O/c of plaintiff C.C.No.137 of 2014

A. Vijaya Laxmi
A. Mahesh Kumar

Other Side copy

THE COURT OF THE
HON'BLE I ADDL. CHIEF JUDGE::CITY
CIVIL COURT AT SECUNDERABAD

O.S.No. 98 OF 2014

BETWEEN:

Modi & Modi Constructions,

....PLAINTIFF

AND

Smt. A. Vijaya Lakshmi, and another

DEFENDANTS

~~A. Vijaya Lakshmi~~

~~M. Sameer Kumar~~

WRITTEN STATEMENT FILED BY THE
DEFENDANT 182

FILED ON: 07-10-2014

FILED BY:

M/s G.L.NARASIMHA RAO(302 of 97)
;A.SAMEER KUMAR, &B.C.S. REDDY