

BETWEEN:

Modi & Modi Constructions,

.... PLAINTIFF

AND

Smt. A. Vijaya Lakshmi and another

.....DEFENDANTS

CHIEF AFFIDAVIT OF DEFENDANT AS DW-1.

I, Mrs. Angadi Vijaya Laxmi, W/o Bhaskar, Age 56 years, Occ: House Wife.
R/o 1-24-253/1, Flat No.32, Sri Sainagar, do hereby solemnly and sincerely affirm
and sincerely state on oath as follows:

1. I am the Def No.1 in the main suit and as such I am well acquainted with the facts of the case.
1. I submitting that the allegations in the plaint under reply are absolutely false and baseless. The plaintiff filed the present suit against defendants 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 defendants. 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.
2. I submitting 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.
3. 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

transactions and legal notices occurred between the plaintiff 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. I submitting 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 encashing the said amounts which were retained by the financier. Thus, there is no any lapse on part of me and the e-mail transactions between the plaintiff and defendants and the legal notice *vis-a-versa* clearly shows that the defendants agreed to pay service tax which was paid by the plaintiff to the Government authorities whereas the plaintiff failed to brought and submit the same before this Hon'ble Court also . But till today, the plaintiff did not pay and not shown the said payment receipt to these 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. I submitting 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 BhaskarRao 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

Ex-B 8	29-12-2013	-do-	e-mail correspondence
Ex-B 9	02-01-2014	-do-	Reply / op
Ex-B 10	10-01-2014	-do-	e-mail correspondence
Ex-B 11	15-01-2014	-do-	Reply by op
Ex-B 12	05-02-2014	-do-	e-mail correspondence
Ex-B 13	08-02-2014	-do-	Reply / o.p.
Ex-B 14	09-02-2014	-do-	e-mail correspondence
Ex-B 15	12-03-2014	Notice to the plaintiff	O/c Legal notice to the plaintiff by the def. counsel
Ex-B 16	10-04-2014	Plaintiff's counsel reply	Reply notice by the plaintiff 's counsel to the defendant's counsel
Ex-B 17	21-04-2014	2 nd notice to defendants	O/c Legal notice to the defedant by the def.counsel
Ex-B 18	31-05-2014	Defendant and plaintiff	O/c of plaintiff C.C.No.137 of 2014

last page corrs.

Solemnly and sincerely affirm this

the day of 1-5-2016

and signed his name in my presence.

BEFORE ME

Deponent

ADVOCATE :: Sec- Bad/Hyderabad