

IN THE COURT OF THE XVI ADDL. DISTRICT JUDGE: R. R. DISTRICT
AT: MALAKAJGIRI

O. S. No. 634 OF 2015

Between:

1. Green Wood Builders,
Rep by its Partner Mr. Soham Modi S/o. Sri Satish Modi,
Aged 46 years.
2. Green Wood Lake Side (Hyderabad) LLP,
Rep by its Partner Mr. Soham Modi S/o. Sri Satish Modi,
Aged 46 years,

Both having its office at 5-4-187/3 & 4, Soham Manson,
M.G.Road, Secunderabad.

...Plaintiffs

AND

1. L. Rajeshwar Rao s/o. L. Anand Rao, aged 47 years.
2. L. Santosh Rao s/o. L. Rajeshwar Rao, aged 23 years,
Both r/o. Flat No. D2, Second Floor,
Susheel Residency, Road No.11,
West Marredpally, Secunderabad - 26.
3. D. Sridhar s/o. D. Prakash, aged 38 years
R/o. 6-31, Gandhi Nagar, Siddipet,
Medak District,
Also at
3452, GlenProsen St, Sanjose,
California CA - 95148 USA.
4. K. V. Pavan Kumar s/o. Sanjeeva Rao, aged 41 years,
R/o. 11-1-329, Red hills, Hyderabad.
5. Smt. M. Renuka w/o. M. Ramgopal, aged 46 years,
6. M. Ramgopal s/o. M. Nala Kishtam, aged 54 years
Both R/o. H.No. 1-4-190, Balaji Nagar, Jagityal,
Karimnagar District, Telangana.
7. M. Krishna s/o. M. Ramasham, aged 51 years
R/o. H.No. 1-4-181, Balaji Nagar, Jagityal,
Karimnagar District, Telangana.
8. Ritesh Kumar s/o. Deena Diyal, aged 31 years
R/o. H.No. 5-9-22/92, Adarsh Nagar,
Hyderabad - 500 063.
9. A. Chenakesh s/o. Late Sri A Vinod Kumar, aged 31 yrs,
R/o. Plot No. 6, Asbestors Colony, Karkhana,
Secunderabad - 500 009.
10. Smt. G. Damayanthi w/o. Vaman, aged 54 yrs,
R/o. 1-4-242, Jawhar Road, Jagityal,
Karimnagar, Telangana.

...Defendants

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**PLAINT FILED UNDER SECTION 26 OF C.P.C. FOR
RECOVERY OF MONEY AND PERPETUAL INJUNCTION**

I. Description of the Plaintiffs:

The address for service of all notices, summons and process etc. on the Plaintiffs as mentioned above and of their counsel Sri C. Balagopal, Ammerunisa Begum, C.V. Chandramouli and P. Vikram Kumar Advocates, 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 in the cause title.

III. FACTS OF THE CASE:

1. The Plaintiffs submit that the Defendants are owners of various extents of land in survey no. 49, Yapral Village, Malakajiri Mandal, R.R. District totally admeasuring 5 acres 30 guntas which is more fully described in the suit schedule property given at the foot of the plaint. The Plaintiffs are filing the certified copies of sale deeds by which the Defendants had purchased the various extents of suit schedule property.

2. The Plaintiffs submit that they were approached by the Defendants for developing the land and construction of Flats, as the Plaintiffs were in the business of development of Flats, Villas and bungalows in and around twin cities. Keeping in view the expertise of the Plaintiffs the Defendants agreed to give their land for development and construction of flats in suit schedule property.

3. The Plaintiff No.1 and the Defendants entered into an MOU dated 23.05.2013 for the development to land admeasuring 5 Acers 30 guntas in Survey No.49 situated at Yapral (V), Malakajgiri (M) R.R.District and for construction of residential Housing Project consisting of Apartments/Flats along with common ammenities like Club House, Roads, Drains, Water & Electricity Supply, Land Scaping, Gates, Childeren Part, Compound Wall, Sports & Recreational facilities in the said land. The MOU is filed as document No.1.

4. The Plaintiffs submit that the said MOU was also containing various other clauses & conditions to be fulfilled by the Defendants as owners and by the Plaintiffs as developers. Subsequently by a supplementary MOU dated 17.09.2014 the benefit under the earlier MOU was transferred in favour of the Plaintiff No.2. The supplementry MOU is filed as document No. 2.

5. The Plaintiffs have so far paid the Defendants a sum of Rs. 90, 50,000/- as security deposit from time to time. The receipts issued by the Defendants for the above payments are filed herewith as documents Nos.5 to 8. The said security deposit is refundable by the Defendants to the Plaintiffs, after completion of the project and handing over the share of the Defendants in the built up area. As the Defendants had to fail to keep their part of contract as per MOU, the Plaintiffs are entitled to refund of the security deposit with interest as per Clause 52 of the MOU. The Plaintiffs further submit they have spent huge amounts for preparing plans and submitting the same to the concerned authorities for sanction and other preparatory work for commencing the project. In this regard the Plaintiffs have incurred an expenditure amounting to Rs. 23,43,908/- towards establishment of adminstration and construction. The Plaintiffs are filing records in support of the above contention. Inspite of such huge investments and every effort on the Plaintiffs part, the project has not

been able to take off due to omissions and latches on the part of the Defendants.

6. The Plaintiffs submit that the Defendants are aware that adjacent to the suit schedule property there is a huge extent of land belonging to the Defence Ministry, GOI. In view of the same a No Objection Certificate has to be obtained from the Army Authorities namely Quarter Master General, Andhra Sub Area Bollaram. This has to be obtained by an application made in this behalf by the Defendants as owners of the land. Unfortunately in spite of several requests by the Plaintiffs representative the Defendants have not taken any necessary steps to apply and obtain the NOC for commencing the project. The Plaintiffs submit that they have not been able to commence the construction because of the objections by the Army authorities due to lack of NOC. This is a clear default on the part of Defendants.

7. The Plaintiffs submit that the Defendants have failed to deposit the conversion fee (Agriculture land to Non Agriculture land) which is the subject matter of the agreement. Some of the legal representatives of the necessary parties who appear to be NRIs have refused to co-operate in signing the documents. The Defendants have also not been able to complete the transfer of land admeasuring 25 guntas as per the terms of MOU. The Defendants have not cooperated in initiating the process of survey to be done by the MRO for obtaining the sanction. There are several other latches on the part of the Defendants, which would be raised at an appropriate time by the Plaintiffs with the leave of this Hon'ble Court.

8. The Plaintiffs submit that the MOU has become impossible of performance due to latches on the part of the Defendants and as such the Plaintiffs have no other option but to cancel the MOU. The Plaintiffs have been misled by the Defendants regarding the clearances to be obtained by them and

the Plaintiffs had launched the project under the impression that the Defendants would be taking care of their part of the contract as per the MOU.

The Plaintiffs got issued a notice through their counsel to the Defendants on 15.06.2015 calling upon the Defendants to refund the security deposit and the amounts spent by the Plaintiffs. The Defendants did not reply inspite of receiving the notice.

9. The Plaintiffs submit that in view of the cancellation of the MOU the Defendants are liable to return the security deposit of Rs. 90,50,000/- alongwith interest amounting to Rs. 1,34,55,578/- paid by the Plaintiffs to the Defendants. The Plaintiffs are further entitled to claim Rs. 23,43,908/- being the amount spent by them for developomental works at the suit schedule property along with interest amounting to Rs. 29,37,044/- spent by them along with interest.

10. The Plaintiffs have filed this suit for recovery of Rs. 1,34,55,578/- being the amount of security deposit alongwith interest paid by the Plaintiffs to the Defendants and Rs. 29,37,044/- being the amount spent by the Plaintiffs alongwith interest for commencing the project, totalling to Rs. 1,63,92,622/-. The Plaintiffs are filing a statement of accounts showing the details of the claim made by the Plaintiffs and the same is marked as document no.7

11. The Plaintiffs submit that the Defendants have obtained money from the Plaintiffs on false promises and are guilty of cheating. The Plaintiffs are taking separate steps under criminal law.

The Plaintiffs are also praying for attachment and permanent injunction against the Defendants from alienating or creating any third party interest.

The Plaintiffs have not filed any suit in any court for similar cause of action.

Hence this suit.

IV. CAUSE OF ACTION:

The cause of action for the suit arose on 23.05.2013 the date on which the Defendants and the Plaintiffs have entered into MOU and on 17.09.2014 the date on which the supplementary MOU was entered upon by the Plaintiffs and the Defendants and on 15.06.2015 when the notice was given to the Defendants through the Plaintiffs counsel and on all such dates when the terms and conditions of the MOU are not fulfilled by the Defendants.

IV. JURISDICTION:

The suit schedule property is situated at Yapral Village, Malkajgiri Mandal, Ranga Reddy District which is within the territorial jurisdiction of this Hon'ble Court and hence this court has got territorial jurisdiction to try this suit and the claim is for Rs. 1,63,92,622/- and hence this Hon'ble Court having the pecuniary jurisdiction.

VI. COURT FEE:

The suit is valued for the purpose of Court fee and jurisdiction at

1. Rs. 1,34,55,578/- being the amount of the security deposit refundable by the Defendants and a court fee of Rs. 1,37,026/-.
2. Rs. 29, 37,044/- being the amount spent by the Plaintiffs a court fee of Rs. 31,826/- is paid.

A total court fee Rs. 1, 68,252/- under Section 20(2) of the A.P.C.F and S.V. Act.

3. The suit is valued notionally at Rs. 1,00,000/- for the purpose of perpetual injunction and court fee of Rs. 3,426/- is paid here with under section 26 (c) of the A.P.C.F. and S.V.Act.

The grand total court fee paid is Rs. 1,72,278/-

VII. PRAYER:

It is, therefore, prayed that this Hon'ble Court may be pleased to pass a Judgment and a Decree in favour of the Plaintiffs and against the Defendants as follows:

- a) To grant decree for return of money amounting to Rs.1,63,51,878/- along with interest from the date of filing of the suit, till date of payment.
- b) To grant Perpetual injunction against the Defendants or their agents or any person or persons claiming through them from alienating or creating third party interest in the suit schedule property.
- c) To grant attachment before judgment of the suit schedule property.
- d) To pass such other order or orders as this Hon'ble court deems fit and proper in the interest of justice.

COUNSEL FOR PLAINTIFFS
Date:

PLAINTIFFS

SUIT SCHEDULE PROPERTY

All that land admeasuring 5 acres 30 guntas in survey no. 49, situated at Yaprall Village, Malkajgiri Mandal, R.R. District and bounded by:

North	:	HUDA Approved lay out
South	:	Balance portion of land in Sy. 49
East	:	Water body
West	:	100 ft Wide Road

PLAINTIFFS

VERIFICATION

I Soham Modi S/o. Sri Satish Modi aged 46years, R/o. Secunderabad, do hereby solemnly affirm and state an oath as follows, do hereby state that the facts mentioned above is true and correct to the best of knowledge and belief. Hence verified.

HYDERABAD

PLAINTIFF No.1

Date:

LIST OF DOCUMENTS

Sl. No.	Date	Parties	Description of Document
1.	23.05.2013	Pltf. No.1& Defts.	MOU Original
2.	17.09.2014	Pltfs. & Defts.	Supplementary MOU Original
3.	09.05.2013	Pltf. No.1 & Third party	Registration of firm (Certified Copy)
4.	15.06.2015	Pltfs. & Defts	Office copy of notice
5.	09.05.2013	Pltfs. & Defts	Cash Receipt for Rs. 20,00,000/-
6.	30.05.2012	Pltfs. & Defts	Cash Receipt for Rs. 50,00,000/-
7.	20.01.2014	Pltfs. & Defts	Cash Receipt for Rs. 20,00,000/-
8.	29.10.2014	Pltfs. & Defts	Cash Receipt for Rs. 50,000/-
9.	22.12.2006	Defd No.1 & third Parties	Sale Deed No. 7060 of 2006
10.	27.12.2006	Defd No.3 & third Parties	Sale Deed No. 7061 of 2006
11.	11.01.2008	Defds No.2 &4, third Parties	Sale Deed No. 143 of 2008
12.	27.12.2006	Defd No.5 &6, third Parties	Sale Deed No. 7059 of 2006
13.	27.12.2006	Defd No.7 & third Parties	Sale Deed No. 7058 of 2006
14.	27.12.2006	Defd No.8 & third Parties	Sale Deed No. 7063 of 2006
15.	27.12.2006	Defd No.9 & third Parties	Sale Deed No. 7062 of 2006
16.	24.06.2009	Defd No.10 & third Parties	Sale Deed No. 1369 of 2009
17.	27.12.2006	Defd No.1 & third parties	AGPA 7065 of 2006
18.	30.05.2011	Defd No.1 & third parties	AGPA 1669 of 2011
19.		Plaintiffs	Statement of expenditure of the Plaintiffs for the period 01.03.2014 to 31.05.2015.
20.	17.11.2014	Plaintiffs	Agreement between the Plaintiffs
21.			Interest calculation
22.	18.06.2015	Pltfs. & Defts	Return Covers - 2
23.		Pltfs. & Defts	Acknowledge cards - 7

Date:

PLAINTIFFS

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DISTRICT JUDGE: R. R. DISTRICT
AT: MALKAJGIRI

O. S. No. 634 OF 2015

Between:

Green Wood Builders
& another, ...Plaintiffs

AND

L. Rajeshwar Rao
& others ...Defendants.

PLAINT FILED UNDER SECTION
26 OF C.P.C. FOR
RECOVERY OF MONEY AND
PERPETUAL INJUNCTION

Filed on:

29/6/15

Filed by:

C. BALAGOPAL
Advocate

103, Suresh Harivillu Apartments,
West Marredpally,
Secunderabad.

Ph No. 64570512/9441782451