

IN THE COURT OF THE I ADDL. CHIEF JUDGE;  
CITY CIVIL COURT AT SECUNDERABAD

O.S.NO. 122 OF 2012

Between:

M/s.Mehta and Modi Homes, a partnership firm  
having their registered office at 5-4-187/3&4,  
II Floor, Soham Mansion,  
M.G.Road, Secunderabad  
rep. by its Partner Sri Soham Modi  
S/o Sri Satish Modi, aged 40 years.

... Plaintiff

AND

Smt.A.Susheela W/o A.Sudhakar  
Aged 50 years,  
R/o 304, Mahalakshmi Towers,  
Shivbagh, Ameerpet,  
Hyderabad.

... Defendant

PLAINT FILED UNDER SECTION 26 C.P.C.

SUIT FOR RECOVERY OF RS.12,14,531/-

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, having their 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:

The Plaintiff submits as follows:

1. The Plaintiff is a Builder and Developer and they have developed one such project under the name and style of "Silver Oak" Bungalows, Phase II, situated at Survey No.291, Cherlapally, Hyderabad - 500 051.
2. The Defendant approached the Plaintiff for purchase of a Bungalow bearing Nos.228 in the above Venture for a total sale consideration of Rs.46,00,000/- excluding VAT, Service tax, Registration charges, charges for additions and alterations, maintenance charges, interest on delayed

For Mehta & Modi Homes

payment etc. Subsequently, the Defendant has issued a Cheque bearing No.827455 for Rs.7,88,000/- drawn on Andhra Bank, Sultanbazar, Hyderabad towards balance sale consideration.

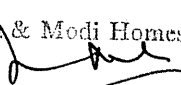
3. The Plaintiff submits that on presentation of the above said cheque the same was dishonored due to insufficient funds. The Plaintiff filed a case under N.I. Act in the court of the XI Addl. Chief Metropolitan Magistrate at Secunderabad bearing LAC No.269 of 2009 U/s 138 of N.I. Act. Subsequently, the Defendant came forward for a compromise and approached the Plaintiff and after several rounds of negotiation, a compromise was reached between the Plaintiff and Defendant. In pursuance of the said compromise, the Defendant issued a letter dated 8.7.2009 agreeing to pay a sum of Rs.13,53,586/- towards full and final settlement (lumpsum) of the balance sale consideration including charges like VAT, service tax, stamp duty, registration charges, and charges for additions and alterations, maintenance charges and interest on delayed payment etc. and issued four post-dated cheques towards the said balance sale consideration and other charges as follows:

| S.No. | Ch.No. | Date       | Rs.           |
|-------|--------|------------|---------------|
| 1.    | 827460 | 14.07.2009 | Rs.3,50,000/- |
| 2.    | 827457 | 28.08.2009 | Rs.1,75,000/- |
| 3.    | 827458 | 20.09.2009 | Rs.3,23,586/- |
| 4.    | 827459 | 29.09.2009 | Rs.5,05,000/- |

The above cheques were drawn on Andhra Bank, Sultan Bazar, Hyderabad.

4. The Plaintiff presented the first and second cheque and they were cleared. But third and fourth cheques were not presented on its due dates at the request of the Defendant. Subsequently at the request of Defendant, the third and 4<sup>th</sup> cheques i.e., cheque bearing No.827458 dt.20.09.2009 for Rs.3,23,586/- and Cheque No.827459 dt.29.09.2009 for Rs.5,05,000/- drawn on Andhra Bank, Sultan Bazar, Hyderabad were presented for collection but the same were dishonored. The Plaintiff informed about the dishonor of cheques and the Defendant promised to pay the amounts covered under the said cheques within a couple of days but the Defendant failed to keep up her promise.

5. The Plaintiff submits that the Defendant is due an amount of Rs.8,28,586/- towards the principal amount and an amount of

For Mehra & Modi Homes  
  
Partner

Rs.3,85,945/- towards the Interest charges payable for delayed payments, aggregating to Rs.12,14,531/-. The Plaintiff has been pursuing with the Defendant for the payment of outstanding so that the possession of the bungalow can be handed over to the Defendant. The Defendant has not taken any steps to clear the dues and take possession of the villa. Hence the Plaintiff is constrained to file this suit for recovery of money.

V). The Plaintiff declares that it has not filed any suit or proceeding for the same relief sought herein against the Defendant in any court of Law.

8. CAUSE OF ACTION:

The cause of action for the suit arose on \_\_\_\_\_ when the Defendant signed the booking form for the purchase of the Villa No.238 and on \_\_\_\_\_ when the Sale Deed for the land and Agreement of Construction were executed and registered and on 20.0.2009 and 29.09.2009 and on 06.10.2009 and 10.10.2009 when the cheques were dishonoured and on all such dates when the balance amount remains unpaid by the Defendant and the cause of action is still subsisting.

9. JURISDICTION:

This Hon'ble court has got jurisdiction to entertain this Plaintiff since the Plaintiff's registered office is situated at Soham Mansion, M.G.Road, Secunderabad, which is within the territorial jurisdiction of this Hon'ble court.

10. LIMITATION:

The suit is within time as prescribed under Law.

11. 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:-

- a) To pass a decree and Judgment in favour of the Plaintiff against the Defendant for recovery of Rs.12,14,531/- with interest @ 18% p.a. from the date of this suit till realization;
- b) and to award costs of the suit; and
- d) To grant any other relief or reliefs to which the plaintiffs are otherwise entitled to in the circumstances of the case.

Advocate for the Plaintiff

For Mchta & Modi Homes  
Plaintiff  
Partner

VERIFICATION

I, Soham Modi, Partner of Plaintiff firm do hereby declare that the facts mentioned above are true and correct to the best of my knowledge, hence verified.

Secunderabad

Date: .06.2012

For Mehta & Modi Homes  
PLAINTIFF  
Partner

LIST OF DOCUMENTS FILED ALONG WITH THE PLAINT

| S. No. | Date | Description of document                                                |
|--------|------|------------------------------------------------------------------------|
| 1.     |      | Copy of the Registration of Plaintiff firm                             |
| 2.     |      | Booking form - Xerox copy                                              |
| 3.     |      | Sale Deed executed by Plaintiff in favour of Def                       |
| 4.     |      | Agreement of construction executed by Plaintiff in favour of Defendant |

Secunderabad  
Date: .06.2012

For Mehta & Modi Homes  
COUNSEL FOR PLAINTIFF



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

O.S.NO.                      OF 2012

Between:

M/s. Mehta and Modi Homes, a  
... Plaintiff  
And

Smt. A. Susheela  
... Defendant

**PLAINT**

**SUIT FOR RECOVERY OF MONEY**

Filed on:                      .06.2012

Filed by:

**Sri C.BALAGOPAL  
ADVOCATE**

Flat No.103, Suresh Harivillu Apts  
Road No.11, West Marredpally  
Secunderabad - 26.  
Ph: 64570512

COUNSEL FOR PLAINTIFF