

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

O. S. No: 98 OF 2014

Between:

Modi & Modi Constructions, a partnership firm
Having its registered office at 5-4-187/3 & 4,
Soham Mansion, M. G. Road, Secunderabad
Represented by its Managing Partner,
Sri Soham Modi S/o Sri Satish Modi aged 44 years,
... PLAINTIFF

And

1. Smt.A. Vijaya Lakshmi W/o. A. Bhasker
Aged 56 years,
2. A.Mahesh Kumar S/o A Bhasker,
Aged 31 years, Occupation Service
Both R/o. H.No.1-24-253/1, Plot No. 32,
Sri Sai Nagar Colony, Loathkunta,
Alwal, Secunderabad – 15.
... DEFENDANTS

SUIT FOR RECOVERY OF RS.20,48,497/- PLAINT FILED UNDER SECTION
26 C.P.C.

I. Description of the Plaintiff:

The addresses 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, C. V. Chandramouli and P. Vikram Kumar, Advocates, having their office at Flat No.103, Suresh Harivillu Apartments, Road No.11, West Marredpally, Secunderabad.

II. Description of the Defendants:

The addresses for service of all notices, summons and process etc. on the Defendants are the same as mentioned above.

III. Facts of the case:

a). The Plaintiff is a Builder of repute and has developed and constructed several residential Flats, Villas and bungalows in and around the Twin Cities of Secunderabad and Hyderabad. One of the projects undertaken by the Plaintiff is "NILGIRI HOMES", situated at Survey Nos.128,129,132 & 136, Rampally Village, Keesara Mandal, Ranga Reddy District.

b). 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 lacs. The Plaintiff informed the Defendants that the villa chosen by them is in an advanced stage of construction and if the dues are paid within four months, they would be able to complete and handover the possession of the villa. The defendants were satisfied about the progress of the project at that point of time and agreed of all the terms and conditions as specified by the plaintiff. On such agreement having been reached the Plaintiff had executed a regd. sale deed bearing No. 8452 of 2013 for the land admeasuring 125 sq yards on 16/11/2013 at SRO, Keesara, RR dist. On the same day the Defendants also executed an agreement of construction in favour of the Plaintiff which clearly spells out the terms of payment, period of completion and interest on late payments besides the other terms and conditions. The Defendants have abnormally delayed in the payment of the instalments. The Plaintiff has received an amount of Rs.25,95,000/- till date. The Defendants have to further pay an amount of Rs.20,48,497/- to the Plaintiff towards full and final settlement of the cost of the villa. The above amount includes service tax, corpus fund and interest on late payments.

c) The Plaintiff submits that the villa is ready in all aspects and it will be in a position to handover the possession to the Defendants after they clear all the dues as specified above.

d) The Plaintiff had got issued a notice dated 18/04/2014 through its Counsel to the Defendants calling upon the Defendants to make the payment of Rs. 20,48,497/- within 7 days from the date of receipt of the notice and take possession of the villa. Though the defendants received the notice, they have not so far replied.

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

V. Cause of action:

The cause of action for the suit arose on..... the date of booking of bungalow by the Defendant and on 16/11/2013 the date on which the sale deed was executed in favour of the Defendants and also the Agreement of Construction executed by the Defendants infavour of the Plaintiffs and on all other subsequent dates when the dues remained unpaid and the cause of action is subsisting.

V. Jurisdiction:

The Registered office of the Plaintiff is 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:

a) The suit is valued for the purpose of court fee and jurisdiction at Rs. 20,48,497/- on which a court fee of Rs...../- is paid herewith paid under Section 20 of 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 Defendants granting the following reliefs:-

- a) To pass a decree and Judgment in favour of the Plaintiff against the Defendants for recovery of Rs. 20,48,497/- with interest @ 18% p.a. from the date of this suit till realization;
- b) and to award costs of the suit; and
- c) To grant any other relief or reliefs to which the plaintiffs are otherwise entitled to in the circumstances of the case.

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.	16.11.2013	Sale Deed executed by Plaintiff in favour of Defs Xerox copy
4.	16.11.2013	Agreement of construction. Xerox copy
5.	28.04.2014	O/c of Notice issued by Plaintiff's counsel to Defs.
6.		Statement of Account

Secunderabad

Date:

COUNSEL FOR PLAINTIFF



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.... PLAINTIFF

And

Smt. A. Vijaya Lakshmi & another
... DEFENDANTS

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RS.20,48,497/- PLAINT FILED
UNDER SECTION 26 C.P.C.

Filed on:

Filed by:

Sri C.BALAGOPAL
ADVOCATE

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

COUNSEL FOR PLAINTIFF