IN THE COURT OF IV JUNIOR CIVIL JUDGE, RR DISTRICT
AT L B NAGAR

O.S.NO. 70 OF 2015

Between:

1. Silver Oak Bungalows Owners Association
Rep. by its President Sri Rtd. Cpt. K.S.M Nair,
S/o. T. K Nair, and General Secretary
Sri Jatil Sharma, S/o. B. M. Sharma,
R/o. B.No.39, Silver Oak Bungalows,
Cherlapally, Hyderabad

2. M/s. Mehta and Modi Homes Rep by
its Managing Partner Sri Soham Modi,
S/o. Sri Sathish Modi, aged 45 years,
R/o.5-4-187/3&4, 2nd floor, "Soham Mansion",
M. G. Road, Secunderabad, ... Plaintiffs

And

1. Aduri Sharath Chandra S/o. Aduri Prakash Reddy,
2. Smt. Aduri Sumalatha W/o. Aduri Prakash Reddy,
3. Aduri Prakash Reddy,
All R/o. Door No. 23-6-253/A/2, Tiger Hill,
New Shampet, Hunter Road, Hanumakonda.

ALSO AT
Bungalow No.220
Silver Oak Bungalows - Phase II
Sy.No.291, Cherlapally Village,
Ghatkesar Mandal, RR Dist., ... Defendants

**PLAINT FILED U/S 25 OF CPC FOR MANDATORY INJUNCITON**

**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 its counsel Sri C. Balagopal, Smt. Ameerunnisa Begum, K. Vijaya Saradhi, C. V. Chandramouli and P. Vikram Kumar Advocates, 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 as mentioned above.

For MEHTA & MODI HOMES

Partner

For SILVER OAK BANGLOWS OWNERS ASSOCIATION,
CAPT(IN) KSM NAIR (RETD)
Authorised Signature.

**III. Facts of the case:**

1. The Plaintiff No.2 is a Builder and Developer and it has developed one such project under the name and style of "Silver Oak" Bungalows, Phase II, situated at Survey No.291, Cherlapalli, Hyderabad – 500 051.

2. The Plaintiffs submit that the vendor of the defendants No.1 & 2 Sri Mohammed Riyaz Mohiuddin had approached Plaintiff No.2 and after due negations purchased Bungalow No.220 at "Silver Oak Bungalows - Phase II", situated at Sy.No.291, Block No.2, Cherlapally Village, Ghatkesar Mandal, RR Dist., under a Regd. Sale Deed dtd.9.2.2011and Registered as document No.1012/11 in SRO, Uppal. At the time of execution of the above mentioned sale deed, an agreement of construction was also entered in to between the vendor of the defendants No.1 & 2 and plaintiff No.2. In the said agreement of construction it is mentioned the terms regarding the maintenance of elevation. The clause Nos. 14 and 17 are extracted below.

> ***CLAUSE 14**: The buyer shall not be allowed to alter any portion of the bungalow that may change its external appearance without due authorization from the builder and / or Association / Society incharge of maintenance for an initial period ending upto 2015 and all the bungalows in the project of "Silver Oak Bungalows" shall have a similar elevation, color scheme, compound wall, landscaping, trees etc for which the buyer shall not raise any obstructions/objections.*
>
> ***CLAUSE 17**: The Buyer shall not cut, maim, injure, tamper or damage any part of the structure of any part of the bungalow nor shall the Buyer make any additions or alterations in the bungalow without the written permission of the Builder and / or any other body that may be formed for the purposes of maintenance of the Silver Oak Bungalows Project.*

It is pertinent to mention here that the Bye-laws of the association is also based on the above clause.

3. Subsequently the said Sri Mohammed Riyaz Mohiuddin sold the bungalow to the defendants 1 & 2 under a registered sale deed. The vendor of the defendants 1 & 2 had become the member of plaintiff No.1. When the defendants 1 & 2 purchased the bungalow from their vendor they became the members of the plaintiff No.1.

4. The Plaintiffs submit that the defendants1 & 2 by virtue of being the members of the plaintiff No.1 are bound by the Bye-laws of the plaintiff No.1. The Bye-laws of the association clearly spells out that a owner of a banglow cannot make any structural alteration or change the elevation. This is clearly mentioned at clause No.26 (ii), (6). The Defendnats1 & 2 are well aware of this clause as they are members of the association.

For SILVER OAK BANGLOWS OWNERS ASSOCIATION,
Authorised Signature

For MEHTA & MODI HOMES
Partner

5. The Plaintiffs submit that it was observed by Plaintiff No.1 that the defendants had blatantly violated the said clause by putting up an Iron Ladder in the front elevation of the bungalow and also removing the lawn and putting up cement flooring, which drastically changes the elevation of the bungalow and also violates the Bye-laws of the association. The defendants 1 & 2 cannot get better rights than his vendor, who had originally acquired from the builders and the association. As such the defendants 1 & 2 are bound by the terms and conditions of the sale in favor of their vendor and therefore the present activities of the defendants 1 & 2 are illegal and not binding on the association.

6. The plaintiffs submit that a notice was sent to the defendants1 & 2 through their counsel to both the addresses mentioned in the cause title. The Defendants 1 & 2 refused to receive the notices and only Defendant No.3 had received the same and has not replied. ***The defendants on receipt of the said notice had threatened the office bearers of Plaintiff No.1 with dire consequences for interfering in his illegal activities.*** As the plaintiffs are left with no other option but to file the suit for Mandatory Injunction against the defendants directing them to remove the Iron Ladder put up in the front portion of the suit schedule property. The Plaintiffs have not filed any suit against the Defendants for the same cause of action.

IV. Cause of action:

The cause of action for the suit arose on 27.02.2014 the date on which the defendant alter the elevation and on 24.12.2014 when the plaintiffs got issued a notice through their counsel and on all such subsequent dates when the defendant did not remove the Iron Ladder and the flooring put up after removing the lawn.

V. Jurisdiction:

The suit schedule property is situated at Cherlapally, RR Dist., which is within the jurisdiction of this Hon'ble court hence, this Hon'ble Court has got territorial jurisdiction and the value of the suit is less than Rupees One lakh and as such the Hon'ble court has also got pecunary jurisdiction to try the suit.

VI. Court Fee:

The suit is valued for the purpose of court fee and jurisdiction at Rs.30,000/- being the valuation for the purpose of this suit and a court fee paid is Rs. _____/- U/s._____ OF A.P.C.F. and S. V. Act.

VII. Prayer:

The Plaintiffs prays that this Hon'ble court be pleased to pass a Judgment and Decree in favour of the Plaintiffs and against the Defendants granting the following reliefs:-

For MEHTA & MODI HOMES

For SILVER OAK BANGLOWS OWNERS ASSOCIATION

CAPT(IN) KSM

Authorised Signature.

a) To grant Mandatory Injunction against the defendants directing them to remove the Iron Ladder and also to restore Lawn in the front portion of the Suit Schedule property.

b) To grant the costs of the suit; and

c) To pass such other relief or reliefs as are just and necessary in the circumstances of the case.

Counsel for Plaintiff

PLAINTIFFS

LB NAGAR
Date:

1 For SILVER OAK BANGLOWS OWNERS ASSOCIATION
Authorised Signature.

For MEHTA & MODI HOMES

2 Partner

## VERIFICATION

We the plaintiffs do hereby declare that the facts stated above are true and correct to the best of our knowledge, hence verified.

L.B.NAGAR
Date:

PLAINTIFFS

1 For SILVER OAK BANGLOWS OWNERS ASSOCIATION
Authorised Signature.

For MEHTA & MODI HOMES

2 Partner

## Suit Schedule Property

All that banglow bearing no. No.220 at "Silver Oak Bungalows - Phase II", situated at Sy.No.291, Block No.2, Cherlapally Village, Ghatkesar Mandal, RR Dist.

| | | |
|---|---|---|
| North | : | Plot No. 219 |
| East | : | Plot No. 211 |
| West | : | 40" Wide Road |
| South | : | South Compound Wall |

For SILVER OAK BANGLOWS OWNERS ASSOCIATION (Rota)

Authorised Signature.

For MEHTA & MODI HOMES

Partner

## LIST OF DOCUMENTS

| Sl. No. | Date | Parties | Description of Document |
|---|---|---|---|
| 01. | 09.02.2011 | Plaintiff No.2 & III party | Sale Deed -- C C |
| 02. | | Plaintiff No 2 & III party | Agreement of Construction -- True copy |
| 03. | | IIIrd party & Defs 1 & 2 | Sale Deed -- CC |
| 04. | 24.12.2014 | Plaintiff No.1 & Defs. | Notices --- OC |
| 05. | 20.11.2014 | Plaintiff & Defs. | Postal Receipt |
| 06. | | Plaintiff & Defs. | Postal Acknowledgement. |
| 07 | | Plaintiff & Defs. | Return Covers |
| 08. | | Plaintiff & Defs. | Photographs |

L.B.NAGAR
Date:

PLAINTIFFS

For SILVER OAK BANGLOWS OWNERS ASSOCIATION,
(CAPT(IN) K.H. HAIL (Retd)
Authorised Signature.

For MEHTA & MODI HOMES

Partner

IN THE COURT OF
JUNIOR CIVIL JUDGE, RR
DISTRICT AT L B NAGAR

O.S.NO. OF 2015

Between:
Silver Oak Bungalows
Owners Association&
another
--- Plaintiffs

And

Aduri Prakash Reddy
--

Defendant

PLAINT FILED U/S 26 OF
CPC FOR MANDATORY
INJUNCITON

Filed on:

Filed by:

**SRI.C.BALAGOPAL**
**ADVOCATE**

Flat No.103, Suresh Harivillu
Apts,
Road No.11, West Marredpally,
Secunderabad – 500 026.
Ph: 64570512/9441782451

COUNSEL FOR PLAINTIFFS

IN THE COURT OF JUNIOR CIVIL JUDGE, RR DISTRICT
AT L B NAGAR

O.S.NO. 70 OF 2015

Between:
Silver Oak Bungalows Owners Association ... PLAINTIFF

And

Aduri Prakash Reddy ... DEFENDANT

VERIFIED AFFIDAVIT

I, Soham Modi S/o Sri Sathish Modi, aged 45 years, occupation: Business, R/o. Secunderabad, do hereby solemnly affirm and state on oath as follows:

1. I am the Plaintiff No.2 herein and as such I am well acquainted with the facts of the case. I am authorize to file this affidavit also on behalf of the Plaintiff No.1.

2. I state the facts mentioned in the plaint are true and correct to the best of my knowledge and belief.

Hence this verified affidavit.

DEPONENT

Sworn and signed before me
on this the day of January, 2015
at L. B. Nagar.

ADVOCATE / L.B.NAGAR

For MEHTA & MODI HOMES

Partner

IN THE COURT OF
JUNIOR CIVIL JUDGE, RR
DISTRICT AT L B NAGAR

O.S.NO. OF
2015

Between:
Silver Oak Bungalows
Owners Association&
another
--- Plaintiffs

And

Aduri Prakash Reddy
--

Defendant

**VERIFIED AFFIDAVIT**

Filed on:

Filed by:

**SRI.C.BALAGOPAL**
**ADVOCATE**

Flat No.103, Suresh Harivillu Apts
Road No.11, West Marredpally,
Secunderabad – 500 026.
Ph: 64570512

COUNSEL FOR PLAINTIFFS

# SILVER OAK BUNGALOWS OWNERS ASSOCIATION

Sy. No. 35 to 39, Cherlapally, Ghatkesar Mandal, Ranga Reddy District, Hyderabad 501 301

Ref: SOBOA/C39/20150113

Date: January 13, 2015

To whomsoever it may concern

Executive Committee hereby authorizes its President [Capt. (IN) KSM Nair (Retd.)] and/or General Secretary [Mr. Jatil Sharma] to sign and give evidence in the civil court against owners of bungalow # 220 in Silver Oak Bungalows Phase-II, Cherlapally.

Sincerely,

1. Capt. (IN) KSM Nair (Retd.) – President
2. Shri. A. K. Mukherjee – Vice-President
3. Shri. Jatil Sharma – Gen. Secretary
4. Smt. S. Ratna Vani – Treasurer
5. Shri. Muralidhar Konijeti – Joint Secretary – Phase I
6. Shri. Kamalesh N Vishwanatha– Joint Secretary – Phase II
7. Shri. Vinay Agnihotri – Joint Secretary – Phase III