

DECREE IN ORIGINAL SUIT
IN THE COURT OF THE II ADDITIONAL JUNIOR CIVIL JUDGE,
R.R. DISTRICT AT L.B.NAGAR

Present: **Smt.V.Madhavi Latha,**
 II Addl. Junior Civil Judge,
 R.R. District, L.B.Nagar

Monday, the 3rd day of August, 2015

Original Suit No. 70 of 2015 No. 19286 of 2015

Between:

- 1) Silver Oak Bungalows Owners Association
 rep.by its President Sri Rtd.Cpt.K.S.N.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 44 years,
 R/o.5-4-187/3&4, 2nd floor, "Soham Mansion",
 M.G.Road, Secunderabad.

COURT OF THE DISTRICT & SESSIONS JUDGE RANGA REDDY DISTRICT	
Application Filed on:	4/8/15
Charges Called on:	3/8/15
Charges Deposited on:	19/15
Receipt No:	9741 Rs: 16/-
Copy made ready on:	4/9/15
Copy delivered on:	
 Superintendent Central Copying Section Ranga Reddy District.	

... 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, R.R.District.

... Defendants

CLAIM: This is a suit for mandatory injunction to direct the defendant to remove the iron ladder and to restore the lawn in the front portion of the suit schedule property.

CAUSE OF ACTION AROSE: The cause of action arose on 27.02.2014 and on 24.12.2014.

VALUATION: The suit is valued at Rs.30,000/- and a court fee of Rs.1700/- is paid U/Sec: 26(C) of A.P.Court Fees and Suit Valuation Act.

SUIT PRESENTED ON:- 02.02.2015

SUIT NUMBERED ON:- 04.03.2015



This suit is coming before me for final hearing in the presence of Sri.C.Bala Gopal, learned counsel for the Plaintiff and of defendants 1 to 3 having remained exparte and upon hearing the counsel for plaintiff, perusal of the material on record and the matter having stood over for consideration till this day, this court doth order and decree as follows:

1. That the suit of the plaintiffs be and the same is hereby decreed.
2. That the mandatory injunction is hereby granted, directing the defendants to remove the iron ladder put up in the front portion of the suit schedule property and also to restore lawn in the front portion of the suit property.
3. That the defendants do pay a sum of Rs.1918/- to the plaintiffs towards costs of the suit.

Given under my hand and seal of the court on this the 3rd day of August, 2015.

M. d. h. 12/8
II ADDL.JUNIOR CIVIL JUDGE
R.R.DIST AT L.B.NAGAR

COSTS OF THE SUIT

	For Plaintiffs	For Defendants
	Rs.	Rs.
1. Stamp on Plaint	1786.00	---
2. Stamp on Vakalat	2.00	Exparte
3. Stamp on Process	130.00	---
4. Advocate Fee	FC not filed	---
5. Stamps on exhibits	---	---
	1918.00	Exparte

M. d. h. 12/8
II ADDL.JUNIOR CIVIL JUDGE
R.R.DIST AT L.B.NAGAR



SCHEDULE OF PROPERTY

All that banglow bearing No.220 at "Silver Oak Bungalows - Phase II", situated at Sy.No.291, Block No.2, Cherlapally Village, Ghatkesar Mandal, R.R.District, land area 256 Sq.yds., 1740 Sq.fts. built up area:

NORTH : Plot No.219;
 EAST : Plot No.211;
 WEST : 40" Wide Road;
 SOUTH : South Compound Wall.

READY BY: *[Signature]*

COMPARED BY:

CERTIFIED TRUE PHOTO COPY

M. d. h. 12/8
II ADDL.JUNIOR CIVIL JUDGE
R.R.DIST AT L.B.NAGAR

Note: The parties should apply as soon as possible for return of all exhibits which they may wish to be preserved after the record will be liable to be destroyed after three years from the date of decree or order.

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R.R. DISTRICT AT L.B.NAGAR**

Present: **Smt.V.Madhavi Latha,**
II Addl. Junior Civil Judge,
R.R. District, L.B.Nagar

Monday, the 3rd day of August, 2015

Original Suit No. 70 of 2015

Between:

1) Silver Oak Bungalows Owners Association
rep. by its President Sri Rtd.Cpt.K.S.N.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,
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2) M/s.Mehta and Modi Homes Rep by
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S/o.Sri Sathish Modi, aged 44 years.
R/o.5-4-187/3&4, 2nd floor, "Soham Mansion",
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... Plaintiffs

And

1) Aduri Sharath Chandra S/o.Aduri Prakash Reddy,
2) Smt.Aduri Sunalatha 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, R.R.District.

... Defendants

This suit is coming before me on 30.07.2015 for final hearing in the presence of Sri.C.Bala Gopal, learned counsel for the Plaintiff and of defendants 1 to 3 having remained exparte and upon hearing the counsel for plaintiff, perusal of the material on record and the matter having stood over for consideration till this day, this court delivered the following:

: J U D G M E N T :

This is a suit for mandatory injunction to direct the defendant to remove the iron ladder and to restore the lawn in the front portion of the suit schedule property.



18/8/15

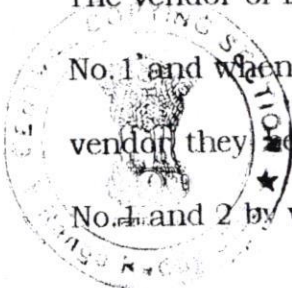
2) The case of the plaintiff is that the plaintiff No.2 is the builder and developer and it has developed one such project under the name and style of "Silver Oak", Bungalows, Phase-II, situated at Survey No.291, Cherlapalli, Hyderabad. That the vendor of the defendants 1 and 2 namely Sri.Mohammed Riyaz Mohiuddin had approached plaintiff No.2 and after due negotiations purchased Bungalow No.220 at "Silver Oak Bungalows-Phase-II" under a registered sale deed dt.09.02.2011 vide doc.No.1012/2011. At the time of execution of the above mentioned sale deed, an agreement of construction was also entered into between the vendor of the defendants 1 and 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, colour scheme, compound wall, landscaping, trees etc for which the buyer shall not raise any obstructions/objections.*

CLAUSE 15 : *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.*

The bye-laws of the association is also based on the above mentioned clause. Subsequently, said Mohammed Riyaz Mohiuddin sold the bungalow to the defendants 1 and 2 under a registered sale deed.

The vendor of Defendant No.1 and 2 had become the member of plaintiff No.1 and when the defendant No.1 and 2 purchased the same from their vendor they became the members of the plaintiff No.1. The defendant No.1 and 2 by virtue of being the members of the plaintiff No.1 are bound



by the bye-laws of plaintiff No.1, which clearly spells out that the owner of a bungalow cannot make any structural alteration and change the elevation. This is clearly mentioned in Clause No.26 (ii), (6). The defendants 1 and 2 are well aware of this clause. The defendants had blatantly violated the said clause by putting up an iron ladder in the front elevation of the bungalow and also removed the lawn by putting up cement flooring, which drastically changed the elevation of the bungalow by violating the bye-laws of the association. A notice was sent to defendant Nos.1 and 2 through their counsel to both the addresses mentioned in the cause title. The defendant Nos.1 and 2 refused to receive the notice and only defendant No.3 had received the same and he has not issued reply and on the other hand threatened the office bearers of plaintiff No.1 with dire consequences for interfering in his illegal activities. Hence, having no other option plaintiffs filed the present suit.

3) Despite service of summons, defendants did not chose to make their appearance. Hence they were set exparte.

4) The legal officer of plaintiff No.2 is examined as PW1 and got marked C.C. of Sale Deed, dt.09.02.2011 as Ex.P1, C.C. of Sale Deed, dt.19.03.2015 as Ex.P2, office copy of legal notice dt.24.12.2014 as Ex.P3, returned postal covers (5 Nos.) as Ex.P4, Postal acknowledgments as Ex.P5, C.C. of certificate of registration, dt.04.02.2014 as Ex.P6, C.C. of bye-laws as Ex.P7 and Authorization letter as Ex.P8.

5) The plaintiff who is examined as PW1 reiterated their case. It is the plaintiffs that the vendor of defendants 1 and 2 Sri Mohiuddin Riyaz Mohiuddin has approached plaintiff No.2 and after due negotiations purchased bungalow No.220 at Silver Oak Bungalows-Phase



M. R. Reddy

II situated in survey No.291, Block No.2, Cherlapally Village under regd. sale deed dt.9-2-2001 doc.No.1012/2011 and at the time of execution of the said sale deed, an agreement of construction was also entered into between the vendor of the defendants 1 and 2 and the plaintiff No.2. In the said agreement of construction, it is mentioned the terms regarding the maintenance of elevation. According to PW1, the clauses 14 and 17 of the said agreement shows that the buyer shall not be allowed to alter any portion of the bungalow that may change its external appearance without due authorisation from the builder and all the bungalows in the project of silver oak bungalows shall have a similar elevation, colour scheme, compound wall, landscaping, trees etc., for which the buyer shall not raise any objections and the buyer shall not make any additions or alterations in the bungalow without written permission of the builder. It is also the case of the plaintiff when the defendants 1 and 2 purchased the bungalow from their vendor, they became members of plaintiff No.1 and being the members, they are bound by the byelaws of plaintiff No.1, but the defendants has blatantly violated the said clause by putting up an iron ladder in front of elevation of bungalow and also removed the lawn by putting up cement flooring, which drastically changed the elevation of the bungalow. The bye-laws relied on by the plaintiffs at clause No.26 (ii), (6) is very clear that the owner shall not fix grills in balconies or common areas and make any changes to the bungalow that may in any way effect its overall elevation, look, colour, landscaping, gates etc., and change the external colour or appearance of the building.

Ex.A3 legal notice issued by the plaintiffs to the defendants calling upon them for removal of iron ladder and for restoration of the lawn, coupled with Exs.A4 returned postal covers and Ex.A5 postal



acknowledgments shows that the defendants, having received the said legal notice, neither replied for the same, not complied the same by removing the iron ladder or by restoring the lawn. From the unchallenged evidence of PW1 and also the documents referred to above, this court is satisfied that the defendants have violated the terms of the bye-laws. Therefore, the plaintiffs are entitled for direction to the defendants for removal of iron ladder put up in the front portion of the suit schedule property and for restoration of the lawn, by way of mandatory injunction.

6) In the result, the suit is decreed with costs granting mandatory injunction, directing the defendants to remove the iron ladder put up in the front portion of the suit schedule property and also to restore lawn in the front portion of the suit property.

Typed to my dictation, corrected and pronounced by me in the open court on this the 3rd day of August, 2015

Hy. dlm 6/15 3/8/15
II ADDL. JUNIOR CIVIL JUDGE
L.B.NAGAR, R.R.DISTRICT

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

For Plaintiffs:

PW1 - L.Ramacharyulu

For Defendants:

- None -

EXHIBITS MARKED

For Plaintiffs:

Ex.A1 : Certified copy of Sale Deed bearing doc.No.1012/2011, dt.09.02.2011

Ex.A2 : Certified copy of Sale Deed bearing doc.No.2819/2012, dt.19.03.2012

Ex.A3 : Office copy of legal notice, dt.24.2.2014

Ex.A4 : Returned postal covers (5 Nos.)

Ex.A5 : Postal acknowledgments



- Ex.A6 : Certified copy of certificate of registration, dt.04.02.2014
Ex.A7 : Certified copy of Bye-laws
Ex.A8 : Authorization letter

For Defendants: -NIL-

M. Adhikari 4/18/15
**II ADDL. JUNIOR CIVIL JUDGE
L.B.NAGAR, R.R.DISTRICT**

**COURT OF THE DISTRICT &
SESSIONS JUDGE**
RANGA REDDY DISTRICT
C.A. No. 19286 of 2015
Application Filed on: 4/18/15
Charges Called on: 3/18/15
Charges Deposited on: 1/1/15
Receipt No: 9741 Rs: 16/-
Copy made ready on: 4/18/15
Copy delivered on: 2/19/15
Devi 4/18/15
Superintendent
Central Copying Section
Ranga Reddy District.

READY BY: *Pg*
COMPARED BY:
CERTIFIED TRUE PHOTO COPY

Beg
Copying Superintendent

