

RPAD/ACK-DUE

Date:06-07-2018

To
Mr.Allen Emmanuel Albert
Flat No.101, 2nd Floor, Mahi Om Complex,
Sridevi Kalyan Estates, Yarpal, Secunderabad,-87

Under the instructions from our client Villa Orchids LLP Rep by its authorized signatory
Sri.Anand S Mehta, we have to address you as follows.

1. Our client states that who is the business of developing flats,villas, Bungalows, in an around the twin cities of Hyderabad and Secunderabad. Our client has developed one such project in the name and style of Villa Orchids for construction of independent villas at Mahadevpur Village and Kowkoo Village, at Malkajgiri Mandal, R.R.Dist:
2. Our client states that you had approached our client to purchase a villa in the above said project. After you booked villa in the above mentioned project and paid the booking amount of Rs.25,000/- on 28-02-2018. When our client asked you to complete the other formalities like processing of your housing loan and to execute the agreement of sale. At this stage you were dithering to take the decision as to whether you want to go ahead with the purchase of the villa.
3. Our client states that after lot of delay you had visited our client's office and agreed to go ahead with the purchase of the villa. Accordingly an agreement of sale was executed between our client and yourself. As per the agreement you had paid only the first instalment amount of Rs.2,00,000/- which ought to be paid within 15 days of the date of booking. When your 2nd Instalment of Rs.8,80,000/- was to be paid and our client through its executives had reminded you regarding the same, you had not taken any steps to pay the amount. Infact you had sent an Email on 29-06-2018 stating that you are unable to arrange the amount alleging that the information regarding the instalments was misleading. It is pertinent to mention here right at the time of booking our client has clearly mentioned in the booking form regarding the total sale consideration and the instalments to be paid by you on various dates. Our client has clearly explained you all this facts at the time of booking and there was no misguidance by our client.
4. Our client states that you have now demanded for refund of Rs.2,25,000/- paid by you till date by cancellation of the agreement of sale. The clause no.6 of the terms and conditions which is given on the booking form clearly states that if the cancellation is beyond 60 days from the date of booking the cancellation charges would be 15% of the

ACKNOWLEDGEMENT

No

Received a ☐ Registered Letter/Postcard Packet/Parcel
☐ Insured

Address to (Name) Allen Emmanuel Abb
101 2nd Floor Mahi Om Complex
Yapral Sri-Bad-87

Date of Delivery 201

2008
Signature of Addressee

No.	Dated <u>28</u>	of
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Sender's address

C.V. Chandramoni - Advocate
103 Suresh Hayvillu
Rd no: 11 West Mandapally
500-026

T.SHIVA PRASAD,
M. RAJU YADAV,
T.USHA RANI,
ADVOCATES.

L.I.G. 'B' 178,
Dr.A.S.Rao Nagar,
E.C.I.L. Post,
Hyderabad-500 062.
Cell: 9948437878.

BY RPAD

REPLY NOTICE

DATE: 08-08-2018.

To,
Sri. C.Balagopal,
Sri. C.V.Chandramouli, Advocates,
Flat 103, Suresh Harivillu Apts,
Road No.11, West Marredpally,
Secunderabad-500026

Sir,

Having received your legal notice dated 06-07-2018 issued on behalf of your client M/S. Villa Orchids LLP Rep by it's authorized signatory Sri. Anand S Mehta, my client Mr. Allen Emmanuel Albert placed it in my hands with instructions to reply as under.

1. It is represented by my client that your client has got issued the said legal notice under reply, to my client on false and fictitious grounds. At the outset my client denies all the allegations made in your legal notice, except which are specifically admitted herein.
2. In reply to Para no.1 of the notice under reply, it is true that your client is in the business of developing flats/villas, Bungalows and has developed Villa Orchids for construction of independent villas at Mahadevpur village and Kowkoo village, R.R.Dist.
3. In reply to Para no.2 of the legal notice under reply, the allegations my client had approached your client to purchase a villa in the above said project and that your client asked my client to complete the formalities like processing of housing loan, are all utter false and are denied by my client. Your client is put to strict proof of the said allegations. It is represented by my client that

T. Shiva Prasad

my client need not worry at all about the dates of the installments as they are only formal and mentioning the dates of installments is their company's policy and that my client need not pay the installments on the said dates only and they shall get the installment amounts from the said Bank and the said Bank will sanction the loan as soon as possible and that they only will get the housing loan sanctioned from their business tie-up bank .i.e. IDBI Bank. Upon their false and misleading assurances, my client was misled and got induced by your client's executives and they made my client to sign the Agreement of Sale by hushing up the process and not allowing my client to go through the entire terms and conditions of the said Agreement of Sale, saying that he need not worry about the terms and conditions mentioned in the said Agreement of Sale and the said conditions are only a formality and company's policy and moreover they assured that my client can cancel the said Agreement of Sale any time if he does not wish to continue the deal and that the advance amount whatever paid till that date shall be returned by the company as they are having many customers to buy the said Villa for more sale consideration and my client was made to believe all the false assurances of your client's executives. My client was continuously requesting your client's executives to get the housing loan sanctioned by the said Bank, but they postponed the matter on one pretext or the other and on the other hand pressurized my client to pay the first installment of Rs. 2,00,000/- stating that if my client pay the said amount, then only the housing loan will be processed fast and get sanctioned by the Bank, upon which my client agreed to pay an amount of Rs. 2,00,000/- as requested by your client and requested them to grant atleast 8 months time for the next installment amount and your client's executives orally agreed for the same and accordingly my client paid an amount of Rs. 2,00,000/- to your client, but in spite of the said payment, your client did not get the housing loan sanctioned and the time passed on and your client again started pressurizing my client to pay the next installment of Rs. 8,80,000/-. My client and his mother requested your client's executives to get the housing loan sanctioned, but they postponed the matter on one pretext or the other and when my client and his mother tried to contact your client's executives they

[Handwritten signature]

client's e-mail, but your client stating that as per clause 6 of the terms and conditions my client is not eligible to get back any refund, is illegal and not tenable under law or facts of the case, as your client induced my client to enter into the agreement of sale with your client on false promises and misrepresentations of providing house loan of Rs. 55 Lakhs from IDBI Bank and compelled him to pay Rs. 2,25,000/- and later your client did not fulfill the said promises & assurances, as stated supra.

6. In reply to Para no. 5 of the legal notice under reply, the allegations that inspite of the clear communication, my client have not bothered to approach your client office and sort out the issues and that on the other hand my client had called up your client on phone and threatening with dire consequences and also using un-parliamentary language, instead of trying to understand the explanations being given by your client's representatives and that they received a call from mobile number 9346342243 claiming himself to be one Peter who is my client's father and threatened the representatives of your client with dire consequences and used abusive language and that he further claimed that he is having political background and threatened that unless the amount paid by my client is refunded, your client would face dire consequences, are all utter false and are denied by my client. Your client is put to strict proof of the said allegations. These allegations are made by your client only to cover up their misdeeds with my client and to cheat my client by forfeiting the amount of Rs. 2,25,000/- paid by my client.
7. My client states that your client have indulged in unfair trade practices by inducing my client to enter into the agreement of sale with your client on their false promises and misrepresentation of providing/arranging the house loan of Rs. 55 Lakhs from IDBI Bank for the purchase of the villa in your client project and compelled him to pay Rs. 2,25,000/- and later not your client did not fulfill the said promises & assurances, therefore your client is not entitled to forfeit my client's amount of Rs. 2,25,000/-, which is his hard earned money.

T. Shiva Prasad

VILLA ORCHIDS

Site Office : Sy. No. 1 to 7, Kowkur,
Bollarum, Hyderabad- 500 010, ☎ : +91- 406552 2334
✉ : voc@modiproperties.com
Developed by : Greenwood Lakeside Hyderabad LLP.



MODI PROPERTIES

Head Office: 5-4-187/3&4, II Floor, M. G. Road,
Secunderabad - 500 003. ☎ +91 40 66335551,
✉ info@modiproperties.com www.modiproperties.com

Date: 04.07.2018

To,
Mr. Allen Emmanuel Albert
Flat no. 101, 2nd floor,
Mahi om complex,
sridevi kalyan estate,
yapral - 500087

CANCELLATION NOTICE

Dear Sir,

You have entered into a Sale Agreement dated 16.5.2018 for the purchase of villa no. 102 in our project known as 'Villa Orchids' situated at Sy. Nos. 1 to 7, Kowkur, Bollarum, Secunderabad- 500 010.

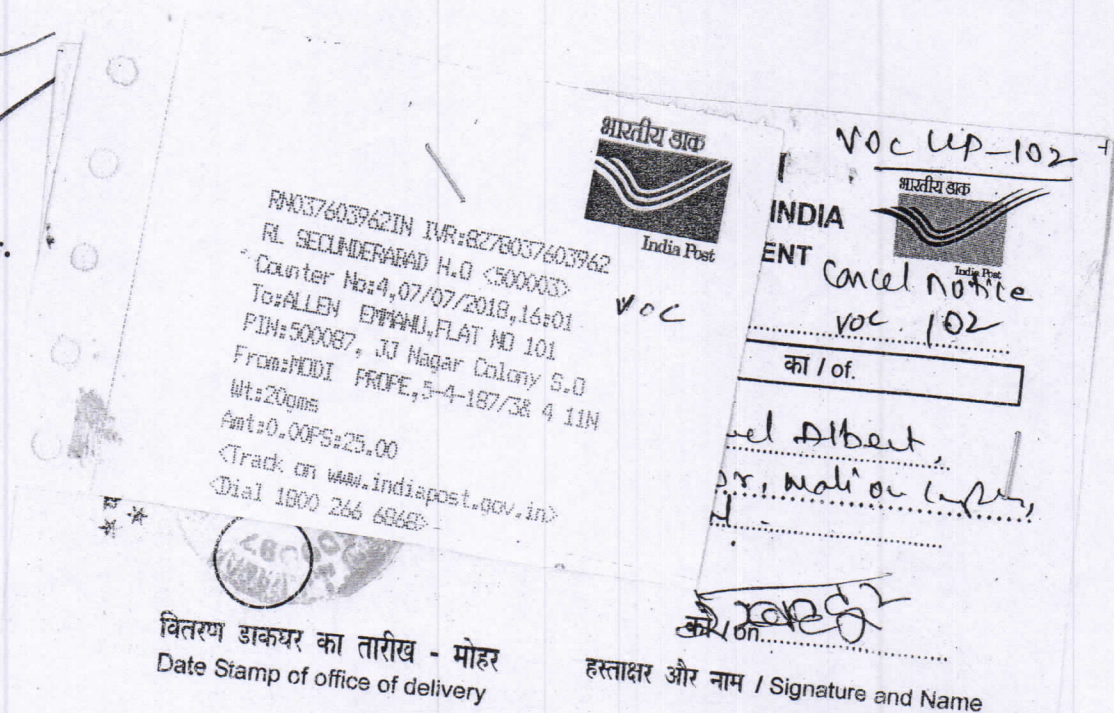
As per the terms of the Sale Agreement the 2nd Installment of Rs. 8,80,000/- was due on 28.03.2018.

Despite repeated reminders you have not come forward to make further payments as stated in the Sale Agreement. In view of the above, please note that your sale agreement stands cancelled and the payments made by you are hereby forfeited. Hereafter we will be at liberty to allot the said villa to any intending purchaser

Thank You.

Yours sincerely,

Soham Modi
Managing Director.



FORM NO.2 SUMMONS FOR SETTLEMENT OF ISSUES
(Order V Rules 1 & 5)
IN THE COURT OF THE HON'BLE JUNIOR CIVIL JUDGE: CITY CIVIL COURTS.
AT: SECUNDERABAD.

4105/19

O.S. NO. 456 OF 2019

BETWEEN:

Allen Emmanuel

....Plaintiff

AND

M/S. Villa Orchids LLP & others

....Defendants

To,

D-2) Mr. Modi, S/O. Not known to the Plaintiff,
Aged: Major, Occ: Business (Managing Director),
O/O. at 5-4-187/3 & 4, 2nd Floor,
Soham Mansion, M.G.Road, Secunderabad-500003.

Whereas the plaintiff has instituted a suit against you for Recovery of Rs. 2,74,500/-

You are hereby summoned to appear in this Court in person, or by a pleader duly instructed, and able to answer all material questions relating to the suit, or who shall be accompanied by some person able to answer all such questions, on the 27 day of 8 2019 at 10-30 O' Clock in the forenoon, to answer the claim and further you are hereby directed to file within 30 days of service of this Summon a written statement of your defence and to produce on the said day all documents in your possession or power upon which you base your defence or claim for set-off or counter-claim, you shall enter such documents in a list to be annexed to the written statement.

Take notice that, in default of your appearance and to file your written statement within 30 days, the suit will be heard and determined in your absence.

GIVEN under my hand and the seal of the Court this 11 day of July 2019

SUPERINTENDENT
DEPUTY NAZIR,
JUDGE
CIVIL COURT,
SECUNDERABAD

NOTICE: 1. Should you apprehend your witnesses will not attend on their own accord, you can have summons from this Court to compel the attendance of any witness, and the production of any document that you have a right to call upon the witness to produce, on applying to the Court and on depositing the necessary expenses.
2. If you admit the claim, you should pay the money into Court together with costs of the suit, to avoid execution of the decree, which may be against your person or property, or both.

IN THE COURT OF THE HON'BLE JUNIOR CIVIL JUDGE:
CITY CIVIL COURT.

AT: SECUNDERABAD.

O.S. NO.

OF 2019

BETWEEN:

Allen Emmanuel,
S/O. Albert Peter,
Aged about: 30 Years, Occ: Pvt Service,
R/O. Flat No. 101, 2nd Floor, Mahi Om Complex,
Sri Devi Kalyan Estate, Yapral,
Medchal District.

...Plaintiff

AND

1. M/S. Villa Orchids LLP, Rep by it's Managing Director,
Mr. Modi, having it's office at 5-4-187/3 & 4, 2nd Floor,
Soham Mansion, M.G.Road, Secunderabad-50003.
2. Mr. Modi, S/O. Not known to the Plaitniff,
Aged: Major, Occ: Business (Managing Director),
O/O. at 5-4-187/3 & 4, 2nd Floor,
Soham Mansion, M.G.Road, Secunderabad-50003.
3. Anand S.Mehta, S/O. Suresh Mehta,
Aged about: 39, Occ: Business (Authorized Signatory),
R/O. Flat No. 701, Welkin Apartments, Lane Beside FAB
India, Begumpet, Hyderabad-500016.

....Defendants.

SUIT FOR RECOVEY OF Rs. 2,74,500/-

PLAINT FILED UNDER ORDER VII RULE 1 & 2 R/W SECTION

26 OF C.P.C.

DESCRIPTION OF THE PLAINTIFF:

The Description of the Plaintiff is the same as mentioned in the above cause title. The address for the purpose of service of summons, notices, processes etc. on the above named Plaintiff is that of his counsels T.Shiva Prasad, M.Raju Yadav, T.Usha

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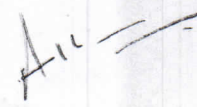
Rani, Mrs. Sabita, Advocates, Plot No. L.I.G. 'B' 178,
Dr.A.S.Rao Nagar, E.C.I.L, Post, Hyderabad-500062.

DESCRIPTION OF THE DEFENDANTS:

The Description of the Defendants is the same as mentioned in the above cause title. The address for purpose of service of summons, processes and notices on the Defendants is the same as mentioned in the above cause title.

PLAINTIFF HUMBLY SUBMITS AS UNDER:-

1. It submitted by the Plaintiff that when he was contemplating to purchase a house in and around Kowkooor, the marketing executives of the Defendant No.1 company represented by it's Managing Director, the Defendant No.2 herein and it's Authorized Signatory, the Defendant No.3 herein, approached the Plaintiff and offered to sell a Villa in their project for about 60 Lakhs by assuring that they shall also process the house loan with banks. When the Plaintiff did not show interest in the project as he was looking for a much cheaper house and informed them that he is not interested in the project and moreover he has a doubt about his eligibility for housing loan as already he availed other loans to a tune of Rs. 10 Lakhs, the Defendants' executives induced the Plaintiff to purchase the said villa, on all false promises and misleading assurances stating that they shall only get arranged/sanctioned the housing loan to the Plaintiff to a tune of 55 Lakhs from IDBI Bank who is having business tie-ups with their organization and they have already processed many housing loans for their customers in many projects of the Defendants and that they shall only

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do all the documentation for the said housing loan and saying so they convinced the Plaintiff to agree to purchase the said villa in Defendants' project and the Plaintiff paid an amount of Rs. 25,000/- through Cheque, as booking amount for villa no. 102 on 27-2-2018 and also furnished all the documents asked by Defendants' executives for the purpose of the housing loan and on receiving the same they issued a Receipt dated 27-2-18 infavor of the Plaintiff and also they issued Booking Form dated 28-2-18 and Letter of Confirmation dated 28-2-18 in favor of the Plaintiff and they assured that the Plaintiff's housing loan of Rs. 55 Lakhs shall be processed and sanctioned as soon as possible. The copies of Receipt dated 27-2-2018, Booking Form dated 28-2-18 and Letter of Confirmation dated 28-2-18, are filed herewith as Documents No. 1, 2 and 3, respectively.

2. It is submitted that though the Defendants have mentioned in the booking form dated 28-2-18 that the installments to be paid by the Plaintiff on various dates, the Defendants' executives orally assured that they shall see that the Plaintiff's housing loan is processed as soon as possible and assured the Plaintiff need not worry at all about the dates of the installments as they are only formal and mentioning the dates of installments is their company's policy and that the Plaintiff need not pay the installments on the said dates only and they shall get the installment amounts from the said Bank and the said Bank will sanction the loan as soon as possible and that they only will get the housing loan sanctioned from their business tie-up bank .i.e. IDBI Bank. Upon the false and misleading assurances of the Defendants, the Plaintiff was misled and got induced by Defendants' executives and they made the Plaintiff to sign the Agreement of Sale dated

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16-05-2018 and Supplementary Agreement dated 17-5-18, by hushing up the process and not allowing the Plaintiff to go through the entire terms and conditions of the said Agreement of Sale dated 16-5-2018 and the Supplementary Agreement dated 17-5-18, saying that he need not worry about the terms and conditions mentioned in the said Agreement of Sale dated 16-5-18 and the Supplementary Agreement dated 17-5-18 and the said conditions are only a formality and company's policy and moreover they assured that the Plaintiff can cancel the said Agreement of Sale dated 16-5-18 and the Supplementary Agreement dated 17-5-18, any time if he does not wish to continue the deal and that the advance amount whatever paid till that date shall be returned by the company as they are having many customers to buy the said Villa for more sale consideration and the Plaintiff was made to believe all the false assurances of Defendants' executives. The copies of the Agreement of Sale dated 16-5-18 and the Supplementary Agreement dated 17-5-18 are filed herewith as Documents No. 4 & 5, respectively.

3. It is submitted that the Plaintiff was continuously requesting the Defendants' executives to get the housing loan sanctioned by the said Bank, but they postponed the matter on one pretext or the other and on the other hand pressurized the Plaintiff to pay the first installment of Rs. 2,00,000/- stating that if the Plaintiff pay the said amount, then only the housing loan will be processed fast and get sanctioned by the Bank, upon which the Plaintiff agreed to pay an amount of Rs. 2,00,000/- as requested by the Defendants and the Plaintiff requested them to grant atleast 8 months time for the next installment amount and the Defendants' executives orally agreed for

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the same and accordingly the Plaintiff paid an amount of Rs. 2,00,000/- to the Defendants on 18.03.2018, but in spite of the said payment, the Defendants did not get the housing loan sanctioned and the time passed on and the Defendants again started pressurizing the Plaintiff to pay the next installment of Rs. 8,80,000/-. The Plaintiff and his mother Mrs. Helena Albert Peter requested the Defendants' executives to get the housing loan sanctioned, but they postponed the matter on one pretext or the other and when the Plaintiff and his mother tried to contact the Defendants' executives, they avoided their phone calls and when the Plaintiff and his mother went to the office and requested the Defendants' executives to give at least 6 months time to pay the next installments as the housing loan was not yet sanctioned, the Defendants' executive Mr. Nagireddy said "Madam, not to worry I will speak to the M.D. (Defendant No.2 herein) personally and request for 6 months time since as you are a special customer, 100% your case will be looked into". Basing upon the said assurance the Plaintiff still with a hope that the Defendants shall get the housing loan sanctioned by the IDBI Bank, was waiting for the information from the said bank, but in vain. As such the Plaintiff directly contacted the IDBI Bank executives and enquired about the status of his housing loan and the bank has informed the Plaintiff that there is a delay from the Defendants' end. Vexed with the Defendants' false assurances and pressures to pay the next installment of Rs. 8,80,000/- without getting the housing loan sanctioned by the Bank as promised by them earlier, the Plaintiff then realized that he was induced to enter into the Agreement of Sale dated 16-5-18 and Supplementary Agreement dated 17-5-18, with the Defendants upon fraud and misrepresentation by the Defendants through their

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executives though they very well know that the Plaintiff is not eligible to get housing loan to a tune of Rs. 55 Lakhs for the purchase of the said villa. The Plaintiff had decided to cancel the said Agreement of Sale dated 16-5-18 with the Defendants as he was induced to enter into the Agreement of Sale with the Defendants on their false promises and misrepresentation and compelled him to pay total amount of Rs. 2,25,000/- and later not fulfilling the said promises & assurances, and accordingly the Plaintiff sent a e-mail to Defendants on 29-06-2018 to stating that he was unable to make the payment of Rs. 8,80,000/- within a week and other amount of Rs. 7,45,000/- within 2 months without getting the house loan sanctioned by the IDBI Bank and informed the Defendants that information and assurances given by them were misleading and that the bank has not given any approval letter for the house loan for which he submitted all the documents and that the banker has kept him waiting stating there is delay from Defendants' end and also requested the Defendants to return the amount paid by the Plaintiff. The e-mail communications made by the Plaintiff to the Defendants and the Bank officials are filed herewith as Document No. 6.

4. It is submitted that Defendants have sent a Cancellation Notice dated 04-07-2018 to the Plaintiff, unilaterally cancelling the Agreement of Sale dated 16-5-2018 on false and baseless allegations against the Plaintiff and further forfeited the amount of Rs. 2,25,000/- paid by the Plaintiff, by citing the Clause No.6 of the Agreement of Sale dated 16-05-2018, illegally and arbitrarily. The Defendants have also got issued a Legal Notice dated 6-7-2018 to the Plaintiff, on false and baseless allegations stating that the Plaintiff's father Mr. Peter threatened the

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representatives of the Defendants over phone and they demanded the Plaintiff to apologise to the Defendants, failing which they would take legal action against the Plaintiff. The Defendants made those false allegations only to evade the return of advance sale consideration of Rs. 2,25,0000/- to the Plaintiff. On receiving the said Legal Notice dated 6-7-18, the Plaintiff got issued a suitable Reply Notice dated 8-8-18 to the Defendants' counsel and also to the Defendants through Registered Post, denying the false allegations made by the Defendants and also the Plaintiff also mentioned the true facts how the Defendants indulged in unfair trade practices by inducing the Plaintiff to enter into the Agreement of sale dated 16-5-18 with the Defendants on their false promises and misrepresentation of providing/arranging the house loan of Rs. 55 Lakhs from IDBI Bank for the purchase of the villa in Defendants project and compelled him to pay Rs. 2,25,000/- and later the Defendants not fulfilling the said promises & assurances and therefore the Defendants are not entitled to forfeit the Plaintiff's amount of Rs. 2,25,000/-, which is his hard earned money and the Plaintiff demanded to return the total amount of Rs. 2,25,000/- to the Plaintiff within 7 days from the date of receipt of the Reply Notice and the same has been received by them, but the Defendants failed to return the amount of Rs. 2,25,000/- to the Plaintiff, till date.

5. It is submitted that the Defendants have indulged in unfair trade practices by inducing the Plaintiff to enter into the Agreement of Sale dated 16-5-2018, with the Defendants, for purchase of a Villa, on their false promises and misrepresentation of providing/arranging the house loan of Rs. 55 Lakhs from IDBI Bank for the purchase of the villa in the Defendants project and

compelled the Plaintiff to pay Rs. 2,25,000/- by playing fraud on the Plaintiff and later the Defendants not fulfilling the said promises & assurances, and further forfeiting the amount of Rs. 2,25,000/- paid by the Plaintiff as advance sale consideration, which is illegal and arbitrary, therefore the Defendants are liable to return the amount of Rs. 2,25,000/- received by them as advance sale consideration, along with interest to the Plaintiff. The details of amount claimed by the plaintiff are as below:-

Advance Sale Consideration : Rs. 2,25,000/-

Interest @ 24 % per annum on

Rs. 2,25,000/- From 29-6-2018 to

29-05-2019

: Rs. 49,500

Total :

Rs. 2,74,500/-

Cause of action: The cause of action arose for the suit initially on 27-2-2018, the day on which the plaintiff paid an amount of Rs 25,000/- (Rupees Twenty Five Thousands Only) to the Defendants as advance sale consideration for purchase of villa on false promises of the Defendants , on 18-03-2018 the date on which the plaintiff further paid an amount of Rs 2,00,000/- (Rupees Two Lakhs Only) to the Defendants as advance sale consideration for purchase of said villa, on 16-5-18 the date on which the Plaintiff and the Defendants entered into a Agreement of Sale, on 04-07-2018 the date on which the Defendants have sent a Cancellation Notice to the Plaintiff, unilaterally cancelling the

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Agreement of Sale dated 16-5-2018 on false and baseless allegations against the Plaintiff and further forfeited the amount of Rs. 2,25,000/- paid by the Plaintiff, on 18-08-2018 the Plaintiff got issued the Reply Notice dated 08-08-2018 to the Defendants demanding them to return the advance amount of Rs. 2,25,000/-, and on all subsequent dates, the cause of action arises.

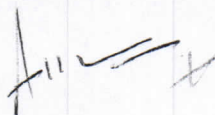
Limitation:- The suit is for recovery of the advance amount paid by the plaintiff and the suit is filed within three years from the cancellation of the Agreement of Sale dated 16-5-2018 by the defendants through their Legal Notice dated 4-7-18, hence the suit is filed within the period of limitation.

Jurisdiction:- The suit claim is Rs 2,74,500/- which is within the pecuniary jurisdiction of this Hon'ble Court and the defendants' place of business and their office is located at M.G.Road, Secunderabad, which is within the territorial limits of this Hon'ble Court, hence this court has got both pecuniary and territorial jurisdiction to try over this case.

Court Fee:- The plaintiff values the suit for Rs. 2,74,500/- and court fee of Rs _____/- is paid herewith u/s 20 of APCF and SV Act and the same is sufficient.

There is no suit pending between the plaintiff and the defendants in respect of the same subject matter in any courts of law including Hon'ble High Court at Hyderabad.

Prayer:- It is prayed that this Hon'ble Court may be pleased to pass a judgment and decree infavour of the plaintiff and against the defendant



- a) to direct the defendants to jointly and severally pay an amount of Rs 2,74,500/- (Rupees Two Lakhs ^{Five Hundred} ~~Four~~ Thousands Only) to the plaintiff, together with interest.
- b) To award future interest @ 24 % per annum till the date of realisation
- c) To award cost of the suit.
- d) To award any other relief or reliefs that are deemed fit and proper in the said circumstances of the case, in the interest of justice.

Date: 23-06-2019.

Place: Secunderabad.

Plaintiff

[Signature]
Counsel for plaintiff.

VERIFICATION.

I, Allen Emmanuel, S/O. Albert Peter, Aged about: 30 Years, Occ: Pvt Service, R/O. Flat No. 101, 2nd Floor, Mahi Om Complex, Sri Devi Kalyan Estate, Yapral, Medchal District., do hereby declare that the facts mentioned above from para 1 to all are true and correct to the best of my knowledge and belief, hence verified on this the 23rd day of June r 2019, at Secunderabad.

Plaintiff.

LIST OF DOCUMENTS.

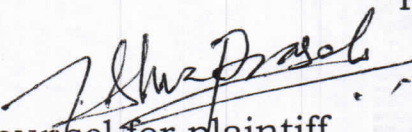
1. Original Receipt issued by Defendants dated 27-2-2018.
2. Original Booking Form dated 28-2-2018.
3. Original Letter of Confirmation dated 28-2-2018

4. Original Agreement of Sale dated 16-5-2018.
5. Copy of Legal Notice dated 6-7-2018
6. Office copy of Reply Notice dated 8-8-2018
7. Original Postal receipts dated 18-8-2018.
8. Original postal tracking report.
9. Copies of E-mail communication.

Date: 23-06-2019.

Place: Secunderabad

Plaintiff.


Counsel for plaintiff.

IN THE COURT OF THE HON'BLE
JUNIOR CIVIL JUDGE: CITY CIVIL
COURTS COMPLEX.
AT: SECUNDERABAD.

O.S. NO. OF 2019

BETWEEN:

ALLEN EMMANUEL ALBERT

..PLAINTIFF

AND

M/S VILLA ORCHIDS LLP &
2 OTHERS

...DEFENDANT

CLAIM: RECOVERY OF RS. 2,74,500/-
PLAINT FILED UNDER ORDER VII RUI
1 & 2 R/W SEC 26 OF C.P.C.

FILED ON: -06-2019

FILED BY: COUNSEL FOR PLAINTIFF

© 9948437878

T.SHIVA PRASAD,
(AP/1130/2002)
M.RAJU YADAV
J.MANISH RAO,
T.USHA RANI,
(AP/2560/2010)
SABITHA
ADVOCATES
L.I.G-B-178,
Dr.A.S.RAO NAGAR,
E.C.I.L. POST,
HYDERABAD.