



Registered Post Acknowledgement due

Date : 05-03-2018

To

1. The Relationship Manager
Religare Finvest Ltd.
Flat No. 401, IIInd Floor, G.S.Chambers,
Nagarjuna Circle, Punjagutta,
Hyderabad-34.
2. The Manager
Religare Finvest Ltd.
A-3/4/5, Tower A, 5th floor,
Noida U.P.-201301.

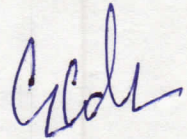
Under the instructions of our client M/S Modi Properties Pvt Ltd represented by its Managing Director Mr.Soham Modi having its office at 5-4-187/3 & 4 IIInd Floor, Soham Mansion, M.G.Road, Secunderabad, we would like to address you as follows.

1. Our client has approached you for a sanction of a loan of Rs.1,10,00000/- (one crore and ten lakh Rupees Only) which was repayable in monthly EMI. You have sanctioned the loan after due processing a loan account bearing number XMORPAN00030058 was allotted to our client. The monthly EMI of Rs.3,23,125/-was payable every month for a period of 48 months.
2. Our client states that the said loan was sanctioned and our client was regular in the payment of EMI every month. The EMI also attracted deduction of TDS. Our client paid the entire EMI regularly and also paid the TDS on your behalf to the Income tax authority. Our client furnished you the relevant TDS certificate to show that the payment of TDS paid by our client on your behalf.

3. Our client paid all the EMIs every month without deducting the TDS. Thus our client has paid the TDS on your behalf which is payable by you. The total amount of TDS in respect of the said transaction is Rs.3,76,434/- out of which Rs. 2,86,256/- has been reimbursed by you and the balance of Rs.90,178/- is payable by you to my client and this is for the period 2011-2012, 2012-2013, 2013-2014. Our client has been repeatedly requesting you through letters on various dates for the repayment of TDS amount paid on your behalf by our client, but you have failed to refund the amount nor replied to the various letters that our client had addressed you in this regard.

4. We hereby call upon you to pay an amount of Rs.90,178 /- being the TDS amount paid by our client on your behalf, within seven days from the date of the receipt of this notice. If you fail to do so our client will take all steps open to it under law both civil and criminal holding you responsible for all the cost and consequences.

You are further directed to pay an amount of Rs. 5000/- towards the cost of this notice.



C.Balagopal
Advocate

IN THE COURT OF THE

JUNIOR CIVIL JUDGE:

CITY CIVIL COURT: AT SECUNDERABAD

O.S. No.

OF 2018

Between:

M/s. Modi Properties Pvt Ltd,
Represented by its Managing Director,
Sri Soham Modi, having its office at 5-4-187/3 & 4,
II Floor, Soham Mansion,
M.G.Road, Secunderabad

...Plaintiff

AND

The Relationship Manager
Religare Finvest Ltd. Flat No.401,
2nd Floor, G.S.Chambers, Nagarjuna Circle,
Punjagutta, Hyderabad-34.

ALSO AT:

The Manager Religare Finvest Ltd.
A-3/4/5, Tower-A, 5th Floor, Noida, U.P.-201301.

ALSO AT:

The Manager Religare Finvest Ltd.
2ND Floor, Rajlok Building, 24 Nehru Place,
New DELHI-110019.

...Defendant

PLAINT FILED U/S. 26 OF C.P.C.
FOR RECOVERY OF Rs.90,178/

I. Description of the Plaintiff:

The address for service of all notices, summons and process etc. on the Plaintiffs are as mentioned above and of their counsel Sri C.Balagopal, Smt.Ameerunnisa Begum, C.V.Chandramouli, Advocates, having office at Flat No.103, Suresh Harivillu Apartments, Road No.11, West Marredpally, Secunderabad.

II. Description of the Defendant:

The addresses for service of all notices, summonses and processes etc. on the Defendant is the same as mentioned above.

For MODI PROPERTIES PVT. LTD.
Director

1. The Plaintiff Submit that it has approached the defendant for a sanction of a loan of Rs.1,10,00,000/- which was repayable in monthly EMI. The defendant sanctioned the loan after due processing under a loan account bearing number XMORPAN00030058 was allotted to the plaintiff. The monthly EMI of Rs.3,23,125/- was payable every month for a period of 48 months.
2. The Plaintiff Submit that that the said loan was sanctioned and the plaintiff was regular in the payment of EMI every month. The EMI also attracted deduction of TDS. The plaintiff paid the entire EMI regularly and also paid the TDS on behalf of the defendant to the Income tax authority. The Plaintiff furnished the relevant TDS certificate to the defendant to show that the payment of TDS paid by the plaintiff on behalf of the defendant.
3. The Plaintiff Submit that it paid all the EMIs every month without deducting the TDS. Thus the plaintiff has paid the TDS on behalf of the defendant which is payable by the defendant. The total amount of TDS in respect of the said transaction is Rs.3,76,434/- out of which Rs. 2,86,256/- has been reimbursed by the defendant and the balance of Rs.90,178/- is payable by the defendant to the plaintiff. This is for the Period 2011 - 2012, 2012-2013, 2013-2014, The plaintiff has been repeatedly requesting the defendant through letters on various dates for the repayment of TDS amount paid on behalf of the defendant by the plaintiff, but the defendant has failed to refund the amount nor replied to the various letters that the plaintiff had addressed to the defendant in this regard. The loan was foreclosed by the Plaintiff. The Loan was closed on 24.11.2013. The defendant had also issued a letter of closure.
4. The Plaintiff Submit that it got a notice issued to the defendant through its counsel on 5-03-2018 which was received by the defendant at their New Delhi office, but the defendant failed to reply the same.
5. The Plaintiff has not filed any suit for similar relief in this Hon'ble court or any other court against the Defendant Hence this suit.

IV. Cause of Action:



FOR MODI PROPERTIES PVT. LTD.

Director

IV. Cause of Action:

The cause of action for this suit arose on 8th Sep 2011 the date of Sanctioning of the loan, and on all such dates when the TDS was paid by the plaintiff on behalf of the defendant, and on 24.11.2013 the date of closure letter of the said loan and on various date when the plaintiff address the letters to the defendant for reimbursing the TDS for EMI's, paid by the plaintiff on behalf of the defendant and on 05.03.2018 when the plaintiff got issued a notice through its counsel and on all such dates when the TDS on EMI was not reimbursed.

V. Jurisdiction:

The Loan Agreement was executed at the office of the plaintiff which is situated at Secunderabad which is within the territorial jurisdiction of this Hon'ble Court as such the Hon'ble Court can entertain and try the Suit. Hence this Hon'ble court has got territorial jurisdiction and the claim for TDS due is Rs.90,178/- as such this Hon'ble court has also got the pecuniary jurisdiction to try this suit.

VI Limitation:

The suit is filed within the limitation.

VII Court Fee:

The suit is valued for the purpose of court fee and jurisdiction at Rs. 90,178/- which is the TDS due unpaid by the defendant, and an advalorem court fee of Rs. ³²⁶⁶-----/- is paid herewith U/s 20 of A.P.C.F. and S.V. Act.

VIII 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:-

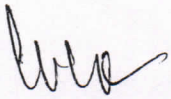
- a) To direct the Defendant to reimburse an amount of Rs.90,178/- being the TDS paid by the plaintiff on behalf of the defendant with interest @ 18% per Annum.
- b) To grant the costs of the suit and

For MODI PROPERTIES PVT. LTD.

Director

Place: SECUNDERABAD

Date: 11/6/2015


Counsel for Plaintiff
For MODI PROPERTIES PVT. LTD.

PLAINTIFF ^{Director}

VERIFICATION

I, Soham Modi, S/o Late Sri Sathish Modi, Managing Partner of the Plaintiff Firm, do hereby declare that the facts mentioned above are true to the best of my knowledge, hence verified.

LIST OF DOCUMENTS

Sl No.	Date	Description	
1.	08.09.2011	Loan Sanction Letter	Original
2.	24.11.2013	Loan Closure Letter	Original
3.		Correspondence regarding reimbursement of TDS	Office copy
4.	05.03.2018	Legal Notice issued on behalf of the plaintiff	Office copy
5.		Postal return covers	
6.		Postal acknowledgement	

Place: Hyderabad

Date : 11/6/15


Counsel for the plaintiff

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IN THE COURT OF THE JUNIOR
CIVIL JUDGE: CITY CIVIL COURT
AT SECUNDERABAD

O.S. No. 381 OF 2018

Between:

M/S. Modi Properties Pvt Ltd

...Plaintiff

And

Religare Finvest Ltd,

... Defendant

PLAINT FILED U/S. 26 OF C.P.C.
FOR RECOVERY OF RS.90,178

Filed on: 11-6-18

Filed by:

SRI. C. BALAGOPAL

Advocate

103, Harivillu Apartments,
West Marredpally,
Secunderabad.

Phone No.9441782451

COUNSEL FOR PLAINTIFF