

IN THE COURT OF THE III SENIOR CIVIL JUDGE
CITY CIVIL COURT AT SECUNDERABAD

O. S. No: 194 OF 2012

Between:

M/s. Paramount Builders, a partnership firm
represented by its Managing Partner,
Sri Soham Modi S/o Sri Satish Modi, aged 42 years,
at 5-4-187/3 & 4, Soham Mansion,
M. G. Road, Secunderabad.

... PLAINTIFF

And

A.SHANKER REDDY S/o A Satti Reddy,
Aged 45 years, R/o Flat No.102,
Block 1C, Paramount Residency, Nagaram,
Keesara Mandal, R. R. District.

Also at

A.SHANKER REDDY S/o A. Satti Reddy,
Village: Appajipet (Post & Village)
Nalgonda Dist, Pin - 508 002

... DEFENDANT

PLAINT FILED UNDER SECTION 26 OF C.P.C.

FOR RECOVERY OF Rs. 4,41,661/.

I. Description of the Plaintiff:

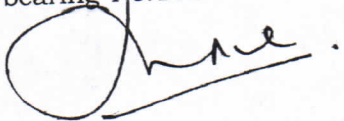
The address for service of all notices, summons and process etc.
on the Plaintiff is as mentioned above and of their counsel Sri C.
Balagopal, Smt. Ameerunnisa Begum, K. Vijaya Saradhi and C. V.
Chandramouli Advocates, office at Flat No.103, Suresh Harivillu
Apartments, Road No.11, West Marredpally,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

II. Description of the Defendant:

The address for service of all notices, summons and process etc. on
the Defendant is the same as mentioned above.

III. Facts of the case:

1. The Plaintiff is a builder of repute, carrying on construction
of Independent Houses or complexes as require. The Defendant
was an employee of Modi Properties and Investment Private
Limited., a sister concern of the Plaintiff Firm and had purchased a
Flat bearing No.102 in Block 1C, in the project developed by the



Plaintiff Firm under the name and style of "Parainount Residency" at Nagaram Village, Ranga Reddy District.

2. The Defendant had booked the Flat vide booking form bearing No.1127 from the Plaintiff. The Plaintiff and the Defendant had entered into an Agreement of Sale dated 08.12.2006 and further a Sale Deed was executed by the Plaintiff in favour of the Defendant which was registered as document No.10698 of 2007 at SRO Shamirpet, R. R. District. Further an Agreement of construction was also entered upon the same date for the completion of the flat and which was registered as document No.10699 of 2007 at SRO Shamirpet, R. R. District.

3. The Defendant had a total liability of Rs.12,85,000/- which included the sale consideration, registration charges, VAT, Service Tax, interest on delayed payments and charges for additions and alterations. The Defendant had paid an amount of Rs.8,15,000/- towards the cost of the flat and he was due an amount of Rs.4,70,000/-.

4. The Defendant is an employee of Modi Properties and Investment Private Limited., which is a sister concern of the Plaintiff. The Defendant requested the Plaintiff firm to extend the loan for the balance of Rs.4,70,000/- and which he undertook to repay by way of equated monthly instalments of Rs.9,756/- per month. The instalments were to be recovered from his monthly salary cheque. Accordingly, the Plaintiff firm and Defendant entered into an Loan Agreement on 29.09.2011. The repayment of the loan was to be for a period of 60 months commencing from 01.10.2011 to 01.09.2016. The Defendant had paid the EMIs for



a period of 5 months i.e., upto February 2012 totally amounting to Rs.48,780/- (including principle and interest) leaving a balance of Rs.4,41,661/- .

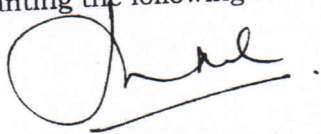
5. Meanwhile, the Defendant left the services of Modi Properties and Investment Private Limited., the Plaintiff's group company without any notice and leaving the above amount unpaid. Hence, this suit is filed against the Defendant for recovery of monies.

IV. Cause of action: The cause of action for the suit arose on 08.12.2006 when the Plaintiff entered into an Agreement of Sale with Defendant., on 30.08.2007 when the sale deed and agreement of construction were executed and on 29.09.2011 when the Defendant entered into a Loan Agreement to pay the EMIs and on all dates when the Defendant failed to pay the EMIs and the cause of action is subsisting.

V. Jurisdiction: The transaction took place at the registered office of the Plaintiff 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: The suit is valued at Rs.4,41,661/- on which a court fee of Rs. /- is herewith paid under 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 Defendant granting the following reliefs:-



1. To grant a decree for recovery of Rs.4,41,661/- directing the Defendant to pay the outstanding amount to Plaintiff together with interest @ 9% p.a. from the date of suit till realization;
2. To award costs of the suit and
3. To Pass such other order or orders as this Hon'ble court deems fit and proper in the interest of justice.

Advocate for the Plaintiff



Plaintiff

VERIFICATION

I, Soham Modi S/o Sri Satish Modi, the Managing Partner of the Plaintiff Company, do hereby state that the facts mentioned above is true and correct to the best of my knowledge and belief. Hence verified.



PLAINTIFF

SECUNDERABAD
21.03.2011

LIST OF DOCUMENTS

Sl. No.	Date	Documents
1.		Firm Registration Certificate
2.		Booking Form Copy (Xerox)
3.	30.08.2007	Sale Deed – Certified copy
4.	30.08.2007	Agreement of construction– C.C.
5.	29.09.2011	Loan Agreement
6.	29.09.2011	Receipt
7.		Statement of Account

Date: 21.03.2012
SECUNDERABAD

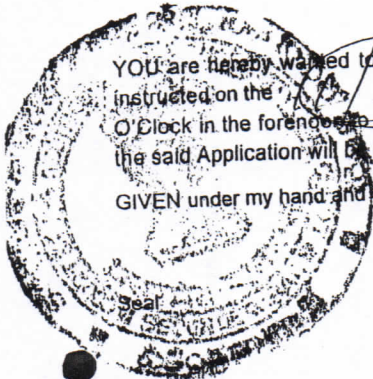
COUNSEL FOR PLAINTIFF

Notice to Show Cause (General Form)
IN THE COURT OF THE Secy A-11 and Secy and Secy
AT C.C.C. P-8-9
I.A. No. 158 of 2012 10504
IN
Of No. 196 of 2012
Between: M. Paramount Builders, Petitioner

AND

A. Shanker Reddy Respondent
To Sh. A. Shanker Reddy, 820 Salti Reddy
Flat no 102, Block no I C,
Paramount Residency, Nagpuram Residency

WHEREAS the above Named Petitioner
has made an Application to this Court



com enclosure 30-7-12
YOU are hereby warned to appear in this court in person or by a pleader duly
instructed on the 30/7/12 day of July 2012 at 10-30
O'Clock in the forenoon to Show Cause of against the Application, failing which
the said Application will be heard and determined ex parte.
GIVEN under my hand and seal of Court this 30 day of July 2012

By NAZIR
City Civil Court
Secunderabad

IN THE COURT OF III SENIOR CIVIL JUDGE, CITY CIVIL COURT
AT SECUNDERABAD

Dated this the 11th day of December, 2012

Present : Smt. G. Neelima, B.L.,
III Senior Civil Judge,
City Civil Court, Secunderabad.

OS NO. 194 OF 2012

Between:

M/s. Paramount Builders, a partnership firm, represented by its Managing Partner, Sri Soham Modi S/o. Sri Satish Modi, aged 42 years, At 5-4-187/3 & 4, Soham Mansion, M.G. Road, Secunderabad. ... Plaintiff

And

A. Shanker Reddy, S/o. A. Satti Reddy, Aged 45 years, R/o. Flat No. 102, Block 1 C, Paramount Residency, Nagaram, Keesara Mandal, R.R. District.

Also at

A. Shanker Reddy, S/o. A. Satti Reddy, Village: Appajipet, (Post & Village), Nalgonda Dist, Pin - 508 002.

... Defendant

This suit coming on this day before me in the presence of Sri. C. Balagopal, Advocate for Plaintiff and defendant remained exparte and the matter having stood over for consideration till this day, this court delivered the following:

JUDGMENT

Chief Affidavit of PW1 filed. Ex.A1 to A6 marked. PSE closed. Heard perused the record. PW1 stated in support of the contents of the plaint. Defendant remained exparte. Suit claimed is proved. Hence suit is decreed with costs for a sum of Rs. 4,41,661/- with 6 percent interest p.a. thereon from the date of suit till the date of realization.

Written and pronounced by me in open court this, the 11th day of December, 2012.

P. M. 11/12/12
III Senior civil Judge,
City civil court, Secunderabad.

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

For Plaintiff
PW1: L. Ramacharyulu

For Defendant
-None-

Documents marked for plaintiff

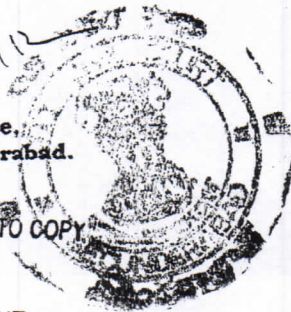
Ex.A1 is Firm's Registration Certificate
Ex.A2 is Booking Form Copy
Ex.A3 is the Sale Deed - Certified Copy dated 30-08-2007
Ex.A4 is the Loan Agreement dated 29-09-2011
Ex.A5 is the Receipt dated 29-09-2011
Ex.A6 is the Statement of Account

Documents marked for defendant: NIL

11/12/12
III Senior civil Judge,
City civil court, Secunderabad.

CERTIFIED TO BE TRUE PHOTO COPY

P.C. SUPERINTENDENT



IN THE COURT OF THE PRPL. SENIOR CIVIL JUDGE
R. R.DISTRICT AT LB NAGAR

E.P. NO. 12 OF 2013

IN
O.S. NO. 194 OF 2012

BETWEEN:

Paramount Builders

... Decree Holder/Plaintiff
AND

A.Shankar Reddy

... Judgment Debtors/Defendants

AFFIDAVIT

I, Soham Modi, Managing Partner of the Paramount Builders, the decree holder herein at 5-4-187/3 & 4, Soham Mansion, M.G.Road, Secunderabad do hereby solemnly affirm and state on oath as follows:

1. I am the Decree Holder herein and Plaintiff in the main suit and as such I am well acquainted with the facts of the case.
2. I submit that I filed the above suit before this Hon'ble Court praying for a decree directing the Defendant to pay the outstanding sum and other reliefs.
3. I submit that this Hon'ble court was pleased pass a Judgment and Decree dated 11.12.2012 and directed the Defendant to pay the sum under decree.
4. I submit that I am filing the above EP for recovery of the decretal amount by way of auction of the suit schedule property.

Hence this Affidavit.

Sworn and signed before me
on this the 13th day of November, 2013
at LB Nagar.

DEPONENT

ADVOCATE / Hyderabad

IN THE COURT OF THE PRPL. SENIOR CIVIL JUDGE
R. R.DISTRICT AT LB NAGAR

E.P. NO. 12 OF 2013

IN
O.S. NO. 194 OF 2012

BETWEEN:

Paramount Builders

... Decree Holder/Plaintiff
AND

A.Shankar Reddy

... Judgment Debtors/Defendants

CALCULATION MEMO

FROM DATE	TO DATE	DECREETAL AMOUNT	INTEREST AMOUNT @ 6%	COST & Adv. FEE	TOTAL
30.03.2012	30.09.2013	441661.00	39749.00	17044.00	498454.00

Hyderabad
Date: 14.11.2013

COUNSEL FOR DECREE HOLDER

EXECUTION PETITION AS PER RULE 141 (2) C.R.P. ORDER 21 RULE 11 C.P.C.

IN THE COURT OF THE PRPL. SENIOR CIVIL JUDGE
R. R.DISTRICT AT LB NAGAR

E.P.NO. 12 OF 2012
IN

O.S.No: 194 OF 2012

Between:

M/s.Paramount Builders

... Decree-Holder

A N D

A.SHANKER REDDY

.... Judgment-Debtors

1. Suit No.	:	O.S.No.194 of 2012
2. Name of Decree-Holder	:	M/s.Paramount Builders, a partnership Firm represented by its Managing Partner, Sri Soham Modi S/o Sri Satish Modi, aged 40 years, at 5-4-187/3 & 4, Soham Mansion, M.G.Road, Secunderabad.
3. Name of Judgment-Debtors	:	A.SHANKER REDDY S/o A Satti Reddy, Aged 45 years, R/o Flat No.102, Block 1C, Paramount Residency, Nagaram, R.R.District.
4. Date of Decree	:	11-12-2012
a) Whether any appeal preferred from Decree with Date and Result	:	NO APPEAL FILED
b) Payment or adjustment made if any subsequent to the decree	:	Nil
c) Previous application number date & result for execution with	:	
d) Amount of Decree	:	441661.00
e) Amount of cost awarded	:	14453.00
f) Interest :	:	39749.00 interest @ 6% p.a. on Rs.441661.- from 30.3.2012 to 30.09.2013
Total:	:	495863.00
g) E.P.Costs	:	100.00
h) Advocate fee	:	2491.00
i) Total:	:	498454.00
j) Deduct payment if any:	:	-
k) Balance:	:	498454.00
l) Against whom to be executed	:	Judgement Debtors

5 Relief Prayed:

The Judgment-Debtors failed to pay the decreetal amount, Hence, it is, prayed that this Hon'ble Court may be pleased to put the EP Schedule property which was attached in IA No.458 of 2012 OS.No.194 of 2013 by way of attachment before judgment and the sale proceeds may be awarded to the decree holder towards the satisfaction of decree passed in the above suit infavour of the decree holder.

SCHEDULE

IN THE COURT OF THE PRPL. SR.
CIVIL JUDGE, RR DISTRICT AT
LB.NAGAR

S.No. Description of Property Interest of the Judgement Debtor Encumbrance

E.P.NO. OF 2013

1. Flat No.IC102 Approx. value 20,00,000-00

IN
O.S.No: 194 OF 2012

Situated at Paramount Residency, Nagaram (V)
RR Dist.,

Between:
M/s.Paramount Builders
... Decree-Holder

AND

A.SHANKER REDDY
.... Judgment-Debtor

Decree-Holder

EXECUTION PETITION

Advocate for the Decree-Holder/s

I/We the Decree-Holder/s above named declare
what is stated in columns No.(1 to 4) is true
to my/our knowledge and what is stated in para
(5) is on information and belief and we believe
the same is true.

Filed on:

Decree/Holder/s

Filed by: Sri.C.BALAGOPAL

Address for Service:
103, Harivillu Apartments,
Road No.11, West Marredpally,
Secunderabad – 500 026. PH: 64570512

IN THE COURT OF THE HON'BLE SENIOR CIVIL JUDGE
R.R. DISTRICT AT: L.B. NAGAR

E.P. NO. OF 2013

IN
O.S. NO. 194 OF 2012

BETWEEN:

Paramount Builders

... Decree Holder/Plaintiff
AND

A.Shankar Reddy

... Judgment Debtors/Defendants

NO STAY AFFIDAVIT

I, Soham Modi, Managing Partner of the Paramount Builders, the decree holder herein at 5-4-187/3 & 4, Soham Mansion, M.G.Road, Secunderabad do hereby solemnly affirm and state on oath as follows:

1. I am the Decree Holder herein and Plaintiff in the main suit and as such I am well acquainted with the facts of the case.
2. I submit that I filed the above EP before this Hon'ble Court praying for recovery of decree amount by sale of the EP schedule property.
3. I submit that there is no stay of executing the decree of this Hon'ble Court from any court.

Hence this No-stay Affidavit.

Sworn and signed before me
on this the ____ day of September, 2013
at LB Nagar

DEPONENT

ADVOCATE / LB NAGAR

IN THE COURT OF THE SENIOR CIVIL
JUDGE: RR DISTRICT
AT LB NAGAR

E.P. NO. OF 2013

IN
O.S. NO. 194 OF 2012

BETWEEN:

Paramount Builders

... Decree Holder/
Plaintiff

AND

Shankar Reddy

... J.D.Rs/Defendants

NO STAY AFFIDAVIT

Filed on:

Filed By: Sri C. BALA GOPAL
ADVOCATE

Address for service:

103, Harivillu Apartments,
Road No.11, West Marredpally,
Secunderabad-26.
Ph: 64570512

COUNSEL FOR D.H./PLAINTIFF

**WARRANT OF ATTACHEMENT OF MOVABLE PROPERTY BEFORE
JUDGMENT
IN THE COURT OF III SENIOR CIVIL JUDGE::CITY CIVIL COURT::
SECUNDERABAD**

I.A.No.458 of 2012 in OS 194 of 2012

Between:

M/s.Paramount Builders, a partnership firm
Represented by its Managing Partner, Sri.Soham Modi, S/o. Sri Satish
Modi, aged 42 years, At 5-4-187/3 & 4, Soham Mansion, M.G.Road,
Secunderabad. ...Petitioner/Plaintiff

AND

A.Shanker Reddy, S/o.A Satti Reddy, Aged 45 years,
R/o. Flat No.102, Block 1 C, Paramount Residency, Nagaram,
Keesara Mandal, R.R.District.

Also at

A.Shanker Reddy, S/o.A.Satti Reddy,
Village : Appajipet (Post & Village)
Nalgonda Dist, Pin - 508 002

...Respondent/Defendant

To
The Bailiff of the Court,
City Civil Court,
Secunderabad.

Whereas the petitioner/plaintiff filed this petition under Order 38
Rule 5 of CPC, the court called upon you the respondent to appear before
this court this day. Notice served on you. No representation on your
behalf. Hence you are set exparte. You have failed to furnish security
for the suit amount. Hence this warrant for attachment of petition
schedule property.

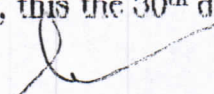
SCHEDULE OF PROPERTY

All that Flat bearing No.102 on the first floor in Block No.1 C
admeasuring 820 Sft., together with proportionate undivided share of the
land to extent of 53.78 sq.yards., and a reserved parking space for two
wheeler and car parking on the stilt floor bearing Nos.2 & 2 admeasuring
about 15 and 100 Sft., in residential apartment named as Paramount
Residency, forming part of Sy.No.176 situated at Nagaram village,
Keesara Mandal, R.R. District and bounded on the :

North by : 6' Wide Corridor
South by : Open to sky
East by : Flat No.101
West by : Open to sky

For report call on 30-10-2012

Given under my hand and seal of the court, this the 30th day of
August, 2012.


III Senior Civil Judge,
City Civil Court, Secunderabad.

SHOW CAUSE NOTICE U/O 38 R. 5 AND UNDER SECTION 151 OF CPC.

IN THE COURT OF III SENIOR CIVIL JUDGE, CITY CIVIL COURT; SECUNDERABAD.

I.A. No.458 of 2012 in OS.No. 194 of 2012

Between:

M/s. Paramount Builders, a partnership firm,
rep. by its Managing Partner,
Sri. Soham Modi, S/o. Sri. Satish Modi,
aged 40 years, at 5-4-187/3&4, Soham Mansion,
M.G. Road, Secunderabad.

... Petitioner/Plaintiff.

A n d

A. Shanker Reddy, S/o. A. Satti Reddy,
aged 45 years, R/o. Flat No.102,
Block 1C, Paramount Residency, Nagaram,
Keesara Mandal, Ranga Reddy District.

ALSO AT:

A. Shanker Reddy, S/o. A. Satti Reddy,
Village:Appajipet (post & village),
Nalgonda District, Pin-508 002.

...Respondent/defendant.

To

A. Shanker Reddy, S/o. A. Satti Reddy,
aged 45 years, R/o. Flat No.102,
Block 1C, Paramount Residency, Nagaram,
Keesara Mandal, Ranga Reddy District.

ALSO AT:

A. Shanker Reddy, S/o. A. Satti Reddy,
Village:Appajipet (post & village),
Nalgonda District, Pin-508 002.

Where as the petitioner/plaintiff in the suit, has applied for attachment before Judgment of the petition schedule property belonging to respondent/defendant and whereas this court doth order and directed to furnish security for the suit amount within 3 days failing which petition schedule property shall be attached.

SCHEDULE OF PROPERTY

All that flat bearing No.102 on the first floor in Block No.1C, admeasuring 820 sft., together with proportionate undivided share of the land to the extent of 53.78sq.yards., and a reserved parking space for two wheeler and car parking on the stilt floor bearing Nos.2 & 2, admeasuring about 15 to 100 sft., in residential apartments named as Paramount Residency, forming part of Sy.No.176, situated at Nagaram Village, Keesara Mandal, Ranga Reddy District and bounded on the:

North by : 6' wide corridor.

South by : Open to sky.

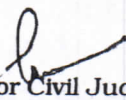
East by : Flat No. 101.

West by : Open to sky.

I.A. stands posted to 11.04.2012. 30-7-12

Given under my hand and the seal of the court, this the 03rd day of April, 2012.




III Senior Civil Judge,
City Civil Court, Secunderabad.

AT : L.B.NAGAR

of 2014

in

in

A.Shankar Reddy

... Petitioner/J.Dr./Defendant

M/s.Paramount Builders

... Respondent/D.Hr./Plaintiff

AFFIDAVIT

I, A.Shankar Reddy S/o.Sri A.Sathi Reddy, aged about 45 years, Occ: Private Employee, R/o.Flat No.102, Block-1-C, Paramount Residency, Nagaram, Keesara Mandal, Ranga Reddy District, do hereby solemnly affirm and sincerely state on Oath as follows:

- 1) I am the Deponent/Petitioner herein, Judgment Debtor in the above E.P. and Defendant in the above suit, as such I am well acquainted with the facts of the case.

2) I submit that the Respondent/D.Hr./Plaintiff filed the above suit against me for recovery of money before the Hon'ble III Senior Civil Judge, City Civil Court, at Secunderabad with all false and baseless allegations. I have engaged an Advocate Mr.K.Kishore Roy to file Written Statement on my behalf in the above case and I have filed my Vakalat in the said Case to defend the same on 30-06-2012. I submit that after engaging Advocate in the said Case, I was transferred to Chennai by my employer i.e., the Respondent/Plaintiff herein in the year 2012 and due to the said reason I could not instruct my said advocate to file Written Statement in the above case as such I was set exparte in the above said case on 30-10-2012, subsequently this Hon'ble court was pleased to pass exparte decree on 11-12-2012.

3) I submit that I have strong defence in the above case to contest the said case. Originally the suit claim was between me and Respondent/Plaintiff for recovery of money for purchase of Flat No.102, Block No.1-C, situated at Nagaram Keesara Mandal, Ranga Reddy District. As per the Loan Agreement

Ctd..2

Gmusek

entered into between me and Respondent/Plaintiff the total cost of the flat was fixed by the Plaintiff Rs.12,85,000=00, out of which, I have paid a sum of Rs.8,15,000=00 to the Respondent/Plaintiff and I agreed to pay the balance sale consideration of Rs.4,70,000/- in 60 monthly installments commencing from 01-10-2011 to 01-09-2016. As per the said loan agreement I have paid 7 installments i.e., upto 01-02-2012. After that I was transferred to Chennai by the Respondent/D.Hr./Plaintiff herein. Due to the said reason I became irregular in payment of installments. Mean while the Respondent/D.Hr./Plaintiff filed the above suit against me for recovery of entire balance loan amount which is contrary to the Loan Agreement. Even today I am ready and willing to pay the balance installments amount to the Respondent/Plaintiff but the Respondent/D.Hr./Plaintiff refused to receive the same. More over as on this date, the Loan Agreement is subsisting.

4) I further submit that after passing the Exparte Decree by the Hon'ble III Senior Civil Judge, Secunderabad, the Respondent/D.Hr./Plaintiff filed a Petition for transfer of the said Decree and thereafter the Respondent/D.Hr./Plaintiff has filed E.P.No.12 of 2014 before this Hon'ble Court, for sale of my Flat ie., E.P.Schedule Property which is unjust since the Loan Agreement is subsisting upto 2016. Contrary to the said Agreement, the Respondent/D.Hr./Plaintiff filed the above suit. I submit that recently I came back to Hyderabad and I received notices in the above E.P.No.12/2014. After receipt of summons in the said E.P., I filed Vakalat with an intention to contest the said E.P. and immediately I approached the Hon'ble III Senior Civil Judge, City Civil Court, at Secunderabad and enquired about the above Case, wherein I came to know that I was set exparte in the above suit and an Exparte Decree was passed against me on 11-12-2012. I submit that in view of the above said circumstances, I intend to contest the matter before the Hon'ble III Senior Civil Judge, City Civil Court, at Secunderabad to prove that the Respondent/D.Hr./Plaintiff filed the above case with false and baseless allegations so also the said suit was filed by the Respondent/D.Hr./Plaintiff before completing the installments period. As such I filed two Petitions before the Hon'ble III Senior Civil Judge, City Civil Court, at Secunderabad for setting aside the Exparte Decree Dt.11-12-2012 passed in the above suit along with condone delay Petition in filing Setting aside Petition. Hence it is just and necessary that this Hon'ble Court may be pleased to stay all the further proceedings in the above E.P.No.12/2014 pending disposal of the above said two Petitions, or else, I will be put to irreparable loss and hardship.

Ctd 3

I therefore humbly pray that this Hon'ble Court may be pleased to stay all the further proceedings in the above E.P.No.12/2014 in O.S.No.194 of 2012 pending disposal of two Petitions i.e., one for setting aside the exparte decree Dt.11-12-2012 passed in the above Suit and another Petition for condoning the delay in filing the Petition to set aside the exparte Decree Dt.11-12-2012, in the interest of justice.


DEPONENT

Sworn and signed before me on this the
day of September, 2014 at L.B.Nagar
Identified by Sri L.Srinivas Patel, Advocate

Advocate

IN THE COURT OF THE HON'BLE VII SENIOR CIVIL JUDGE: RANGA REDDY DISTRICT
AT: L.B. NAGAR

E.A.No. of 2014
In
E.P.No. 12 of 2014
In
O.S.No. 194 of 2012

Between:

A.Shankar Reddy S/o.Sri A.Sathi Reddy
aged about 45 years, Occ: Private Employee
R/o.Flat No.102, Block-1-C, Paramount Residency
Nagaram, Keesara Mandal, Ranga Reddy District ... Petitioner/J.Dr./Defendant

And

M/s.Paramount Builders, a Partnership firm
Rep.by its Managing Partner Sri Soham Modi
S/o.Sri Satish Modi, aged about 42 years
At H.No.5-4-187/3 & 4, Soham Mansion
MG Road, Secunderabad ... Respondent/D.Hr./Plaintiff

PETITION FILED UNDER ORDER XXI RULE 26 CPC R/W SEC.151 CPC

For the reasons mentioned in the accompanying affidavit, the
Petitioner/J.Dr./ Defendant, therefore humbly prays that this Hon'ble Court
may be pleased to stay all the further proceedings in the above E.P.No.12/2014
in O.S.No.194 of 2012 pending disposal of two Petitions i.e., one for setting
aside the exparte decree Dt.11-12-2012 passed in the above Suit and another
Petition for condoning the delay in filing the Petition to set aside the exparte
Decree Dt.11-12-2012, and pass such other order or orders as this Hon'ble Court
deems fit and proper, in the circumstances of the case, and in the interest of
justice.

COUNSEL FOR PETITIONER/DEFENDANT

Place : Secunderabad
Dated : -09-2014

IN THE COURT OF THE HON'BLE VII
SENIOR CIVIL JUDGE: RANGA REDDY DIST.
AT : L.B.NAGAR

E.A.No. of 2014
 in
E.P.No. of 2014
 in
O.S.No. 194 of 2012

Between:

A.Shankar Reddy
... Petitioner/J.Dr./Defendant

And

M/s. Paramount Builders
... Respondent/D.Hr/Plaintiff

PETITION FILED UNDER ORDER XXI RULE
26 CPC R/W. SEC. 151 CPC

Filed on :

11
02-09-2014

Filed by : Counsel for Petitioner/
Defendant

L.Srinivas Patel
Advocate

Plot No.88, Jyothinagar Colony
Old Alwal, Secunderabad-500 010

IN THE COURT OF THE HON'BLE III SENIOR CIVIL JUDGE: CITY CIVIL COURT
AT: SECUNDERABAD

I.A.NO. OF 2014
IN
O.S.NO. 194 OF 2012

Between:

A. Shankar Reddy ... Petitioner/Defendant

And

M/s. Paramount Builders ... Respondent/Plaintiff

COUNTER AFFIDAVIT FILED BY THE RESPONDENT/PLAINTIFF

I L. Ramacharyulu s/o. L. Ragavender Rao, aged 51 years r/o. M.G. Road, secunderabad, do here by solemnly affirm and state on oath as follows.

I am the legal Officer of the Respondent and as such well aware of the facts deposed hereunder. This application has filed by the Petitioner herein is not maintainable both of facts and law and hence liable to dismissed in limini.

I deny all the adverse allegations made in the affidavit and if any allegation not speically denied should not be deemed to have been admitted.

1. I submit that with regard to para no.1 the same formal and does not call for any reply.

2. I submit that with regard to para no.2 it is not true to say that the Respondent had filed the above suit with all false and baseless allegations. It is true that the Petitioner had got filed his vakalath. It is absolutely false that the Petitioner was transferred to Chennai by this Respondent. The Petitioner did not take proper steps for filing the written statement within time and as such he was set exparte and the Hon'ble Court was pleased to pass a Exparte Decree.

3. I submit that with regard to para no.3 it is not true to say that the Petitioner has got a strong case to contest the suit. It is true that the suit was

filed for recovery of balance sale consideration of Flat No.102, Block No. 1C, Paramount Residency situated at Nagram. It is true that the balance sale consideration of Rs. 4,70,000/- was to be paid in sixty monthly instalments commencing from 01.10.2011 to 01.09.2016. It is once again reiterated by this Respondent that the Petitioner was transferred to Chennai by this Respondent. The Petitioner had infact left the services of the company and defaulted in the payments of installments. The Respondent filed the suit for recovery as the Petitioner had defaulted in his payments and the Petitioner was not forthcoming regarding the payments to be made by the Petitioner. It is not true to say that the Petitioner is ready and willing to pay the balance installments amount and that this Respondent refused to receive the same when the Petitioner made the offer to pay. It is true that the loan agreement is subsisting but the Petitioner has defaulted very badly in the payments of installments.

4. I submit that with regard to para no.4 it is true that the Respondent has filed E.P.No.12 of 2014 on the file of the VII Senior Judge, R.R. District after transferring the Decree from this Hon'ble Court. It is not true to say that the Respondent had filed the suit contrary to the loan agreement. The Petitioner after filing his vakalath in the E.P. had started making enquiries regarding the suit. This shows the attitude of the Petitioner in pursuing matters pending in the courts. The Petitioner is well aware of the suit and also filed his vakalath in the suit but was not diligent enough to persue the matter by filing his written statement.

I submit the Petitioner herein only wants to stall the E.P. Proceedings and drag on the matter. As the Petitioner himself admitted that the filing of vakalath in the suit and taken a blatantly false plea that he was transferred to chenai by this Respondent. The Petitioner has not filed any documentry proof in support of this contention.

It is therefore prayed that this Hon,ble Courts indulgence in condoning the delay in filing the Set a side Petition, is not required and hence the Petition should be dismissed with heavy costs.

Sworn and signed on
this day 02.03.2015 at
secunderabad.

Deponent.

Advocate/Secunderabad

IN THE COURT OF III SENIOR CIVIL JUDGE, CITY CIVIL COURT,
SECUNDERABAD

Dated : This the 3rd day of July, 2015

Present : Smt. D. Sarala Kumari, M.A., LL.M.,
III Senior Civil Judge,
City Civil Court, Secunderabad.

IA 723 of 2014 in OS 194 of 2012

Between:

A. Shankar Reddy, s/o. Sri A Sathi Reddy,
aged about 45 years, Occ: Private Employee,
R/o. Flat No. 102, Block - 1 - C, Paramount Residency,
Nagaram, Keesara Mandal, Ranga Reddy District ... Petitioner/Defendant
And

M/s. Paramount Builders, a Partnership firm,
Rep. by its Managing Partner Sri. Soham Modi, S/o. Sri Satish Modi,
aged about 42 years, At H.No. 5-4-187/3 & 4,
Soham Mansion, MG Road, Secunderabad. ... Respondent/Plaintiff

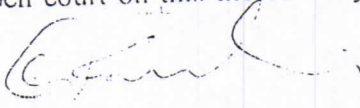
Claim : This petition is filed under Section 5 of Limitation Act read with Section
151 of CPC to set aside the exparte decree dated 11-12-2012.

This suit is coming on this day before me for final hearing in the presence
of Sri. L. Srinivas Patel, Advocate for the Petitioner/Defendant and of
Sri. C. Balagopal, Advocate for Respondent/Plaintiff and the matter having stood
over for consideration till this day, this court delivered the following :

ORDER

Counter filed by respondent counsel but reported that she has no objection
to allow this petition on terms. Hence this petition liberally considered as it is
better to give chance to contest the case. Hence this petition allowed by
condoning the delay of 639 days for filing set a side petition for exparte decree
dated 11-12-2012 on payment of Rs. 1,000/- payment to other side on or before
24-7-2015.

Written and pronounced by me in the open court on this the 03rd day of
July, 2015.


III Senior Civil Judge,
City Civil Court, Secunderabad.



CERTIFIED TO BE TRUE PHOTO COPY
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P.O. SUPERINTENDENT

IN THE COURT OF THE HON'BLE VII SENIOR CIVIL JUDGE: RANGA REDDY DISTRICT
AT : L.B.NAGAR

E.P.No. 12 of 2014

In

O.S.No. 194 of 2012

Between:

M/s.Paramount Builders

... Decree Holder/Plaintiff

And

A.Shankar Reddy

... Judgment Debtor/Defendant

COUNTER FILED BY THE JUDGMENT DEBTOR

The Judgment Debtor respectfully submits his Counter as follows:

1) At the out set the E.P. filed by the Decree Holder is not maintainable either in law or on facts, and hence liable to be dismissed.

2) The Judgment Debtor submits that the Decree Holder filed the above suit against the Judgment Debtor before the Hon'ble III Senior Civil Judge, City Civil Court, at Secunderabad for recovery of money with all false and baseless allegations. The J.Dr. has engaged an Advocate Mr.K.Kishore Roy to file Written Statement on behalf of the J.Dr. in the above case and the J.Dr. has filed his Vakalat in the said Case to defend the same on 30-06-2012. After engaging Advocate in the said Case, the J.Dr. was transferred to Chennai by his employer i.e., the Decree Holder herein in the year 2012 and due to the said reason the J.Dr. could not instruct his advocate to file Written Statement in the above case as such the J.Dr. was set exparte in the above case on 30-10-2012, subsequently the Hon'ble court was pleased to pass exparte decree on 11-12-2012.

3) The Judgment Debtor submit that he has strong defence in the above case to contest the said case. Originally the suit claim was between the J.Dr. and Decree Holder for recovery of money for purchase of Flat No.102, Block No.1-C, situated at Nagaram Keesara Mandal, Ranga Reddy District. As per the Loan Agreement entered into between the J.Dr. and Decree Holder the total cost of the flat was fixed by the Decree Holder Rs.12,85,000=00, out of which, the J.Dr. has paid a sum of Rs.8,15,000=00 to the Decree Holder and the J.Dr. agreed to

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pay the balance sale consideration of Rs.4,70,000/- in 60 monthly installments commencing from 01-10-2011 to 01-09-2016. As per the said loan agreement the J.Dr. has paid 7 installments i.e., upto 01-02-2012. After that the J.Dr. was transferred to Chennai by the Decree Holder herein. Due to the said reason the J.Dr. became irregular in payment of installments. Mean while the Decree Holder filed the above suit against the J.Dr. for recovery of entire balance loan amount which is contrary to the Loan Agreement. Even today the J.Dr. is ready and willing to pay the balance installments amount to the Decree Holder but the Decree Holder refused to receive the same. More over as on this date, the Loan Agreement is subsisting.

4) The Judgment Debtor further submit that after passing the Exparte Decree by this Hon'ble Court, the Decree Holder filed a Petition for transfer of the Decree passed by the Hon'ble III Senior Civil Judge, City Civil Court, at Secunderabad and thereafter the Judgment Debtor has filed E.P.No.12 of 2014 before this Hon'ble Court for sale of my Flat i.e., E.P.Schedule Property which is unjust since the Loan Agreement is subsisting upto 2016. Contrary to the said Agreement, the Decree Holder filed the above suit. The Judgment Debtor submits that recently the J.Dr. came back to Hyderabad and the J.Dr. received notices in the E.P.No.12/2014. After receipt of summons in the said E.P., the J.Dr. filed Vakalat with an intention to contest the said E.P. and immediately the J.Dr. approached the Hon'ble III Senior Civil Judge, City Civil Court, at Secunderabad and enquired about the above Case wherein the J.Dr. came to know that he was set exparte in the above suit and an Exparte Decree was passed against him on 11-12-2012. The Judgment Debtor submits that in view of the above said circumstances, the J.Dr. filed Petitions before the Hon'ble III Senior Civil Judge, City Civil Court, at Secunderabad for setting aside the Exparte Decree Dt.11-12-2012 along with condone delay Petition to condone the delay in filing the said Petition and both the Petitions are pending before the Hon'ble III Senior Civil Judge, City Civil Court, at Secunderabad.

I therefore humbly pray that this Hon'ble Court may be pleased to dismiss the above E.P. with exemplary costs, in the interest of justice.

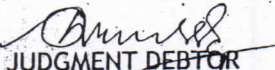
COUNSEL FOR JUDGMENT DEBTOR

Place : L.B.Nagar
Dated : 02-09-2014

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VERIFICATION

I, A. Shankar Reddy, the Judgment Debtor in the above E.P. do hereby verify and declare that the above mentioned paragraphs of the above Counter are true and correct to the best of my knowledge and belief. Hence verified on this the 2nd day of September, 2014 at L.B. Nagar.

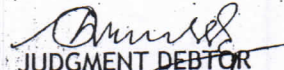

JUDGMENT DEBTOR

Place : L.B. Nagar
Dated : 02-09-2014

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VERIFICATION

I, A.Shankar Reddy, the Judgment Debtor in the above E.P. do hereby verify and declare that the above mentioned paragraphs of the above Counter are true and correct to the best of my knowledge and belief. Hence verified on this the 2nd day of September, 2014 at L.B.Nagar.


JUDGMENT DEBTOR

Place : L.B.Nagar
Dated : 02-09-2014

IN THE COURT OF THE HON'BLE VII SENIOR CIVIL JUDGE: RANGA REDDY DISTRICT
AT: C.B. NAGAR

E.A.No. of 2014
 in
E.P.No. 12 of 2014
 in
O.S.No. 194 of 2012

Between:

A.Shankar Reddy S/o. Sri A. Sathi Reddy
aged about 45 years, Occ: Private Employee
R/o. Flat No.102, Block-1-C, Paramount Residency
Nagaram, Keesara Mandal, Ranga Reddy District ... Petitioner/J.Dr./Defendant

And

M/s. Paramount Builders, a Partnership firm
Rep. by its Managing Partner Sri Soham Modi
S/o. Sri Satish Modi, aged about 42 years
At H.No.5-4-187/3 & 4, Soham Mansion
MG. Road, Secunderabad ... Respondent/D.Hr./Plaintiff

PETITION FILED UNDER ORDER XXI RULE 26 CPC R/W. SEC.151 CPC

For the reasons mentioned in the accompanying affidavit, the
Petitioner/J.Dr./ Defendant, therefore humbly prays that this Hon'ble Court
may be pleased to stay all the further proceedings in the above E.P.No.12/2014
in O.S.No.194 of 2012 pending disposal of two Petitions i.e., one for setting
aside the exparte decree Dt.11-12-2012 passed in the above Suit and another
Petition for condoning the delay in filing the Petition to set aside the exparte
Decree Dt.11-12-2012, and pass such other order or orders as this Hon'ble Court
deems fit and proper, in the circumstances of the case, and in the interest of
justice.

COUNSEL FOR PETITIONER/DEFENDANT

Place : Secunderabad
Dated : -09-2014