

IN THE COURT OF CIVIL JUDGE (SD) LUCKNOW

R.S.No. of 2018

M/S AKG Consultants Pvt Ltd, a company incorporated under the Company Act 1956 having its Registered Office at 14-Ratan Mahal, 15/197-Civil Lines, Kanpur and Head Office 225-Tej Kumar Plaza, Trilokinath Road, Lucknow through its authorized signatory Sri Umesh Shukla son of late Shiv Prasad Shukla.

.....Plaintiff

Versus

1. Smt Husne Ara Khan, Adult, wife of Sri Maqbool Alam Khan,
2. Sri Maqbool Alam Khan, Adult, son of late Abdul Waheed Khan,

Both residents of 1608, XVIth Floor, C-Wing, SVP Nagar, SRACHS, R.C.Marg, Chambur, Vasinaka, Mumbai-400074

.....Defendants

Valuation of Suit:42,00,000/-

Court Fee Paid:3,19,167.50

**SUIT FOR CANCELLATION OF SALE DEED AND
PERMANENT INJUNCTION**

The plaintiff most humbly and respectfully submits as under:-

IN THE COURT OF CIVIL JUDGE (SD) LUCKNOW
R.S. No. of 2018
M/S AKG Consultants Pvt Ltd
.....Plaintiff
Versus
Smt Husne Ara Khan and another
..... Defendants

1. That the plaintiff is a registered company incorporated under the Company Act 1956(one nine five six) having its registered office at 14(fourteen)-Ratan Mahal, 15(fifteen)/197(one nine seven)-Civil Lines, Kanpur and Head Office at 225(Two two five)-Tej Kumar Plaza, Trilokinath Road, P.S.Hazaratganj, Lucknow and owner in possession of land situated over property no.62(six two)/21(two one)-A Station Road, P.S.Hussainganj, Lucknow which was earlier known as Lal Kothi, measuring 25142.25(two five one four two point two five) sq.ft which was purchased in a court option in Execution Case No.48(forty eight) of 1967(one nine six seven) of the Court of Civil Judge (SD) Lucknow vide Sale Certificate dated 09.09.1969(Ninth September Nineteen Hundred Sixty nine). The said purchase was made by Sri Baljeet Singh as Karta of Hindu Undivided Family and subsequently the partition had taken place in Baljeet Singh Hindu Undivided Family and the said property was divided into four equal shares and names of all the four co-sharers, namely, Sri Baljeet Singh, Smt Swaran Baljeet Singh wife of Sri Baljeet Singh, Amarjeet Singh son of Baljeet Singh and Dr.Beena daughter of Sri Baljeet Singh has been recorded in the record of Nagar Nigam Lucknow. The predecessor of the plaintiff has purchased the land bearing municipal No.62(six

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M/S AKG Consultants Pvt LtdPlaintiff

Versus

Smt Husne Ara Khan and another Defendants

two)/21(two one)-A (New Number.16(sixteen)) Station Road, Lucknow from the said co-sharers through registered sale deed dated 23.07.1980(twenty third July Nineteen hundred eighty) which is duly registered in the office of Sub-Registrar Lucknow in Bahi No.I Zild No.2648(two six four eight) Pages.162 (one six two)/181(one eight one) at Serial No.6795(six seven nine five) dated 01.11.1980(First November Nineteen hundred eighty).

2. That the predecessor of plaintiff have constructed a building over the said plot of land consisting of ground floor plus five floors excluding basement and mezzanine commonly known as "Chintels House" 16(sixteen)-Station Road. Subsequently the company known as "M/S Chitrakoot Hotel Pvt Ltd" the owner of the said building known as "Chintels House" has amalgamated with "M/S AKG Consultants Pvt Ltd" (plaintiff) together with all its assets, liabilities and rights etc.
3. That the defendants have purchased office space no.209(two hundred nine) having its carpet area 60.130(six zero point one three zero) sq.mt or 647(six four seven) sq.ft on IInd Floor of the building excluding the area of walls, common area, passages and common facilities etc situated in Chintels House 16(sixteen)-Station Road, Lucknow on a total sale consideration of Rs.42,00,000/-(Forty two lacs) and in pursuance of said sale proceed the plaintiff has

IN THE COURT OF CIVIL JUDGE (SD) LUCKNOW

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M/S AKG Consultants Pvt LtdPlaintiff

Versus

Smt Husne Ara Khan and another Defendants

executed registered sale deed dated 20.04.2017(Twentieth April two thousand seventeen) which is registered in the office of Deputy Registrar(I) Lucknow in Bahi No.I Volume.5050(five zero five zero) Pages..... The boundaries of property transferred by the plaintiff in favour of defendants are as under:-

North: Corridor

South: Terrace

East: Office Space No.208(two zero eight)

West: Office Space No.210(two one zero)

4. That the defendants have issued seven cheques of different dates and amount towards total sale consideration amounting Rs.42,00,000/-(forty two lacs) in the following manner:-

1.	Cheque dated 13.01.2017	Rs.5,00,000/- (Five Lacs)
2.	Cheque dated 19.02.2017	Rs.6,00,000/-(Six Lacs)
3.	Cheque dated 30.03.2017	Rs.4,00,000/-(Four Lacs)
4.	Cheque dated 30.03.2017	Rs.7,00,000/-(Seven Lacs)
5.	Cheque dated 18.02.2017	Rs.15,00,000/-(Fifteen Lacs)
6.	Cheque dated 19.04.2017	Rs.4,00,000/-(Four Lacs)
7.	Cheque dated 19.04.2017	Rs.1,00,000/-(One Lacs)
	Total	Rs.42,00,000/- (Rupees Forty Two Lacs)

amounting Rs.42,00,000/-(forty two lacs) as such the registered sale deed dated 20.04.2017(Twentieth April two thousand seventeen) deserves to be cancelled due to non-performance of contract on the part of defendants as such due to non-performance of the promise by the defendants the plaintiff is entitled to get back the possession of shop transferred in favour of the defendants.

8. That the cause of action accrued to the plaintiff as against the defendants on 18.02.2017(Eighteenth February two thousand seventeen) when Cheque for Rs.15,00,000/-(fifteen lacs) was handed over by the defendants to the plaintiff with a promise that the same shall be credited in the bank account of the plaintiff and thereafter on 19.04.2017(Nineteenth April two thousand seventeen) when the plaintiff has requested the defendants to pay the amount of Rs.15,00,000/-(fifteen lacs) towards the cheque handed over by them to the plaintiff and thereafter each and every day when the defendants are not paying the amount of sale consideration for which the cheque was handed over on 18.02.2017(Eighteenth February two thousand seventeen) and get sale deed of the suit property in their favour in Mohalla Station Road, P.S.Hussainganj, Lucknow within the territorial jurisdiction of this Hon'ble Court.

IN THE COURT OF CIVIL JUDGE (SD) LUCKNOW

R.S. No. of 2018

M/S AKG Consultants Pvt LtdPlaintiff

Versus

Smt Husne Aya Khan and another Defendants

9. That the valuation of the suit for the purpose of court fees and jurisdiction is Rs.42,00,000/- (forty two lacs) being the sale consideration of office space no.209(two zero nine) on IInd floor of Chintels House on which a court fee of Rs.3,18,667.50(three lacs eighteen thousand six hundred sixty seven point fifty paise) is being paid towards the relief of the cancellation of registered sale deed dated 20.04.2017(Twentieth April two thousand seventeen) executed by the plaintiff in favour of defendants and Rs.500/-(five hundred) towards the relief of permanent injunction as such the total court fee of Rs.3,19,167.50(Three lacs Nineteen thousand one hundred sixty seven point fifty paise) is being paid as per provisions of Section-7(iv-a(iii) Court Fees Act 1870(one eight seven zero).

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M/S AKG Consultants Pvt Ltd Plaintiff
Versus
Smt Husne Ara Khan and another Defendants

PRAYER

It is, therefore, most respectfully prayed that the Hon'ble Court be pleased to pass:-

- (i) A decree cancelling the registered sale deed dated 20.04.2017 got executed by the defendants in their favour from plaintiff without paying the total sale consideration regarding Shop No.209 measuring 647 sq.ft or 60.13 sq.mt which is registered in the office of Deputy Sub-Registrar Lucknow in Book No.I Zild No.5050 Document No.11782

Pages.....(more specifically described in para 3 of the plaint).

- (ii) A decree of permanent injunction restraining the defendants their men, agents, representatives or any person from alienating the suit property in favour of any third person.
- (iii) Any other and further relief which this Hon'ble Court deem fit and proper in the circumstances of the case be passed in favour of plaintiff and against the defendants.
- (iv) Cost of the suit be also awarded in favour of plaintiff as against the defendants.

The plaintiff shall ever pray for this act of kindness.

Lucknow

Dated: _____ Plaintiff

VERIFICATION

I, Umesh Shukla, Authorized signatory of plaintiff, do hereby verify that the contents of para 1 to 9 of the plaint are true to my personal knowledge.

Signed and Verified this at Lucknow.

Lucknow

Dated: _____ Plaintiff

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Advocate

Counsel for Plaintiff

IN THE COURT OF CIVIL JUDGE (SD) LUCKNOW

R.S. No. of 2018

M/S AKG Consultants Pvt LtdPlaintiff

Versus

Smt Husne Ara Khan and another Defendants

IN THE COURT OF CIVIL JUDGE (SD) LUCKNOW

R.S.No. of 2018

M/S AKG Consultants Pvt Ltd, a company incorporated under the Company Act 1956 having its Registered Office at 14-Ratan Mahal, 15/197-Civil Lines, Kanpur and Head Office 225-Tej Kumar Plaza, Trilokinath Road, Lucknow through its authorized signatory Sri Umesh Shukla son of late Shiv Prasad Shukla.

.....Plaintiff

Versus

1. Smt Husne Ara Khan, Adult, wife of Sri Maqbool Alam Khan,
2. Sri Maqbool Alam Khan, Adult, son of late Abdul Waheed Khan,

Both residents of 1608, XVIth Floor, C-Wing, SVP Nagar, SRACHS, R.C.Marg, Chambur, Vasinaka, Mumbai-400074

.....Defendants

APPLICATION UNDER ORDER XXXIX RULES 1 AND 2
READ WITH SECTION 151 CODE OF CIVIL PROCEDURE
FOR INJUNCTION

The plaintiff most humbly and respectfully prays that for the facts and circumstances stated in the accompanying affidavit the Hon'ble Court be pleased to restrain the defendants from alienating the suit property in favour of any third person or creating interest of any other person during the pendency of the suit.

The plaintiff shall ever pray for this act of Kindness.

Lucknow

Dated:08.01.2019

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Advocate

Counsel for Plaintiff

IN THE COURT OF CIVIL JUDGE (SD) LUCKNOW

R.S.No. of 2018

M/S AKG Consultants Pvt LtdPlaintiff

Versus

Smt Husne Ara Khan and anotherDefendants

AFFIDAVIT IN SUPPORT OF PLAINT

I, Umesh Shukla, aged about 50 years, son of late Shiv Prasad Shukla, resident of 561/28, Shindunagar, Kirshnanagar, Lucknow, do hereby solemnly affirm and state on oath as under:-

1. That the deponent is Authorized Signatory of plaintiff's company and Director of the company passed resolution at the meeting of the Board of Directors on 10.10.2018 at Lucknow authorizing the deponent to initiate, proceed with and sign and execute the necessary paper and documents to take legal action on behalf of plaintiff's company and he is fully authorized to sign and swear this affidavit on behalf of plaintiff and fully conversant with the facts deposed.
2. That the plaintiff is a registered company incorporated under the Company Act 1956 having its Registered Office at 14-Ratan Mahal, 15/197-Civil Lines, Kanpur and Head office at 225-Tej Kumar Plaza, Trilokinath Road, P.S.Hazaratganj, Lucknow and owner in possession of land situated over

property no.62/21-A Station Road, P.S.Hussainganj, Lucknow which was earlier known as Lal Kothi, measuring 25142.25 sq.ft which was purchased in a court option in Execution Case No.48 of 1967 of the Court of Civil Judge (SD) Lucknow vide Sale Certificate dated 09.09.1969. The said purchase was made by Sri Baljeet Singh as Karta of Hindu Undivided Family and subsequently the partition had taken place in Baljeet Singh Hindu Undivided Family and the said property was divided into four equal shares and names of all the four co-sharers, namely, Sri Baljeet Singh, Smt Swaran Baljeet Singh wife of Sri Baljeet Singh, Amarjeet Singh son of Baljeet Singh and Dr.Beena daughter of Sri Baljeet Singh has been recorded in the record of Nagar Nigam Lucknow. The predecessor of the plaintiff has purchased the land bearing municipal No.62/21-A (New Number.16) Station Road, Lucknow from the said co-sharers through registered sale deed dated 23.07.1980 which is duly registered in the office of Sub-Registrar Lucknow in Bahi No.I Zild No.2648 Pages.162/181 at Serial No.6795 dated 01.11.1980.

3. That the predecessor of plaintiff have constructed a building over the said plot of land consisting of ground floor plus five floors excluding basement and mezzanine commonly known as "Chintels House" 16-Station Road. Subsequently the

company known as "M/S Chitrakoot Hotel Pvt Ltd" the owner of the said building known as "Chintels House" has amalgamated with "M/S AKG Consultants Pvt Ltd" (plaintiff) together with all its assets, liabilities and rights etc.

4. That the defendants have purchased office space no.209 having its carpet area 60.130 sq.mt or 647 sq.ft on IInd Floor of the building excluding the area of walls, common area, passages and common facilities etc situated in Chintels House 16-Station Road, Lucknow on a total sale consideration of Rs.42,00,000/- and in pursuance of said sale proceed the plaintiff has executed registered sale deed dated 20.04.2017 which is registered in the office of Deputy Registrar(I) Lucknow in Bahi No.I Volume.5050 Pages..... The boundaries of property transferred by the plaintiff in favour of defendants are as under:-

North: Corridor

South: Terrace

East: Office Space No.208

West: Office Space No.210

5. That the defendants have issued seven cheques of different dates and amount towards total sale consideration amounting Rs.42,00,000/-(forty two lacs) in the following manner:-

1.	Cheque dated 13.01.2017	Rs.5,00,000/- (Five Lacs)
2.	Cheque dated 19.02.2017	Rs.6,00,000/-(Six Lacs)
3.	Cheque dated 30.03.2017	Rs.4,00,000/-(Four Lacs)
4.	Cheque dated 30.03.2017	Rs.7,00,000/-(Seven Lacs)
5.	Cheque dated 18.02.2017	Rs.15,00,000/-(Fifteen Lacs)
6.	Cheque dated 19.04.2017	Rs.4,00,000/-(Four Lacs)
7.	Cheque dated 19.04.2017	Rs.1,00,000/-(One Lacs)
	Total	Rs.42,00,000/- (Rupees Forty Two Lacs)

6. That the defendants have handed over the cheque for Rs.15,00,000/- (fifteen lacs) on 18.02.2017 towards the agreed sale consideration amounting Rs.42,00,000/- (forty two lacs) but the said amount has not been credited in the bank account of plaintiff till day as such the defendants failed to perform their obligation inspite of their promise to pay the total amount of sale consideration.
7. That the plaintiff is continuously asking the defendants after 19.04.2017 for payment of Rs.15,00,000/-(fifteen lacs) for which the cheque dated 18.02.2017 issued by them but the defendants have not taken any step to make the payment of the amount of sale consideration though they have already promised at the time of execution of sale deed

regarding the premises no.209 (office space) on second floor in "Chintels House" situated at 16-Station Road Lucknow measuring 647 sq.ft or 60.130 sq.mt Carpet Area.

8. That inspite of repeated request the defendants are not paying the balance sale consideration amounting Rs.15,00,000/- (fifteen lacs) out of total sale consideration amounting Rs.42,00,000/-(forty two lacs) as such the registered sale deed dated 20.04.2017 deserves to be cancelled due to non-performance of contract on the part of defendants as such due to non-performance of the promise by the defendants the plaintiff is entitled to get back the possession of shop transferred in favour of the defendants.
9. That the cause of action accrued to the plaintiff as against the defendants on 18.02.2017 when Cheque for Rs.15,00,000/- (fifteen lacs) was handed over by the defendants to the plaintiff with a promise that the same shall be credited in the bank account of the plaintiff and thereafter on 19.04.2017 when the plaintiff has requested the defendants to pay the amount of Rs.15,00,000/-(fifteen lacs) towards the cheque handed over by them to the plaintiff and thereafter each and every day when the defendants are not paying the amount of sale consideration for which the cheque was handed over on 18.02.2017 and get sale deed of the suit property in their favour in Mohalla

Station Road, P.S.Hussainganj, Lucknow within the territorial jurisdiction of this Hon'ble Court.

Lucknow

Dated:08.01.2019

Deponent

VERIFICATION

I, Umesh Shukla, the deponent do hereby verify that the contents of para 1 to 9 of the affidavit are true to my personal knowledge.

Signed and Verified this 8th day of January 2019 at Lucknow.

Lucknow

Dated:08.01.2019

Deponent

I identify the deponent who has signed before me

Advocate

IN THE COURT OF CIVIL JUDGE (SD) LUCKNOW

R.S.No. of 2018

M/S AKG Consultants Pvt LtdPlaintiff

Versus

Smt Husne Ara Khan and anotherDefendants

AFFIDAVIT IN SUPPORT OF APPLICATION UNDER ORDER

XXXIX RULES 1 AND 2 READ WITH SECTION 151 CODE OF

CIVIL PROCEDURE FOR INJUNCTION

I, Umesh Shukla, aged about 50 years, son of late Shiv Prasad Shukla, resident of 561/28, Shindunagar, Kirshnanagar, Lucknow, do hereby solemnly affirm and state on oath as under:-

1. That the deponent is Authorized Signatory of plaintiff's company and Director of the company passed resolution at the meeting of the Board of Directors on 10.10.2018 at Lucknow authorizing the deponent to initiate, proceed with and sign and execute the necessary paper and documents to take legal action on behalf of plaintiff's company and he is fully authorized to sign and swear this affidavit on behalf of plaintiff and fully conversant with the facts deposed.
2. That the plaintiff is a registered company incorporated under the Company Act 1956 having its Registered Office at 14-Ratan Mahal, 15/197-Civil Lines, Kanpur and Head office

at 225-Tej Kumar Plaza, Trilokinath Road, P.S.Hazaratganj, Lucknow and owner in possession of land situated over property no.62/21-A Station Road, P.S.Hussainganj, Lucknow which was earlier known as Lal Kothi, measuring 25142.25 sq.ft which was purchased in a court option in Execution Case No.48 of 1967 of the Court of Civil Judge (SD) Lucknow vide Sale Certificate dated 09.09.1969. The said purchase was made by Sri Baljeet Singh as Karta of Hindu Undivided Family and subsequently the partition had taken place in Baljeet Singh Hindu Undivided Family and the said property was divided into four equal shares and names of all the four co-sharers, namely, Sri Baljeet Singh, Smt Swaran Baljeet Singh wife of Sri Baljeet Singh, Amarjeet Singh son of Baljeet Singh and Dr.Beena daughter of Sri Baljeet Singh has been recorded in the record of Nagar Nigam Lucknow. The predecessor of the plaintiff has purchased the land bearing municipal No.62/21-A (New Number.16) Station Road, Lucknow from the said co-sharers through registered sale deed dated 23.07.1980 which is duly registered in the office of Sub-Registrar Lucknow in Bahi No.I Zild No.2648 Pages.162/181 at Serial No.6795 dated 01.11.1980.

3. That the predecessor of plaintiff have constructed a building over the said plot of land consisting of ground floor plus five

floors excluding basement and mezzanine commonly known as "Chintels House" 16-Station Road. Subsequently the company known as "M/S Chitrakoot Hotel Pvt Ltd" the owner of the said building known as "Chintels House" has amalgamated with "M/S AKG Consultants Pvt Ltd" (plaintiff) together with all its assets, liabilities and rights etc.

4. That the defendants have purchased office space no.209 having its carpet area 60.130 sq.mt or 647 sq.ft on IInd Floor of the building excluding the area of walls, common area, passages and common facilities etc situated in Chintels House 16-Station Road, Lucknow on a total sale consideration of Rs.42,00,000/- and in pursuance of said sale proceed the plaintiff has executed registered sale deed dated 20.04.2017 which is registered in the office of Deputy Registrar(I) Lucknow in Bahi No.I Volume.5050 Pages..... The boundaries of property transferred by the plaintiff in favour of defendants are as under:-

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amounting Rs.42,00,000/-(forty two lacs) in the following manner:-

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7.	Cheque dated 19.04.2017	Rs.1,00,000/-(One Lacs)
	Total	Rs.42,00,000/- (Rupees Forty Two Lacs)

6. That the defendants have handed over the cheque for Rs.15,00,000/- (fifteen lacs) on 18.02.2017 towards the agreed sale consideration amounting Rs.42,00,000/- (forty two lacs) but the said amount has not been credited in the bank account of plaintiff till day as such the defendants failed to perform their obligation inspite of their promise to pay the total amount of sale consideration.
7. That the plaintiff is continuously asking the defendants after 19.04.2017 for payment of Rs.15,00,000/-(fifteen lacs) for which the cheque dated 18.02.2017 issued by them but the defendants have not taken any step to make the payment

of the amount of sale consideration though they have already promised at the time of execution of sale deed regarding the premises no.209 (office space) on second floor in "Chintels House" situated at 16-Station Road Lucknow measuring 647 sq.ft or 60.130 sq.mt Carpet Area.

8. That inspite of repeated request the defendants are not paying the balance sale consideration amounting Rs.15,00,000/- (fifteen lacs) out of total sale consideration amounting Rs.42,00,000/-(forty two lacs) as such the registered sale deed dated 20.04.2017 deserves to be cancelled due to non-performance of contract on the part of defendants as such due to non-performance of the promise by the defendants the plaintiff is entitled to get back the possession of shop transferred in favour of the defendants.
9. That the plaintiff is lawful owner of the suit property having valid title over the said premises and the defendants have not paid the total sale consideration agreed between the parties inspite of repeated request as such the title of the premises has not been pass on to the defendants as such the balance of convenience lies in favour of plaintiff as against the defendants.
10. That there is prima-facie case in favour of plaintiff because the defendants have not performed their part of obligation

and the total sale consideration has not been paid regarding the premises in question.

11. That the plaintiff will suffer irreparable injury incase the defendants are not immediately restrained from alienating the suit property or from creating interest of third party over the suit property during the pendency of the suit for cancellation of registered sale deed dated 20.04.2017.

Lucknow

Dated:08.01.2019

Deponent

VERIFICATION

I, Umesh Shukla, the deponent do hereby verify that the contents of para 1 to 11 of the affidavit are true to my personal knowledge.

Signed and Verified this 8th day of January 2019 at Lucknow.

Lucknow

Dated:08.01.2019

Deponent

I identify the deponent who has signed before me

Advocate

IN THE COURT OF CIVIL JUDGE (SD) LUCKNOW

R.S.No. of 2018

M/S AKG Consultants Pvt LtdPlaintiff

Versus

Smt Husne Ara Khan and anotherDefendants

REGISTERED ADDRESS OF PLAINTIFF

**M/S AKG Consultants Pvt Ltd,
a company incorporated under the Company Act
1956 having its 14-Ratan Mahal,
15/197-Civil Lines,
Kanpur
and Head office at 225-Tej Kumar Plaza,
Trilokinath Road,
Lucknow through its Authorized Signatory
Umesh Shukla,
son of late Shiv Prasad Shukla,
resident of 561/28,
Shindunagar,
Kirshnanagar,
Lucknow**

Lucknow

Dated:08.01.2019

Plaintiff