
Re: Kalbhor Constructions LLP vs Amit Wagh suit file

From RUCHIKA VIJAY BHAMBURE <RUCHIKA.BHAMBURE@bankofindia.bank.in>
on behalf of
Karve Road C&P Banking Branch <KarveRoad.Pune@bankofindia.bank.in>

Date Fri 9/26/2025 04:48 PM

To Pune Recovery <Recovery.Pune@bankofindia.bank.in>

 1 attachment (3 MB)

Kalbhor Construction vs amit wagh.pdf;

Dear Sir/Madam,
आदरणीय महोदय / महोदया,

Please refer trail mail.

Thanks & Regards
Bank Of India
Karve Road Branch
65/1/B, Erandwane, Karve Road,
Pune, MH-411004
PH NO.-020-25435414/4707,
FAX : 020-25431089
E MAIL ID- Karveroad.Pune@bankofindia.co.in
"TRANSFORM TO OUTPERFORM"

"रिश्तों की जमा पूँजी" Relationship beyond banking

कार्ड्स का अधिकतर प्रयोग पोस(POS)- दुकानों पर करें. ए टी एम् से केवल आवश्यकता हेतु कैश निकालें. इन्टरनेट बैंकिंग का उपयोग कर समय एवं खर्चों की बचत करें. सही ई मेल(ID), मोबाइल सं. एवं पूर्ण पता बैंक में दर्ज कराएँ जिससे आपको सही समय पर सूचना प्राप्त हो सके

From: RUCHIKA VIJAY BHAMBURE on behalf of Karve Road C&P Banking Branch

Sent: Friday, September 26, 2025 3:22 PM

To: Pune Recovery <Recovery.Pune@bankofindia.bank.in>

Subject: Kalbhor Constructions LLP vs Amit Wagh suit file

Dear Sir/Madam,
आदरणीय महोदय / महोदया,

With reference to captioned subject,
We have received the attached letter dated 22.09.2025 along with Suit copy by Kalbhor Constructions LLP through post today. This is for your reference please.

Thanks & Regards
Bank Of India
Karve Road Branch

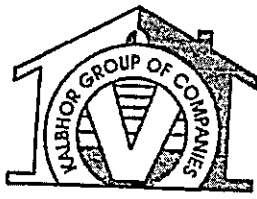
65/1/B, Erandwane, Karve Road,
Pune, MH-411004
PH NO.-020-25435414/4707,
FAX : 020-25431089
E MAIL ID- Karveroad.Pune@bankofindia.co.in
"TRANSFORM TO OUTPERFORM"

"रिश्तों की जमा पूँजी" Relationship beyond banking

कार्ड्स का अधिकतर प्रयोग पोस(POS)- दुकानों पर करें. ए टी एम् से केवल आवश्यकता हेतु कैश निकालें. इन्टरनेट बैंकिंग का उपयोग कर समय एवं खर्चों की बचत करें.
सही ई मेल(ID), मोबाइल सं. एवं पूर्ण पता बैंक में दर्ज कराएँ जिससे आपको सही समय पर सूचना प्राप्त हो सके

"सतर्कता:हमारी साझा ज़िम्मेदारी"

"Vigilance: Our Shared Responsibility"



KALBHOR CONSTRUCTION LLP

ENGINEERS & CONTRACTORS

SURYODAYA COMPLEX, KALBHOR NAGAR, PUNE - 411 019 TEL. 27477889 FAX : 020 -27474920

Ref. No.

Date:

Date: 22nd September 2025

To

Branch Manager
Bank Of India
Karve Road C & P Branch
Pune-411004

Subject: Intimation Regarding Special Civil Suit No 788/2023

Dear Sir/ Madam,

We have sold our property B Wing Yash Tower CTS No 4437, 4438, 4438/1 to 4438/10 Having S No 50/5A/1A And S. No. 50/5A/1C situated at village Akurdi, tal Havell, Dist-Pune to Dr Amit wagh Neurostar Hospital Pvt Ltd through Sale Deed Dated 20/08/2020 which is registered in the Sub-Registrar Havell No 5, Pune at Sr No 3592/2020 on 21/08/2020

As we are aware that you have given loan to Dr Amit wagh Neurostar Hospital Pvt Ltd to the same company we have sold our above mentioned property against which you had given loan to Dr Amit wagh Neurostar Hospital Pvt Ltd

As per our Sale deed agreement Dr Amit wagh Neurostar Hospital Pvt Ltd Issued Cheque of 84,00,000/- Cheque No 548188 Dated 19/11/2020 which was dishonored on 13th Jan 2021 against this they have transferred Rs 60,00,000/- on 15th December 2020 Balance Amount 24,00,000/- Yet receivable from Dr Amit wagh Neurostar Hospital Pvt Ltd for the same we have filed Special Civil Suit No 788/2023

Hence this is the intimation Letter for your Acknowledgment

Thanking You

Dhananjay Vitthal Kalbhor
M/s. Kalbhor Construction LLP

Partner
Partner

Kalbhor Construction LLP

Encl.

1) Special Civil Suit No 788/2023 Copy

**IN THE COURT OF HON'BLE CIVIL JUDGE SENIOR
DIVISION, PUNE
AT PUNE**

Special Civil Suit No. 788 /2023

**1) Kalbhor Construction LLP,
A Limited Liability Partnership registered
Under the Limited Liability Partnership Act, 2008,
Having its Registered office at:-
Suryoday Complex, Kalbhor Nagar,
Akurdi, Tal. Haveli, Dist. Pune 411035
Through its Partners**

**2) Mr. Dhananjay Vitthal Kalbhor
Age: 50 years, Occ.: Business,
R/at: Tuljai Vasti, Akurdi,
Tal. Haveli, Dist. Pune 411035**

**3) Mr. Abhijit Madhukar Kalbhor
Age: 44 years, Occ.: Business,
R/at: Suryoday Complex, Kalbhor Nagar,
Akurdi, Tal. Haveli, Dist. Pune 411035**

Versus

-----Plaintiff

**1) Dr. Amit Wagh Neurostar Hospital Pvt. Ltd.
A Company incorporated under the
Provisions of Companies Act, 1956,
Having its registered office at:- Flat No. C/104,
Sundaram, Sry. No.80/2, Manjri (Budruk), Pune 412307
Through its Directors**

**2) Dr. Mr. Amit Anant Wagh
Age: 35 years, Occ.: Medical Practitioner,
Add: B-4, Emirates Hill, Somatne Phata,
Mumbai-Pune Highway, Tal. Maval, Dist. Pune**

3) Dr. Mrs. Rucha Amit Wagh
Age: 35 years, Occ.: Medical Practitioner,
Add: B-4, Emirates Hill, Somatne Phata,
Mumbai-Pune Highway, Tal. Maval, Dist. Pune

-----Defendants

SUIT FOR RECOVERY OF Rs. 24,00,000/-
SUIT VALUED AT Rs. 24,00,000/-
SUIT UNDER INDIAN CONTRACT ACT,
1872

The Plaintiffs above named most respectfully states
as under: -

1) **DESCRIPTION OF THE SUIT PROPERTY:-** All that piece and parcel of Building known as 'B Wing' in 'Yash Towers', consisting of Ground Floor meant for Hospital admeasuring 433.004 Sq. Mtrs. (Built Up), First Floor meant for Hospital admeasuring 410.995 Sq. Mtrs. (Built Up), Second Floor meant for Office admeasuring 410.995 Sq. Mtrs. (Built Up), Third Floor meant for Office admeasuring 410.995 Sq. Mtrs. (Built Up), Fourth Floor meant for Office admeasuring 407.699 Sq. Mtrs. (Built Up), Fifth Floor meant for Office admeasuring 407.699 Sq. Mtrs. (Built Up) along with Basement Go-down (1,2,3) admeasuring 78.76 Sq. Mtrs (Built Up) and Basement Parking admeasuring 354.24 Sq. Mtr., constructed on the properties bearing C.T.S. No. 4437, 4438, 4438/1 to 4438/10, having Sry. No.50/5A/1A and Sry. No.50/5A/1C situated at Village Akurdi, Tal. Haveli, Dist. Pune, within the limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli, Pune and the said property is bounded as under:-

On or towards East :- By Mumbai-Pune Road.
On or towards West :- By Road
On or towards South :- By CTS No.4436
On or towards North :- By Road



- 2) The Plaintiffs say that the Plaintiff No.1 is a Limited Liability Partnership registered under the provisions of the Limited Liability Partnership Act, 2008, under the name and style of Kalbhor Construction LLP having its Registered Office on the aforesaid address and the Plaintiff No.1 is dealing in the business of building construction and owns various immovable properties at Pimpri, Chinchwad and Akurdi, Pune and the Plaintiff No.2 and 3 are the Partners of the said LLP Firm who has dealt with suit transaction.
- 3) The Plaintiffs say that the Defendant No.1 Dr. Amit Wagh Neurostar Hospital Pvt. Ltd. is a Private Limited Company incorporated under the provisions of Companies Act, 2013 and the Defendant No.2 and 3 are medical practitioners and they are the directors of the Defendant No.1 Company.
- 4) The Plaintiffs say that the Suit Property described in Para No.1 above was owned by the Plaintiff No.1 LLP. The Plaintiff No.1 LLP was desirous of selling the Suit Property and having come to know about the same and the Suit Property being suitable for running Hospital, the Defendants approached the Plaintiffs to purchase the Suit Property and upon negotiations and discussions between the Plaintiffs and the Defendants, the Plaintiffs agreed to sell the Suit Property to Defendants at or for a total consideration of Rs.20,00,00,000/- (Rupees Twenty Crore Only).
- 5) The Plaintiffs say that thereafter, the Plaintiffs executed the Agreement to Sell dated 20/08/2020 in respect of the Suit Property, which is registered in the Office of Sub-Registrar Haveli No.5, Pune at Srl. No.3592/2020 on 21/08/2020 in favour of the Defendants.
- 6) The Plaintiffs say that as per the terms and conditions of the said Agreement to Sell dated 20/08/2020 the Defendants agreed to pay the entire consideration as mentioned in Clause No.2 of Particulars of Consideration of the said Agreement to



Sell dated 20/08/2020 and the Plaintiffs agreed to execute the Sale Deed of the Suit Property within three months as mentioned therein.

7) The Plaintiffs say that thereafter, the Plaintiffs executed the Sale Deed dated 19/11/2020 of the Suit Property as per the terms and conditions of the said Agreement to Sell dated 20/08/2020 in favour of the Defendants, which Sale Deed is registered in the Office of Sub-Registrar Haveli No.24, Pune at Srl. No.12843/2020.

8) The Plaintiff says that as per the terms and conditions of Clause (2) of the said Sale Deed dated 19/11/2020, out of the total consideration of the Suit Property of Rs.20,00,00,000/- (Rupees Twenty Crore Only), the Defendants paid a sum of Rs.19,16,00,000/- (Rupees Nineteen Crores Sixteen Lakhs Only) to the Plaintiffs and the Defendants had issued the Cheque dated 19/11/2020 bearing No.548188 drawn on Bank of India, Karve Road Branch, Pune towards the payment of balance consideration of Rs.84,00,000/- (Rupees Eighty Four Lakhs Only).

9) The Plaintiffs say that the Plaintiffs deposited the said Cheque dated 19/11/2020 bearing No.548188 drawn on Bank of India, Karve Road Branch, Pune of Rs.84,00,000/- (Rupees Eighty Four Lakhs Only) in its Bank of Maharashtra, Akurdi Branch, Pune on 13/01/2021. However, the said Cheque was dishonoured by the said Bank of the Defendants for the reason 'insufficient funds'. Accordingly, the Plaintiff's Bank has received the Cheque Return Memo in respect of the said Cheque.

10) The Plaintiffs say that, it was revealed to the Plaintiffs that out of the said balance consideration of Rs.84,00,000/- (Rupees Eighty Four Lakhs Only) of the Suit Property as per the said Sale Deed dated 19/11/2020, the Defendants had already despite a sum of Rs.60,00,000/- (Rupees Sixty Lakhs Only) to the Plaintiffs on 15/12/2020 vide RTGS. Hence, the Plaintiff did not file the Criminal Complaint U/s.138 of the

N.I. Act against the Defendants. As the Defendants failed to pay the balance consideration of Rs.24,00,000/- (Rupees Twenty Four Lakhs Only) to the Plaintiffs towards the said Sale Transaction the Plaintiffs have filed the present Suit.

- 11) The Plaintiffs say that, the Defendants are not ready and willing to pay the balance consideration Rs.24,00,000/- (Rupees Twenty Four Lakhs Only) as mentioned in the said Sale Deed. It is therefore necessary to keep a charge of the said amount on the suit property in respect of the unpaid price of Rs.24,00,000/- (Rupees Twenty Four Lakhs Only) of the suit property. Hence, this suit.

12) Particulars of Suit Claim :-

- A) Rs.24,00,000/- Unpaid Price of the Suit Property as per the said Sale Deed dated 19/11/2020 due from the Defendant to Plaintiff.

Rs.24,00,000/- Total Amount due from Defendant to Plaintiffs (Rupees Twenty Four Lakhs Only)

- 13) That the cause of action for the Suit firstly arose when the Plaintiffs executed the Agreement to Sell dated 20/08/2020 and the Sale Deed dated 19/11/2020 in favour of the Defendant. Thereafter, when the said Cheque dated 19/11/2020 bearing No.548188 drawn on Bank of India, Karve Road Branch, Pune of Rs.84,00,000/- (Rupees Eighty Four Lakhs Only) was dishonoured, thereafter, the Defendants paid the part amount of Rs.60,00,000/- (Rupees Sixty Lakhs Only) to the Plaintiffs on 15/12/2020 vide RTGS, thereafter when, the Defendants failed to pay the balance consideration of Rs.24,00,000/- (Rupees Twenty Four Lakhs

Only) to the Plaintiffs towards the said Sale Transaction and thereafter it has been arising day to day.

14) That the Suit property is situated within the Jurisdiction of this Hon'ble Court, the Plaintiffs and the Defendants are residing within the Jurisdiction of this Hon'ble Court, the transaction of the Sale Deed and cause of action of the suit arose within the Jurisdiction of this Hon'ble Court. Hence this Hon'ble Court has Jurisdiction to try, entertain and decide the present suit.

15) That the Suit is valued at Rs.24,00,000/- as the relief is sought for the recovery of unpaid price and compensation and proper ad-valorem court fee is paid thereon.

16) That the Suit of the Plaintiffs is well within limitation.

17) The Plaintiffs therefore pray that:-

A) The Suit of the Plaintiffs may be decreed with cost.

B) The Defendants may be ordered to pay a sum of Rs.24,00,000/- (Rupees Twenty Four Lakhs Only) to the Plaintiffs as mentioned in Para No.10 above and decree may be drawn accordingly.

C) The Defendants may be ordered to pay future interest @ 18% p.a. on the Decretal amount till its realisation to the Plaintiff.

D) The charge of the Decretal Amount may be kept on the Suit Property.

E) The Cost of this Suit may be awarded to the Plaintiffs from the Defendants.

F) Any other order may be passed in the interest of Justice.

Pune.
Dated: 18/03/2023

Plaintiff No.2 for himself
& as Partner of the Plaintiff No.1

Plaintiff No.3 for himself
& as Partner of the Plaintiff No.1

Adv. for Plaintiffs

VERIFICATION

I, Mr. Dhananjay Vitthal Kalbhor Age: 50 years, Occ.: Business, R/at: Tuljai Vasti, Akurdi, Tal. Haveli, Dist. Pune 411035 the Plaintiff No.2 above named do hereby state on solemn affirmation that the above contents are true and correct to the best of my knowledge, belief and information and I have signed this at Pune on the above mentioned date.

Plaintiff No.2

**IN THE COURT OF HON'BLE CIVIL JUDGE SENIOR
DIVISION, PUNE AT PUNE**

Spl. Civil Suit No. 788/2023

Kalbhor Construction LLP and Others

.....Plaintiff

Versus

**Dr. Amit Wagh Neurostar Hospital Pvt. Ltd.
and Others**

.....Defendants

**The List of documents filed on behalf of the Plaintiffs as
under:-**

- 1) Copy of Sale Deed dated 19/11/2020.
- 2) Copy of Agreement to Sell dated 20/08/2020.
- 3) Copy of Bank Statement of Bank of Maharashtra, Akurdi
Branch, Pune of the Plaintiff

Pune.

Dated: 18 /03/2023

Adv. for Plaintiff