

IN THE COURT OF J JUNIOR CIVIL JUDGE: CITY CIVIL COURT:
AT HYDERABAD.

O.S.NO.3287 OF 2009

BETWEEN:

1. Syed Javed, S/o. S.A.Gani
Aged about 40 years, Occ: Business

2. Syed Khalid, S/o. S.A.Gani
Aged about 33 years, Occ: Business

Both R/o.11-4-414/1, Red Hills, Hyderabad.

... Plaintiffs

A N D

Satish Chandra Modi, S/o.Late Manilal C Modi
Aged about 62 years, Occ: Business
R/o.Plot No.280, Road No.25, Jubilee Hills
Hyderabad.

... Defendant

PLAINT FILED UNDER SEC. 26 r/w ORDER VII RULES 1 OF CPC

CLAIM :SUIT FOR PERPETUAL INIUNCTION

I) DESCRIPTION OF THE PLAINTIFFS :-

The address for the service of summons, notices and process, etc. on to the Plaintiffs is same as shown in the cause and that of his Counsel M/s Sharad Sanghi & Associates, Advocates, 302 Vansh Towers, Maheshnagar Colony, Nampally Station Road, Hyderabad - 1.

II) DESCRIPTION OF THE DEFENDANT:-

The addresses for the service of summons, notices and process, etc. on to the Defendant is same as shown in the cause title.

III. THE PLAINTIFFS SUBMIT AS FOLLOWS:

1. That the 1st Plaintiff is the tenant in respect of Shop No.46 admeasuring 412 sq. ft in the lower ground floor, building of 21st Century Commercial Complex bearing Municipal No.5-8-112 to 173, situated at Nampally, Hyderabad which is hereinafter referred to as the "Schedule-A property". The Plaintiff No.1 has obtained the Schedule-A property in



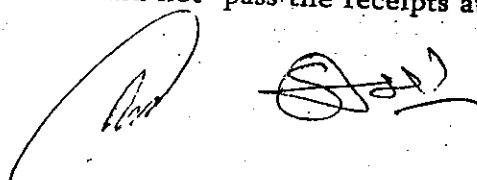
the month of November 2001 on a monthly rent of Rs.2,143/- commencing from 16-10-2001 (it was represented that the said figure of 2143 is auspicious to the defendant herein).

2. It is respectfully submitted that the said rent of Rs.2,143/- has been enhanced from time to time as per the wishes of the Defendant and presently the rent payable is Rs.3,442/-p.m for schedule - "A" property. The plaintiff No.1 herein has set up furniture shop in the name and style of "J.K. Enterprises" and is in peaceful physical possession as on today.

3. It is respectfully submitted that the Plaintiff No.2 has obtained the premises bearing Shop No.39 admeasuring 417 sq.ft. in lower ground floor, building of 21st Century Commercial Complex bearing Municipal No.5-8-112 to 173, situated at Nampally, Hyderabad. which is hereinafter referred to as the "Schedule-B property". The Plaintiff No.2 has obtained the Schedule-B property in the month of November 2001 on a monthly rent of Rs.2,143/- commencing from 16-10-2001. The plaintiff No.2 has set up a furniture shop in the name and style of "S.K. Enterprises" and is in peaceful physical possession of the property as on today.

4. It is respectfully submitted that the said rent of Rs.2,143/- has been enhanced from time to time as per the wishes of the Defendant and presently the rent payable is Rs.3,442/-p.m. for Schedule-B property.

5. It is respectfully submitted that it is the practice of the landlord that whenever he thinks fit, he used to come down at the premises of both the Plaintiffs and receive the rents but did not pass the receipts at any point of time.



6. It is submitted that the defendant did not come down to receive the rents for the months of March and April, 2009 and hence the plaintiffs have sent the rents through Money Orders, but as the said Money Orders have also been returned with endorsement "refused", thereafter again the plaintiffs have sent the rents through Money Orders for the months of March 2009 to July 2009 on 13-07-2009. The fate of the said Money Orders have to be known to the plaintiffs.

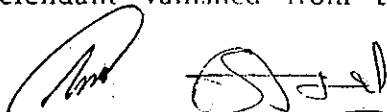
7. It is respectfully submitted that for convenience, as the Plaintiffs 1 and 2, both are brothers, are paying rents in common for convenience, but no receipts are being issued by the Defendant herein although the premises are separate and tenancies are separate so as the tenancies.

8. It is respectfully submitted that both the premises are governed by A.P. Rent Control Act.

9. It is submitted that the Defendant herein every now and then come to the suit scheduled property and disturbing the peaceful physical possession of the Plaintiffs in respect of their respective properties.

10. It is respectfully submitted that as both the Plaintiffs are brothers, mutually they are doing the business in their respective premises.

11. It is respectfully submitted that the Defendant herein came to the suit scheduled property along with 10 to 15 anti social elements on 11-07-09 and tried to dispossess the Plaintiffs from their respective properties by throwing the goods on the roads, but due to the timely intervention of the neighbours and well-wishers, the Defendant could not succeed. However, the Defendant vanished from the scene threatening the



Plaintiffs that they will again come down within a week and dispossess the Plaintiffs from the suit scheduled property. The Plaintiffs tried to lodge a complaint before the concerned police. But the concerned police are not giving any help to the Plaintiffs on the pretext that the suit is of civil nature.

12. The Plaintiffs submit that they have not filed any suit or proceedings in any court of law including the Hon'ble High Court of AP for the same relief now sought for in this suit.

IV. CAUSE OF ACTION:

The cause of action for filing the present suit arose on 11-07-09 when the Defendant along with unsocial elements tried to dispossess the Plaintiffs from their suit scheduled property.

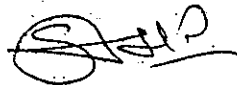
V. JURISDICTION:

This Hon'ble Court has territorial jurisdiction to try the case as the suit schedule property is situated within the jurisdiction of this Hon'ble Court.

VI. VALUATION:

1. The suit is valued in respect of Schedule - A property under Sec.40 (d) of A.P.C.F. & S.V. Act at Rs.41,304/- as the rent is Rs.3,442/- p.m. and a court fee of Rs. 2146/- is paid.

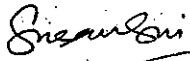
2. The suit is valued in respect of Schedule-B property under Sec. 40 (d) of A.P.C.F. & S.V. Act at Rs.41,304/- as the rent is Rs.3,442/- p.m. and a court fee of Rs. 2146/- is paid and thus a total amount of Rs. 4292/- is paid.

PRAYER

Therefore, it is prayed that this Hon'ble Court may be pleased to pass judgment and decree in favour of the Plaintiffs, their agreement holders, any person claiming through them against the Defendant in the following manner.

- a) Grant perpetual injunction restraining the Defendant, his henchmen, Agreement Holders, Power of Attorney or any person claiming through him from interfering with the peaceful physical possession of the plaintiffs in respect of the suit schedule property i.e. "A" and "B" schedule properties in any manner;
- b) Costs of the suit may be awarded; and
- c) Any other relief or reliefs to which the Plaintiffs are entitled to may also be granted.

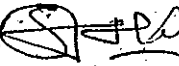


COUNSEL FOR PLAINTIFFS

1.



2.



PLAINTIFFS

VERIFICATION

We, (1) Syed Javed, (2) Syed Khalid do hereby verify and declare that the facts stated in the plaint are true and correct to the best of our knowledge, belief and information. Hence, verified on this the 13th day of July, 2009 at Hyderabad.

1.



2.



PLAINTIFFS

SCHEDULE - "A" PROPERTY

All that part and parcel of portion of Shop bearing No.46 admeasuring 412 sq.ft. situated at lower Ground Floor, 21st Century Commercial Complex bearing Premises No.5-8-112 to 173, Nampally, Hyderabad, bounded by :

NORTH : Passage
 SOUTH : Shop No.47
 EAST : passage
 WEST : Shop No.39

SCHEDULE - "B" PROPERTY

All that part and parcel of portion of Shop bearing No.39 admeasuring 417 sq.ft. situated at lower Ground Floor, 21st Century Commercial Complex bearing Premises No.5-8-112 to 173, Nampally, Hyderabad, bounded by :

NORTH : Passage
 SOUTH : Shop No.38
 EAST : Passage
 WEST : Shop No. 46

VERIFICATION

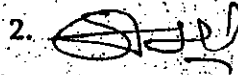
We, 1) Syed Javed,, 2) Syed Khalid do hereby verify and declare that the description of property given above is true and correct to the best of our knowledge, belief and information. Hence, verified on this the day of April 2009 at Hyderabad.

1. 2. 

PLAINTIFFS

LIST OF DOCUMENTS

S.No.	Date	Parties to the suit	Description of document
1.	23-04-09	Parties herein	M.O. Receipt for schedule - A Property.
2.	23-04-09	Parties herein	M.O. Receipt for schedule - B Property.
3.	10-07-09	Plaintiff No.1	Renewal of municipal licence For J.K. Enterprises.
4.	10-07-09	Plaintiff No. 2	Renewal of municipal licence For S.K. Enterprises.
5.	10-07-09	Plaintiff No. 1	Trade licence for schedule "A"
6.	10-07-09	Plaintiff No. 2	Trade licence for schedule "B"
7.	-		Photograph
8.			Photograph

PLAINTIFFS.

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

O.S.No. 3287 OF 2009

BETWEEN :

Syed Javed & another

...plaintiff

AND

Satish Chandra Modi

....Defendant

PLAINT FILED UNDER SEC. 26
r/w. ORDER VII RULE 1 OF CPC

Claim : Suit for perpetual injunction.

FILED ON :

FILED BY :

M/s. Sharad Sanghi & Associates,
Advocates,
302, Vansh Towers,
Mahesh Nagar Colony,
Nampally Station Road,
Hyderabad
Counsel for Plaintiffs

Amended