

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

O.S.NO. 3287 OF 2009

Between:

Syed Javed and another ... Plaintiffs

And

Satish Chandra Modi Defendant

WRITTEN STATEMENT OF DEFENDANT

The Defendant humbly submits as follows:

1. All the adverse allegations contained in the plaint are denied and if any allegations are not specifically denied should not be deemed to have been admitted.
2. This Defendant submits the suit as filed by the Plaintiff for injunction restraining me from interfering with the alleged peaceful possession and enjoyment of the suit schedule properties is not maintainable either in law or on facts hence liable to be dismissed in limini.
3. Paras I and II being formal does not need any reply.
4. With regard to para No.III (1) the Defendant denies that the Plaintiff is the tenant in respect of Shop No.46 admeasuring 412 Sft., in the lower ground floor in the building known as "21st Century Commercial Complex" bearing M.No.5-8-112 to 173, situated at Nampally, Hyderabad. It is further denied that the Plaintiff obtained Schedule-A property on rent in the month of November 2001 at Rs.2143/- commencing from 16.10.2001 from the Defendant is absolutely false and hence denied.
5. With regard to para No.2 the Defendant submits that the contention of the Plaintiff that the said rent was enhanced from Rs.2143/- from time to time and the present rent is Rs.3042/- per month for schedule-A property and that the Plaintiff set up a furniture shop in the name and style of J.K. Entepriises and that the Plaintiff is in peaceful physical possession as on today is false and hence denied.
6. With reply to para No.3 of the plaint, that the contention of the Plaintiff No.2 that he obtained shop bearing No.39 admeasuring 417 sq.ft. in the lower ground floor building of 21st Century Commercial complex bearing M.No.5-8-112

to 173 at Nampally, Hyderabad is false, hence denied. The further contention of the Plaintiff No.2 that he has obtained the schedule-B property in the month of November 2001 on a monthly rent of Rs.2143/- commencing from 16.10.2001 or that the Plaintiff has set up a furniture shop in the name and style of J.K.Enterprises and he is in peaceful physical possession of the property are absolutely false and hence denied.

7. With reply to para No.4 of the plaint, that the contention of the Plaintiff No.2 that the said rent of Rs.2143/- has been enhanced from time to time as per the wishes of this Defendant and that the present rent is Rs.3442/- is absolutely false and hence denied.

8. In reply to para No.5 of the plaint, the further contention of the Plaintiff that it is the practice of the landlord whenever he thinks fit and he used to come down at the premises of the Plaintiff No.1 and 2 and receive rents but did not pass the receipts is absolutely false and concocted for the purpose of filing the present suit.

9. In reply to para No.6 of the plaint, the contention of the Plaintiff that this Defendant did not come down to receive the rents for the months of March and April 2009 is false hence denied. The further contention of the Plaintiff that they have sent the rents through money orders but the said money orders also being returned with the endorsement refused, or that thereafter again the Plaintiffs have sent the some monies purported to be rents through M.O. for the months of March 2009 to July 2009 on 13.07.2009 is not disputed but it is respectfully submitted that the Plaintiffs have no right to send the monies purported to be rents through M.O. as they are not at all the tenants of the suit schedule property and as they are only trespassers in the suit schedule property.

10. With reply to para No.7 of the plaint, the contention of the Plaintiffs that they have been paying rents in common for convenience but no receipts are being issued by the Defendant is false and hence denied.

11. With reply to para No.8 it is not disputed that the suit schedule premises are governed by A.P. Rent Control Act.

12. With reply to para Nos.9 to 11 of the plaint, the Defendant respectfully submits that he is not the landlord of the suit schedule property and he has got nothing to do with the suit schedule property in his individual capacity. The Defendant submits in fact, the suit schedule property belongs to a Trust by name M.C.Modi Discretionary Trust. The Plaintiff No.1 and 2 have obtained six

mulgies bearing Nos.37 to 39 and 46 to 48 situated at 21st Century Commercial Complex, Nampally, Hyderabad from the Trust under a Lease Agreement dated 8th day of October 1998. The Defendant submits the schedule property is also part and parcel of the above shops under the Lease Agreement dated 8th day of October 1998. The Plaintiff No.1 obtained three shops bearing Nos.39, 46 and 47 on a monthly rent of Rs.5250/- comprising of 3250/- and Rs.2000/- towards amenity charges. Similarly, the Plaintiff No.2 obtained another 3 shops bearing Nos.37, 38 & 48 admeasuring 1125 Sft. on a monthly rent of 5250/- comprising of Rs.3250/ towards rent and Rs.2000/- towards amenity charges. Under the above said two lease agreements, the lease period is for three years commencing October 1st 1998. The Defendant further submits the Plaintiff No.1 and 2 after the completion of the above said three years period have vacated all the six shops obtained under the above said Lease Agreement and handed over the possession of the all the six shops to the M.C.Modi Discretionary Trust vide their letter dated 14th October 2001. The Defendant submits since the above said date, the above said Trust is in peaceful possession and occupation of the all the shops and the Trust kept the above shops under lock and key and using as and when it requires for their own purposes.

13. The Defendant further submits the Plaintiff No.1 taking advantage of the situation, on 02.04.2009 broke open the locks of the shops bearing No.39 and 46 and occupied the said shops illegally. The Defendant submits that the Trust immediately filed a Private Complaint vide C.C.S.R.No. 881 of 2009 on the file of the XII Addl. Chief Metropolitan Magistrate at Nampally for referring the complaint to the P.S.Nampally for investigation and filing report into the said court and the said complaint was referred to P.S.Nampally for investigation and filing a Report. The Defendant having come to know about the filing of the above said complaint, the Plaintiffs herein filed the above said suit on all false and baseless allegations and obtained exparte injunction.

14. The Defendant submits that the Plaintiffs are not at all the tenants of the suit schedule property and they are only trespassers of the suit schedule property and the documents filed by the Plaintiffs are created for the purpose of filing of the suit and the Plaintiffs approached this Hon'ble Court with unclean hands by suppressing the true facts. It is also pertinent to mention here the Plaintiffs are not paying any rents and they are continuing in the premises without paying a single pie to the Trust.

In view of the above facts, the Plaintiffs are not entitled to any relief muchless the equitable relief of injunction as they have approached this Hon'ble Court by suppressing the material facts and on the basis of fabricated documents. Hence the suit for injunction is liable to be dismissed.

Therefore, it is prayed that this Hon'ble Court may be pleased to dismiss suit with exemplary costs.

COUNSEL FOR DEFENDANT

DEFENDANT

VERIFICATION

I, Satish Chandra Modi S/o late Sri Manilal C.Modi, aged 62 years, occ: Business, R/o Plot No.280, Road No.25, Jubilee Hills, Hyderabad, do hereby verify that the facts stated above are true and correct to the best of my knowledge and belief. Hence verified at Hyderabad on this the 14th day of September, 2009.

HYDERABAD

DATE: 14.09.2009

DEFENDANT

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WRITTEN STATEMENT OF
DEFENDANT

Filed on: 14.09.2009

Filed by:

Sri C.BALAGOPAL
Advocate

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