

IN THE COURT OF THE XX JUNIOR CIVIL JUDGE, CITY CIVIL COURT, HYDERABAD.

Thursday the 04th day of May, 2017

Present:- Sri. B. SRINIVASULU
XX Junior Civil Judge,
City Civil Court, Hyderabad.

I.A.NO.601 OF 2016
IN
O.S. No.3180 of 2016

Between:

Ms. Sajda Sultana, D/o.Abdul Razak,
Age:29 years, Occ:Business,
M/s.Protos 3rd Floor 309 & 310-B Methodist Complex,
Chirag Ali Lane, Abids, Hyderabad.

...PLAINTIFF

And

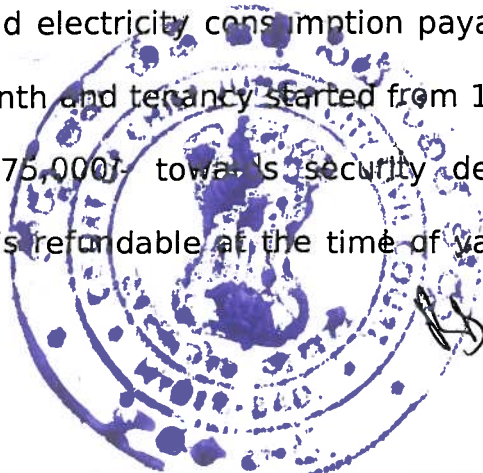
1. M/s.Modi Builders Methodist Complex partnership firm,
Office at 5-4-1487/3&4 M.G. Road Secunderabad,
2. Sri Siham Modi S/o. Sri Satish Modi
Age:47 years, Occ:Business,
R/o.At 5-4-187/3&4 M.G. Road Secunderabad.
3.Suresh Bajaj S/o.Late Paramanand Bajaj
Age:60 years, Occ:Business,
R/o.at 5-4-187/3&4 M.G. Road,
Secunderabad.

..DEFENDANTS.

This petition is coming on before me for final hearing in the presence of Sri Nageshwer Pujari, advocate for the Plaintiff and Sri C. Balagopal, Advocate for the Defendants after hearing the arguments of both sides and having been stood over for consideration, till this day, this court delivered the following:-

JUDGMENT

1. The petition is filed U/o.39 Rule 1 and 2 to grant ex-parte injunction.
2. As per the averments of the petition petitioner is tenant of the suit premises and running training institute under the name and style of M/s.Protos under lease agreement along with amenities on 26-03-2016 on monthly rent of Rs.12,000/- per month exclusive of water and electricity consumption payable on or before 07th day of each month and tenancy started from 1st of every month. Petitioner paid Rs.75,000/- towards security deposit, the security deposit amount is refundable at the time of vacating the premises without

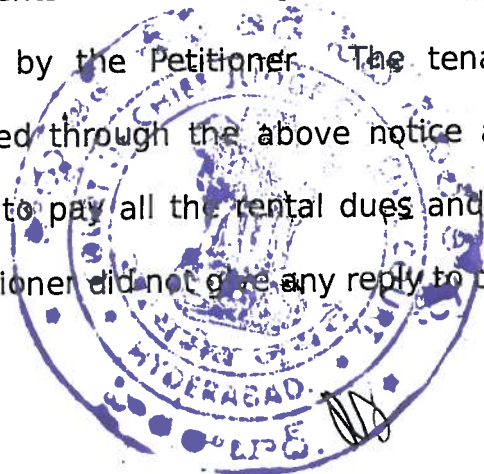


CERTIFIED PHOTOCOPY

interest and shall pay increase rent of 15% existing rent on existing amount every three years. The lease agreement is terminable by 6 months' notice.

3. In the month of September the respondents and some other people came to his training institution and they demanded to vacate the suit schedule premises and enhance of rent of Rs.40,000/-Per month and extra deposit amount i.e Rs.1,00,000/- then she requested respondent and their supporters, already as per the lease agreement he had paid Rs.75,000/- as security deposit. And she invested Rs.10.00 lacs to Rs.15.00 lacs for developing the business in the premises. Hence this suit for perpetual injunction and this petition for temporary injunction.

4. Counter affidavit filed by Respondent-1 mainly pleads that petitioner paid an aggregate sum of Rs.72,000/- at irregular intervals. After giving credit to the said amount the Petitioner is not due and payable a sum of Rs.96,000/- as on 1st November, 2016 and further sum of Rs.25,200/- towards service tax aggregating to a sum of Rs.1,21,200/-. The petitioner not paid Service Tax from the inception of the tenancy. In spite of repeated demands the petitioner has failed to pay the arrears of rent and other amounts due. The Respondents issued a notice Dt:4-11-2016 and the same was received by the Petitioner. The tenancy of the petitioner was terminated through the above notice and also the petitioner was directed to pay all the rental dues and General amenities charges. The Petitioner did not give any reply to the said notice.



5. Respondents has filed a suit for eviction and recovery of arrears of rents and future mesne profits against the petitioner vide O.S.No.1232 of 2016 on the file of 1st Senior Civil Judge, CCC, Hyderabad . The petitioner has approached the court by suppressing facts. In the counter admitted that petitioner has paid a security deposit of Rs.75,000/-and the same is acknowledged through bank endorsement as the transactions are through bank endorsements, hence the question of issuing receipts does not arise.

6. Heard both .

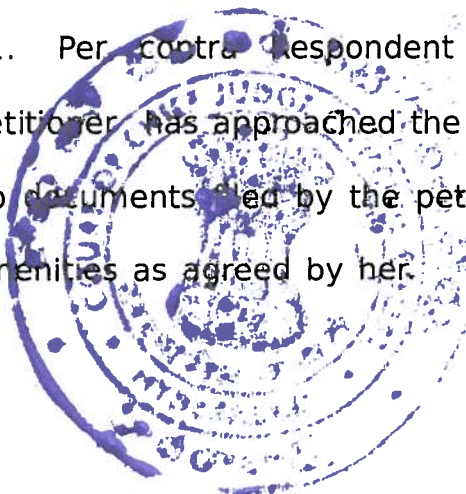
7. During enquiry on behalf of the petitioners Ex.P-1 to P-4 are marked. On behalf of the Respondents Ex.R-1 and R-2 are marked.

8. Point for consideration whether petitioner is entitled for temporary injunction as prayed for till disposal of the main suit?

9. The learned counsel for petitioner has argued that the petitioner is entitled for temporary injunction as she is in possession over the suit schedule property as tenant. Petitioner cannot be evicted without following due process of law.

10. In the counter affidavit also admitted petitioner is tenant. There is jural relationship hence pleads for injunction till disposal of the main suit.

11. Per contra Respondent counsel has vehemently argued petitioner has approached the court by ^{sup}suppressing material facts. No documents filed by the petitioner that she is paying rents and amenities as agreed by her. Eviction suit is filed by respondent



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herein, hence forcible dispossession does not arise. This petition is not maintainable.

12. After hearing both sides this petition is filed to grant temporary injunction . The petitioner has to prove prima facie possession, balance of convenience and irreparable loss in her favour. Petitioner is in possession over the petition schedule property as a tenant which is not disputed by the Respondent. Hence there is jural relationship.

13. During the enquiry the petitioner marked the following documents Ex.P-1 is partnership deed of petitioner with one G. Ramesh. Ex.P-2 is Bank Statement of Accounts which shows Rs.24,000/- and Rs.75,000/- amount credited towards Modi Builders.

14. Ex.P-3 is Lease Agreement subject to objections Ex.P-4 is General amenities agreement. Since both Ex.P-3 and P-4 are unregistered documents. Hence tenancy is month to month.

15. On behalf of the Respondent, Ex.R-1 is plaint in O.S.No.1232 of 2016 for eviction. Ex.R-2 office copy of legal notice Dt:04-11-2016.

16. On perusing the documents of the both parties Respondents has filed eviction suit by giving prior notice to petitioner. Thereafter this petitioner has filed injunction suit.

17. No document filed by the petitioner that she is paying rent.

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without any default. Under Ex.R-1 suit is filed for eviction and recovery of arrears of rents. On perusing bank statement filed by the petitioner only Rs.75,000/- and Rs.24,000/- credited to the Respondent Account and the petitioner failed to pay rents for that suit for eviction and recovery of arrears and the same is evident under Ex.R-1. Eviction suit is earlier one. Only counter blast eviction suit. This petitioner filed suit without any cause of action already due process of law, suit is filed for eviction.

18. Learned counsel for Respondent argued only through due process of law eviction sought and eviction proceedings taken by the respondents through court of law by filing suit earlier to this injunction suit.

19. The petitioner has suppressed the material facts I.e filing of suit by respondent. She approached the court with unclean hands. Injunction is equitable relief besides prima facie possession, balance of convenience and irreparable loss, the conduct of the parties also to be looked. Petitioner failed to pay rents and filed injunction suit in order to avoid, eviction. In the pleadings suit filed by respondent suppressed and also respondents filed eviction suit only through court of law sought for eviction. Hence petition is devoid on merits and accordingly dismissed without costs.

20. IN THE RESULT, the petition is dismissed without costs.

(Dictated to the Personal Assistant, transcribed by her, corrected and pronounced by me in open court on this the 04th day of May, 2017).




**XX JUNIOR CIVL JUDGE,
CITY CIVIL COURT: HYDERABAD.**

CERTIFIED PHOTOCOPY

APPENDIX OF EVIDENCE

Witnesses Examined for

PLAINTIFF
NIL

DEFENDANT
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DOCUMENTS MARKED FOR PLAINTIFF

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M. Venkatesh

**XX JUNIOR CIVIL JUDGE,
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COURT OF THE CHIEF JUDGE
CITY CIVIL COURT HYDERABAD
CENTRAL COPYIST ESTABLISHMENT
C.A. No.....11923/12.....
Application made on.....2/6/12.....
Stamps
Called on.....7/6/12.....
Charges
Stamps
Deposited on.....9/6/12.....
Charges
Charge is a Sum of Rs.....24/5.....
Deposited U/R 203 (2) (1) U/r No.....9609.....
Addl. Stamps Called on.....
Addl. Stamps Deposited on.....
Copy made ready on.....9/6/12.....
Copy Delivered on.....9/6/12.....

M. Venkatesh
SUPERINTENDENT
Central Copyist Establishment
City Civil Court Hyderabad

CERTIFIED TO BE TRUE COPY
M. Venkatesh
**SUPERINTENDENT
CENTRAL COPYING ESST.
CITY CIVIL COURT, HYDERABAD. T.S.**



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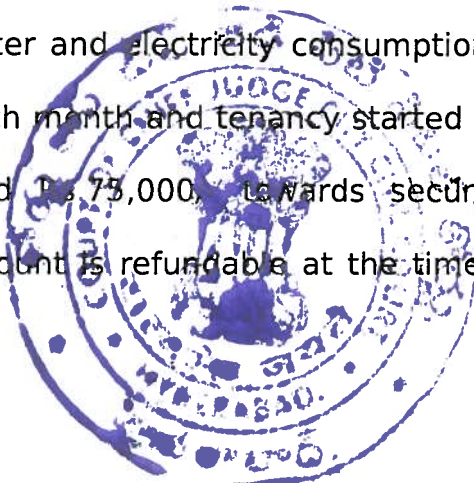
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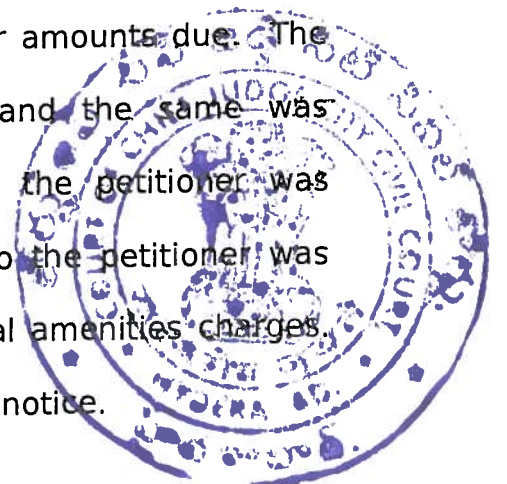


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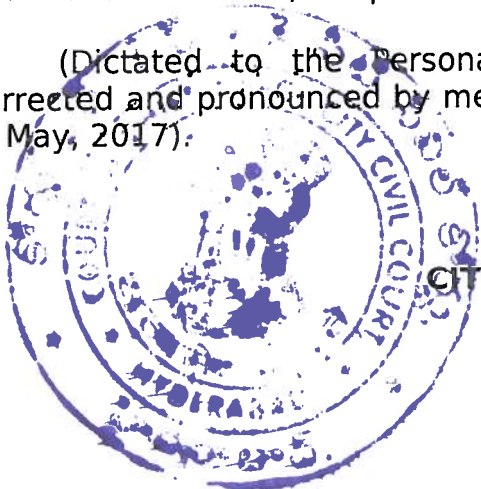
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C. V. Chandramoule (Adv)

COURT OF THE CHIEF JUDGE
CITY CIVIL COURT HYDERABAD
CENTRAL COPYIST ESTABLISHMENT
C.A. No. 11923/17
Application made on 2/6/17
Stamps
Called on 7/6/17
Charges
Stamps
Deposited on 9/6/17
Charges
Charges a Sum of Rs. 24/-
Deposited U/R 203 (a) (1) of No. 9609
Addl. Stamps Called on 9/6/17
Addl. Stamps Deposited on 9/6/17
Copy made ready on 9/6/17
Copy Delivered on 9/6/17

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SUPERINTENDENT
CENTRAL COPYING ESST.
CITY CIVIL COURT, HYDERABAD, T.S.



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City Civil Court Hyderabad