

IN THE COURT OF THE JUNIOR CIVIL JUDGE;
CITY CIVIL COURT AT SECUNDERABAD

Between: O.S.NO. OF 2008

Pramod Chandra Modi S/o late Sri Manilal Modi
aged 60 years, occupation: Business,
R/o 1-B-169, P.G.Road,
Secunderabad.

PLAINTIFF

AND

1. A.P.C.P.D.C.L.
Represented by its Managing Director
Having their Corporate Office at Singareni Bhavan,
Red Hills, Hyderabad.
2. Asst. Divisional Engineer
Operations D.XVII, James Street
City V, Secunderabad.
3. Asst. Accounts Officer
ERO-VI/Paradise
Secunderabad.
4. Sri Radheshyam S/o not known to Plaintiff
aged about 50 years, Proprietor,
M/s.Sailors Inn Restaurant
R/o 19/1, Paigah Colony
S.P.Road, Secunderabad.

DEFENDANTS

PLAINT FILED UNDER SECTION 26 OF C.P.C.
SUIT FOR DECLARATION AND INJUNCTION

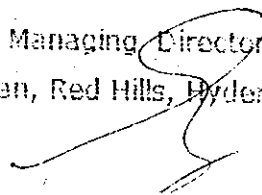
I. Description of the Plaintiff:

Pramod Chandra Modi S/o late Sri Manilal Modi, aged 60 years,
occupation: Business, R/o 1-B-169, P.G.Road, Secunderabad.

The address for service of all notices, summons and process etc. on
the plaintiff is as mentioned above and of his counsel
Sri.C.Balagopal, Smt.Armeerunisa Begum, Sri.K.Vijaya Saradhi,
Sri.C.V.Chandria Mouli and Y. Bisapathy, Advocates, Flat No.103,
Harivillu Apartments: Road No.11. West Marredpally, Secunderabad.

II. Description of the Defendants:

1. A.P.C.P.D.C.L. Represented by its Managing Director, Having their
Corporate Office at Singareni Bhavan, Red Hills, Hyderabad.



2. Asst. Divisional Engineer, Operations D.XVIII, James Street, City V, Secunderabad.
3. Asst. Accounts Officer, ERO-VI/Paralise, Secunderabad.
4. Sri Radheshyam S/o not known to Plaintiff, aged about 50 years, Proprietor, M/s.Sailors Inn Restaurant, R/o 19/1, Paigah Colony, S.P.Road, Secunderabad.

The address for service of all notices, summons and process etc. on the defendants are as mentioned above.

III. Facts of the case:

1. The Plaintiff is the owner of the premises bearing No.1-8-169, P.G.Road, Secunderabad. In the year 1991, one M/s.Sailors Inn Restaurant the 4th Defendant obtained the above premises on lease from the Plaintiff and was running a Restaurant in the said premises. The said tenant vacated the premises in the year 1997 and handed over peaceful possession of the same to the Plaintiff herein and Plaintiff has let out the same to a new tenant.
2. On 26.09.2008 the Plaintiff received a letter from the Defendant No.2 stating that a sum of Rs.3,75,948/- was due from the above said M/s.Sailors Inn Restaurant towards a case booked on 27.3.1993 with regard pilferage of electricity. After receipt of the above said letter on 26.07.2008, the Plaintiff made a representation to the Defendant No.2 vide letter dated 6.8.2008 stating that the dispute is between the old tenant of the plaintiff, i.e., 4th Defendant. As a owner of the suit schedule property the Plaintiff is no way connected with the above said disputes and demanding the above sum under letter dated 26.07.2008 is illegal and the Defendants 1 to 3 have no right to disconnect the electricity supply to the suit schedule property.
3. Subsequently, the Plaintiff contacted the former tenant and the said tenant vide letter dated 18.8.2008 informed the Plaintiff that it has won the case against the Defendants and the Competent court has held that there was no tampering or pilferage of

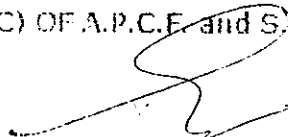
electricity and he is taking steps for the refund of the money he has already paid to the department and also clearly stated that he was not due any amount to the Defendants 1 to 3. Subsequently, again the Plaintiff received a letter from Defendant No.3 stating that an amount of Rs.61,810.05 is due from earlier tenant and pay the same immediately. The officials of the Defendants orally threatened the Plaintiff to pay the above said sum immediately otherwise, electricity supply will be disconnected to the suit schedule property.

4. The Plaintiff respectfully submit that in any event the Plaintiff is no way concerned with the dispute between the Defendants 1 to 3 and the 4th defendant and on the ground of dues from the earlier tenant, the Defendants 1 to 3 cannot disconnect the electricity supply to the suit schedule property. The Plaintiff is regularly paying the bills. Therefore, the Plaintiff is constrained to file the suit for declaration that the notice dated 26.07.2008 and 26.09.2008 as null and void and the proposed action of the disconnection of electricity supply to the suit schedule property is illegal.

IV. Cause of action: The cause of action for the suit arose on 26.07.2008 when the Defendants 1 to 3 issued the notices and on 26.09.2008 when the officials of the Defendant orally threatened to disconnect the power supply to the premises.

V. Jurisdiction: The suit is filed for declaration and injunction and the suit schedule premises is situated in Prenderghast Road, Secunderabad, hence this Hon'ble court has jurisdiction to try the suit.

VI. Court Fee: The prayer no.1 for declaration is valued at Rs.61,810/- which is the amount involved in the letter and a court fee of Rs. _____ is paid herewith; The prayer No.2 for injunction is valued at Rs.5000/- and a court fee of Rs.411/- is paid. Thus, the total value of the suit is Rs.66,810/- and a total court fee of Rs. _____ is paid under section 24 (D) and 26 (C) OF A.P.C.F. and S.V.Act.




VII. Prayer: The plaintiff prays that this Hon'ble court be pleased to pass a Judgement and Decree in favour of the plaintiff and against the defendants granting the following reliefs:-

- a) To declare that the notices dated 26.07.2008 and 26.09.2008 issued by the Defendants 1 to 3 as null and void;
- b) Consequently grant injunction restraining the Defendants from disconnecting electricity supply to the suit schedule property;
- c) grant the costs of the suit.
- d) and to pass such other relief or reliefs as are just and necessary in the circumstances of the case.

Counsel for Plaintiff
SECUNDERABAD

Date: 29-09-2008



PLAINTIFF

VERIFICATION

I, the Plaintiff above named, do hereby declare that the facts stated above are true and correct to the best of my knowledge, hence verified.

SECUNDERABAD
Date: 29-09-2008



PLAINTIFF

SCHEDULE OF PROPERTY

All that premises bearing No. 1-8-169, situated at Prenderghast Road, Secunderabad.

SECUNDERABAD
Date: 29-09-2008



PLAINTIFF

VERIFICATION

I, the Plaintiff above named, do hereby verify that the above schedule of property is true and correct. hence verified.

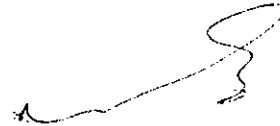
SECUNDERABAD
Date: 29-09-2008



PLAINTIFF

LIST OF DOCUMENTS

<u>Sl.No.</u>	<u>Date</u>	<u>Parties</u>	<u>Description of Document</u>
01.	26.07.2008	Def.2-Plaintiff	Notice
02.	6.8.2008	Plaintiff-Def.2	Reply of Plaintiff
03.	26.09.2008	Def.3-Plaintiff	Notice



SECUNDERABAD
Date: 29-09-2008

PLAINTIFF

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

O.S.NO. OF 2008

Between:

Pramod Chandra Modi
... PLAINTIFF

AND

A.P.C.P.D.C.L. & 3 OTHERS
... DEFENDANTS.

PLAINT

FILED UNDER SECTION 26 OF
C.P.C. FOR DECLARATION
AND INJUNCTION

Filed on: 29.09.2008

Filed by: Sri.C.Balagopal
Advocate
103, Harivillu Apartments
Road No.11, West Marredpally,
Secunderabad - 500 026.
Ph: 64570512

In the Court of the

AT _____

No. _____

of 200

5810

Between :

Plaintiff

Petitioner

Complainant

Appellant

Defendent

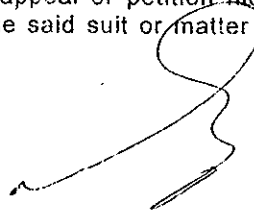
Respondent

Accused

I/We _____

do hereby appoint and retain

Advocate/s to appear for me/us in the above Suit/Appeal/Petition/Case and to conduct and prosecute and defend the same and all proceedings that may be taken in respect of any application for execution of any decree or order passed therein. I/We empower my/our Advocate/s to appear in all miscellaneous proceedings in the above suit or matter till all decrees or order are fully satisfied or adjusted to compromise and obtain the return of Documents and draw any money that might be payable to me/us in the said Suit or matter and I/We do further empower my/our Advocate/s to accept on my/our behalf, service of notice of all or any appeal or petition filed in any Court or appeal Reference or Revision with regard to the said suit or matter before disposal of this same in Honourable Court.



Certified that the executant who is well acquainted with English, read this Vakalatnama that the contents of this Vakalatnama were read out and explained in Urdu /Hindi/Telugu to executant he/she/they being unacquainted with English who appeared perfectly to understand the same and signed or put his/her/their name or mark in my presence.

Identified by : Sri _____

Executed on this the _____ Day of _____ 200

ADVOCATE

In the Court of the _____

AT _____

No. _____ of 200

Between :

Plaintiff
Petitioner
Appellant
Complainant

AND

Defendant
Respondent
Accused

V A K A L A T
ACCEPTED

Filed on :

Filed By :

Advocate for :

Address for Service :

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

I.A. No. _____ of 2008

in

O.S. NO. _____ OF 2008

Between:

Pramod Chandra Modi ... Petitioner/Plaintiff

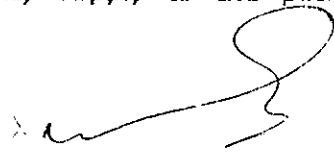
AND

A.P.C.P.D.C.L. & OTHERS ... Respondents/Defendants

AFFIDAVIT

I, Pramod Chandra Modi S/o late Sri Manilal Modi, aged 60 years, occ: Business, R/o 1-8-169, P.G.Road, Secunderabad do hereby state affirm on oath as follows:

1. I am the Petitioner herein and Plaintiff in the main suit and as such I am well acquainted with the facts deposed hereunder.
2. I submit that I am the owner of the premises bearing No.1-8-169, P.G.Road, Secunderabad. In the year 1991, one M/s.Sailors Inn Restaurant the 4th Respondent obtained the above premises on lease from me and was running a Restaurant in the said premises. The said tenant vacated the premises in the year 1997 and handed over peaceful possession of the same to me I let out the same to a new tenant.
3. I submit that on 26.09.2008 I received a letter from the Respondent No.2 stating that a sum of Rs.3.75,948/- was due from the above said M/s.Sailors Inn Restaurant towards a case booked on 27.3.1993 with regard pilferage of electricity. After receipt of the above said letter on 26.07.2008, I made a representation to the Respondent No.2 vide letter dated 6.8.2008 stating that the dispute is between the old tenant of me, i.e., 4th Respondent. As a owner of the petition schedule property I am no way connected with the above said disputes and demanding the above sum under letter dated 26.07.2008 is illegal and the Respondents 1 to 3 have no right to disconnect the electricity supply to the petition schedule property.



4. I submit that subsequently, I contacted the former tenant and the said tenant vide letter dated 18.8.2008 informed me that it has won the case against the Respondents and the Competent court has held that there was no tampering or pilferage of electricity and he is taking steps for the refund of the money he has already paid to the department and also clearly stated that he was not due any amount to the Respondents 1 to 3. Subsequently, again I received a letter from Respondent No.3 stating that an amount of Rs.61,810.05 is due from earlier tenant and pay the same immediately. The officials of the Respondents orally threatened me to pay the above said sum immediately otherwise, electricity supply will be disconnected to the petition schedule property.

6. I submit that the Respondents 1 to 3 have no right to disconnect the electricity supply to the petition schedule property on the ground that the earlier tenant i.e., 4th Respondent is due amounts to Respondents 1 to 3. I submit if the electricity supply to the petition schedule premises is disconnected I will be put to serious loss and hardship.

7. I submit that I have a strong prima facie case and the balance of convenience is lies in my favour and if no interim injunction is granted as prayed for in the petition the very purpose of filing of the suit will be defeated and I will be put to irreparable loss and injury.

I, therefore pray that this Hon'ble Court may be pleased to grant ad-interim injunction restraining Respondents 1 to 3 from disconnecting the electricity supply to the petition schedule property and pass such other order or orders as this Hon'ble Court may deems fit and proper under circumstances of the case.

Sworn and signed before me
On this the 29th day of September 2008
At Secunderabad.

X
DEPONENT

ADVOCATE / SECUNDERABAD