

DECREE IN ORIGINAL SUIT
IN THE COURT OF FIRST SENIOR CIVIL JUDGE, CITY CIVIL COURT
AT HYDERABAD

Dated : This is the 22nd day of June, 2020

Present : Sri K. Jayaram Reddy
I Senior Civil Judge

O.S. No. 1232 of 2016

Between :

M/s Modi Builders Methodist Complex,
Partnership firm rep by its partner Sri.Soham Modi
S/o Late Sri Satish Modi, Having its office at 5-4-187/3&4,
II Floor, Soham Mansion, M.G. Road, Secunderabad

...Plaintiff

AND

Mrs. Sajda Sultana, D/o Abdul Razzak,
Proprietrix, Protos, Carrying on business at 3rd floor,
309 & 310-B, Methodist Complex
Chirag Ali Lane, Abids, Hyderabad-500001

...Defendant

Claim : This suit is filed by the plaintiff under order 7, Rule 1 & 2, r/w Sec. 26 of CPC praying this court to direct the defendant to vacate and handover the peaceful possession of the suit schedule property and to direct the defendant to pay a sum of Rs.50,000/- p.m. towards mesne profits from the date of decree and to direct the defendant to pay sum of Rs.1,21,200/- towards arrears of rents and other charges as detailed above and to award costs and to pass any other relief or reliefs.

Valuation: Suit of the plaintiff for is valued at Rs.1,21,200/- on which a Court fee of Rs.3,726/- is paid U/Sec.20 of APCF and SV Act and for ejectment the suit is valued at Rs.2,88,000/- and paid a Court fee of Rs.5326/- u/s. 40 of APCF and SV Act thus total valuation is Rs.4,09,200/- and total Court fee of Rs.9,052/- is paid at SBH, CCC, Hyderabad.

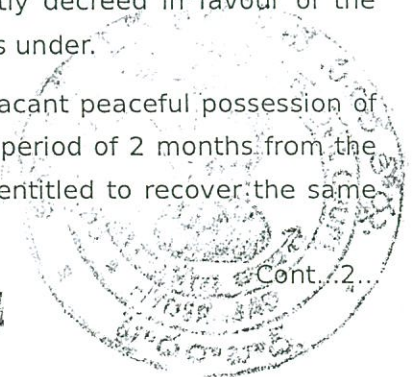
Plaint Filed on:01-12-2016

Plaint numbered on:05-12-2016

This suit is coming on this day before me for final hearing in the presence of Sri. Bala Gopal, Advocate for the plaintiff and that of Sri. T. Laxmi Kanth, Advocate for defendant having been remained exparte and the matter having stood till this day this court doth ordered and decreed as follows:

1. That the suit be and the same is hereby partly decreed in-favour of the plaintiff and against the defendant with costs as under.
2. That the defendant is directed to deliver the vacant peaceful possession of suit schedule property to the plaintiff within a period of 2 months from the date of Judgment failing which the plaintiff is entitled to recover the same by following due process of law.

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3. That the plaintiff shall file a separate application for determination and adjudication of future-mesne profits payable by the defendant to him from the date of filing of the suit till the delivery of possession of the suit schedule property to him by the defendant.
4. The relief of the plaintiff for recovery of arrears of rent of Rs.1,21,000/- is dismissed.
5. That the Defendant do pay a sum of Rs.9,139/- to the plaintiff towards costs of suit.

Given under my hand and the seal of this court on this the 22nd day of June, 2020.

First Senior Civil Judge
City Civil Court, Hyderabad

Memo of Costs

	Plaintiff	Defendant
1. Stamp on plaint	Rs. 9,052=00	Rs. 0=00
2. Stamp on power	Rs. 2=00	Rs. 2=00
3. Pleaders Fee	Rs. 0=00	Rs. 0=00
4. Process Fee	Rs. 35=00	Rs. 0=00
5. Publication Charges	Rs. 0=00	Rs. 0=00
6. Miscellaneous Charges	Rs. 50=00	Rs. 0=00

TOTAL **Rs.9,139=00** **Rs. 2=00**

First Senior Civil Judge
City Civil Court, Hyderabad

SCHEDULE OF PROPERTY

Office space admeasuring 2470 Sqft on the III rd floor bearing flat no.309 and 310 B in the premises known as methodist complex bearing D.No.5-9-189/190, situated at Chirag Ali Lane, Abids, Hyderabad and bounded on the

North by : Open to sky
South by : Common Passage
East by : Office no.308
West by : Open to sky

First Senior Civil Judge
City Civil Court, Hyderabad

Note : The parties should apply as soon as possible for the return of all exhibits which that may wish to preserve as the records will be liable to be destroyed after 3 years from this date as per Rule 9 (1) and as per circular of Chief Justice Hyderabad Dis. No. 4417, dated 21-6-2004.

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CITY CIVIL COURT, HYDERABAD, T.S**

COURT OF THE CHIEF JUDGE
CITY CIVIL COURT HYDERABAD
CENTRAL COPYIST ESTABLISHMENT

C.A. No. 2228/2021
Application made on 16/2/2021
Stamps
Called on 16/2/2021

Charges
Stamps

Deposited on 17/2/2021

Charges

Adv. Fee Stamp of Rs. 54/-
Deposited on 16/2/2021 (A) (1) U/r No. 1609

Adv. Stamp Called on 16/2/2021

Adv. Stamp Deposited on 16/2/2021

Copy made ready on 25/2/2021

Copy Delivered on 25/2/2021

SUPERINTENDENT
Central Copyist Establishment
City Civil Court Hyderabad

IN THE COURT OF THE I SENIOR CIVIL JUDGE: CITY CIVIL COURT : AT
HYDERABAD

PRESENT : K. JAYARAM REDDY, B.Com.,LLB.
I SENIOR CIVIL JUDGE

MONDAY, THIS THE 22nd DAY OF JUNE, 2020

O.S.No. 1232 of 2016

BETWEEN

M/s. Modi Builders Methodist Complex,
Partnership Firm
Rep. by its Partner
Sri Soham Modi, S/o. Late Sri Satish Modi,
Having its Office at 5-4-187/3&4,,
II Floor, Soham Manssion,
M.G.Road, Secunderabad.

.... Plaintiff

And

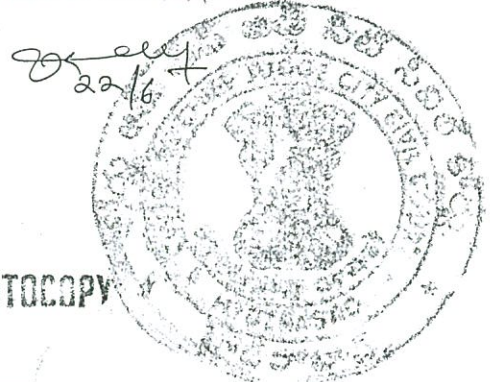
Mrs. Sajda Sultana,
D/o. Abdul Razzak,
proprietrix, PROTOS,
Carrying on business at 3rd floor,
309 & 310-B, Methodist Complex,
Chirag Ali Lane, Abids,
Hyderabad – 500 001.

..... Defendant

This Suit is coming on 26.02.2020 before me for final disposal in the presence of *Sri Bala Gopal*, Counsel for the Plaintiff and Sri T. Laxmi Kanth, counsel for the Defendant, the matter having been heard and stood over for consideration till this day this court delivered the following:

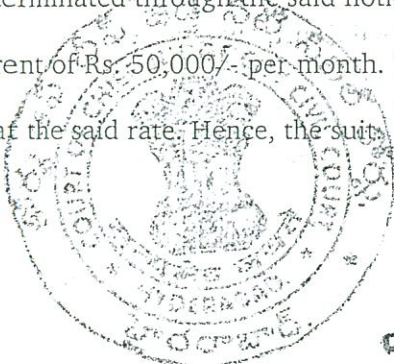
JUDGMENT

This is a suit filed by the plaintiff for Eviction of the Defendant from the suit schedule property, for recovery of arrears of rents and Mesne Profits and for costs.



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2. The brief averments of the the plaint are that, the plaintiff is the sole tenant of the building known as " Methodist Complex ", bearing M.No. 5-9-189/190 , situated at Chirag Ali Lane, Abids, Hyderabad with right to sub-lease the portions of the said premises. The defendant is the tenant of the suit schedule property, portion bearing Nos. 309 and 310 B, III floor admeasuring 2470 sq.ft, under the lease Agreement, dt. 26.03.2016. The defendant has to pay a monthly rent of Rs.12,000/- and he also agreed to pay Rs. 12,000/- per month towards charges of general amenities. There shall be enhancement of @ 15 % at the end of every 3 years on the existing rent. The defendant is carrying on business under the name and style of "PROTOS" as proprietrix of the same. The defendant has to pay an aggregate sum of Rs. 24,000/- from 1st April towards rent and charges for the amenities provided by the plaintiffs. The defendant has to pay an amount of Rs. 3,600/- per month towards service tax @ 15 %. The defendant has paid an aggregate sum of Rs. 72,000/- at irregular intervals. Now the defendant is due and payable a sum of Rs. 96,000/- towards rent and general amenities as on 1st November, 2016 and a further sum of Rs. 25,200/- towards service tax aggregating to a sum of Rs. 1,21,200/-. The defendant has not paid service tax right from the inception of the tenancy. In spite of repeated demands, the defendant has failed to pay the arrears of rents and other amounts due. The plaintiff got issued a notice, dt. 04.11.2016 and the same was received by the defendant. The tenancy of the defendant was terminated through the said notice. The suit schedule property still easily fetch a rent of Rs. 50,000/- per month. The plaintiff is entitled for future Mesne Profits at the said rate. Hence, the suit.

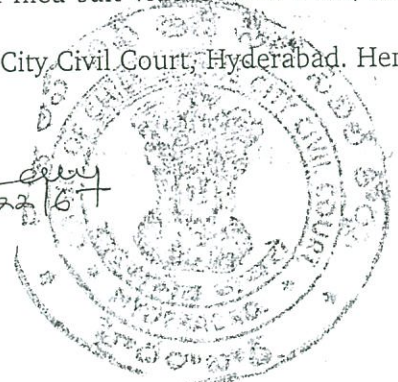


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3. The Defendant filed written statement and admitted that he is the tenant of the suit schedule property. He also admitted that the rent payable at Rs. 12,000/- and amenities charges is Rs. 12,000/- per month, But denied the rest of the allegations of the plaint. The contention of the defendant is that, the defendant has no knowledge with regard to the partnership firm of the plaintiff and the defendant has no knowledge about the plaintiff has entered the tenancy Agreement, dt. 19.04.1988 with the original owner Methodist Church in India. The defendant has paid an amount of Rs. 75,000/- towards the security deposit which is refundable at the time of vacating the premises without interest. The defendant shall pay increased rent of Rs.15 % of existing rent on every 3 years. The lease Agreement is terminable by 6 months. The defendant started renovation of complex premises and invested Rs.12 lakhs for purchase of interior material and the same was intimated to the the plaintiff through the phone. The defendant intimated the plaintiff that after compensating the damage they will pay the rent. The plaintiff agreed and accepted for not paying the rent, assured for settling the issue very soon. There are no amenities furnished by the plaintiff and the building is old. There is no question of paying of Rs.50,000/- per month to that premises. Actually the fair rent is in the locality is low. The plaintiff filed false case against the defendant for eviction without binding on his oral assurances of his e-mail, dt. 29.06.2016. The plaintiff is litigant nature, to harass the defendant and to hide his mistake of assurance filed the false suit. The defendant filed suit vide OS.No. 3180/2016 before the Honorable XX Junior Civil Judge, City Civil Court, Hyderabad. Hence prayed for dismissal of the suit with costs.

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4. Though the defendant filed written statement, as per the Orders of this Court in IA.No. 243/2018, dt. 09.08.2018 the defence of the defendant is struck off in terms of the orders passed by this court in IA.NO. 687/2017, dt. 29.9.2017.

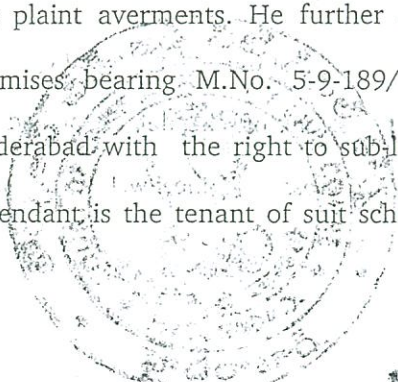
5. During the course of trial the plaintiff is examined as Pw.1 and got marked Exs.A-1 to A-5. No oral evidence is adduced and no document is marked on behalf of the defendant and the defence was struck off. -

6. Heard the counsel for the plaintiff and perused the record. No representation for the defendant hence, the arguments of the defendant are treated as heard.

7. Now the points for consideration is

1. *Whether the plaintiff is entitled is entitled to evict the defendant from the suit schedule property ?*
2. *Whether the plaintiff is entitled for future Mesne Profits @ Rs. 50,000/- from the date of decree ?*
3. *Whether the plaintiff is entitled to recover a sum of Rs. 1,21,000/- towards arrears of rents. ?* -
4. *To what relief ?*

8. The learned counsel for the plaintiff submitted his arguments reiterating the plaint averments. He further argued that; the plaintiff is the tenant of premises bearing M.No. 5-9-189/190, situated at Chirag Ali Lane, Abids, Hyderabad with the right to sublease the portions of the said premises. The defendant is the tenant of suit schedule property as per the lease Agreement,



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dt. 26.03.2016. The defendant has to pay monthly rent @ 12,000/- and also an amount of Rs.12,000/- for general amenities. The defendant had paid an aggregate amount of Rs.72,000/- with irregular intervals in payment of arrears of rents. He further argued that the defence of the defendant was stuck off due to non-compliance of the orders of this court in IA.No. 792/2016. The plaintiff has proved his case with all the relevant documents. Hence, prayed to decree the suit with costs.

9. Point No.1: This court has carefully scrutinized the evidence of Pw.1 who filed the affidavit in lieu of his chief examination reiterating the plaint averments. In view of the written statement and upon consideration of evidence of Pw1, there is no dispute to hold that the defendant is the tenant of suit schedule property. It is also admitted fact that the defendant has to pay rent @ Rs. 12,000/- per month and the defendant shall also pay an amount of Rs.12,000/- towards the general amenities provided by the plaintiff. The evidence of Pw.1 further goes to show that the defendant was irregular in payment of rents and that he was failed to comply the orders of this court in IA.No. 792/2016 for deposit of arrears of rent and to pay the future rent.

10. Besides the oral evidence, the plaintiff has filed Exs.A-1 to A-5. Ex.A-1 is the office copy of legal notice issued by the plaintiff to the defendant to terminate the tenancy. Ex.A-2 is the acknowledgment through which the the legal notice was served to the defendant. Ex.A-3 is the authorization letter in favour of Pw.1 to prosecute the case. Ex.A-4 is the statement of account and Ex.A-5 is the accounts statement extract. Though the defendant filed written statement, the defence of the defendant was struck off vide orders of this court in IA.NO. 243/2018m, in terms of the orders passed by this court in IA.No. 647/2017. Though the defence was struck off the defendant had a chance to cross examine Pw.1, but he never chose to cross examine Pw.1. Thus, the

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evidence of Pw.1 is not shaken and remained unchallenged. In view of the evidence of Pw.1 coupled with Exs.A1 to A5, this court is of the view that the claim of the plaintiff is proved. Therefore, the plaintiff is entitled for eviction of the defendant from the suit schedule property. Accordingly, this point is answered.

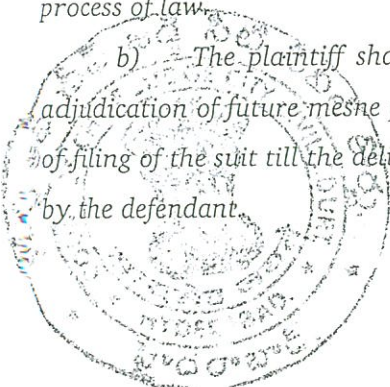
11. Point No. 2: The contention of the plaintiff is the suit schedule property would easily fetch a rent of Rs.50,000/- per month and the defendant is liable to pay future Mesne Profits @ Rs.50,000/- per month from the date of decree. But the plaintiff has to file a separate application for determination and adjudication of future Mesne Profits. Accordingly, this point is answered.

12. Point No. 3: The suit is filed for recovery of Rs. 1,21,000 towards arrears of rent and other charges from July, 2016 to October, 2016. But perusal of the record reveals that the defendant has deposited the said amount for which the plaintiff has filed cheque petition vide IA.No. 27/2019 to withdraw the said amount. Since, the arrears of rent were paid, this point has become infructuous. This point is answered accordingly.

13. Point No. 4: In the result, the suit is partly decreed in favour of the plaintiff and against the defendant with costs as under:

a) *The defendant is directed to deliver the vacant peaceful possession of suit schedule property to the plaintiff within a period of 2 months from the date of Judgment failing which the plaintiff is entitled to recover the same by following due process of law.*

b) *The plaintiff shall file a separate application for determination and adjudication of future mesne profits payable by the defendant to him from the date of filing of the suit till the delivery of possession of the suit schedule property to him by the defendant.*



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c) The relief of the plaintiff for recovery of arrears of rent of Rs. 1,21,000/- is dismissed. -

Dictated to Personal Assistant, transcribed and typed by him, corrected and pronounced by me in the open Court on this the 22nd day of June, 2020.

[Signature]
22/6/20

I SENIOR CIVIL JUDGE,
CITY CIVIL COURT : HYDERABAD.

WITNESSES EXAMINED

FOR PLAINTIFF:
Pw.1: B. Praveen,

FOR DEFENDANT:
Nil

EXHIBITS MARKED

FOR PLAINTIFF:

Ex.A1 Office copy of legal notice , dt. 04.11.2016

Ex.A2 Postal acknowledgement.

Ex.A3 Authorisation Letter, dt. 05.09.2018.

Ex.A4 Statement of account.

Ex.A5 is the accounts statement extract.

FOR DEFENDANT:- -Nil-

[Signature]
22/6/20

I SENIOR CIVIL JUDGE,
CITY CIVIL COURT : HYDERABAD

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COURT OF THE CHIEF JUDGE
CITY CIVIL COURT HYDERABAD
CENTRAL COPYIST ESTABLISHMENT
C.A. No. 2228/2021
Application made on 16/2/2021
Stamps Called on 16/2/2021
Charges
Stamps
Deposition on 17/2/2021
Charges
Sum of Rs. 54/-
Deposited with 202 (A) (1) No. 1689
Addl. Stamps Called on
Addl. Stamps Deposited on 22/2/2021
Copy made ready on 23/2/2021
Copy Delivered on 23/2/2021

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