

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

PRESENT : Smt. M. KIRAN MAHI, B.L., LL.M.
I SENIOR CIVIL JUDGE

MONDAY, THIS THE 29th DAY OF AUGUST, 2022

O.S.No. 709 of 2018

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

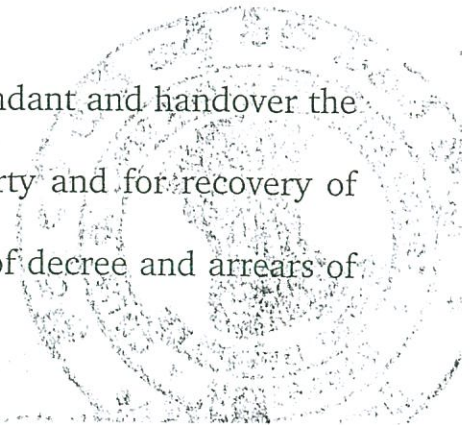
And
Syed Sharfuddin Quadri, S/o. Syed Tajuddin Quadri,
Carrying on business at Shop No. 7,
D.No. 5-9-189/190, Lower Ground Floor,
Methodist Complex, Chirag Ali Lane, Abids, Hyderabad.
Also at
R/o. 23-1-636, Moghalpura, Hyderabad – 500 002.

..... Defendant

This Suit is coming on 24.8.2022 before me for final hearing in the presence of C. Bala Gopal, Counsel for the Plaintiff and the Defendant having been remained exparte and the matter having been stood over till this day for consideration, this Court delivered the following :

J U D G M E N T

This suit is filed by the plaintiff for Eviction of the defendant and handover the vacant physical possession of the suit schedule property and for recovery of Mesne Profits of Rs.30,000/ per month from the date of decree and arrears of maintenance charges of Rs. 3,07,350/ with costs.



2. The brief averments of the plaint are that, plaintiffs company got tenancy Agreement on 19.4.1988 with the original owner Methodist Church in India of the building known as "Methodist Complex" bearing M.No.5-9-189/190, situated at Chirag Ali Lane, Abids, Hyderabad. The clause No.5 (h) of the Lease Agreement gives a right to plaintiff for sub-leasing the suit premises. Defendant approached plaintiff to let out Shop No.7 in the Lower Ground Floor of the said premises admeasuring 650 Sft,(herein after referred as suit schedule property) for a monthly rent of Rs. 7,500/- exclusive of electricity consumption and maintenance charges to association and also with enhanced rent of 20% at the end of every 5 years on the then existing rent. The tenancy started from the month of October 2012 and defendant paid a sum of Rs.39,500/- as refundable deposit. The tenancy is on month to month basis. The defendant was irregular in payments of rents and also issued two cheques in the month of October 2014 towards arrears of rents which were dishonored, and a notice, dated 18.11.2014 was issued and again issued notice dt. 22.8.2015 for payment of rents for the period February 2014 to July 2015 amounting to an arrears of rent of Rs. 1,35,000/-. Defendant is still due and payable an amount of Rs.2,62,500/ and not paid rents from March, 2015 to January 2018 i.e. for a period of 35 months. Plaintiff demanded the payments of rents but the defendant gave a deaf ear and plaintiff got issued a notice dated 21.1.2018, but defendant did not give reply nor made payment. The suit schedule property will easily fetch Rs. 12,500/- per month. Hence, the suit.

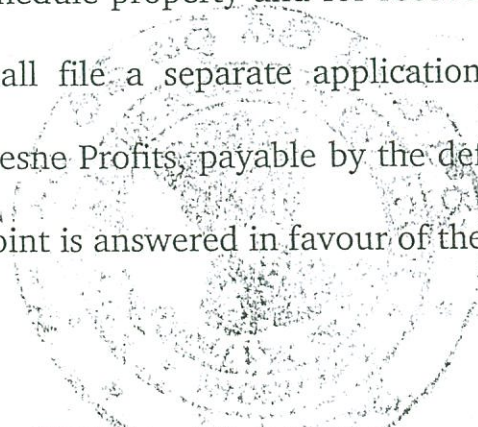
NOTIFIED PHOTOCOPY

D. S. S. S.
28/8/22

3. The defendant having received the summons not appeared before the Court. Hence he is set exparte.
4. During the course of trial, the Plaintiff's Manager are examined as Pw.1 and Pw.2 and got marked Exs.A-1 to A-3. On the other hand, no oral evidence is adduced and no document is marked on behalf of the defendant.
5. Heard the counsel for the plaintiff and perused the record.
6. Now the point for consideration is
 1. *Whether the plaintiff is entitled to seek eviction of the defendant from the suit schedule property, recovery of arrears of rent and maintenance charges and damages (Mesne Profits) as prayed for ?*
 2. *To what relief ?*
7. **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. It has been brought on record through the evidence of Pw.1, the Administration Manager of the plaintiff and he deposed in similar terms of the pleadings. Ex.A1 is the notice issued by the plaintiff to defendant demanding to pay arrears of rent and to vacate suit premises and the same was returned under Ex.A2 as "un-claimed". It shows that the defendant has intentionally avoided service of notice upon him and is aware of the contents of

the notice and this witness got marked CC of Registered Supplement Lease Deed, dt. 22.9.2021 by the Methodist Church in India with the plaintiff partnership firm. Ex.A3 shows the right of the plaintiff to execute a Supplementary Tenancy Deed. Defendant failed to contest the suit and remained exparte. Defendant inspite of knowledge of the proceedings pending before this Court chose not to contest the suit which established that the defendant was the tenant of plaintiff firm and failed to pay the arrears of rents and continued his possession in the suit premises though the tenancy was not extended. Plaintiff under Ex.A1 has terminated the lease with the defendant. The unchallenged evidence of Pw.1 and Pw.2 in corroboration with Exs.A1 to A3 establishes the plea of the plaintiff.

8. The evidence of Pw.1 remained unchallenged as the defendant never chose to proceed with the suit and to cross examine Pw1. Thus, upon consideration of the unchallenged testimony of Pw.1 coupled with Exs.A-1 to A-3 this Court is of the view that the plaintiff is entitled for eviction of the defendant from the suit schedule property and for recovery of arrears of rents as prayed for. The plaintiff shall file a separate application for determination and adjudication of future Mesne Profits payable by the defendant till the date of eviction. Accordingly, this point is answered in favour of the plaintiff and against the defendant.



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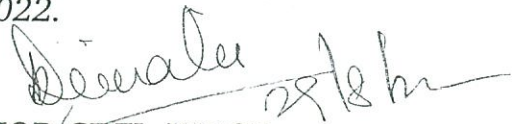
9. **POINT No. 2:** In the result, the suit is decreed in favour of the plaintiff and against the defendant with costs as under:

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

b) The defendant is further directed to pay a sum of Rs.3,07,350/- towards arrears of rents and maintenance charges to the plaintiff in respect of suit schedule property within in a period of two months from today failing which the plaintiff is entitled to recover the same by following due process of law.

c) The plaintiff shall file a separate application for determination and adjudication of damages 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.

Dictated to Personal Assistant, transcribed and typed by him, corrected and pronounced by me on this the 29th day of August, 2022.


I SENIOR CIVIL JUDGE,
CITY CIVIL COURT : HYDERABAD.

WITNESSES EXAMINED

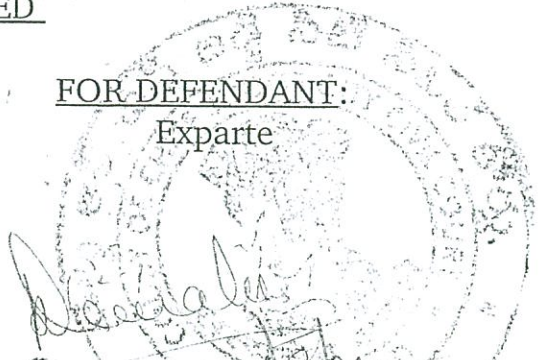
FOR PLAINTIFF:

Pw.1: B. Praveen,

Pw.2: R. Sanjay Kumar

FOR DEFENDANT:

Exparte



EXHIBITS MARKED

FOR PLAINTIFF:

Ex.A-1: is the office copy of notice, dt. 21.01.2018

Ex.A-2: is the postal returned covers.

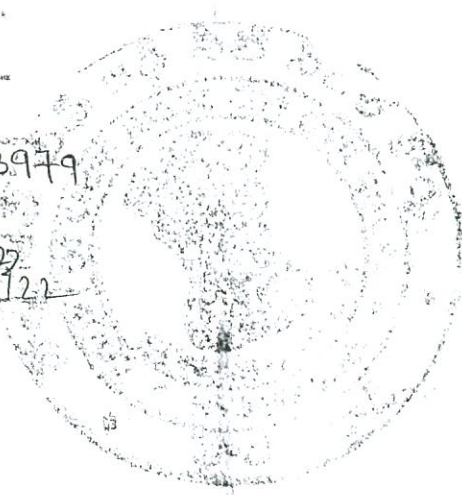
Ex.A3: is the CC of Registered Supplement Lease Deed, document No. 3027 of 2021, dt. 22.09.2021.

FOR DEFENDANT:- -Nil-


I SENIOR CIVIL JUDGE,
CITY CIVIL COURT : HYDERABAD

COURT OF THE CHIEF JUDGE
CITY CIVIL COURT HYDERABAD
CENTRAL COPYIST ESTABLISHMENT
18786/22
Application No. 30/8/22
Status 12/9/22
13/9/22
sul- 13979
15/9/22
15/9/22
Central Copyist Establishment
City Civil Court Hyderabad

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CITY CIVIL COURT, HYDERABAD, T.S



REVENUE QUARTERLY

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O.S. No.709 of 2018

January 2018 and an advalorem court fee of Rs.5,526/- is paid herewith Under Section 20 of A.P.C.F and S.V Act and for the purpose of ejectment the suit is valued at Rs.90,000/- which is the Annual Rental Value and on which court fee of Rs.3,266/- is paid Under Section 40 of A.P.C.F and S.V Act. The total value of the suit is Rs.3,97,350/- and total court fee of Rs.8,792/- is paid herewith vide Bank Challan No.3 dated 23.02.2018 at State Bank of India, City Civil Court Branch, Hyderabad.

Plaint Filed on : 23-02-2018

Plaint numbered on : 02-08-2018

This suit is coming on this day before me for final hearing in the presence of Sri. C. Bala Gopal, Advocate for the plaintiff and 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 of the Plaintiff be and the same is decreed in favour of the plaintiff and against the defendant.
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.
3. That the defendant is further directed to pay a sum of Rs.3,07,350/- towards arrears of rents and maintenance charges to the plaintiff in respect of suit schedule property within a period of 2 months from today failing which the plaintiff is entitled to recover the same by following due process of law.
4. That the plaintiff shall file a separate application for determination and adjudication of damages 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.

Given under my hand and the seal of this court on this the 29th day of August, 2022.



[Signature]
**First Senior Civil Judge
City Civil Court, Hyderabad**

Cont..3

Memo of Costs

	Plaintiff	Defendant
1. Stamp on plaint	Rs. 8,792=00	Rs. ---
2. Stamp on power	Rs. 2=00	Rs. ---
3. Pleadings Fee	Rs. FC & MC Not filed	Rs. FC & MC Not filed
4. Process Fee	Rs. 70=00	Rs. ---
5. Publication Charges	Rs. ---	Rs. ---
6. Miscellaneous Charges	Rs. 100=00	Rs. ---

TOTAL	Rs.8,964=00	Rs. 2=00
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[Signature]
First Senior Civil Judge
City Civil Court, Hyderabad

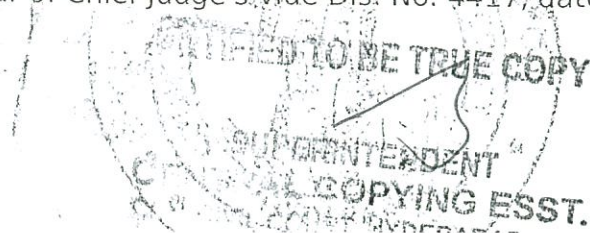
SCHEDULE OF PROPERTY

All that Shop No.7 in the Lower Ground Floor, 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	:	Shop No.7 B
South by	:	Shop No.6
East by	:	Road
West by	:	Passage

[Signature]
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 Judge's vide Dis. No. 4417 dated 21-6-2004.



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

18786/22
30/8/22
Applicant's Name
12/9/22
Scribe's Name

Charges
13/9/22
Status

22-001
541
13979

15/9/22
15/9/22

Central Copyist Establishment
City Civil Court Hyderabad