

C. BALAGOPAL
AMEERUNISA BEGUM
C.V. CHANDRA MOULI
P. VIKRAM KUMAR
ADVOCATES



Flat No. 103,
Suresh Harivillu Apartments,
Road No. 11, West Marredpally,
Secunderabad - 500 026.
Ph : 040-27713451
Cell : 9441782451
9849483379

Regd Post Ack.due

November 04, 2016

To

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

Also at 311 & 312, Methodist Complex
Chirag Ali Lane, Abids
Hyderabad.
Hyderabad - 500001.

Also at IInd Floor, Methodist Complex
Chirag Ali Lane, Abids
Hyderabad.
Hyderabad - 500001.

Under instructions from our clients M/s. Modi Builders Methodist Complex, a partnership firm represented by its Partners Sri Soham Modi S/o Sri Satish Modi, and Suresh Bajaj, we hereby issue the following notice.

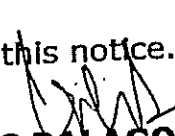
- 1) Our client states that it is the sole tenant of the building known as "Methodist Complex", bearing M.No.5-9-189/190, situated at Chirag Ali Lane, Abids, Hyderabad with right to sub lease the portions of the above said premises. You have approached our client and requested to let out the 3rd floor portion of the said premises admeasuring 2,470 Sft., and after negotiations you have entered into a lease agreement on 26th day of March,2016. As per the terms of the lease agreement you have to pay the monthly rent of Rs.12000/- exclusive of electricity consumption charges and subject to the clause pertaining to the enhancement i.e., @ 15% at the end of every THREE years on the then existing rent. You are carrying on business under the name and style of "PROTOS" as proprietor of the same.

Contd.,2..

- 2) The lease is for a period of 3 years commencing from 1st April 2016. On the same day, you have also entered an Agreement of General Amenities where under you have also agreed to pay a sum of Rs.12,000/- towards charges for general amenities and agree to enhance the charges for amenities @ 15% at the end of every Three year. Thus, you have to pay an aggregate sum of Rs.24,000/- from 1st April 2016 towards rents and charges for the amenities provided by our client. As per the terms of the said Lease Agreement and Agreement and General Amenities the present rent and charges for amenities is Rs.24,000/- per month and further sum of Rs.3,600/- pm towards Service Tax @ 15%. In view of quantum of rent, the lease is not governed by the A.P. Rent Control Act. It is pertinent to mention here either the lease deed or the Agreement for amenities are not registered as required under Law and subsequent to that there is no subsisting valid lease deed executed between you and our client therefore, the lease is month to month and can be terminated by issuing a notice U/s 106 of Transfer of Property Act giving 15 days time for vacating the premises under your occupation.
- 3) You are very irregular in payment of rents and you are 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/- (Rupees One Lakh twenty one thousand and two hundred only). You have not paid Service Tax right from the inception of the tenancy. Inspite of repeated demands you have failed to pay the arrears of rent. Hence, our client is not desirous of continuing the tenancy and hereby terminate the tenancy.

We hereby call upon you to vacate and handover the peaceful possession of the above said premises under your occupation within 15 days from the date of receipt of this notice and also pay a sum of Rs.1,21,200/- (Rupees One Lakh twenty one thousand and two hundred only) towards arrears of rents, general amenities and service tax. If you fail to vacate the said premises under your occupation within 15 days from the date of receipt of this notice, you are liable to pay a sum of Rs.40,000/- per month towards mesne profits and damages holding over the premises illegally, our client will take all such steps which are available to it for both eviction and recovery of rents in an appropriate Court of Law holding you liable for all costs and consequences arising thereof.

Please remit a sum of Rs.5000/- towards cost of this notice.


(C. BALAGOPAL)
ADVOCATE

I SR.
IN THE COURT OF THE _____ JUNIOR CIVIL JUDGE:
CITY CIVIL COURT AT HYDERABAD

O.S. No. 1232 OF 2016

Between:

M/s.
Modi Builders Methodist Complex
partnership firm represented 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

PLAINT FILED UNDER SECTION 26 OF C.P.C.
FOR RECOVERY OF RS. 1,21,200/-

I. Description of the Plaintiff:

The address for service of all notices, summons and process etc. on the Plaintiffs are as mentioned above and of their counsel Sri C.Balagopal, Smt.Ameerunnisa Begum, C.V.Chandramouli, P.Vikram Kumar, Advocates, having office at Flat No.103, Suresh Harivillu Apartments, Road No.11, West Marredpally, Secunderabad.

II. Description of the Defendant:

The addresses for service of all notices, summonses and processes etc. on the Defendant is the same as mentioned above.

III. The Plaintiff is a partnership firm duly registered under the Partnership Act and the name of Soham Modi is shown as a Partner thereof in the Registrar of Firms. A copy of the Registration of Firm is filed herewith.

IV. FACTS OF THE CASE:

1. The Plaintiff submits that it 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 above said premises. The Plaintiff has entered the Tenancy agreement dtd. 19.4.1988 with the original owner Methodist Church in India. The clause No.5(h) of the lease agreement gives a right to the Plaintiff for subleasing the above premises. The defendant had approached the plaintiff and requested to let out the IIIrd floor portion bearing Nos. 309 and 310B of the said premises admeasuring 2,470 Sft., and after negotiations the Defendant has entered into a lease agreement on 26th day of March,2016. As per the terms of the lease the Defendant has to pay a monthly rent of Rs.12000/- exclusive of electricity consumption charges and subject to enhancement i.e., @ 15% at the end of every THREE years on the then existing rent. The Defendant is carrying on business under the name and style of "PROTOS" as proprietix of the same.
2. The Plaintiff submits that the lease is for a period of 3 years commencing from 1st April 2016. The Plaintiff and the Defendant entered into a lease agreement on 26th March'2016, under which the Defendant agree to pay Rs.12,000/- pm towards rent for the Suit Schedule Property, and further agreed to enhance the rent @ 15% at the end of every Three year on the existing rent. On the same day the Plaintiff and Defendant also entered an Agreement of General Amenities where under the Defendant also agreed to pay a sum of Rs.12,000/- pm towards charges for general amenities and further agreed to enhance the charges for amenities @ 15% at the end of every Three year on the existing charges. Thus, the Defendant has to pay an aggregate sum of Rs.24,000/- from 1st April 2016 towards rents and charges for the amenities provided by our client. As per the terms of the said Lease Agreement and Agreement for General Amenities the present rent and charges for amenities is Rs.24,000/- per month and further sum of Rs.3,600/- pm towards Service Tax @ 15%.

In view of quantum of rent, the lease is not governed by the A.P. Rent Control Act. It is pertinent to mention here that the lease deed and the Agreement for amenities are not registered and as such the tenancy is month to month.

3. The Plaintiff submits that the Defendant paid an aggregate sum of Rs.72,000/- at irregular intervals. After giving credit to the said amount the Defendant is now 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/- (Rupees One Lakh twenty one thousand and two hundred only). 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 rent and other amounts due. The Plaintiff is not desirous of continuing the tenancy and terminate the tenancy.
 4. The Plaintiff submits that as the Defendant was very irregular in the payment of rents, the Plaintiff got issued a notice dtd.4.11.2016 through its counsel and the same was received by the Defendant. The tenancy of the Defendant was terminated through the above notice and also the Defendant was directed to pay all the rental dues and General amenities charges. The Defendant did not give any reply to the said notice nor she did comply with the demands contained in the said notice. A copy of the notice and the postal acknowledgement is filed alongwith this plaint.
 5. The Plaintiff submits that the Suit Schedule Property will easily fetch a rent of Rs.50,000/- pm. The Plaintiff therefore is entitled to pray for future Mesne Profits from the date of decree at the said rates.
 6. The Plaintiff has not filed any suit for similar relief in this Hon'ble court or any other court against the Defendant.
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IV. Cause of Action:

The cause of action for this suit arose on 26.3.2016 the date of lease agreement and agreement of general amenities, on 1.4.2016 when the lease commenced, and on all such dates when the rents remained unpaid, also on 4.11.2016 the date of notice of termination.

V. Jurisdiction:

The Suit Schedule Property is situated at Hyderabad, which is within the territorial jurisdiction of this Hon'ble court, as such the Hon'ble Court can entertain and try the Suit. Hence this Hon'ble court has got territorial jurisdiction and the claim for rental dues is Rs.1,21,200/- as such this Hon'ble court has also got the pecuniary jurisdiction to try this suit.

VI Court Fee:

The suit is valued for the purpose of court fee and jurisdiction at Rs. 1,21,200/- which is the arrears of rent, Service Tax and maintenance charges for the suit schedule property and an advalorem court fee of Rs.3,726/- is paid herewith U/s 20 of A.P.C.F. and S.V.Act and for the purpose of ejectment the suit is valued at Rs.2,88,000/- which is the Annual Rental Value and on which court fee of Rs.5,326/- is paid U/s.40 of APCF and SV Act. The total value of the suit is Rs.4,09,200/- and total court fee of Rs.9,052/- is paid.

VII Prayer:

The Plaintiff prays that this Hon'ble court be pleased to pass a Judgment and Decree in favour of the Plaintiff and against the Defendant granting the following reliefs:-

- a) To direct the Defendant to vacate and handover the peaceful possession of the suit schedule property;
- b) To direct the Defendant to pay a sum of Rs.50,000/- pm towards mesne profits from the date of decree
- c) To direct the defendant to pay sum of Rs.1,21,200/- towards arrears of rents and other charges as detailed above.

d) To grant the costs of the suit and

e) To pass such other relief or reliefs as are just and necessary in the circumstances of the case.

Counsel for Plaintiff

HYDERABAD

PLAINTIFF

Date:

VERIFICATION

I, Soham Modi, S/o.late Sri Sathish Modi, Partner of the Plaintiff, do hereby declare that the facts mentioned above are true to the best of my knowledge, hence verified.

Secunderabad.

Date:24.11.2016

PLAINTIFF

SCHEDULE OF PROPERTY

Office Space admeasuring 2470 Sqft. on the IIIrd 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

Secunderabad.

Date:24.11.2016

PLAINTIFF

VERIFICATION

I, Soham Modi, S/o.late Sri Sathish Modi, Partner of the Plaintiff, do hereby declare that the facts mentioned above are true to the best of my knowledge, hence verified.

Secunderabad.

Date:24.11.2016

PLAINTIFF

LIST OF DOCUMENTS

Sl No.	Date	Description	
1.	19.04.1988	Tenancy Agreement between the Plaintiff and MCI	Photocopy
2.	26.03.2016	Lease Agreement	Photocopy
3.	26.03.2016	General Amenities Agreement	Photocopy
4.	04.11.2016	Office Copy of Notice	Original
5.		Postal Acknowledgement	Original
6.	19.07.2007	Firm Registration	Notarised

SECUNDERABAD

Counsel for the plaintiff

DATE: 24.11.2016

7.
IN THE COURT OF THE _____
JUNIOR CIVIL JUDGE:
CITY CIVIL COURT AT
HYDERABAD

O.S. No. 1232 OF 2016

Between:

M/s. Modi Builders Methodist
Complex
... Plaintiff

And

Mrs. Sajda Sultana,
... Defendant

PLAINT FILED UNDER SECTION
26 OF C.P.C.
FOR RECOVERY AND
EVICION

Filed on:

Filed by:

SHRI. C. BALAGOPAL

Advocate

103, Harivillu Apartments,
West Marredpally,
Secunderabad.
Phone No.9441782451

COUNSEL FOR PLAINTIFF

IN THE COURT OF THE HON'BLE I SENIOR CIVIL JUDGE

AT:HYDERABAD

I.A.No: Of 2017

IN

I.A.No: 792 Of 2016

IN

O.S.NO: 1232 Of 2016

Between :

M/s.Modi Builders Methodist complex
partnership firm Represented by its partners
Sri Soham Modi S/o. Sri Satish Modi
Having its office at:5-4-187/3&4,
IInd Floor Soham Mansion,
M.G.Road Secunderabad

.....PLAINTIFF

A N D

Ms.Sajda Sultana, D/o,Abdul Razak,
Proprietrix, Protos carrying on business at 3rd floor
309&310-B Methodist complex,
Chirag Ali Lane, Abids Hyderabad.

.....DEFENDANT

COUNTER AFFIDAVIT FILED BY THE RESPONDENT

May it Please Your Honor,

The respondent submits counter as under:-

The respondent deny all the averments made in the Petition except those which are specifically admitted in this counter affidavit and the petitioner has put to strict proof of the same.

1. At the outset, it is submitted that, the petition is not maintainable and is liable to be dismissed as the petitioner has with a malafide intention to harass the respondent has filed this petition.

2. The contents of Para 1 of the Petition being formal calls for no specific reply.

3. The contents of Para 2 of the petition that, the petitioner filed an I.A for seeking the relief of Struck of my defence the same was

allowed by this Hon'ble court on 13.04.2017. the fact that my previous counsel has not informed me about this I.A when I question about the I.A. he gave a improper reply as a result I have taken no objection Vakalat from my previous counsel and handed over to present counsel to file Written Statement and defend the suit.

4. With regard Para No:3, the fact is that after receiving the vacant possession the defendant deposited rent and amenities Rs.24,000/- (Twenty four thousand rupees only) and deposited Rs.75,000/- towards the security deposit through bank the defendant started renovation of vacant premises and invested Rs.12,00,000/- for purchase of interior material like fall ceiling, painting colours, Lupum, cement bags and plaster of Paris bags and wooden furniture after purchasing these material the defendant started renovation work in the Month of April 2016 and the plaintiff started construction work on Terrace of the Building as Fourth floor while doing construction work they used heavy water for curing the cement pillars and slab, then the terrace slab started leaking due to old construction i.e the rent premises slab started leakage, due to that interiors of the rent premises got damaged (Photos of interior damage are filed). And the same was intimated by respondent's partner Mr.Rahul to Petitioner/plaintiff through phone, as a response they send a e-mail stating for repair of damages. It is submitted that the plaintiff sent mail contains improper conditions, as a result the defendant and her partner rejected, and the defendant intimated on phone to plaintiff that after compensating the damage they will pay the rent. As to that condition, the plaintiff agreed and accepted for not paying the rent and assured that for settle the issue very soon.

5. With regard to Para No:4. The fact is that the Petitioner/plaintiff is a litigant nature, to harass Respondent/defendant and to hide the mistake of assurance and evade the liability he sued the present false petition against the defendant.

6. It is respectfully submits that, the Respondent/defendant after came to know of filing eviction suit by the Petitioner/plaintiff then Respondent/defendant has filed Injunction suit before the Hon'ble XX Junior Civil Judge to and it has Numberd as O.S.No:3180 of 2016 to protect the defendants interests.

Therefore, in the above circumstances, the respondent/Defendant herein prays that this Hon'ble Court may be pleased to dismiss the above I.A. Petition with heavy cost as it is not maintainable, and pass such other order or orders as this Hon'ble Court deems fit and proper in the interest of justice.

Date:16.08.2017

Respondent

Place:Hyderabad

Counsel for Respondent/Defendant

IN THE COURT OF THE HON'BLE I
SENIOR CIVIL JUDGE

AT:HYDERABAD

I.A.No: 687 Of 2017

In

I.A.No: 792 Of 2016

In

O.S.NO: 1232 OF 2016

Between :

M/s.Modi Builders Methodist complex

.....Petitioner/Plaintiff

A N D

Ms.Sajda Sultana

.....Respondent/Defendant

COUNTER AFFIDAVIT FILED BY THE
RESPONDENT

29/08/17

Filed on: 16-08-2017.

Filed by: Counsel for Respondent/
Defendant

M/s. Laxmikanth T Vukkalkar

Pavan T Vukkalkar

Advocates

9704829022

9010268633,

AT HYDERABAD

IA No. OF 2017
IN
IA No. 792 OF 2016
IN
O.S. No.1232OF 2016

Between:

M/s. Modi Builders Methodist Complex ... Petitioner/ Plaintiff

AND

Mrs. Sajda Sultana, ... Respondent/Defendant

AFFIDAVIT

I, Soham Modi, S/o Sri late Sri Sathish Modi, aged 47 years, R/o Hyderabad, do hereby solemnly affirm and state on oath as follows:

1. I am the partner of the Petitioner/Plaintiff herein and as such I am well acquainted with the facts of the case.
2. I submit that the Petitioner has filed an application Under Order 15A of CPC to direct the Respondent to pay the Petitioner the arrears of rent and amenities charges amounting to Rs. 1,21,200/- and further direct the Respondent to continue to pay Rs. 24,000/- per month towards rent & amenities charges of Rs. 3,600/- per month pending disposal of the suit.
3. I submit that this Hon' ble was pleased to pass an order dated 13.04.2017 directing the Respondent to pay the arrears of rent and amenities charges of Rs. 1,21,200/- on or before 06.06.2016 and also to continue to pay a monthly rent of Rs. 24,000/- towards rent & amenities by 10th of every month.
4. I submit in spite of above order the Respondent has failed to comply with the orders passed in IA No. 792 OF 2016 and has filed her written statement. I am advised to submit that the Defence of the Respondent/Defendant should be struck off as she has failed to comply with the order in the above I.A.

I therefore pray that this Hon'ble court may be pleased to struck off the defence of the Respondent/Defendant and pass necessary orders in the interest of justice otherwise the Petitioner/Plaintiff would be put irreparable loss & hardship.

Sworn and signed before me
on this the 12th day of July, 2017
At Secunderabad.

DEPONENT

ADVOCATE, / SECUNDERABAD

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

I.A. No. OF 2017
 IN

I.A. No. 792 OF 2016
 IN

O.S. No.1232 OF 2016

Between:

M/s. Modi Builders Methodist Complex
partnership firm represented 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

... Petitioner/ 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

... Respondent/Defendant

PETITION FILED UNDER ORDER 15A (2) OF CPC

For the reasons stated in the accompanying affidavit it is prayed that this Hon'ble court may be pleased to struck off the defence of the Respondent/Defendant and pass necessary orders and pass such order or orders as this Hon'ble court deems fit and proper.

HYDERABAD

DATE: 12.07.2017

COUNSEL FOR PETITIONER

**IN THE COURT OF THE FIRST SENIOR CIVIL COURT : CITY CIVIL COURT
AT HYDERABAD**

Dated : This the 13th day of April, 2017

Present : Smt. P. Mukthida,
First Senior Civil Judge

I.A. No. 792 of 2016

In

O.S. No. 1232 of 2016

Between :

M/s. Modi Builders Methodist Complex,
Partnership firm represented by its partner,
Sri. Soham Modi, S/o. Late Sri Satish Modi.

...Petitioner/Plaintiff

AND

Mrs. Sajda Sultana, D/o. Abdul Razzak.

...Respondent/Defendant

Claim : This petition is filed by the petitioner/plaintiff U/o. 15A of CPC praying this Hon'ble Court to direct the respondent to pay the petitioner the arrears of rents, the amenities and service charges amounting to Rs. 1,21,200/- and further direct the respondent to continue to pay Rs. 24,000/- per month towards rent and amenities charges and also Rs. 3,600/- per month pending disposal of the above suit.

This Petition is coming on this day before me for final hearing in the presence of Sri. C. Balagopal, Advocate for the Petitioner/Plaintiff and of M/s. Nageshwara Rao, Advocate for Respondent/Defendant and having stood till this day this court delivered the following :

ORDER

Heard the counsel for petitioner and perused the record. Considering the reasons stated in the accompanying affidavit and documents filed, this petition is allowed and the respondent/defendant is directed to pay arrears of rent, amenities and service charges of Rs. 1,21,200/- by 06-06-2017 and is further directed to pay the monthly rent of Rs. 24,000/- towards rent and amenities charges by 10th of every month till disposal of the suit.

Written and pronounced by me in the open court on this the 13th day of April, 2017.



Sri. Dr. S. Srinivasa Reddy
For Smt. P. Mukthida
The then First Senior Civil Judge,
City Civil Court, Hyderabad.

CERTIFIED TO BE TRUE COPY

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

C.V. Chandramouli (Adv.)
COURT OF THE CHIEF JUDGE
CITY CIVIL COURT HYDERABAD
CENTRAL COPYIST ESTABLISHMENT
C.A. No. 9250/17
Application made on 13/11/17
Stamps Called on 16/11/17
Charges
Stamps Deposited on 21/6/17
Sum of Rs. 2/-
Deposited U/R 200 (2) (1) U/R No. 9256
Addl. Stamps Called on
Addl. Stamps Deposited on
Copy made ready on 5/6/17
Delivered on 5/6/17
SUPERINTENDENT
Central Copyist Establishment
City Civil Court Hyderabad

8/15/17

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Memorandum of Civil Revision Petition
(Filed U/Section 115 of C.P.C.)

Article 227 of constitution of India

IN THE COURT OF THE 1ST SENIOR CIVIL JUDGE :: CITY CIVIL COURTS AT
HYDERABAD

I.A.No.687 /2017 in I.A.No:792/2016 in OS No.1232/2016

IN THE HIGH COURT OF JUDICATURE AT HYDERABAD FOR THE
STATE OF TELANGANA AND THE STATE OF ANDHRA PRADESH

C.R.P.No. 5910 of 2017

Between:

Sajda Sultana,
D/o.Abdul Razzak, Proprietrix,
PROTOS, having its office
At 3rd Floor, 309 & 310-B,
Methodist Complex,
Chirag Ali Lane, Abids,
Hyderabad-01

...Petitioner/Respondent/Defendant

And

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

...Respondent/Petitioner/Plaintiff

(The address for service of all notices and summons of process to the above named petitioner is that of her Counsel Mr.T.V.Laxmi Kantham (17508), N.Venkateswara Rao, T.V.Pavan Kumar, Advocates, 501, Doyen Chambers, Beside Sarathi Studios, Ameerpet, Hyderabad - 500073)

The present Memorandum of Civil Revision Petition is preferred aggrieved by the orders dt.21.9.2017 passed in IA No.687/2017 in IA No.792/2016 in OS No.1232/2016 on the file of 1st Senior Civil Judge, City Civil Court, Hyderabad for the following:

BRIEF FACTS:

a) The petitioner submits that she is defendant and the respondent is plaintiff in the suit OS No.1232/2016. The suit is for eviction, arrears of rent and future

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b) The case of the respondent is that it is the sole tenant of the building known as Methodist Complex with right to sub-lease the portions of the complex. It is averred that the defendant approached the plaintiff and requested to let out the III Floor portion, bearing Flat Nos.309 and 310B of the said premises admeasuring 2,470 sq.ft. and agreed monthly rent is Rs.12,000/- exclusive of Electricity charges and the rent is enhanced @15% for every 3 years on the existing rent. The lease is for a period of 3 years commencing from 1.4.2016 and the plaintiff and defendant entered into lease agreement dt.26.3.2016.

c) It is further averred that the defendant also agreed to pay another sum of Rs.12,000/- p.m.towards charges for general amenities and it is enhanceable @15% at the end of 3 years and also Rs.3,600/- pm towards service tax@15%. It is further admitted by the plaintiff that a sum of Rs.72,000/- was paid at regular intervals and after giving credit of the said amount, the defendant has to pay a sum of Rs.96,000/- towards rent and general amenities as on 1.11.2016 and a further sum of Rs.25,200/- towards service tax aggregating Rs.1,21,200/-.

d) The defendant filed Written Statement in the suit denying the allegation in the plaint and contended that the defendant deposited a sum of Rs.24,000/- towards rent and amenities and Rs.75,000/- towards security deposit through bank and started renovation of vacant premises and invested Rs.12,00,000/- for purchase of interior material like fall ceiling, painting colours, Luppum, cement bags and plaster of paris bags and wooden furniture and started renovation work in the month of April, 2016. It is further averred that the plaintiff while doing the construction work, they used heavy water for curing the construction and due to leakage, the material kept at the leased premises got damaged and the same was intimated to the plaintiff and it is further conveyed that after compensating the damage, the rent will be paid.

d) The respondent herein filed IA No.792/2016 U/s.Order 15A of CPC seeking arrears of rents, amenities. The Hon'ble Court was pleased to pass orders dt.13.4.2017 directing the defendant to pay a sum of Rs.1,21,200/-

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towards arrears of rent, amenities and service charges and it was further directed to pay the monthly rent of Rs.24,000/- till disposal of the suit.

c) The plaintiff also filed another IA No.687/2017 in IA No.792/2016 under Order XV-A(2) of CPC seeking striking off the defence of the defendant on the ground of non compliance of the orders passed in IA No.792/2016 and the Hon'ble Court passed orders dt.21.9.2017 striking off the defence of the defendant who is petitioner herein.

Aggrieved by the said orders, the present revision is filed for the following:

GROUND S

1. The order under revision is contrary to law, evidence and material on record and probabilities of the case.
2. The trial court ought to have seen that the lease agreement relied on by the respondent/plaintiff is an unregistered lease agreement as admitted by the plaintiff in the suit which is compulsorily registrable U/s.17 of the Registration Act, 1908 as the same was executed for a period 3 years commencing from 1.4.2016 to 31.03.2019.
3. The trial court erred in allowing the IA No.792/2016 and IA No.687/2017 basing on an unregistered document which is inadmissible in evidence.
4. The trial court ought to have seen that the petitioner is unaware of the filing of IA No.792/2016 and hence, she could not take any effective steps to file counter in the said IA, but the same was allowed without knowledge of the petitioner and hence, the petitioner/defendant was forced to change her counsel in the

5. The trial court ought to have seen that proper opportunity was not given to the petitioner/defendant in IA No.792/2016 without which the IA was allowed which is prejudicial to the interest of the petitioner/defendant in complying the orders of the Hon'ble Court.

6. The trial court failed to see the damages caused by the plaintiff to the defendant's goods and without there being commencement of the business of the defendant in the suit schedule premises, the plaintiff claiming rents and charges for amenities which is illegal, contrary to law and against the principles of natural justice.

7. The trial court ought to have seen that the admitted rent is Rs.12,000/- per month, but not Rs.24,000/- and ought not have allowed the said IAs which is illegal, contrary to law and against the material available on record. The orders passed under Order XV-A(2) striking of the defence of the defendant would cause irreparable loss and hardship. That on one hand, the defendant has been suffering from the loss of goods due to the negligence of the plaintiff and on the other hand, the defendant has to shelve-out the admitted rent. The plaintiff has been denying the claim of the defendant with regard to the damages caused by him due to his negligence and admitting partially which is a triable issue.

8. The trial court ought to have seen that on one hand, the plaintiff is not ready to compensate the damages caused and on the other hand, insisting rents as well as charges for amenities without answering the damages caused by him.

9. The petitioner begs to urge other grounds urged at the time of hearing.

VALUATION

The value of the appeal is Rs. 1000 /- and

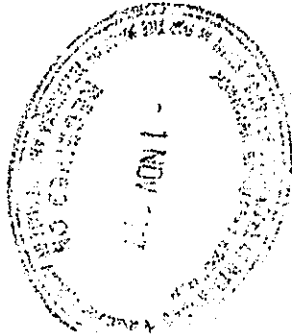
a fixed court fee of Rs. 100 /-is paid

Place : Hyderabad,
Date :

nikov
Counsel For The Petitioner

COUNSEL FOR THE PETITIONER

Filed by ::
Mr. T.V. Laxmi Kantham (17508),
N. Venkateswara Rao
T.V. Pavan Kumar



GROUNDS OF REVISION

ON THE FILE OF THE COURT OF THE SENIOR
CIVIL JUDGE, HYDERABAD

I.A.No.687/2017 in I.A.No.792/2016 in OS
No.1232/2016

Against

C.R.P. No. of 2017

HIGH COURT OF JUDICATURE AT
HYDERABAD FOR THE STATE OF
TELANGANA AND THE STATE OF A.P.

Hyderabad District

2.

Memorandum of Civil Revision Petition
(Filed U/Section 227 of the Constitution of India.)

**IN THE COURT OF THE 1ST SENIOR CIVIL JUDGE :: CITY CIVIL COURTS AT
HYDERABAD**

I.A.No.792/2016 in OS No.1232/2016

**IN THE HIGH COURT OF JUDICATURE AT HYDERABAD FOR THE
STATE OF TELANGANA AND THE STATE OF ANDHRA PRADESH**

C.R.P.No. 6155 of 2017

Between:

Sajda Sultana,
D/o.Abdul Razzak, Proprietrix,
PROTOS, having its office
At 3rd Floor, 309 & 310-B,
Methodist Complex,
Chirag Ali Lane, Abids,
Hyderabad-01

...Petitioner/Respondent/Defendant

And

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

...Respondent/Petitioner/Plaintiff

(The address for service of all notices and summons of process to the above named petitioner is that of her Counsel **Mr.T.V.Laxmi Kantham (17508)**, N.Venkateswara Rao, T.V.Pavan Kumar, Advocates, 501, Doyen Chambers, Beside Sarathi Studios, Ameerpet, Hyderabad - 500073)

The present Memorandum of Civil Revision Petition is preferred aggrieved by the orders dt.13.4.2017 passed in No.792/2016 in OS No.1232/2016 on the file of 1st Senior Civil Judge, City Civil Court, Hyderabad for the following:

BRIEF FACTS:

a) The petitioner submits that she is defendant and the respondent is plaintiff in the suit OS No.1232/2016. The suit is for eviction, arrears of rent and future mesne profits.

b) The case of the respondent is that it is the sole tenant of the premises known as Methodist Complex with right to sub-lease the portions of the complex. It is averred that the defendant approached the plaintiff and requested to let out the III Floor portion, bearing Flat Nos.309 and 310B of the said premises admeasuring 2,470 sq.ft. and agreed monthly rent is Rs.12,000/- exclusive of Electricity charges and the rent is enhanced @15% for every 3 years on the existing rent. The lease is for a period of 3 years commencing from 1.4.2016 and the plaintiff and defendant entered into lease agreement dt.26.3.2016.

c) It is further averred that the defendant also agreed to pay another sum of Rs.12,000/- p.m.towards charges for general amenities and it is enhanceable @15% at the end of 3 years and also Rs.3,600/- pm towards service tax@15%. It is further admitted by the plaintiff that a sum of Rs.72,000/- was paid at regular intervals and after giving credit of the said amount, the defendant has to pay a sum of Rs.96,000/- towards rent and general amenities as on 1.11.2016 and a further sum of Rs.25,200/- towards service tax aggregating Rs.1,21,200/-.

d) The defendant filed Written Statement in the suit denying the allegation in the plaint and contended that the defendant deposited a sum of Rs.24,000/- towards rent and amenities and Rs.75,000/- towards security deposit through bank and started renovation of vacant premises and invested Rs.12,00,000/- for purchase of interior material like fall ceiling, painting colours, Luppum, cement bags and plaster of paris bags and wooden furniture and started renovation work in the month of April, 2016. It is further averred that the plaintiff while doing the construction work, they used heavy water for curing the construction and due to leakage, the material kept at the leased premises got damaged and the same was intimated to the plaintiff and it is further conveyed that after compensating the damage, the rent will be paid.

d) The respondent herein filed IA No.792/2016 U/s.Order 15A of CPC seeking arrears of rents, amenities. The Hon'ble Court was pleased to pass orders dt.13.4.2017 directing the defendant to pay a sum of Rs.1,21,200/-

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towards arrears of rent, amenities and service charges and it was further directed to pay the monthly rent of Rs.24,000/- till disposal of the suit.

c) That subsequently the plaintiff also filed another IA No.687/2017 in IA No.792/2016 under Order XV-A(2) of CPC seeking striking off the defence of the defendant on the ground of non compliance of the orders passed in IA No.792/2016 and the same was under challenge under CRP No.5910/2017 pending before this Hon'ble Court.

Aggrieved by the said orders dt.13.4.2017 passed in IA No.792/2016, the present revision is filed for the following:

GROUND S

1. The order under revision is contrary to law, evidence and material on record and probabilities of the case.
2. The trial court ought to have seen that the lease agreement relied on by the respondent/plaintiff is an unregistered lease agreement as admitted by the plaintiff in the suit which is compulsorily registrable U/s.17 of the Registration Act, 1908 as the same was executed for a period 3 years commencing from 1.4.2016 to 31.03.2019.
3. The trial court erred in allowing the IA No.687/2017 basing on an unregistered document which is inadmissible in evidence.
4. The trial court ought to have seen that the petitioner is unaware of the filing of IA No.792/2016 and hence, she could not take any effective steps to file counter in the said IA, but the same was allowed without knowledge of the petitioner and hence, the petitioner/defendant was forced to change her counsel in the suit.

5. The trial court ought to have seen that proper opportunity was not given to the petitioner/defendant in IA No.792/2016 without which the IA was allowed which is prejudicial to the interest of the petitioner/defendant in complying with the orders of the Hon'ble Court.

6. The trial court failed to see the damages caused by the plaintiff to the defendant's goods and without there being commencement of the business of the defendant in the suit schedule premises, the plaintiff claiming rents and charges for amenities which is illegal, contrary to law and against the principles of natural justice.

7. The trial court ought to have seen that the admitted rent is Rs.12,000/- per month, but not Rs.24,000/- and ought not have allowed the said IAs which is illegal, contrary to law and against the material available on record. The orders passed under Order XV-A(2) striking of the defence of the defendant would cause irreparable loss and hardship. That on one hand, the defendant has been suffering from the loss of goods due to the negligence of the plaintiff and on the other hand, the defendant has to shelve-out the admitted rent. The plaintiff has been denying the claim of the defendant with regard to the damages caused by him due to his negligence and admitting partially which is a triable issue.

8. The trial court ought to have seen that on one hand, the plaintiff is not ready to compensate the damages caused and on the other hand, insisting rents as well as charges for amenities without answering the damages caused by him.

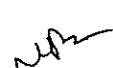
9. The petitioner begs to urge other grounds urged at the time of hearing.

VALUATION

The value of the appeal is Rs. 1000/- and

a fixed court fee of Rs. 100/- is paid

Place : Hyderabad,
Date : 2/11/2016


Counsel For The Petitioner

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Hyderabad District

HIGH COURT OF JUDICATURE
HYDERABAD FOR THE STATE
TELANGANA AND THE STATE OF

C.R.P. No. 6/55 of 2017

Against

I.A.No.792/2016 in OS No.1232/2016

ON THE FILE OF THE COURT OF THE I S
CIVIL JUDGE, HYDERABAD

GROUND OF REVISION

11/1

Filed by ::
Mr.T.V.Laxmi Kantham (17508),
N.Venkateswara Rao,
T.V.Pavan Kumar

COUNSEL FOR THE PETITIONER

**HIGH COURT OF JUDICATURE AT HYDERABAD
FOR THE STATE OF TELANGANA AND THE STATE OF ANDHRA PRADESH**

C.M.P. No. OF 2017

IN

CRP.NO. 5910 OF 2017

Between:

Mrs. Sajda Sultana

... Petitioner /Defendant

AND

M/s. Modi Builders Methodist Complex

... Respondent/Plaintiff

COUNTER AFFIDAVIT

I, Soham Modi S/o Late Sri.Satish Modi, aged 48 years, R/o M.G.Road Secunderabad, do hereby solemnly affirm on oath as follows:

1. I am the Partner of the Respondent firm and as such I am well aware of the facts deposed here under. The Respondent denies all the adverse allegations in the affidavit and if any allegation is not specifically denied, it should not be deemed to have been admitted. Respondent is advised to submit that the petition filed by the Petitioner is not maintainable under law or on facts and the petition should be dismissed in limini.
 2. I submit that I have read the application filed by the Petitioner in support of her application for the Stay of other proceedings of the suit. I deny all adverse allegations contained in the affidavit in support of the application for Stay all further proceedings in O.S.No. 1232 of 2016 on the file of the I Senior Civil Judge, City Civil Court at Hyderabad. I deny the adverse allegations contained therein.
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3. I emphatically deny that the Respondent herein has caused any damage to the extent of Rs. 12,000,00/- (Rupees Twelve Lakhs only) or to any other extent to the goods kept in the suit schedule premises by sheer negligence of the Respondent or there is any liability on the part of the Respondent to compensate the Petitioner for any amount as alleged.
 4. I submit that monthly rent for the premises is Rs. 24,000/- per month with effect from 01.04.2016. The Petitioner has not paid rents regularly. The Respondent is liable to pay amenities & service charges apart from the rent. After giving credit to the payments by the Petitioner there was a sum of Rs. 1,21,200/- due towards arrears of rents, amenities & service charges upto 24.11.2016. The trial court has directed to the Petitioner herein to pay the said arrears and continue to deposit the arrears of rent along with the current rent also. As the Petitioner failed to deposit the rents as directed by the trial court, the order directions for striking of the defence on 21.09.2017 was passed. Unless the Petitioner deposits the amount as directed by the trial court the Petitioner is not entitled to seek the relief of stay of the proceedings.
 5. I submit that it may here be mentioned prior to the filing of the suit the Respondent had issued the notice to terminating the tenancy and claiming the arrears of rent. The Petitioner received the same but did not issue any reply much less denying the liability to pay the rent. The present allegation regarding the alleged damage caused to the goods of the Petitioner is only an afterthought.
 6. I submit that the Petitioner is enjoying the possession of the property and conducting the business without paying any rent from nearly two

years. The Petitioner is not entitled to seek the relief of stay of proceedings in O.S.No. 1232 of 2016 on the file of the I Senior Civil Judge, City Civil Court at Hyderabad.

I therefore pray that this Hon' ble Court may be pleased to dismiss the application for stay of proceedings filed by the Petitioner.

Sworn and signed before me
On this the 13th day of Nov 2017
At Hyderabad.

DEPONENT

Advocate/Hyderabad

HYDERABAD DISTRICT

**HIGH COURT OF JUDICATURE
AT HYDERABAD
FOR THE STATE OF
TELANGANA AND THE STATE
OF ANDHRA PRADESH**

CRP.NO. 5910 OF 2017

COUNTER AFFIDAVIT

Filed by:

SRI. C. BALAGOPAL (1325)

Advocate

103, Harivillu Apartments,
West Marredpally, Secunderabad.

THE HON'BLE DR. JUSTICE B.SIVA SANKARA RAO

CIVIL REVISION PETITION Nos.5910 AND 6155 OF 2017

COMMON ORDER:

Heard both sides.

2. There is nothing to impugn the orders of the lower court but for from the consensus arrived subject to payment of all arrears as directed in I.A.No.792 of 2016 of Rs.24,000/- per month within four weeks from today, leave about the subsequent payment continuously as directed therein, the order striking out the defence is set aside by permitting to prosecute the suit; if the order is not complied with as directed above, without any further reference to the court, the order passed by the lower court impugned in the two revisions hold good.

3. Accordingly and with the above directions civil revision petitions are disposed of. Miscellaneous petitions pending consideration, if any, in this case shall stand closed in consequence. No order as to costs.

22.11.2017

DR.B.SIVA SANKARA RAO, J

**IN THE COURT OF THE HON'BLE I SENIOR CIVIL JUDGE : CITY
CIVIL COURT : AT: HYDERABAD**

O.S. No. 1232 OF 2016

BETWEEN:

Modi Builders Methodist Complex,

...Plaintiff

A N D

MS Sajda Sultana,

...Defendant

CHIEF AFFIDAVIT FILED BY PW1 IN LIEU OF EVIDENCE

I, B.Praveen, S/o B.Rayamallu, aged about 38 years, Occ: Admin Manager, R/o 5-4-187/3&4, Soham Mansion, M.G.Road Secunderabad, do hereby solemnly affirm and sincerely state on oath as follows.

That I am the deponent herein and the admin manager in the Plaintiff Company in the above mentioned suit as such well acquainted with the facts of the case.

1. I submit that the plaintiff is the sole tenant of the building known as Methodist complex bearing municipal no.5-9-189/190 situated at chirag ali lane Hyderabad with a right to sub lease the portion of the above said premises. The plaintiff has entered a tenancy agreement dated 19-04-1988 with a original owner Methodist church in India. The clause no.5h of the lease agreement gives a right to the plaintiff for sub leasing the above premises. The defendant had approached the plaintiff and requested to let out the 3rd floor portion bearing no's 309 and 310 B of the said premises admeasuring 2470 Sqft and after negotiations the defendant had entered in to lease agreement on 26-03-2016. As per the terms of the lease the defendant has to pay a monthly rent of Rs.12000/-

from 01.04.2016. the plaintiff and the defendant has entered in to a lease agreement on 26.06.2016 under which the defendant agreed to pay Rs.12000/- per month towards rent and further agreed to enhance the rent @ the rate of 15 % at the end of every 3 years on the existing rent. On the same day the plaintiff and the defendant also entered a agreement of General Amenities under which the defendant agrees to pay a sum of Rs.12000/- per month towards charges for General Amenities and further agreed to enhance the charges for amenities @ of 15 % at the end of every 3 years on the existing charges. Thus the defendant has to pay an aggregate sum of Rs.24000/- from 01.04.2016 towards rent and amenities charges. As per the terms of the said lease agreement and General Amenities Agreement the present rent and charges for amenities is Rs.24000/- Per Month and further sum of Rs.3600/- per month towards service tax @ 15% . it is pertinent to mention that the lease deed and amenities agreement are not registered and as such the tenancy is month to month.

3. I submit that the defendant paid an aggregate sum of Rs.72000/- at irregular intervals. After giving to the said amount the defendant was due and payable a sum of Rs.96,000/- towards rent and General Amenities as on 01.11.2016 and a further sum of Rs.25200/- 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. The plaintiff filed an application under section 15A of Cpc vide I.A.No.792/2016 for deposit of the arrears and also the present monthly rents. The Honble court was pleased to allow the application vide order dated 13.04.2017 and directed the defendant to pay the dues and also the present monthly rents. The defendant preferred a CRP against the above order before

the Honble High Court. After contest the Honble High Court was pleased to direct the defendant to deposit the rent and also the dues as directed by this Honble court. The defendant inspite of the direction of the Honble High Court deposited only the dues and not the current rent and amenities charges. Therefore the defendant is due and payable a sum of Rs.6,80,600/- for the period Nov 2016 to Sep 2018. Which includes service tax for the said period.

4. I submit that the plaintiff got issued a notice dated 01.11.2016 through its counsel which was received by the defendant but did not reply to the notice. The plaintiff terminated the tenancy and also directed the plaintiff to pay all dues with regard to rent and amenities charges.

It is therefore prayed that this Honble court may be please to decree the suit as prayed for.

Following are the documents to be marked as Exhibits

LIST OF DOCUMENTS

1.

Sl.No	Date	Description	Copy
1.	19.04.1988	Tenancy Agreement between plaintiff and MCI	Photocopy
2.	26.03.2016	Lease Agreement	Photocopy
3.	26.03.2016	General Amenities Agreement	Photocopy
4.	04.11.2016	Office copy of notice	Original
5.		Postal acknowledgment	Original
6.	19.07.2007	Firm Registration	Photocopy
7.	05.09.2018	Auhorization Letter	Original

Sworn and signed before me the
11th day of Sep 2018 Identified by

AT: HYDERABAD

O.S. No. 1232 OF 2016

BETWEEN:

Modi Builders Methodist Complex,

...Plaintiff

A N D

MS Sajda Sultana

...Respondents

CHIEF AFFIDAVIT FILED BY PW1 IN

LIEU OF EVIDENCE

Filed on:

Filed by:

C.Balagopal
C.V.Chandramouli
Advocates
West Marredpally Secunderabad
Counsel for plaintiff