

MAHMOOD AND COMPANY

ADVOCATES

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IQBAL PASHA
B.Sc., L.L.B.
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B.Com., L.L.B.
SAAD HUSSAIN
B.A., L.L.B.

MAHMOOD COMPLEX
1-7-347 TO 349
SUITE 'A' II FLOOR
PARKLANE, SECUNDERABAD-500003
TELANGANA, INDIA
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AMAN ADNAN MAHMOOD
B.A., L.L.B.

By Regd. Post Ack. Due

26/08/2021

To,
Mr. D. Pavan Kumar Advocate
The Law Chambers, Plot No. 16
3rd Floor, Cyber Hub, Gachibowli
Hyderabad - 500032

Ref: Your Notice dated 19/08/2021 on behalf of your client Sri
Gaurang J. Mody son of Jaganath Mody ---reg.

REPLY NOTICE

My clients Smt. Nisha Shah proprietrix of M/s. Chintamani Sales
and Chirag Jitender Shah proprietor of Shree Chintamani Sales
carrying on business in mulgie bearing number 2-3-22/G (old No.
58/3 M.G. Road) situated at Minister Road, Ranigunj Secunderabad
have received the above cited Notice on 21/08/2022 and have
placed the same in my hands to reply to you as under:

1. At the outset my clients deny the entire contents of the Notice
as false misconceived and baseless. Your client has not stated

...cont.



the true facts and thereafter have got issued the said Notice with a malifide and deceitful intention. There is no jural relationship between my client and your client nor there has been any atonement of tenancy at any time by Sri Jitender G. Palnitkar. As such your Notice is misconceived and bad in law before reverting to the above contention of your client the true facts are as follows, prior to 1988 late Pradeep K. Shah was the original tenant of the demised mulgie, thereafter in 1988 a fresh rental agreement was executed by Jitender G. Palnitkar in favor of Nisha Shah on a monthly rent Rs. 500/- (rupees five hundred) thereafter rent was enhanced from 1993 @ 10% on the prevailing rents at the end of every 2 years period. The said Nisha Shah the addressee no. 1 had commenced her business in the said mulgie admeasuring 400 sft. and in the year 2008 the addressee no. 2 Chirag J Shah commenced his business in the said mulgie under the name and style of Sri Chintamani Sales. The rents in respect of the said mulgie has been paid to the munshi of Jitender G. Palnitkar by name Masood Bhai, who used to come and

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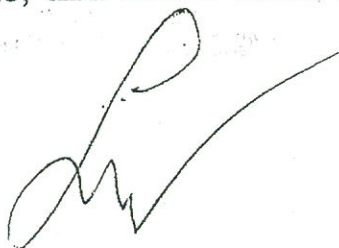


collect the rents according to his convenience and had never passed receipts. The rents have been paid to the said munshi (rent collector) till 19/01/2016 @ 1455/- per month in respect of mulgie bearing no. 2-3-22/G Minister Road, Secunderabad. the monthly rent as on date is Rs. 1965/- (rupees one thousand nine hundred and sixty-five) excluding of electricity charges.

2. My client is no way connected with mulgie bearing no. 2-3-22/9 at 1st Floor. Ever since 2008 my client that is addressee no. 2 was making the said payments of rent through cheque and through NEFT. Payment of Rs. 24,567/- was made by addressee no. 2 into the account of Jitender G. Palnitkar in Syndicate Bank, Nizam Shahi Road in account no. 30002010096217 for the period ¼/2017 till 31/03/2018. The said deposit was made on 23/02/2018 @ Rs.1455/- per month.

3. My client further says that from 1-4-2018 to 20/02/2020 Masood Bhai the rent collector had received the rents and had not passed any receipts, thereafter from March 2020 the said

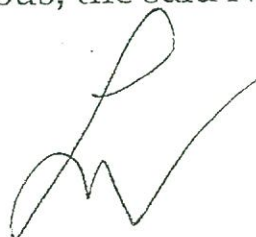
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Masood Bhai (rent collector) has not come to collect the rent till date due to the pandemic COVID-19. The said amount of Rs. 35370/- Rupees Thirty-five Thousand Three hundred and Seventy) have been sent to Jitender G. Palnitkar through Demand Draft vide covering letter. As such entire rents till date have been paid Jitender G Palnitkar the landlord of the addressee no. 1 and 2. My client submit that there are no arrears of rent and the quantum of 1965/- per month exclusive of electricity charges. The land lord of the said mulgie is liable to pay property tax to the said Statutory board. My clients are the statutory tenants governed by the provisions of the rent control Act and the provisions of transfer of property Act does not apply to my clients.

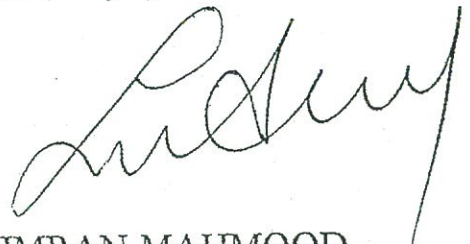
4. There was never any atonement of tenancy nor any Sale Deed furnished to my client by his land lord till date. The question of rent being @ R.40,000/- per month is the fertile creation of your client with whom my clients have no jural relationship. The entire contents of your Notice are absolutely false, misconceived and ridiculous, the said Notice is bad in law and

...cont.



as such has absolutely no binding upon my client despite the said reply if your client indulges in any speculative litigations my client will defend the same and hold your client responsible and liable for all the cost and consequences arising thereof.

5. You may collect your Notice charges from your client for suppressing the said aspect and getting the said notice issued and a further sum of Rs.25000/- is payable by your client towards the cost of this Reply.



IMRAN MAHMOOD
Advocate

