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**IN THE COURT OF THE HON'BLE JUNIOR CIVIL JUDGE, CITY
CIVIL COURT, AT: SECUNDERABAD**

O.S. No. of 2023

Between:

Gaurang J. Mody
S/o. Late Sri. Jayantilal Mody,
Age: 54 years; Occupation: Business,
R/o. Flat No. 105, Sapphire Apartments, Chikoti Gardens,
Begumpet, Hyderabad – 500 016
Aadhar No. 3594 5138 3669; PAN No. AIZOM3748A

PLAINTIFF

AND

Nisha Shah W/o. Not Known, Age: Major,
Occ: Proprietor, M/s. Chintamani Sales,
2-3-22/G & (9), Minister Road Ranigunj,
Secunderabad

DEFENDANT

**SUIT FOR EVICTION OF TENANTS AND RECOVERY OF ARREARS
OF RENT AND MESNE PROFITS**

**PLAINT FILED UNDER SECTION 26 & ORDER VII, RULE 1 OF
CODE OF CIVIL PROCEDURE, 1908**

I. DESCRIPTION OF THE PLAINTIFF:

- i. Plaintiff is Shri. Gaurang J. Mody, S/o. Jayantilal Mody, aged about 54 years, Occupation: Business, resident of Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad – 500 016 and owner of the Shop/Mulgie admeasuring 320 Sq.ft on the ground floor and 320 Sq.ft on the First Floor bearing Municipal No(s) 2-3-22/G and 2-3-22/9 along with an undivided share in the land admeasuring



36 Sq. Yards situated at 2-3-22, Minister Road, Ranigunj, Secunderabad (hereinafter referred to as the "**Suit Schedule Property**").

- ii. The address of the Plaintiff for the purpose of service of process, notices etc., is that of his counsel Advocate Sharath Chandupatla, Aabha Mirza, Advocate, having their office at Geethu's Anandavanam, Flat No. 201, Plot No. 128, Venkateshwara Colony, Manikonda, Hyderabad, Telangana – 500089, Phone No. 7012115652

II. DESCRIPTION OF THE DEFENDANT:

- i. Defendant, Nisha Shah is the proprietor of M/s. Chintamani Sales situated at 2-3-22, Minister Road, Ranigunj, Secunderabad.
- ii. The address of the Defendant for the purpose of notice, summons and all process is as stated above.

III. STATEMENT OF FACTS:

1. Plaintiff is the owner of the Shop/Mulgie admeasuring 320 Sq. Ft on the ground floor and 320 Sq. Ft on the First Floor bearing Municipal No(s) 2-3-22/G and 2-3-22/9 along with an undivided share in the land admeasuring 36 Sq. Yards situated at 2-3-22, Minister Road, Ranigunj, Secunderabad (hereinafter referred to as the "**Suit Schedule Property**") having purchased the same under Sale Deed bearing no. 509

of 2021 dated 18 February 2021 from on Dharmesh Ranjit Parikh.

2. The instant suit is filed by the Plaintiff aggrieved by the Defendant's failure to pay rent and unlawful squatting over the Suit Schedule Property.
3. It is submitted that Jitendra Palnitkar HUF, represented by its Karta Jitendra Palnitkar, S/o Dr. Gowri Shankar Pandit Rao Palnitkar was the original owner of the Suit Schedule Property.
4. In the year 1960, a portion of the said Suit Schedule Property i.e. Shop/Mulgie admeasuring 320 Sq.ft on the ground floor bearing Municipal No(s) 2-3-22/G (**Original Leased Premises**) was leased to Ms. Nisha Shah, Proprietor of M/s. Chintamani Sales (referred to as Defendant herein) on an oral tenancy arrangement. Defendant has been in occupation of the said premises as a tenant ever since.
5. It is submitted that the said Mr. Jitendra Palnitkar, desirous of selling the Original Leased Premises, offered the Defendant to purchase the Original Leased Premises mentioned hereinabove. However, Defendant refused to purchase the same and represented that she will continue as a tenant. Thereafter, Mr. Jitendra Palnitkar vide registered Sale Deed dated February 20, 2020, bearing Document No. 389 of 2020 registered at S.R.O, Secunderabad, Hyderabad District,



Telangana sold the Original Leased Premises on an "AS IS WHERE IS BASIS" to Mr. Dharmesh Ranjit Parikh, S/o Sri Ranjit Parikh.

6. It is submitted that during this time, Mr. Dharmesh Ranjit Parikh was in use and occupation of Shop/Mulgie admeasuring 320 Sq. Ft on the first floor bearing Municipal No. 2-3-22/9 (**Second Leased Premises**) as a tenant and thereafter as an owner on having purchased the Second Leased Premises from Mr. Jitendra Palnitkar under registered Sale Deed bearing no. 391 of 2020 dated 20 February 2020.
7. However, on account of road widening in Minister Road, Ranigunj, the access route to the first floor i.e. the Second Leased Premises was demolished and the Second Leased Premises could only be accessed through the Ground Floor i.e. the Original Leased Premises.
8. At this juncture, the Defendant along with one Chirag Shah, representing to be the Defendant's son and in-charge of Chintamani Sales i.e. the business being carried out in the Original Leased Premises, requested the then owner i.e. Mr. Dharmesh Ranjit Parikh to give her even the Second Leased Premises on lease. Accordingly, the Second Leased Premises was also given on lease to the Defendant and lease rental of Rs. 40,000/- was being paid towards the Original Leased Premises and Second Leased Premises i.e. the Suit Schedule Property. The rentals were always paid in cash to the respective owners.

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9. Thereafter, in the year 2021, as Mr. Dharmesh Ranjit Parikh was desirous of selling the Suit Schedule Property and approached the Defendant for purchasing the same. However, once again the Defendant expressed her inability to purchase the Suit Schedule Property and offered to continue as a tenant. It is in view of the refusal of the Defendant to purchase the Suit Schedule Property that the Plaintiff herein purchased the Suit Schedule Property. It is submitted, immediately upon purchasing the Suit Schedule Property, the Plaintiff approached the Defendant calling upon her to pay the monthly rent of Rs. 40,000/- to the Plaintiff with effect from March 2021.
10. In spite of repeated reminders and incessant follow ups for payment of rent, the Defendant has not paid any rents to the Plaintiff from March 2021 till date. In due course, the Plaintiff reliably learnt that Chirag Shah is not the Defendant's son and that the Defendant, in fact, without any authorization, has sub-let the Original and Second Leased Premises to Chirag Shah.
11. It is submitted that since Plaintiff's attempts requesting the Defendant to make the outstanding rental payments were in vain, the Plaintiff was constrained to call upon the Defendant to vacate the Suit Schedule Property.
12. It is submitted that neither did the Defendant make the required payments of the rents that were due to the Plaintiff



nor did the Plaintiff hand over vacant possession of the Suit Schedule Property to the Plaintiff. In fact, Defendant has unauthorizedly and illegally sub-let the Suit Schedule Property to a third party and both the Defendant as well as Chirag Shah have been illegally squatting on the Suit Schedule Property without paying the outstanding rents.

13. It is submitted that, the tenancy of the earlier owners with the Defendant was an oral month-to-month tenancy.
14. It is submitted that owing to continuous default in the payment of rental dues, and illegal sub-letting of the Suit Schedule Property, the Plaintiff called upon the Defendant by way of Legal Notice dated 27 December 2022 ("**Legal Notice**") that the lease of the said Suit Schedule Property stands terminated and called upon the Defendant to vacate the Suit Schedule Property within 15 (Fifteen) days of receipt of the said Legal Notice. The Defendant received the said notice on 30 December 2022 and has failed to comply with the same.
15. It is submitted that the Plaintiff has tried his best to resolve the issue with Defendant in an amicable manner, but the Defendant has failed to oblige to her duties as a lessee on every occasion. The Plaintiff states that owing to the difficult circumstances and unprecedented economic downturn, his business is running in losses and is under grave financial stress. The Plaintiff had purchased the Suit Schedule Property from his hard earned reserves and owing to the huge

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losses due to the Covid-19 outbreak, the Plaintiff is dependent on the rent from Suit Schedule Property.

16. It is submitted that, in view of the repeated demand made by the Plaintiff and in view of illegal and unauthorized sub-leasing, the Defendant is bound to vacate the Suit Schedule Property, but the Defendant deliberately failed to vacate the Suit Schedule Property inspite of termination of the same. At present the Defendant is in illegal occupation of the Suit Schedule Property. The Plaintiff apart from recovery of vacant peaceful possession of the Suit Schedule Property, is entitled to receive all the dues along with all future damages/mesne profits at the prevailing market rate computed at Rs. 50,000/- per month, for illegal occupation and use of the Suit Schedule Property, even after termination the Plaintiff with 18% (eighteen percent) interest along with damages for illegal use and occupation of the Suit Schedule Property.

10. Plaintiff submits that the particulars of arrears of rents are as follows:

S. No.	Claim Particulars	Amount (Rs-Ps)
1.	Arrears of rent calculated at Rs. 40,000/- for the period March 2021 to March 2023 (26 months) U/s. 20 of TSCF & SV Act.	Rs. 10,00,000
2.	Interest payable calculated @ 18% p.a. on the arrears of rent for the period	Rs. 1,94,301

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	from March 2021 to March 2023 U/s. 20 of TSCF & SV Act.	
	Total Amount	Rs. 11,94,301
Rupees Eleven Lakhs Ninety-Four Thousand Three Hundred and One Only		

IV. CAUSE OF ACTION:

Cause of action for the suit arose on March, 2021 when the Defendant failed to pay the arrears of rent; on 27.12.2022 when the Plaintiff sent a Legal Notice; on 15.01.2023 when Defendant failed to vacate the Suit Schedule Property and pay the arrears of rent and the cause of action is still subsisting.

V. JURISDICTION:

Cause of action for the suit arose at Municipal No(s) 2-3-22/G and 2-3-22/9, Minister Road, Ranigunj, Secunderabad, Hyderabad District, Telangana State, which is within the territorial jurisdiction of this Hon'ble Court. Therefore, this Hon'ble Court has jurisdiction to try the suit.

VI. LIMITATION:

Cause of action for the suit arose in March, 2021 and the suit is well within limitation.

VII. COURT FEES:

Plaintiff values the relief of eviction for the purpose of court fees and jurisdiction at Rs. 4,80,000 (Rupees Four Lakh Eighty Thousand Only) on Rs. 40,000/- p.m. and herewith pays a court fee of Rs. Rs 7,226/- under Section 40 (2) of

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Telangana Courts Fees & Suits Valuation Act, Article I B and C of Schedule 1 of TSCF & SV Act which is sufficient and the relief of arrears of rent for purposes of court fees is valued at Rs. 12,09,301/- (Rupees Twelve Lakhs Nine Thousand Three Hundred and One) and herewith pays a court fee of Rs. 14,376 under Section 20 Article I B and C of Schedule 1 of TSCF & SV Act. As such a total amount of Rs. 21,602/- is paid towards court fee.

S. No.	Claim Particulars	Amount (Rs-Ps)
1.	Arrears of rent calculated at Rs. 40,000/- for the period March 2021 to March 2023 (26 months) U/s. 20 of TSCF & SV Act.	Rs. 10,00,000
2.	Interest payable calculated @ 18% p.a. on the arrears of rent for the period from March 2021 to March 2023 U/s. 20 of TSCF & SV Act.	Rs. 1,94,301
Total Amount		Rs. 11,94,301
Rupees Eleven Lakhs Ninety-Four Thousand Three Hundred and One Only		

Thus, a total CF of Rs. 21,602 i.e., Rs. 7226 towards valuation of suit Rs. 14,376 towards other reliefs as prayed for are paid which is sufficient vide challan no. _____.

VIII. DECLARATION:

Plaintiff submits that there are no other suits pending between the parties in respect of the reliefs claimed in the present suit in any other court.

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IX. PRAYER:

Plaintiff therefore prays for Judgment and Decree against Defendant and all persons claiming through or under her giving the following relief's :

- a. To direct Defendant or anyone claiming through her to vacate the Suit Schedule Property i.e Shop/Mulgie admeasuring 320 Square ft. on ground floor and 320 Square ft. on first floor bearing Municipal Nos. 2-3/22G and 2-3-22/9 along with an undivided share in land admeasuring 36 Sq. yds. Situated at 2-3-22, Minister Road, Rani Gunj, Secunderabad, Telangana State, and to hand over vacant and peaceful possession of the same to Plaintiff or his authorized representative;
- b. To direct the Defendant to pay a sum of Rs. 11,94,301/- towards the arrears of rent & interest to the Plaintiff,
- c. To direct the Defendant to pay future monthly rents @ Rs. 50,000/- (Rupees fifty Thousand Only) per month along with interest @18% p.a, for use and occupation of the premises from the date of filing of this Suit till the date of handover of the vacant possession of the Suit Schedule Property till the date of vacating and handing over the Suit Schedule Property to the Plaintiff.
- d. To permit Plaintiff to take steps for ascertainment of mesne profits from the date of the suit to till delivery of possession.

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e. To award costs of the suit, and

f. To grant such other relief / reliefs as this Hon'ble Court deems fit and proper under the circumstances of the case.

COUNSEL FOR PLAINTIFF

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PLAINTIFF

Place: Hyderabad

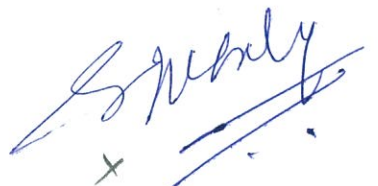
Date: .06.2023

VERIFICATION

I, Gaurang J. Mody, S/o. Late Sri. Jayantilal Mody, aged about 54 years, Occupation: Business R/o. Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad- 500016, do hereby declare that the above statements are true to the best of my information, knowledge and belief. Hence verified.

Place: Hyderabad

Date: .06.2023


X
PLAINTIFF

SUIT SCHEDULE PROPERTY

All that Shop/Mulgie admeasuring 320 Square ft. on ground floor and 320 Square ft. on first floor bearing Municipal Nos. 2-3/22G and 2-3-22/9 along with an undivided share in land admeasuring 36 Sq. yds. Situated at 2-3-22, Minister Road, Rani Gunj, Secunderabad, Telangana State, and bounded by:

North	Neighbour's property belongs to Ranga Reddy and Brothers
South	Road
East	Ground floor premises no. 2-3-22/F & First floor premises no. 2-3-22/8
West	Ground floor premises no. 2-3-22/H & First floor premises no. 2-3-22/10

Counsel for Plaintiff

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PLAINTIFF

Place : Hyderabad

Date : .06.2023

VERIFICATION

I, Gaurang J. Mody, W/o. Late Sri. Jayantilal Mody, Aged about 54 years, Occ: Business R/o. Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad- 500016, do hereby declare that the description of the above Suit Schedule Property is true to the best of my information, knowledge and belief. Hence verified.

Place: Hyderabad

Date: .06.2023

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PLAINTIFF

LIST OF DOCUMENTS

Sl. No.	Date of Document	Parties to the Document	Description of the Document
1.	20.02.2020	Plaintiff	Certified Copy of Sale Deed No. 389 of 2020
2.	20.02.2020	Plaintiff	Certified Copy of Sale Deed No. 391 of 2020
3.	18.02.2021	Plaintiff and Defendant	Certified Copy of Sale Deed No. 509 of 2021
4.	27.12.2022	Plaintiff and Defendant	Office Copy of the Legal Notice along with original postal receipt
5.	30.12.2022		Tracking receipt
6.	-	Plaintiff	Statement of Computation

COUNSEL FOR PLAINTIFF


PLAINTIFF

Place : Hyderabad

Date : .06.2023

O.S. No. **OF 2023**

Gaurang J. Mody

..Plaintiff

Nisha Shah

..Defendant

PLAINT REPRESENTED BY
PLAINTIFF UNDER SECTION 26
& ORDER VII RULE 1 OF CODE
OF CIVIL PROCEDURE, 1908

FILED ON: .06.2023

FILED BY: Counsel for Plaintiff

SHARATH CHANDUPATLA

AABHA MIRZA

ADVOCATES

Address for Service:

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