

IN THE COURT OF THE XX JUNIOR CIVIL JUDGE:
CITY CIVIL COURT AT: HYDERABAD

O.S. NO. 3180 OF 2016

Between:

Mrs.Sajda Sultana

.... Plaintiff

AND

M/s. Modi Builders Methodist Complex & Others

.... Defendants

WRITTEN STATEMENT OF THE DEFENDANT NO1

The Defendant No.1 submit as follows:

This Defendant submits that this written statement is filed also on behalf of the other Defendants.

This Defendant denies all adverse allegations contained in the plaint and if any allegation not specifically denied should not be deemed to have been admitted.

1. With regard to para 1 & 2 the same is formal and does not call for any specific reply.
2. With regard to Para no.III (1) it is true to the extent that the Plaintiff is in occupation of premises No.309 and 310B in the IIIrd floor, Methodist Complex. The Plaintiff had taken the property on lease in her individual capacity. Is it respectfully submitted that these Defendants have no knowledge with regard to the alleged partnership or the nature of their business.
3. With regard to Para no.III (2) the averments therein are true and hence not denied.
4. With regard to Para no.III (3) it is absolutely false that in the month of September the Defendants are some other people went to the Suit Schedule Property and threatened the Plaintiff to vacate the premises and also demanded for increase in the rent or the Security Deposit. Hence the question of the Plaintiff making any request to the defendants or their supporters with regard to the lease agreement or the Security Deposit does not arise. The intervention of any well wisher of the plaintiff for pacifying the Defendants does not arise. It is absolutely false that the Plaintiff is paying the monthly rents regularly.

5. With regard to Para no.III (4) it is absolutely false that the Plaintiff is regularly paying the rents and there are no arrears. It is true that the Plaintiff has paid a Security Deposit of Rs.75,000/- and the same is acknowledged through bank endorsement. As the transactions are all through bank endorsements the question of issuing receipts does not arise.

6. With regard to Para no.III (5) the averments therein are denied for want of knowledge and the petitioner is put to strict proof of each and every allegations there in.

7. With regard to Para no.III (6) it is not true to say that the Defendants have any evil eye on the business of the Plaintiff. These Defendants deny for want for knowledge the allegations regarding the investments being made by the Plaintiff. It is absolutely false to say that the Defendants are negotiating with any third party for getting higher rents for the Suit Schedule Property.

8. With regard to Para no.III (7) the averments therein are concocted for filing this suit. It is denied that the Defendants or any one claiming through them had visited the suit schedule property on any day much less on 21.10.2016 for threatening the Plaintiff to vacate the premises or that any well wisher of the Plaintiff intervened. It is not true to say that the Plaintiff explained her difficulty nor that the Defendant threatened before leaving that they will come back any point of time and evict the Plaintiff forcibly. As the Defendants or their men never visited the Suit Schedule Property on 21.10.2016 the question of plaintiff expressing her inability to vacate nor about her investments does not arise. The other averments in the para are purely concocted for the purpose of filing the suit and hence vehemently denied.

9. With regard to Para no.III (8) the averments therein are concocted for filing this suit. It is denied that the Defendants or any one claiming through them had visited the suit schedule property on any day much less on 18.12.2016 for threatening the Plaintiff to vacate the premises nor caused any damage to the properties of the Plaintiff. It is absolutely false to say that the Defendants left the place after openly threatening the Plaintiff. Hence the

question of intervention of well wishers for stopping the alleged illegal acts of the Defendants does not arise.

10. With regard to Para no.III (9) the Plaintiff has not established any prima facie case nor the balance of convenience. The Defendants never tried to forcibly evict the Plaintiff nor have the Defendants resorted to any illegal acts. The Plaintiff will not be subjected to any irreparable loss as the Defendants have never tried to illegally evict the Plaintiff.

11. With regard to Para no.III (10) the Defendants do not have any personal knowledge regarding the business started by the Plaintiff nor regarding the other formalities completed by the Plaintiff and hence denied.

12. With regard to Para no.III (11) the Defendants never tried to evict the Plaintiff any time, so the question of the Plaintiff approaching the concerned police and the police giving any appropriate protection and advising the Plaintiff that the matter is of civil nature is absolutely false and hence denied.

13. With regard to Para no.III (12) there is no interference from the Defendants or any one claiming through them and there is no necessity for seeking any relief from this Hon'ble court, much less a permanent injunction.

14. With regard to Para no.III (13) the Plaintiff does not have any evidence to support her allegations made in the plaint nor the balance of convenience is in favour of the Plaintiff.

15. With regard to Para No.V, no cause of action arose on any day much less on 18.12.2016.

The Defendants submit as follows:

The Plaintiff paid an aggregate sum of Rs.72,000/- at irregular intervals. After giving credit to the said amount the Plaintiff 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 Plaintiff has not paid Service Tax right from the inception of the tenancy. In spite of repeated demands the Plaintiff has failed to pay the arrears of rent and other amounts due. The Defendants are not desirous of continuing the tenancy.

For Madi Builders (Methodus Complex)

Partner

The Defendants submit that as the Plaintiff was very irregular in the payment of rents, the Defendants got issued a notice dtd.4.11.2016 through its counsel and the same was received by the Plaintiff. The tenancy of the Plaintiff was terminated through the above notice and also the Plaintiff was directed to pay all the rental dues and General amenities charges. The Plaintiff did not give any reply to the said notice nor she did comply with the demands contained in the said notice.

The Defendants herein have filed a suit for eviction, recovery of rents and future mesne profits against the Plaintiff herein which is numbered as OS No.1232 of 2016 on the file of the Ist Senior Civil Judge,CCC, Hyderabad.

The Plaintiff has approached this Hon'ble court by suppressing facts. The Plaintiff has not mentioned anything in her pleadings regarding the notice given by the Respondents. The Plaintiff is a chronic defaulter and has not paid the rents from July'2016 till this date. In fact the suit has been filed by the Plaintiff as a counter blast to the notice given by the Defendants for vacating the premises.

It is therefore prayed that this Hon'ble court may be pleased to dismiss the above suit for Injunction.

~~For Mod Builders (Methodist Complex)~~

Sworn and signed before me
On this the ____ Janunary 2017.

Deponent

Partner

Advocate/Secunderabad.

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AND

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& Others
.... Defendants

WRITTEN STATEMENT OF THE
DEFENDANT NO1

Filed on: .01.2017

Filed by: Sri.C.Balagopal
Advocate

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COUNSEL FOR DEFENDANTS