

IN THE COURT OF THE HON'BLE XX JUNIOR CIVIL JUDGE

AT: HYDERABAD

O.S.NO: 3180 OF 2016

Between:

Ms.Sajda Sultana

.....Plaintiff

A N D

M/s.Modi Builders & Others

..... Defendants

CHIEF AFFIDAVIT OF PW-1

I, Ms.Sajda Sultana, D/o,Abdul Razak, Age:29Years Occ:Business M/s Protos 3rd floor 309&310-B Methodist complex, Chirag Ali Lane, Abids Hyderabad. Do here by solemnly and sincerely affirm state oath as follows

1. I am the Deponent herein and petitioner/plaintiff in suit as such I am well acquainted with the facts of the case.
2. It is respectfully submits that, I hails from respectful family, my self and another one Mr. Ramesh.G have established a registered partnership firm as per partnership deed dated 20-Febraury-2016, for training institute under the name and style of "M/s. Protos" run by myself at bearing No: 309, 310-B 3rd Floor, Methodist complex, bearing No:5-9-189/190, Chirag Ali Lane, Abids, Hyderabad in an admeasuring area of 2470.Sft.
3. It is submitted that I am the tenant in respect of suit schedule property and the defendants are the owners of the suit schedule property. Myself and defendants are entered into lease agreement along with amenities agreement on 26-march-2016. As per the lease and amenities agreements, the monthly rent is Rs.12,000/- Per Month(exclusive of water and electricity consumption) and amenities charges is 12,000/-Per Month payable on or before 7th day of each English calendar month and the tenancy starts from 1st of every month and ends with the end of the month, and I paid

an amount of Rs.75,000/- (Rupees Seventy five thousand only) towards security deposit, the security deposit amount is refundable at the time of vacating the premises without interest, and I shall pay increase rent of 15% existing rent on existing amount every three years. The Lease agreement is terminable by 6 months' notice.

4. It is submitted 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 my partner Mr. Rahul to defendant through phone, as a response they send an e-mail stating for repair of damages. It is submitted that the Defendant sent mail contains improper conditions, as a result the I and my partner rejected, and the defendant intimated on phone to me that after compensating the damage I will pay the rent. As to that condition, they agreed and accepted for not paying the rent and assured me for settle the issue very soon.
5. It is respectfully submits that, in the month of September 2016 the defendants and some other people came to my training institution and they demanded to vacate the suit schedule premises, otherwise they insisted for a rent of Rs. 40,000/- Per Month and extra deposit amount i.e Rs.1,00,000/- (Rupees One Lakh only) then I requested

defendants and their supporters, already as per the lease agreement I had paid Rs. 75,000/- (Rupees Seventy Five thousand), as security deposit as well as paid regularly monthly rents, then the well-wisher of mine came and pacified the matter, then the defendant and their supporters left the suit schedule property.

6. It is respectfully submits that, I am paying regularly rents as per the lease agreement and there are no arrears. I deposited Rs. 75,000/- (Rupees Seventy-Five Thousand Only) towards security deposit through bank and I requested defendant to issue the receipt towards the security deposit amount along with monthly rents. Then defendants said that, as there is no practice of issuing receipts in our company name, and in spite of my demand, the defendants are reluctant in issuing receipts.
7. It is submitted that as per the terms of lease agreement, I started my business under the name and style of "M/S Protos" training institution along with my partner and registered a firm under the Andhra Pradesh Shops and Establishment Act 1988 in the month of March-2016 after registration she has started her business. In fact, the Plaintiff commenced her business by obtaining proper permission from the government department.
8. It is respectfully submitted that I am after obtaining the premises developed my business by investing huge amount about Rs.10.00 lacs to Rs.15.00 lacs in purchasing goods, furniture etc., and as the defendants has got evil eye as I am flourishing and was successful in the business. As I am running business under sound lines in order to enhance monthly rents abruptly the defendants started harassing me by demanding to vacate the premises immediately. I reliably came to know that the defendants are negotiating with other parties of another training institution and also negotiated at higher rate of rents and expressed that they will be getting

double the rents from what I am paying. In order to develop the business, I have taken sufficient precautions.

9. It is respectfully submits that, the defendants in spite of knowing fully well that initially lease agreement is for a period of 3 years and subsequently it shall extend from 3yearsr to years, now without following procedure and without giving any opportunity to explain, the defendants are trying to evict me forcibly. In order to achieve their goal, the defendants along with supporters came to the suit premises on 21.10.2016 however when I explained regarding my difficulties though the defendants convinced themself left the place but however while leaving the place threatened that they will come at any point of time and evict me forcibly. I though expressed my inability to vacate the premises as already I invested huge amounts and carrying business and also though I am running business under profits, I and my partner are solely dependents on the business and they have no other alternative for their livelihood.

10. It is submitted that in order to achieve their goal, again the defendants came to the suit premises on 9.12.2016 along with their henchmen and tried to dispossess me forcibly by throwing out the Articles from the suit schedule property and also try to cause damage to the furniture and computers. Immediately I am with the help of neighbours and well-wishers stopped the illegal acts of the defendant, and was successful in stopping the illegal acts. Though the defendants left the place they openly threatened that they will take law into their hands and evict me forcibly. It is submitted after these instance the defendant has filed eviction suit against me before the Hon'ble I Senir Civil Judge Court Hyderabad vide O.S.No:1232 of 2016 which is pending for the adjudication in that suit they prayed for the Strike Off defence for not paying the rent, by violating the terms of the oral assurance which was given by them in that circumstance I was compelled to file CRP Before the Hon'ble High Court the same was allowed on the condition for paying the arrear rents

of Rs.1,21,200/-(One Lakh Twenty One Thousand and two hundred Only) and the same was paid by me to comply the order.

11. It is submitted that to claim the damages I have filed a suit for damages against the defendant for an amount of Rs.12,13,600/-(Twelve Lakhs Thirteen Thousand and Six Hundred Only) which is pending before the Hon'ble I Senior Civil Judge vide O.S.No:13 of 2018 which is pending for the adjudication.
12. It is respectfully submitted that, I established prima facie case that I am in possession of the suit schedule property as a tenant and entered into lease agreement as such lease agreement is in force and the defendant's cannot evict me without observing due process of law by taking law into their hands and I also established balance of convenience and irreparable loss will be caused in case if the defendants succeeds in their illegal acts.
13. It is submitted that, I started business under the name and style of "**M/S Protos**", and also obtained certificate of registration and bank account and also paying necessary license fees to the Municipal Corporation. In order to establish the possession, I filed herewith license, Electricity Bills partnership deed, lease agreement along with amenities agreement. etc
14. It is submitted that the defendants tried to evict me forcibly immediately I approached the concerned police and the police in spite of coming to the rescue and by giving appropriate protection, advised me to approach Civil Court as the matter is in civil nature. As there is no option left out, I have approached this Hon'ble Court by way of Injunction.
15. It is respectfully submits That I am filing this present suit for seeking perpetual injunction against the defendants, their legal representatives, legal heirs, agents, etc., restraining them from interfering with my peaceful possession and

enjoyment of the suit schedule property, pending disposal of the main suit.

16. It is respectfully submitting That the evidence on record correlating the facts and balance of convenience is in my favour, as such this Hon'ble Court can entertain the same.

17. It is respectfully submitting that following documents are submitted in supporting of my suit.

LIST OF DOCUMENTS

S.No.	Date	Description of the document
Ex-P1	2-3-2016	Registration certificate for business
Ex-P 2	20-02-2016	Partnership deed → Ex A-1
Ex-P 3	1-1-2016 to 01-07-2016	Bank statement → Ex A-2
Ex-P 4		Original Receipt of Electricity Bills
Ex-P5		E-mail sent by the defendant to me

PRAYER

I therefore pray that this Hon'ble Court may be pleased in the interest of justice to grant **PERPETUAL INJUNCTION** restraining the respondents/defendants, their henchmen, persons claiming under them or anybody else claiming through them from interfering with my peaceful possession and enjoyment of the suit schedule property i.e., All that Plot No. Situated at No: 309, 310-B 3rd Floor, Methodist complex, bearing No:5-9-189/190, Chirag Ali Lane, Abids, Hyderabad in an admeasuring area of 2470.Sft or thereby dispossessing me forcibly from suit schedule

property till the disposal of the suit or else I will be put to too much of irreparable loss and injury and prejudice.

b) To award costs of the suit

c) And to pass such other order or orders that are deem fit and proper in the circumstances of the case.

Deponent

Sworn and signed before me

on this the 30th day of January 2018

identified by me Laxmikanth T Vukkalkar, Advocate

//Attested//

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Filed On: 30 .01.2018

Filed By: Counsel for Plaintiff

M/s. Aditya Law Firm

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