

IN THE COURT OF THE HON'BLE 1st JUNIOR CIVIL JUDGE C.C.C AT
SECUNDERABAD

O.S.NO. 394 OF 2013

Between:

M/s.M.C. Modi Educational Trust ... Plaintiff

And

M/s.PELICAN SERVICES ... Defendant

CHIEF AFFIDAVIT IN LIEU OF EVIDENCE OF PW1

I L. Ramacharyulu s/o. L. Ragavender Rao, aged 51 years r/o. M.G. Road, Secunderabad, do here by solemnly affirm and state on oath as follows:

I am the Legal Officer of the plaintiff and as such well aware of the facts deposed hereunder.

1. I submit that the plaintiff is the owner of premises bearing Municipal No.5-4-187/3&4, consisting of land and upper structure including therein, basement and three floors situated at M.G.Road, Secunderabad. The Defendant had obtained a portion of office space in the above said premises admeasuring 200 Sq.ft., on the II floor and about 30 Sft., of Storage space on the ground floor on a monthly rent of Rs.1,440/- under a lease agreement dated 1st June 2002, exclusive of water and Electricity charges. The rent is enhanced from time to time and the present rent is Rs. 2, 745/- apart from the rent the Defendant has agreed to pay maintenance charges and service tax. As per the terms of the lease agreement the lease period is for three years. And subsequently no fresh lease deed was entered between the parties. As there is no subsisting and valid lease deed between Plaintiff and Defendant, the lease is month to month basis only. The subject building is more than 30 years old.

2. I submit that the Defendant is very irregular in payment of rent as well as payment of service tax and maintenance charges. The Defendant is

4. I submit that the defendant to get over the notice dtd. 13.1.12012 got issued by the plaintiff; the defendant sent a notice through his counsel asking the Bank A/c.No. of the plaintiff for deposit of the rents. The plaintiff sent a proper reply notice through its counsel. The defendant had filed a petition before the Additional Rent Controller, Secunderabad from the defendant.

3. I submit that the tenancy of the defendant in the IInd floor and Ground floor of Soham Mansion, MG Road, is not governed by the provisions of AP Rent Control Act, as the premises is owned by a Charitable Educational Trust. The Govt. had passed G.O.Ms.No.622 of 4th May 1960, wherein it has given exemption to all properties which are owned by charitable institutions from the application of the A.P. Buildings (Lease, Rent & Eviction) Control Act of 1960. The tenancy of the defendant in respect of the suit schedule property was terminated vide notice dated 13.1.2012 which was received by the defendant on 17.1.2012 in person and got issued a reply notice through his counsel. A copy of the notice and the reply notice are filed. As the tenancy is terminated the plaintiff has abstained from receiving the rents thereafter

liable to be evicted on this ground from the suit schedule property. is deliberate and amounts to willful default. Hence the Defendant is the period from June 2012 to December 2012. The act of the Defendant (fifteen only). The Defendant committed default in payment of rents for a sum of Rs. 46, 815/- (Rupees forty six thousand eight hundred and includes an amount of Rs.16,954/- towards Service Tax), aggregating to arrears of rent for the period from June 2012 to December 2012 (which (Rupees thirty two thousand eight hundred and fifty five only) towards December 2004 to December 2012 and a further sum of Rs. 32, 855/- and sixty only) towards maintenance charges for the period form now due a sum of Rs.13,960/- (Rupees thirteen thousand nine hundred

which was numbered as RC No.166 of 2012 for deposit of rents. The Additional Rent Controller was pleased to dismiss the application with an observation that the suit schedule property is not covered by Rent Control Act.

I therefore pray that suit may be decreed as prayed for.

Sworn & signed before me on
this 29/01/2014 at secunderabad.

Deponent

LIST OF DOCUMENTS

1. Lease Agreement dated 01-06-2002 -- ~~Xerox copy~~ *original*
2. Trust Resolution dtd. 2.11.2000 -- ~~Xerox copy~~ *original*
3. Notice of the Plaintiff dtd. 13.1.2012 -- Office Copy
4. Reply of the Defendant -- Office Copy
5. Notice of the Defendant dtd. 15.11.2012 -- Office Copy
6. Reply of the Plaintiff dtd. 26.11.2012 -- Office Copy
7. Postal Acknowledgement of Defendant - Original
8. *authentic letter* *original*

Secunderabad.
Date: 29/01/2014.

Deponent.

Advocate/secunderabad.

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Plaintiff ...

And

M/s.PELICAN SERVICES
Defendant ...

**CHIEF AFFIDAVIT IN LIEU OF
EVIDENCE OF PW1**

Filed on: 29/01/2014.

Filed by:

Sri C.BALAGOPAL
Advocate

Flat No.103, Suresh Harivillu Apts,
Road No.11, West Marredpally
Secunderabad - 500 026.
Ph: 64570512

COUNSEL FOR PLAINTIFF