

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

O.S.NO. 394 OF 2013

Between:

M/s.M.C. Modi Educational Trust
Represented by its Trustee
Mr.Soham Modi, having its office
At 5-4-187/3&4, II Floor,M.G.Road
Soham Mansion,Secunderabad

... Plaintiff

And

M/s.PELICAN SERVICES
Represented by Mr.Benedict Ceaser
S/o M.Philip, aged major,
R/o Plot No.12, Shameerpet,
Secunderabad - 500014.

... Defendant

ALSO AT

H.No. 5-4-187/3&4, IIInd Floor,
Soham Mansion,MG Road,
Secunderabad - 500 003

SUIT FOR EJECTMENT, MESNE PROFITS AND DAMAGES

PLAINT FILED UNDER SECTION 26 C.P.C.

1. Description of the Petitioner:

The Description of the Petitioner is the same as mentioned in the Cause Title.

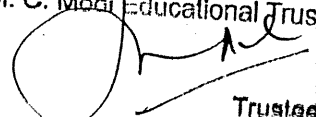
The address for service of summons and notices on the petitioner is as mentioned above in the cause title and that of their counsel Sri.C.Balagopal, Smt.Ameerunnisa Begum, Sri.K.Vijaya Saradhi and C.V.Chandramouli, Flat No.103, Suresh Harivillu Apartments, Road No.11, West Marredpally, Secunderabad.

2. Description of the Respondent:

The Description of the Respondent is the same as mentioned in the cause title.

The address for service of summons and notices on the Respondent is as mentioned above in the cause title.

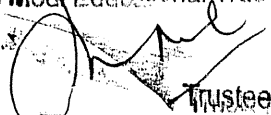
For M. C. Modi Educational Trust


Trustee

3. Facts of the Case:

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

For M. C. N. Educational Trust


Trustee

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 along with this plaint. As the tenancy is terminated the plaintiff has abstained from receiving the rents thereafter from the defendant.

- d) The plaintiff submits that the defendant to get over the notice dtd. 13.1.2012 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 has now filed a petition before the Additional Rent Controller, Secunderabad which is numbered as RC No.166 of 2012 for deposit of rents. The plaintiff is filing the counter in the above petition without prejudice to its rights in this suit. Hence this suit.

4. Jurisdiction:

The Suit schedule property is situated at M.G.Road, Secunderabad is within the territorial jurisdiction of this Hon'ble court, as such the Hon'ble Court can entertain and try the Suit. Hence this Hon'ble court has got jurisdiction.

6. Court Fee:

The suit is valued for the purpose of court fee and jurisdiction at Rs.46,850/- which is the arrears of rent, Service Tax and maintenance charges for the suit schedule property and an advalorem court fee of Rs._____ is paid herewith U/s 8 of A.P.C.F. and S.V.Act.

7. Prayer:

The Plaintiff prays that this Hon'ble court be pleased to pass a Judgment and Decree in favour of the Plaintiff and against the Defendant granting the following reliefs:-

- a) To direct the Defendant to vacate and handover the peaceful possession of the suit schedule property;
- b) To direct the Defendant to pay a sum of Rs.10,000/- towards mesne profits and damages from 01.02.2013 till the disposal of the suit or till the

date of delivery of vacant and peaceful possession by the Defendant to the Plaintiff.

- c) To direct the defendant to pay sum of Rs.46,815/- towards arrears of rents
- d) To grant the costs of the suit and
- e) To pass such other relief or reliefs as are just and necessary in the circumstances of the case.

Counsel for Plaintiff

HYDERABAD

Date:

For M. C. Modi Educational Trust


PLAINTIFF Trustee

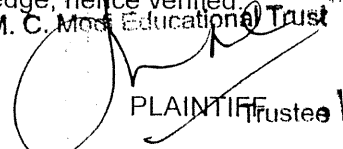
VERIFICATION

I, Soham Modi, Trustee of the petitioner Trust herein, do hereby declare that the facts mentioned above are true to the best of my knowledge, hence verified.

For M. C. Modi Educational Trust

Secunderabad.

Date:


PLAINTIFF Trustee

SCHEDULE OF PROPERTY

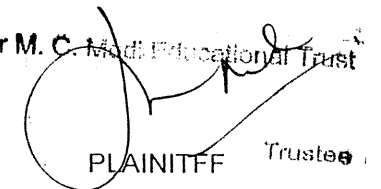
Office Space admeasuring 200 Sqft. on the IInd floor and about 30 Sqft of Godown space in the ground floor forming a portion of Municipal bearing No.5-4-187/3&4, H.No.5-4-187/3&4, IInd Floor, Soham Mansion, MG Road, Secunderabad - 500 003 and bounded on the

North by	:	Premises belonging to M/s.Luharuka & Associates
South by	:	Common Passage
East by	:	Common Passage
West by	:	Office space

Secunderabad.

Date:

For M. C. Modi Educational Trust


PLAINTIFF Trustee

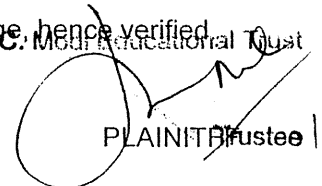
VERIFICATION

I, Soham Modi, Trustee of the plaintiff trust herein, do hereby declare that the facts mentioned above are true to the best of my knowledge, hence verified.

For M. C. Modi Educational Trust

Secunderabad.

Date:


PLAINTIFF Trustee

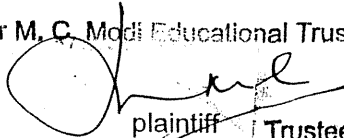
LIST OF DOCUMENTS

1. Lease Agreement dated 01-06-2002 - Xerox copy
2. Trust Resolution dtd. 2.11.2000 -- Xerox copy
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

(Originals will be produced at the time of trial)

Secunderabad.
Date:

For M. C. Modi Educational Trust


plaintiff Trustee

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

O.S.NO. _____ OF 2013

Between:

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

And

M/s.PELICAN SERVICES
... Defendant

**SUIT FOR EJECTMENT,
MESNE PROFITS AND
DAMAGES**

**PLAINT FILED UNDER
SECTION 26 C.P.C.**

Filed on:

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