

IN THE COURT OF THE HON'BLE PRINCIPLE RENT CONTROLLER CITY CIVIL
COURT AT: SECUNDERABAD

I.A.No. OF 2012

IN

R.C.No. 166 OF 2012

Between:

M/s.Pelican Service.

...Petitioner/Petitioner

AND

M.C. s
M/s.Modhi Educational Trust.

...Respondent/Respondent

AFFIDAVIT

I, Bendict Ceaser S/o Mr.M.Philip, aged about 41 years, Occ: Business Proprietor of Pelican Service, R/o Plot No.12, Friends Colony, Shameerpet Village and Mandal, R.R.District, do hereby solemnly and sincerely affirm and state on oath as follows:

1. That I am the deponent/petitioner herein as such I am well acquainted with the facts that deposed hereunder. I filed the main petition U/s.8(5) of A.P. Buildings (Lease, Rent, Eviction) Act of 1960 for depositing the rents of the petition schedule property.

2. I crave the leave of this Hon'ble Court to treat the averments of the main petition as a part and parcel of this petition.

3. I further submit that I have obtained a portion of 200 Sft. of office space on the 2nd floor and a 30 Sft. space for Godown on the ground floor of a portion of premises bearing No.5-4-187/3/4, Soham Mansion, Karbala Maidan, M.G.Road, Secunderabad. By virtue of a lease dt:01-06-2002 on monthly rent of Rs.1440/- per month exclusive of water and electricity charges for the period of 3 years initially with retrospective effect which commences form 01-07-2001 with a stipulation that the rents for the petition schedule property will be enhanced by 20% over the prevailing rent as long as tenant continue as a tenant in the petition schedule property. Accordingly the quantum of rent for the petition schedule property is enhanced from time to time and the present quantum of rent paying by the petitioner is sum of Rs.2489/- for the property under the occupation of this petitioner. The petitioner used to pay the rents to

peacefully by paying the agreed rent to the respondent as per the lease dt:01-06-2002 this petitioner ever since the inception of the tenancy over the petition schedule property is very prompt and diligent in the payment of rent to the respondent herein and paid the rents till August, 2012 through cheque.

5. The petitioner further submits that the respondent herein with a malafide intention issued a false and baseless legal notice dt:13-01-2012 to this petitioner for which the petitioner replied the same suitably through his counsel by rebutting all the alleged allegations in the said notice after receiving the same the respondent kept quite for some time keeping the grudge over the petitioner stop receiving the rents of September, 2012 as tendered by this petitioner vide cheque bearing No.124275 dt:29-09-2012. Thereafter the petitioner waited till next month i.e., October, 2012 yet again tendered the earlier cheque i.e., the cheque towards the rent of September, 2012 together with a cheque of October, 2012 vide cheque bearing No.797027 dt:31-10-2012 for a sum of Rs.2489/- respectively the rents for month of September, October, 2012. The respondent herein intentionally refused to accept the same with a malafide intention to brand the petitioner as a defaulter. Thereby the petitioner yet again tendered this same through EMO (Electronic Money Order) vide No.00246121108080833 dt:08-11-2012 towards the rent for which also this respondent deliberately and malafidely refused to accept the same. Thereafter the petitioner issued a legal notice dt:05-11-2012 calling upon the respondent to specify the bank account so that the petitioner deposit the rents in the bank account together with the rent of November, 2012 even after receiving the said notice, even after receiving the said notice the respondent neither specified the bank account nor come forward to receive the rents for the period of September, October, November, 2012. Thereafter this petitioner constrained to sent the same through EMO (Electronic Money Order) vide No.000246121130082675) dt:30-11-2012 the same also refused by this respondent.
000246121130082647

6. The petitioner further submit that the petitioner is a statutory ^{Tenant} ~~period~~ of the petition schedule property as contemplated/envisaged under the Rent Control Act and complied all the provisions as stipulated U/s.8 of A.P.Building (Lease, Rent, Eviction) Act of 1960. There is apprehension that the respondent may not receive the future rents of the petition schedule property as such the

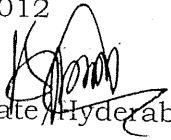
FOR PETITIONER SERVICE

PETITIONER

1 have no other recourse had approached this Hon'ble Court seeking its permission to deposit the rents before the court.

Therefore it is just and necessary to permit the petitioner herein to deposit the rents in the court till the disposal of the main application otherwise the petitioner put to irreparable loss and inconvenience which cannot be compensated in any terms and it is prayed accordingly.

Sworn and signed before me
on this the ~~15~~¹⁶ day of December, 2012
at: Hyderabad.


Advocate Hyderabad

FOR PELICAN SERVICE


Deponent

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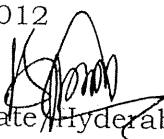
FOR PETITION SERVICE

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