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**IN THE COURT OF THE HON'BLE I JUNIOR CIVIL JUDGE, CITY
CIVIL COURT, AT: SECUNDERABAD.**

O.S.NO. 394 OF 2013

BETWEEN:

M/S M.C.MODI EDUCATIONAL TRUST,
Rep. by its trustee

.. Plaintiff

And

MS/ PELICAN SERVICES,
Rep. by its Proprietor

.. Defendant

WRITTEN STATEMENT OF THE DEFENDANT

May it please your Honour.

1. The defendant No.1 humbly submits his written statement as follows.
2. That the suit of the plaintiff for the relief of ejectment, mesne profits and damages against the defendant is not maintainable either in law nor in facts, stated in the plaint as such the same is liable to be dismissed in limini.
3. That the suit of the plaintiff is also bad for the issuance of notice under section 106 of transfer of property act, against the defendant herein, since the defendant is statutory tenant of the plaint schedule property, as such the plaintiff is not entitled for the relief as sought under the suit.
4. That the suit of the plaintiff is frivolous in its nature and vexatious in its contents and there is no cause of action for the suit, as such the suit is liable to be rejected in summarily.

Contd.2

5. In reply to Paragraph No.1 and 2 being formal and description of the parties' needs no specific reply, except the name and address of the defendant's counsel for the purpose of future correspondences is as follows.

**M/s GULAM ASGHAR HUSSAIN KHAN, ADVOCATE
70 & 71, Picket, Secundeerabad-500026.**

6. In reply to Paragraph No.3 (a) of the plaint, the contents therein are partly true and partly denied as a false. It is true that the plaintiff is the tenant of the plaint schedule property and obtained the same by virtue of lease dated: 01-06-2002, with a stipulation that the rent for the plaint schedule property will be enhanced by 20% for every 3 years, over the prevailing rent, after the expiry of the 3 years from 01-06-2002, the defendant be continued in the plaint schedule property as long as he wants to continue in premises, by paying enhanced rent as agreed between the plaintiff and the defendants by virtue of lease dated: 01-06-2002 and ever since then the defendant is in peaceful possession and occupation of the plaint schedule property and enjoying the same without any sort of interference from anybody else and it is also true that there is no fresh lease deed is executed between the plaintiff and defendant after the expiry of the three years from 01-06-2002 and the stipulations and the conditions as mentioned in the lease dated: 01-06-2002 were implied over the plaintiff and defendant since the plaintiff permitted the defendant to continue in the said premises by paying the enhanced rent for the plaint schedule property. As such the defendant

Contd.3

without any default continued in the plaint schedule property till August, 2012, the plaintiff refused to accept the rents for the month of September, 2012 thereafter the defendant herein was constrained to send the rents through money order to the plaintiff herein and the rest of contents in the said paragraph were put to strict proof by the plaintiff.

7. In reply to Paragraph No.3 (b) the contents therein are totally incorrect, therefore denied as false, the plaintiff is not entitled for any maintenance, service charges from this defendant since there is covenant or any agreement under the lease dated: 01-06-2002 for the leased premises, as such the plaintiff is not entitled for any service tax and maintenance charges, much less to the tune of Rs.13,960/- for the period from December, 2004 to December, 2012, the matter in fact is that this defendant used to pay at the rate of Rs.80/- per month, proportionately towards the janitorial expenses, security charges, standby plumber, electrician, electricity for common lighting, electricity for motor pump till 2006. Thereafter the plaintiff illegally and high handedly without any notice demolished the toilets used by this defendant and instructed the defendant not to pay any maintenance charges till new toilets will constructed, but the plaintiff deliberately till today not constructed any toilets and further miserably fails to provide the basic amenities as required for the multi storied complex, as such the plaintiff is not entitled for any maintenance and service charges as claimed under the said paragraph and similarly the plaintiff also not

entitled for any arrears of the rent from this defendant more particularly from June, 2012 to December, 2012 much less for a sum of Rs.46,815/- the matter in fact is that from the day of commencement of his tenancy i.e. from 01-06-2002 this defendant is very prompt in the payment of the rents to the plaintiff herein and the defendant used to pay the rents for the plaint schedule property through account payee cheque to the plaintiff trust, the defendant paid the rents till August, 2012 through cheques to the plaintiff, the plaintiff stopped receiving the rents from this defendant with malafide intention from September, 2012 onwards, for which the defendant herein issued number of notices to the plaintiff herein and sent the rents through money orders for the period of September, October, November, December, 2012 through money orders for which the plaintiff herein refused to entertain the same for the reasons best known to him and trying to brand the defendant as a defaulter the defendant is hereby called the plaintiff to furnish the statement of account with regard to payments received by him in respect of the plaint schedule property from 01-06-2002 to till today, which can reflect the promptness of this defendant and the rest of the contents in the said paragraphs are denied as false and baseless, as such the plaintiff is put to strict proof of the same, the plaintiff is not entitled to evict the defendant from the plaint schedule property since there is no termination clause in the lease deed dated: 01-06-2002 WHICH is continued till today, as per oral understanding between the plaintiff and this defendant, as such the alleged termination of tenancy by this plaintiff over the plaint schedule property is bad in law.

Contd.5

8. In reply to Paragraph No.3 (c) of the plaint, the contents there in are partly true and partly denied as false and baseless, it is vehemently denied by defendant that the plaintiff terminated the tenancy of this defendant by virtue of notice dated: 13-01-2012, which was received by this defendant on 17-01-2012 for which the defendant herein suitably replied the same to the plaintiff herein, the contents of the reply notice will be treated as part and parcel of this paragraphs, the matter in fact is that there is an understanding between the plaintiff and the defendant to continue in the plaint schedule property as long as the defendant paying the enhanced rent of 20% every 3 (three) year, over the plaint schedule property and there is no covenant of termination of any lease or tenancy between the plaintiff and the defendant herein, as such the defendant is continued in the premises as tenant, ever since 01-06-2002, as such the alleged notice dated: 13-01-2012 is bad in law, the plaintiff is not entitled to terminate the tenancy of this defendant over the plaint schedule property, since the stipulation as stated in the above said paragraphs is implied condition between the plaintiff and defendant herein, as such the plaintiff is not entitled to evict the defendant from the plaint schedule property, the defendant is always ready and willing to pay the rents over the plaint schedule property at any point of time, for the use and occupation of the same. As such the plaintiff is put to strict proof of rest of contents of the said paragraph.

9. In reply to Paragraph No. III (d) of the plaint, the contents there in also partly denied and partly true, as such the plaintiff is put to strict proof of the same.

10. In reply to Paragraph No.4 with regard to Jurisdiction of this Hon'ble court is not disputed, since the plaint schedule property is situated within the jurisdiction of this Hon'ble court, except invoking the same is unwarranted for the present suit.

11. In reply to Paragraph No.5 which is wrongly numbered as Paragraph No.6, the payment of court fee for the present suit is also unwarranted since there is no cause of action between the plaintiff and the defendant and also the plaintiff as no right and authority as per the lease dated: 01-06-2002 to terminate the tenancy of this defendant, as such the court fee paid under the said paragraph is also unwarranted for the present suit.

12. In reply to Paragraph No.7, the plaintiff is not entitled for any judgment and decree against this defendant more particularly the judgment of ejectment over the plaint schedule property, since the alleged termination notice dated: 13-01-2012 is bad in law, as such the plaintiff is not entitled to evict the defendant from the plaint schedule property and similarly the plaintiff is also not entitled for any damages, mesne profits against this defendant from 01-02-2013 much less a sum of Rs.10,000/- per month, since the notice dated: 13-01-2012 is bad in law and similarly the plaintiff is also not entitled for any arrears of rent from this defendant much less for a sum of Rs.46,815/- since the defendant paid the rents over the plaint schedule property through cheques till August, 2012, thereafter the defendant sent the rents to the plaintiff through money orders for which the plaintiff herein is refused to entertain the same, the defendant is always ready and willing to pay the rents any dues from September, 2012 to till today.

13. The defendant herein reserves his right for filing of additional written statement with the permission of this Hon'ble court.

Therefore, the defendant herein most humbly prays that this Hon'ble court may be pleased to dismiss the suit of the plaintiff, since it is not maintainable against the defendant herein and more over the suit of the plaintiff is bad in law, devoid of merits and untenable in law and the same may be dismissed with costs in the interest of Justice.

Place: Secunderabad.

Date: -11-201

DEFENDANT

COUNSEL FOR DEFENDANT

VERIFICATION

I, the above named defendant, do hereby declare that the contents mentioned above are true and correct to the best of my knowledge and belief. Hence, verified on this the ____ Day of November, 2013 at Secunderabad.

Place: Secunderabad.

Date: -11-201

DEFENDANT

**I JUNIOR CIVIL JUDGE, CITY
CIVIL COURT, AT:
SECUNDERABAD.**

O.S.NO. 394 OF 2013

BETWEEN:

**M/S M.C.MODI EDUCATIONAL
TRUST, Rep. by its trustee**

.. Plaintiff

And

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.. Defendant

**WRITTEN STATEMENT OF THE
DEFENDANT**

Filed on: -11-2013

Filed by: counsel for defendant

**M/s GULAM ASGHAR HUSSAIN KHAN
BUPENDER SINGH,
R.BHASKER,
ADVOCATES,**

**70 & 71, FIRST FLOOR, PICKET,
SECUNDERABAD-26**