

IN THE COURT OF THE HON'BLE ^{Kx}JUNIOR CIVIL JUDGE
AT:HYDERABAD

O.S.NO: 8180 OF 2016

Between :

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.

.....PLAINTIFF

AND

1. M/s.Modi Builders Methodist complex partnership firm,
Office at:5-4-187/3&4 M.G.Road Secunderabad.
2. Sri Soham Modi S/o. Sri Satish Modi
Age:47 Years Occ:Business
R/o. at:5-4-187/3&4 M.G.Road Secunderabad.
3. Suresh Bajaj S/o.Late Sri.Paramanand Bajaj
Age: 60Years Occ:Business,
R/o. at:5-4-187/3&4 M.G.Road Secunderabad

.....DEFENDANTS

SUIT FOR PERMANENT INJUNCTION

PLAINT FILED UNDER ORDER VII RULE 1 & 2 R/W SECTION 26 OF CIVIL

PROCEDURE CODE

May it please your Honour,

- I. Description of the Plaintiff: The description of the Plaintiff is the same as mentioned in the cause title and the address for service of summons, notices, processes is that of his counsel Disha law Firm

III. The brief facts of the case :

1. The plaintiff respectfully submits that, the plaintiff hails from respectful family, the plaintiff and another one Ramesh.G has established a registered partnership firm as per partnership deed dated 20-February-2016, for training institute under the name and style of "M/s.Protos" run by plaintiff 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 (Further reffered as suit Scheduled Property)
2. It is submitted that the Plaintiff is the tenant in respect of suit schedule property and the defendants are the owners of the suit schedule property. The Plaintiff and defendants 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 the Plaintiff 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 the Plaintiff shall pay increase rent of 15% existing rent on existing amount every three years. The Lease agreement is terminable by 6 months' notice.
3. The plaintiff respectfully submits that, in the month of September the defendants and some other people came to plaintiff training institution and they demanded to vacate the suit schedule premises, otherwise they insisted for a rent of Rs. 40,000/- PM and extra deposit amount i.e Rs.1,00,000/-(Rupees One Lakh only) then the plaintiff requested defendants and their supporters, already as per the lease agreement she had paid Rs.75,000/-(Rupees Seventy Five thousand) as security deposit as well as paid regularly monthly rents, then the well-wisher of the plaintiff came and pacified the matter , then the defendant and their supporters left the suit schedule property.

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4. It is respectfully submits that, the plaintiff has paying regularly rents as per the lease agreement and there are no arrears. The plaintiff deposited Rs.75,000/- (Rupees Seventy Five Thousand Only) towards security deposit through bank and the plaintiff 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 the plaintiff's demands, the defendants are reluctant in issuing receipts.
5. It is submitted that as per the terms of lease agreement, the plaintiff started her business under the name and style of "M/S Protos" training institution the plaintiff partner registered a firm under the Andhra Pradesh Shops and Establishment Act 1988 in the month of March-2016 after registration started her business. In fact the Plaintiff commenced her business by obtaining proper permission from the government department.
6. It is respectfully submitted that the Plaintiff after obtaining the premises developed her 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 the plaintiff flourishing and was successful in the business. As the Plaintiff is running business under sound lines in order to enhance monthly rents abruptly the defendants started harassing the plaintiff by demanding to vacate the premises immediately. The Plaintiff 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 the Plaintiff is paying. In order to develop the business, the Plaintiff has taken sufficient precautions.
7. 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

they will come at any point of time and evict the plaintiff forcibly. The Plaintiff though expressed her inability to vacate the premises as already she invested huge amounts and carrying business and also though she is running business under profits, she and her partner are solely dependents on the business and they have no other alternative for their livelihood.

8. It is submitted that in order to achieve their goal, again the defendants came to the suit premises on 18.12.2016 along with their henchmen and tried to dispossess the plaintiff forcibly by throwing out the Articles from the suit schedule property and also try to cause damage to the furniture and computers. Immediately the Plaintiff 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 the Plaintiff forcibly.
9. It is respectfully submitted that, the Plaintiff established prima facie case that she is 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 the plaintiff without observing due process of law by taking law into their hands and the plaintiff also established balance of convenience and irreparable loss will be caused in case if the defendants succeeds in their illegal acts.
10. It is submitted that the plaintiff 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, the plaintiff filed herewith license, , Electricity Bills ..etc
11. It is submitted that the defendants tried to evict the plaintiff forcibly immediately the plaintiff approached the concerned police, and the police in spite of coming to the rescue and by giving appropriate protection, advised the plaintiff to approach Civil Court as the matter

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is in civil nature. As there is no option left out, the Plaintiff approached this Hon'ble Court by way of Injunction.

12. It is respectfully submits That the plaintiff is filing the present suit for seeking permanent 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.

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

14. It is respectfully submits that the balance of the evidence shall produce at the time of trial.

IV DECLARATION

It is submitted that the plaintiff has not filed any suit for similar relief in any court of law and no suit is pending in any court of law for similar relief.

V) CAUSE OF ACTION

The Cause of Action for the suit arose on 26.3.2016 as submitted in the plaint when the plaintiff and defendant entered into oral rental agreement and on when the plaintiff commenced the business under the name and style of "M/S PRotos" and subsequently the plaintiff had paid approximately one year rent as advance as per the oral agreement and on all occasions when the defendant tried to evict the plaintiff forcibly as submitted in the plaint and finally on 19.12.2016 when the defendant came to the suit premises along with his henchmen as stated and was unsuccessful to evict the plaintiff and subsequently thereon.

VI) JURISDICTION

It is submitted that the suit property is situated within the jurisdiction of this

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12/12/16
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It is submitted that as per the lease agreement and amenities agreement the plaintiff has paid monthly rent is Rs.24000/- per month and a fixed court fee is payable on an annual rent i.e., Rs.24,000/- x 12 comes to Rs.2,88,000/- and paid a fixed court fee of Rs.5,326/- U/s 40 R/w 26 © of APCF & SV Act which is sufficient.

VIII) PRAYER

- a) It is therefore the plaintiff prays that this Hon'ble Court may be pleased in the interest of justice to grant ^{✓ permanent} ~~Permanent~~ Injunction restraining the defendants, their henchmen, relatives, anybody else claiming through them from interfering with the peaceful possession and enjoyment of the plaintiff and thereby dispossessing the plaintiff from 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
- 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.

Date:19-Dec-2016

Place:Hyderabad


COUNSEL FOR PLAINTIFF


Plaintiff

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at Hyde

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North:Op
West: Op
South: Cc

Ms.Sajc
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yderabad

VERIFICATION

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 hereby declare that the facts stated above are true and correct to the best of my knowledge and belief and hence verified on this the 19th day of December, 2016 at Hyderabad.



Plaintiff

SCHEDULE OF PROPERTY

All that 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 feet approx, bounded by :

East: Office No: 308,

North:Open to sky,

West: Open to Sky(facing Brindavan colony),

South: Common Passage



Plaintiff

VERIFICATION

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 hereby declare that the facts stated above are true to the best of our knowledge and belief and hence verified on this the 19th day of December, 2016 at Hyderabad.

1	2-3-2016	Registration certificate for business <i>person</i>
2	20-02-2016	Partnership deed <i>original</i>
3	1-1-2016 to 01-07-2016	Bank statement <i>person</i>
4		Original Receipt of Electricity Bills
5	26-03-2016	Lease Agreement <i>person</i>
6	26-03-2016	Amenities Agreement <i>person</i>

Documents 1, 3, 4, 5 are *person* copy *File*

Sajda

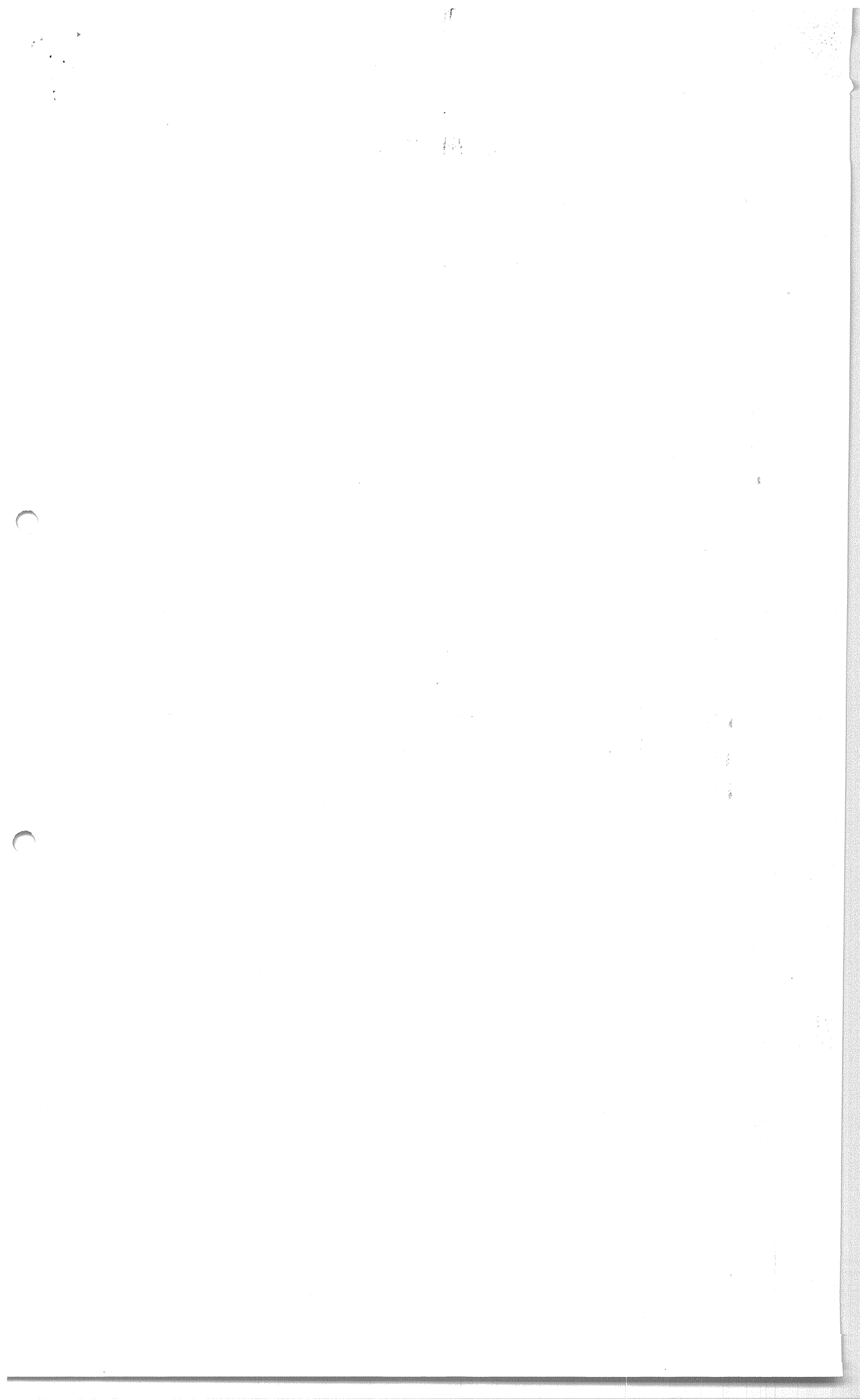
Plaintiff

VERIFICATION

I, Ms. Sajda Sultana, D/o, Abdul Razak, Age: 29 Years Occ: Business M/s Protos 3rd floor 309&310-B Methodist complex, Chirag Ali Lane, Abids Hyderabad do hereby declare that the facts stated above are true to the best of our knowledge and belief and hence verified on this the 19th day of December, 2016 at Hyderabad.

Sajda

Plaintiff



IN THE HON'BLE XX Junior
Civil Judge, City Civil Court,
AT: Hyderabad.
OS.NO. 3180 OF 2016

O.S.NO: 3180 OF 2016

Between :

Ms.Sajda Sultana,

.....PLAINTIFF

AND

M/s.Modi Builders ~~M/s.Modi~~ and
others

.....DEFENDANTS

SUIT FOR PERMANENT INJUNCTION
PLAINT FILED UNDER ORDER VII
RULE 1 & 2 R/W SECTION 26 OF CIVIL

PROCEDURE CODE

Filed On:19-12-2016

Filed By:Counsel for Plaintiff

M/S Disha Law Firm

Nageshwer Pujari

Advocates

Between

Ms.Sajd

Age:29

M/s Prc

Chirag

AND

1.

2.

3.

1.

IN THE COURT OF THE XX JUNIOR CIVIL JUDGE:
CITY CIVIL COURT AT: HYDERABAD

O.S. NO. 3180 OF 2016

Between:

Mrs.Sajda Sultana
AND

.... Plaintiff

M/s. Modi Builders
Methodist Complex & Others

.... Defendants

VERIFIED AFFIDAVIT

I, Soham Modi, S/o Sri late Sri Sathish Modi, aged 46 years, R/o Hyderabad, do hereby solemnly affirm and state on oath as follows:

1. I am the partner of the Defendant No.1 herein and as such I am well acquainted with the facts of the case.
2. I state the facts mentioned in the written statement are true and correct to the best of my knowledge and belief.

Hence this verified affidavit.

Sworn and signed before me
on this the 13th day of Feb. 2017

DEPONENT

IN THE COURT XX JUNIOR CIVIL
JUDGE : CCC AT: Hyderabad.

OS.NO. 3180 of 2016

Between:

Mrs.Sajda Sultana
.... Plaintiff

AND

M/s. Modi Builders Methodist
Complex & Others
.... Defendants

VERIFIED AFFIDAVIT

Filed on: 13.02.2017

Filed by: Sri. C.Balagopal
Advocate

103, Suresh Harivillu Apts
West Marredpally, Secunderabad.
Ph.No.9441782451

COUNSEL FOR RESPONDENTS

IN THE COURT OF THE XX JUNIOR CIVIL JUDGE:
CITY CIVIL COURT AT: HYDERABAD

IA NO. 174 OF 2016
IN
IA NO. 601 OF 2016
IN
O.S. NO. 3180 OF 2016

Between:

M/s. Modi Builders Methodist Complex & Others

....Petitioners/Respondents/Defendants

AND

Mrs.Sajda Sultana

.... Respondent/Petitioner/Plaintiff

AFFIDAVIT

I, Soham Modi, S/o.Late Sri Sathish Modi, do hereby solemnly affirm and state on oath as follows:

I am the Partner of the Petitioner No.1 and as such well aware of the facts deposed hereunder. I am also deposing on behalf of Petitioners 2 & 3.

1. I submit that the Respondent herein has filed the above suit for injunction against the Petitioners.
2. I submit that the Respondent is the tenant of the Petitioner No.1 and as taken premises bearing 309 and 310 B on the IIIrd Floor of Methodist Complex situated at Abids, Hyderabad.
3. I submit that the Respondent has filed IA No.601 of 2016 in the above suit for interim injunction. The Respondent has made certain averments in the affidavit filed alongwith the above petition, which are absolutely false.
4. I submit that the Respondent has to be cross examined by our counsel to elicit the true averments. It is therefore necessary that the Respondent should be called for the cross examination for the proper adjudication of IA No.601 of 2016 in the above suit. The Respondents has made certain personal allegations against the petitioners which are absolutely false.

It is therefore prayed that this Hon'ble court may be pleased to summon the Respondent for cross examination in IA No.601 of 2016 in the above suit for proper adjudication.

M/s. Modi Builders (Methodist Complex)

Sworn and signed before me
On this the ___ Janunary 2017.

/

Deponent Partner

Advocate/Secunderabad.

IN THE COURT OF THE XX JUNIOR CIVIL JUDGE:
CITY CIVIL COURT AT: HYDERBAD

IA NO. 174 OF 2016 17.
IN

IA NO. 601 OF 2016
IN

O.S. NO. 3180 OF 2016

Between:

1.M/s. Modi Builders Methodist Complex
partnership firm represented by its Partner
Sri Soham Modi S/o Late Sri Satish Modi,
having its office at 5-4-187/3&4,
II Floor, Soham Mansion,
M.G.Road, Secunderabad

2.Soham Modi,
S/o Late Sri Satish Modi,
H.No.5-4-187/3&4,
II Floor, Soham Mansion,
M.G.Road, Secunderabad

3.Suresh Bajaj,
S/o Late Sri Parmanand Bajaj,
H.No. 5-4-187/3&4,
II Floor, Soham Mansion,
M.G.Road, Secunderabad

....Petitioners/Respondents/Defendants

AND

Mrs.Sajda Sultana
D/o Abdul Razzak , aged 29 years,
Proprietrix, PROTOS,
309 & 310-B, Methodist Complex
Chirag Ali Lane, Abids
Hyderabad - 500001

.... Respondent/Petitioner/Plaintiff

PETITION FILED UNDER ORDER XIX RULE (2) OF CPC

For the reasons stated in the accompanying affidavit, it is prayed that this Hon'ble Court may be pleased to summon the Respondent for cross examination in IA No.601 of 2016 in the above suit for proper adjudication and pass such other order or orders as this Hon'ble Court may deem fit and proper in the circumstances of the case.

HYDERABAD

Date:

Counsel for Petitioners/Defendants

IN THE COURT OF THE XX JUNIOR
CIVIL JUDGE: CITY CIVIL COURT
AT: HYDERABAD

IA NO. 174 OF 2016
IN
IA NO. 601 OF 2016
IN
O.S. NO. 3180 OF 2016

Between:

M/s. Modi Builders Methodist Complex
& Others

....

Petitioners/Respondents/Defendants

AND

Mrs.Sajda Sultana

....

Respondent/Petitioner/Plaintiff

PETITION FILED U/O.XIX
RULE (2) OF CPC

Filed on: .01.2017

Filed by: Sri.C.Balagopal
Advocate

103, Suresh Harivillu Apts
West Marredpally, Secunderabad.
Ph.No.9441782451

COUNSEL FOR RESPONDENTS