

IN THE COURT OF THE HON'BLE JUNIOR CIVIL JUDGE:

CITI CIVIL COURT AT: HYDERABAD

O.S.NO. OF 2024

Between:

M/s. Modi Enterprises
a Division owned by Modi Builders-Methodist Complex
A partnership firm
Having its office at 5-4-187/3 & 4, Second floor,
Soham Mansion, M.G. Road, Secunderabad-500003.
Rep. by its Partner Mr.Soham Modi

..Plaintiff

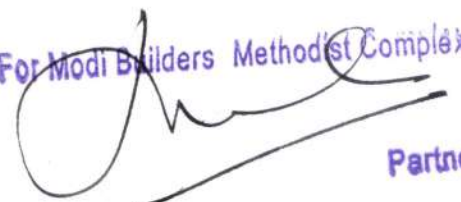
AND

1. Hina Imran W/o. Mohd. Imran
R/o. Plot No. 80, Ground Floor,
Gunrock Enclave, Phase-I, Road No.4,
Cross Road No.5, Karkhana,
Secunderabad.
2. Ayesha Osman W/o. Mohd. Osman
R/o. Plot No. 80, Ground Floor,
Gunrock Enclave, Phase-I, Road No. 4,
Cross Road No. 5, Karkhana,
Secunderabad

...Defendants

SUIT FOR EVICTION AND MESNE PROFITS AND OTHER RELIEFS
PLAINT FILED UNDER ORDER VII RULE 1 AND 2 R/W SECTION
151 C.P.C.

- I. **DESCRIPTION OF THE PLAINTIFFS:** The name and descriptive particulars of the plaintiffs for proper service of summons, notices, processes etc. is:

For Modi Builders Methodist Complex

Partner

M/s. Modi Enterprises
a Division owned by Modi Builders-Methodist Complex
A partnership firm
Having its office at 5-4-187/3 & 4, Second floor,
Soham Mansion, M.G. Road, Secunderabad-500003.
Rep. by its Partner Mr.Soham Modi

And its counsel Sri Peri Venkata Ramana, Peri Prabhakar, Rasheeda Thabassum, Ch. Avinash Kumar, Mohd. Imran Khadeer, Peri Viswajith Advocates, having office at Flat No.102, Narven's Vaishno Sudham, 6-3-1089 & 1089/A, Gulmohar Avenue, Villa Marie College Lane, Somajiguda, Hyderabad-500 082.

II. DESCRIPTION OF THE DEFENDANTS: The name address of the Defendants for the purpose of service of all summons, notices, processes etc. is:-

1. Hina Imran W/o. Mohd. Imran
R/o. Plot No. 80, Ground Floor,
Gunrock Enclave, Phase-I, Road No.4,
Cross Road No.5, Karkhana,
Secunderabad.
2. Ayesha Osman W/o. Mohd. Osman
R/o. Plot No. 80, Ground Floor,
Gunrock Enclave, Phase-I, Road No. 4,
Cross Road No. 5, Karkhana,
Secunderabad.

III. BRIEF FACTS OF THE CASE:

The Plaintiffs submit as follows:

1. The Plaintiff submits that M/s. Modi Builders-Methodist Complex is a partnership firm registered under section 58(1) of the Indian Partnership Act, 1932 and has been entered in the register of firms vide registration bearing No. 2618 of 2007 vide Acknowledgement of

For Modi Builders Methodist Complex



Partner

Registration of Firm dated 19.07.2007 and Modi Enterprises i.e., Plaintiff is a division of it.

2. It is submitted that The Methodist Church in India (formerly known as The Methodist Church in Southern Asia) is the owner of property bearing Municipal No. 5-9-189/190, Abids Road, Chirag Ali Lane, Hyderabad admeasuring about 3300 Sq.Yds equivalent to 2740 Sq.Mtrs. The said Methodist Church in India (formerly known as The Methodist Church in Southern Asia) herein after for convenience's sake called as "Owner" had entered into Development Agreement dated 09.01.1981 in respect of aforesaid property bearing Municipal No. 5-9-189/190 with M/s. Modi Builders Methodist Complex herein after for convenience's sake called as "Developer" to demolish the existing structures on the said property and to construct a commercial complex consisting of Basement/Cellar, Ground Floor and Three more upper Storey over the said property and to name the Complex as "METHODIST COMPLEX".
3. It is submitted that it was agreed between the Parties therein that the Developer shall construct the said complex within 48 months from 01.02.1982 at its own cost and in turn the owner will let out the entire complex to the developer with authority to sub-let the same by retaining a built up area of approximately 5000 Sft on the top floor for the purpose of carrying out religious and charitable objects and the developer shall pay an adhoc compensation of Rs. 1,00,000/- (Rs. One Lakh Only) per year to the owner till the completion of aforesaid period of 48 months and thereafter a rent of Rs. 1,00,000/- Per Month and increase at the rate of 20% on the expiry of every 5 years. It was also agreed that the said rents shall be receivable by the owner from M/s. Modi Enterprises a division of

For Modi Builders Methodist Complex

Partner

M/s. Modi Builders Methodist Complex i.e., Plaintiff herein and a Tenancy Agreement shall be executed by the owner letting out All that piece and parcel of the Land or Ground admeasuring approximately 2760 Sq.Mtrs (Equivalent to 3300 Sq.Yds) or thereabouts bearing Municipal No. 5-9-189/190, Abids Road, Chirag Ali Lane, together with the building and structures standing thereon except an Built up area of approximately 5000 Sft on the top floor of the said "METHODIST COMPLEX" which is retained by the owner as stated above in favour of the plaintiff herein and accordingly a Tenancy Deed dated 19.04.1988 bearing Doct. No. 686 of 1990 was executed by The Methodist Church in India in favour of Plaintiff herein and the tenure of the said Tenancy was 30 years and was later renewed up to year 2048 vide Supplementary Tenancy Deed dated 22.09.2021 bearing Doct. No. 3027 of 2021.

4. After obtaining the Sanction from Municipal Corporation of Hyderabad vide File No. 300/TP/A3/81 dated 01.08.1985 M/s. Modi Builders had constructed the structure of the building known as "METHODIST COMPLEX" over the said land.
5. The Plaintiff after obtaining possession of the said Building known as "METHODIST COMPLEX" had sub-let different portions of it to various third parties amongst which All that portion being Nos. 1,2,3 & 7 admeasuring 4000 Sft equivalent to 371.62 Square metres of built-up area on the first floor which is in the nature of a "SHOP/OFFICE" in premises bearing No. 5-9-189/190, situated at Chirag Ali Lane, Abids Road, Hyderabad, known as "METHODIST COMPLEX" herein after called as "SCHEDULE OF PROPERTY-I" was leased out to M/s. Hansa Footwear and M/s. Hansa Boots on Month to Month tenancy and accordingly the said

For Modi Builders Methodist Complex

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M/s. Hansa Footwear and M/s. Hansa Boots had deposited an interest free security deposit of Rs. 28,50,000/- (Rupees Twenty Eight Lakhs Fifty Thousand only) with the plaintiff.

6. It is submitted that along with the above said portion No. 1,2,3 & 7 the plaintiff had also sub-let All that portion being No. 34/1/A,B & C admeasuring 1030 Sft equivalent to 95.7013 Sq.Mtrs of built up area on the upper Ground Floor which is in Nature of a "SHOP/OFFICE" in premises bearing No. 5-9-189/190, situated at Chirag Ali Lane, Abids Road, Hyderabad, known as "METHODIST COMPLEX" herein after called as "SCHEDULE OF PROPERTY -II" to M/s. Hansa Footwear and M/s. Hansa Boots on Month to Month tenancy and accordingly the said M/s. Hansa Footwear and M/s. Hansa Boots had deposited interest free security deposit of Rs. 21,00,000/- (Rs. Twenty One Lakhs Only) with the plaintiff.

7. It is further submitted that later M/s. Hansa Footwear and M/s. Hansa Boots had an understanding with the defendants to transfer the tenancy of the Schedule properties I & II in favour of Defendants herein and had requested the plaintiff to transfer the aforesaid Security deposit amount of Rs. 28,50,000/- (Rupees Twenty Eight Lakhs Fifty Thousand only) & Rs. 21,00,000/- (Rs. Twenty One Lakhs Only) in favour of Defendants herein and had further requested the plaintiff to execute registered "LEASE DEED(S)" in favour of Defendants herein. As such the Plaintiff has executed Registered Lease Deed bearing Doct. No. 747 of 2010 in respect of the "schedule property - I" and Doct. No. 748 of 2010 in respect of schedule property - II both dated 17.03.2010 on terms and conditions mentioned therein. It is pertinent to mention here that

For Modi Builders Methodist Complex

Partner

the said M/s. Hansa Footwear and M/s. Hansa Boots are included as the Consenting Party 1 and Consenting Party 2 in both the Lease Deeds bearing Doct. Nos. 747 of 2010 & 748 of 2010.

8. It is submitted that Clause No. 9 of the aforesaid Registered Lease Deeds dated 17.03.2010 bearing Doct. No. 747 of 2010 & Doct. No. 748 of 2010 executed between the plaintiff and defendants herein being identical lease deeds read as follows:-

"It is agreed that the Lessee herein shall not use the "SHOP/OFFICE" for any purpose which is illegal or prohibited by law or for such purpose which has been specifically prohibited under the registered lease deed dated 19th April 1988, nor the LESSEE herein shall be entitled to cause any structural changes or damage to the said "SHOP/OFFICE".

9. It is submitted that the defendants herein had violated the terms mentioned under Clause 9 of the aforesaid lease Deeds executed between the Plaintiff and Defendants herein and had demolished a portion of the roof and constructed a staircase and installed an elevator for the purpose of going in between ground and first floor i.e., schedule of properties without the knowledge and permission of the plaintiff .

10. It is submitted that after gaining the knowledge about the said violation on the Defendants part the Plaintiff had issued a legal notice dated 12.10.2023 in respect of Schedule property -I through his counsel calling upon the defendants to vacate the schedule property-I herein and handover the same to the plaintiff on or before 31.10.2023 failing which appropriate proceedings will be initiated for evicting the defendants herein from the premises and also for claiming compensation @ 50/- per Sft towards unauthorized

For Modi Builders Methodist Complex

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occupation and use of the premises after that date making the defendants liable for all costs and consequences.

11. It is submitted that another legal notice dated 10.04.2024 in respect of schedule property – II has been issued by the plaintiff calling upon the defendants to vacate the schedule property-II and handover the same to the plaintiff on or before 30.04.2024 failing which appropriate proceedings will be initiated for evicting the defendants herein from the premises and also for claiming compensation @ 50/- per Sft towards unauthorized occupation and use of the premises after that date making the defendants liable for all costs and consequences.
12. The Defendants herein having received the same has failed to Vacate the schedule of properties and instead issued Reply Notice dated 09.11.2023 to legal Notice dated 12.10.2023 with untenable allegations. As such left with no other alternatives the Plaintiff is filing this present suit for eviction and other reliefs.

IV. CAUSE OF ACTION:

Cause of action for the suit arose on 17.03.2010 when the registered lease deed bearing Doct. Nos. 747 of 2010 & 748 of 2010 was entered upon between the Plaintiff and the Defendants and on the date _____ when the Defendants had violated the terms and conditions of lease deed bearing Doct. Nos. 747 of 2010 & 748 of 2010 and on

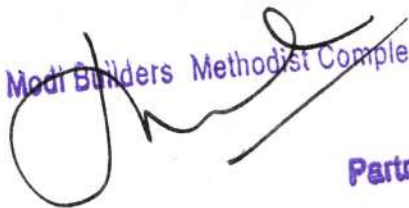
For Modi Builders Methodist Complex

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12.10.2023 when the Plaintiff got issued the termination notice U/s 106 of Transfer of Property Act in respect of Schedule Property-I and on 09.11.2023 when the Defendants issued Reply Notice, and on 10.04.2024 when the plaintiff got issued the termination notice U/s 106 of Transfer of Property Act in respect of Schedule Property-II and on all subsequent dates when the Defendant failed to vacate the schedule of properties and from 31.10.2023 onwards since when the Defendant is in illegal and unauthorized occupation of the schedule of property -I premises and from 30.04.2024 onwards since when the Defendant is in illegal and unauthorized occupation of the schedule of property - II premises .

V. DECLARATION: The Plaintiff state that it has not filed any case before any court of law for this similar relief against this Defendants.

VI. JURISDICTION: The suit schedule property is situated in premises bearing No. 5-9-189/190, situated at Chirag Ali Lane, Abids Road, Hyderabad, known as "METHODIST COMPLEX" and as such this Hon'ble Court is territorial jurisdiction to try the above suit. As the value of the suit is approximately Rs.25,256.44/- /- this Hon'ble Court is having pecuniary jurisdiction to try the above suit.

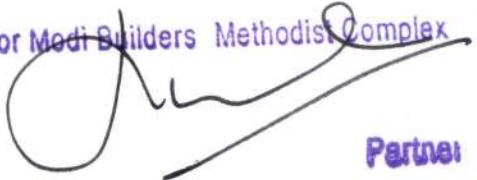
For Modi Builders Methodist Complex

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VII. COURT FEES: The suit is valued for the purpose of jurisdiction as follows:

- a) For eviction valued at Rs. _____ being actual rental for the preceding 12 months valued at Rs. _____ in respect of Schedule property -I and Rs. _____ in respect of Schedule property -II totaling to Rs. _____/- and herewith paid a court fees of Rs. 1626/- U/s 40 (2) of TSCF & SV Act;
- b) For the relief of mesne profits and Damages, the Plaintiff undertakes to pay the court fee as per the damages and mesne profits awarded by the Hon'ble Court at the time of decree.

VIII. LIMITATION:

The Plaintiff submit that it has sent the eviction Notice relating to Schedule property - I on 12.10.2023 calling upon the Defendants to vacate the said premises by end of 31.10.2023 and has sent eviction notice to defendants on 18.03.2024 relating to schedule-II property to vacate the same at the end of 30.04.2024 as such the plaintiff have filed this suit within the period of limitation.

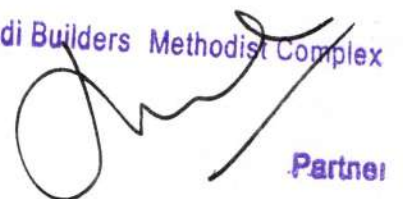
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IX. PRAYER:

The Plaintiffs, therefore, pray that the Hon'ble Court may be pleased to pass a judgement and decree in favour of the Plaintiffs and against the Defendant as:

- a) To direct the Defendant to vacate the suit schedule properties bearing All that portion being Nos. 1,2,3 & 7 admeasuring 4000 Sft equivalent to 371.62 Square metres of built-up area on the first floor which is in the nature of a "SHOP/OFFICE" in premises bearing No. 5-9-189/190, situated at Chirag Ali Lane, Abids Road, Hyderabad, known as "METHODIST COMPLEX" (Schedule-I) and All that portion being No. 34/1/A,B & C admeasuring 1030 sft equivalent to 95.7013 sq.mtrs of built-up area on the Upper Ground Floor which is in the nature of a "SHOP/OFFICE" in premises bearing No. 5-9-189/190, situated at Chirag Ali Lane, Abids Road, Hyderabad, known as "METHODIST COMPLEX" and Handover Vacant, Peaceful Possession to the Plaintiff;
- b) To direct the Defendant to pay a sum of Rs.50/- per Sft Per month towards mesne profits, damages for illegal occupation from 01.11.2023 till the date of delivery of the suit schedule premises to the custody of the Plaintiffs;

For Modi Builders Methodist Complex



Partner

- c) To award cost of the suit.
- d) to grant any other relief the Hon'ble Court may deem fit and proper in the facts and circumstances of the case and in the interest of justice.

Date:
Place: Hyderabad

For Modi Builders Methodist Complex
Partner
PLAINTIFF

COUNSEL FOR PLAINTIFF

VERIFICATION

I, Soham Modi S/o Late Satish Modi aged about 54 years, R/o 5-4-187/3 & 4, II Floor, Soham Mansion, MG Road, Secunderabad-500003, Authorized Signatory of the Plaintiff Enterprises do hereby declare that the facts set out in the above paragraphs I to III are true and correct to the best of our knowledge, belief and information, and believe the same to be true and correct and whatever has been stated in paras IV to IX are true and correct based on information, and advice which I believe them to be true. Hence, verified on this the day of March 2024 at Hyderabad.

For Modi Builders Methodist Complex
Partner
PLAINTIFF

SCHEDULE OF PROPERTY

SCHEDULE OF PROPERTY-I

All that portion being Nos. 1,2,3 & 7 admeasuring 4000 Sft equivalent to 371.62 Square metres of built-up area on the first floor which is in the nature of a "SHOP/OFFICE" in premises bearing No. 5-9-189/190, situated at Chirag Ali Lane, Abids Road, Hyderabad, known as "METHODIST COMPLEX" and bounded as follows:-

NORTH: Office No. 4,6 Passage

SOUTH: Chirag Ali Lane

EAST : ABID ROAD

WEST : Parking Lot and Lift/Foyer.

SCHEDULE OF PROPERTY-II

All that portion being No. 34/1/A,B & C admeasuring 1030 sft equivalent to 95.7013 sq.mtrs of built-up area on the Upper Ground Floor which is in the nature of a "SHOP/OFFICE" in premises bearing No. 5-9-189/190, situated at Chirag Ali Lane, Abids Road, Hyderabad, known as "METHODIST COMPLEX"

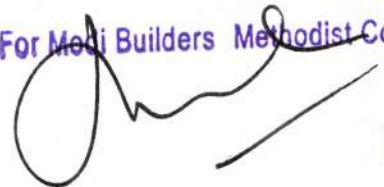
NORTH: Shop No. 34/2

SOUTH: Chirag Ali Lane

EAST : Abid Road

WEST : Part of Methodist Complex.

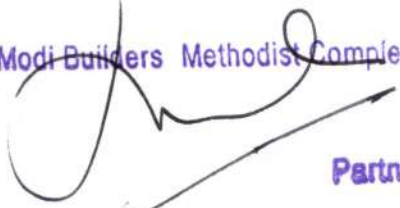
For Medi Builders Methodist Complex



Partner

VERIFICATION

I, Soham Modi S/o Late Satish Modi aged about 54 years, R/o 5-4-187/3 & 4, II Floor, Soham Mansion, MG Road, Secunderabad-500003, Authorized Signatory of the Plaintiff Enterprises, do hereby declare that the schedule of property mentioned above is true to the best of my knowledge, belief and information, which I believe them to be true. Hence, verified on this the _____ day of August 2024 at Hyderabad.

For Modi Builders Methodist Complex

Partner
PLAINTIFF

IN THE COURT OF THE HONBLE

JUDGE:

CITI CIVIL COURT

AT: HYDERABAD

O.S.NO. OF 2024

Between:

M/s. Modi Enterprises
a Division owned by Modi
Builders-Methodist Complex
....Plaintiff

AND

Hina Imran & another
...Defendants

SUIT FOR EVICTION AND
MESNE PROFITS AND OTHER
RELIEFS FILED UNDER ORDER

VII RULE 1 AND 2 R/W

SECTION 151 C.P.C.

Filed on:

Filed By:

PERI VENKATA RAMANA

(TS/1386/91)

PERI PRABHAKAR

RASHEEDA THABASSUM

CH.AVINASH KUMAR

MOHD. IMRAN KHADEER

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