

Laxmikanth T Vukkalkar

M.A., L.L.M

Plot No:54, H No: 3-112/6/3.

Pavan T Vukkalkar

M.B.A., L.L.B

Advocates

BheemReddy Nagar

Boduppal, Uppal Depot

Hyderabad-500076

Ph: 9704829022, 9553189022

9010268633, 7396304677

LEGAL NOTICE

Date: 28-08-2017

To,

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. Sri Suresh Bajaj S/o. Late Sri. Paramanand Bajaj
Age: 60 Years Occ: Business
R/o. at: 5-4-187/3&4 M.G. Road Secunderabad

Sir,

Under the instructions of my client Ms. Sajda Sultana, D/o. Sri Abdul Razak, business at M/s Protos, 3rd floor 309 & 310-B, Methodist Complex, Chirag Ali Lane, Abids Hyderabad, do hereby issue this legal notice to you as under follows.

1. My client states that she has entered into lease agreement with above said you on 26.03.2016 along with amenities agreement on a monthly rent of Rs.12,000/- per month (Exclusive of water and electricity consumption charges) and amenities charges is Rs.12,000/- per month payable on or before 7th day of each English calendar month and the tenancy started from 1st of every month and ends with the end of the month and my client paid an amount of Rs.75,000/- (Rupees Seventy five thousand only) towards security deposit and same is refundable at the time of vacating the premises without interest and the tenant shall pay increase rent of 15% existing rent on existing amount for every three years. The lease agreement is terminable by six months' notice and leased out for running a training institute under the name and style of M/s 'Pro|os' with her registered partnership firm at bearing No: 309, 310-B 3rd floor Methodist complex bearing No 5 9-189/190, Chirag Ali Lane, Abids, Hyderabad, measuring area of 2,470 SFT which is unfinished premises i.e., without flooring, electricity work, partition, tiles, as a skeletal form.

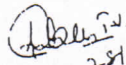
2. My client states that after receiving the unfinished premises from you as skeletal form, my client has deposited rent and amenities Rs.24,000/- and deposited Rs.75,000/- towards the security deposit by way of transfer through Axis bank, Somajiguda,

Hyderabad and my client has started renovation of the unfinished premises and invested a sum of Rs.12,00,000/- to Rs. 15,00,000/- for purchase of interior material like fall ceiling, painting colours, Lupum, cement bags and plaster of Paris bags and wooden furniture after purchasing these material my client started renovation work and completed.

3. My client states that in the Month of April 2016, you have started construction work on Terrace of the Building as Fourth floor while doing construction work, you used heavy water for curing the cement pillars and slab, then the terrace slab started leaking due to old construction i.e., the rent premises slab started leakage, due to that interiors of the rent premises got damaged and fallen. My client further states that the same was intimated by my clients Partner Mr.Rahul to you through phone, and you have caused reply through e-mail admitting the same and agreed for repair of damages caused by you.

4. My client states that you have replied my client through email which contains improper conditions, as a result my client and her partner rejected, and my client intimated on phone to you that after compensating the damages, my client will pay the rents. As to that condition, you have agreed and accepted for not paying the rents and assured that for settle the issue very soon.

Therefore, I hereby call upon you, on behalf of my client to pay a sum of Rs. 12,13,600/- (Rupees Twelve lakhs thirteen thousand six hundred rupees only) towards damages caused by you, together with interest @ 24 % per annum from the month of April, 2016 within 7 days from the date of receipt of this legal notice, failing which my client shall be constrained to take appropriate legal steps against you for recovery of money holding you responsible for the costs and consequences arose thereon, including this legal notice charges of Rs. 10,000/


28/8/17
Yours truly

Date: 12.09.2017

To

Laxmikanth T Vukkalkar,
Pavan T Vukkalkar,
Advocates
H.No. 3-112/6/3, Beem Reddy Nagar,
Boduppal, Hyderabad - 500 076.

Reply Notice

This has reference to your notice dated 28.08.2017 addressed to our clients M/s. Modi Builders Methodist Complex, Mr. Soham Modi, Mr. Suresh Bajaj, which has been placed in our hands with instructions to reply as below:

Our clients deny all the adverse allegations contained in the notice and any allegation or allegations not specifically denied should not be deemed to have been admitted.

With regard to Para no.1 of the notice it is true that your client has entered into a lease agreement with our clients on 26.03.2016 along with the amenities agreement. The quantum of rent and other averments regarding the terms & conditions of the lease are true and hence not denied. Our clients are not aware regarding the business of your client. It is not true to say that the portion let out to your client without flooring or electricity connection. Our clients further instruct us that all internal works like partition is taken care by the person taking the premises on lease.

With regard to Para no.2 it is not true to say that our clients had handed over unfinished premises to your client. Our clients do not have personal knowledge as to the quantum of amount spent for the interior material and hence denied.

With regard to Para no.3 our clients states that no new construction works started on the fourth floor of the building. Infact our clients has

carried out renovation & repair works in the existing structure on the fourth floor. The claim of your client that there is a leakage from the roof slab is false. Our clients further inform that they have entered the lease agreement with Ms. Sajda Sultana and not with the business entity M/s. Protos and our clients do not know the alleged partner Mr. Rahul of your client. There was no communication from anyone from your client's side much less with Mr. Rahul.

With regard to Para no.4 our clients denies that there was any demand for compensation from your client. Our client never accepted that they would receive the rents only after the payment of any alleged compensation to your clients.

With regard to Para no.5 our client never accepted to pay any compensation. Our clients have every right to take steps in the court of law for recovering their dues towards the rents payable by your clients.

Our clients states that they had sent a notice in a month of November 2016 demanding the payments of arrears of rent from your client. Your client did not bother to reply to the notice and our clients after waiting for more than a month filed a suit for recovery of rents & eviction which is numbers as O.S.No. 1232 of 2016 on the file of the I Senior Civil Judge, City Civil Court at Hyderabad. Our client had also filed an application for deposit of arrears rents, which was not contested by your client and the same allowed by the Hon' ble Court directing your client to deposit the arrears of rent. In spite of the orders of the court your client has not taken any steps to deposit the amount.

Our clients states that they have not agreed for any payment of damages much less Rs. 12,13,600/- (Rupees Twelve Lakhs Thirteen Thousand and Six Hundred only) and in spite of this reply if your clients takes any legal steps for recovery of alleged amount it would be at your clients own cost & consequences.

C. Balagopal,
Advocate.

COURT

AT: HYDERABAD

I.A.No: 23 OF 2018

IN

O.S.NO: 13 OF 2018

Between:

Ms.Sajda Sultana

.....Plaintiff

A N D

M/s.Modi Builders Methodist & Others

.....Defendants

AFFIDAVI

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 here by solemnly and sincerely affirm state oath as follows:

1. I am the Deponent herein and petitioner/plaintiff in suit as such I am well acquainted with the facts of the case.
2. It is respectfully submitted that, I hail from respectful family, I 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 me at bearing No: 309, 310-B 3rd Floor, Methodist complex, bearing No:59-189/190, Chirag Ali Lane, Abids, Hyderabad in an admeasuring area of 2470.Sft (Further referred as suit Scheduled Property)
3. It is respectfully submitted that, I have entered into lease agreement with Respondent/defendants on 26.03.2016 along with amenities agreement on a monthly rent of Rs.12,000/- per month (Exclusive of water and electricity consumption charges) and amenities charges is Rs.12,000/- per month payable on or before 7th day of each English calendar month and the tenancy started from 1st of every month and ends with the end of the month and I paid an amount of Rs.75,000/- (Rupees Seventy five thousand only) towards security deposit and same is refundable at the time of vacating the premises without interest and the tenant shall pay

but you have not settle the issue till today as a result the leakage is still exist, recently due to rain caused damage to the interiors.

My client states that after the above said acceptance, you did not pay any compensation in respect of damaged premises, but you have filed eviction suit.

and recovery of arrears suit by breaking your words with all false and baseless allegations for wrongful gain.

My client states that she has incurred the following damages caused by you and is as under.

NO	MATERIAL	QTY	RATE	AMOUNT
	Plaster (XX2)	1860 Sft	72	133920
	Cement (Putty)			14000
	Ceiling Channels	3000 Rft	28	84000
	Ceiling Sheet			50400
	18 mm Plywood Sheet	70	3456	241920
	12 mm Plywood Sheet	20	2944	58880
	6 mm Plywood Sheet	10	1900	19000
	Hardware (Screws, Nails)			6000
	G.W	100		36000
	Jointer Glu	4	6080	24320
	Color Deco lam	120		150000
	18 mm Plywood Sheet	40	3456	138240
	Hardware (Screws, Hinges)			18960
	Elc Wire 1 sq mm	30	650	19500
	Elc Wire 2 sq mm	18	820	14760
	Elc Wire 4 sq mm	18	1360	24480
	Switches			36800
	electrical Pipes & etc			32680
	Paint Material			72860
	Texture Paint, etc			36480
	Total			1213600

increase rent of 15% existing rent on existing amount for every three years. The lease agreement is terminable by six months' notice and leased out for running a training institute under the name and style of M/s 'Protos' with my registered partnership firm at bearing No: 309, 310 B 3rd floor Methodist complex bearing No: 9 189/190, Chirag Ali Lane, Abids, Hyderabad, admeasuring area of 2,470 SFT which is unfinished premises i.e., without flooring, electricity work, partition, tiles, as a skeletal form.

1. It is respectfully submitted that, after receiving the unfinished premises from Respondent/defendant as skeletal form, I have deposited rent and amenities Rs.24,000/- and deposited Rs.75,000/- towards the security deposit by way of transfer through Axis bank, Somajiguda, Hyderabad and I have started renovation of the unfinished premises and invested a sum of Rs.12,00,000/- to Rs. 15,00,000/- for purchase of interior material like fall ceiling, painting colours, Lupum, cement bags and plaster of Paris bags and wooden furniture after purchasing these material plaintiff started renovation work and completed.
2. It is respectfully submitted that, in the Month of April 2016, Respondents/defendants have started construction work on Terrace of the Building as Fourth floor while doing construction work. Respondent/defendants used heavy water for curing the cement pillars and slab. then the terrace slab started leaking due to old construction i.e., the rent premises slab started leakage, due to that interiors of the rent premises got damaged and fallen.
3. It is respectfully submitted that, the same was intimated by my Manager Mr.Rahul to ~~you~~ ^{Respondent} through phone, and Respondent/defendant have caused reply through e-mail admitting the same and agreed for repair of damages caused by Respondent/defendants.
4. It is respectfully submitted that Respondents/defendants have replied me through email which contains improper conditions, as a result I and my partner rejected, and I intimated on phone to Respondents/defendants that after compensating the damages, I will pay the rents. As to that condition, Respondents/defendants have agreed and accepted for not paying the rents and assured that for settle the issue very soon, but Respondents/defendants have

not settle the issue till today as a result the leakage is still exist, recently due to rain caused damage to the interiors.

8. It is respectfully submitted that after the above said acceptance, Respondent/defendant did not paid any compensation in respect of damaged premises, but Respondent/defendant have filed eviction suit and recovery of arrears in O.S.No:1232 of 2016 before the Hon'ble 1 senior civil judge CCC Hyderabad by breaking his words with all false and baseless allegations for wrongful gain as such the plaintiff had paid arcars amount of Rs 1,21,200/ to Defendants in the Hon'ble court account.

9. It is respectfully submitted I have incurred the following damages caused by Respondent/Defendants is as under.

SL NO:	MATERIAL	QTY	RATE	AMOUNT
1.	Tiles(2X2)	1860 Sft	72	133920
2	Cement (Putty)			14000
3	Ceiling Channels	3000 Rft	28	84000
4	Celing Sheet			50400
5	18 mm Plywood Sheet	70	3456	241920
6	12 mm Plywood Sheet	20	2944	58880
7	6 mm Plywood Sheet	10	1900	19000
8	Hardware (Screws, Nails)			6000
9	O/W	100		36000
10	JivanjorGlu	4	6080	24320
11	ColorDecolam	120		150000
12	18 mm Plywood Sheet	40	3456	138240
13	Hardware (Screws, Hinges)			18960
14	Ele Wire 1 sq mm	30	650	19500
15	Ele Wire 2 sq mm	18	820	14760
16	Ele Wire 4 sq mm	18	1360	24480
17	Switches			36800
18	electrical Pipes &etc			32680
19	Paint Material			72860
20	Texture Paint, etc			36480
	Total			1213600

10. It is respectfully submits that, due to the general differences regarding the damages the Respondent/defendants tried to evict forcibly then I filed perpetual injunction suit with the contention to not to evict the peaceful possession of mine in O.S.No:3180 of 2016 before the Hon'ble XX Junior civil judge court and got injunction in favour of me as a result the Respondent/defendant filed an eviction suit.

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

IN THE COURT OF THE HON'BLE

6
SENIOR CIVIL JUDGE

COURT

AT: HYDERABAD

I.A.No: OF 2017

IN

O.S.NO: OF 2017

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.

.....Petitioner/Plaintiff

A N D

1. M/s.Modi Builders Methodist complex partnership firm,
Offoce 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

.....Respondents/Defendants

PETITION FILED UNDER ORDER 26, RULE 9 C.P.C.

For the reasons stated in the accompanying affidavit, the petitioner herein pray that this Hon'ble Court may be pleased to appoint the Advocate Commissioner to update and estimate the damage caused by the Respondents/Defendants and submit that report before this Hon'ble court otherwise the petitioner will be put irreparable loss and injury which cannot compensated in terms of money.

Date: .12.2017

Place: Hyderabad

Counsel For Petitioner/Plaintiff

7
IN THE COURT OF THE HON'BLE
SENIOR CIVIL JUDGE

AT: HYDERABAD

1.A.No: 10 of 2017

O.S.NO: OF 2017

Between :

Ms.Sajda Sultana.

.....Plaintiff

AND

M/s.Modi Builders Methodist and others

.....Defendants

PETITION FILED UNDER ORDER 26,
RULE 9 C.P.C.

Filed On: 12.2017

Filed By: Counsel for Plaintiff

M/s. Aditya Law Firm

Laxmikanth T Vukkalkar

Pavan.T.Vukkalakar

Advocates-9704829022

Land Mark: Sudershan Reddy Sweet
House, House No-12-13-200, Street -1,
First Floor, State Bank ATM Building,
Tarnaka, Hyderabad - 500017

Ph:9704829022, 9010268633

O.S.NO: OF 2018

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

A N D

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 DAMAGES & RECOVERY OF AMOUNT OF RS.12,13,600/-**PLAINT FILED UNDER ORDER VII RULE 1 & 2 R/W SECTION 26 OF
CIVIL PROCEDURE CODE**

May it please your Honour,

1. **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 M/s Aditya Law Firm Rep.by **Laxmikanth T Vukkalkar & Pavan T Vukkalkar Advocates**, having office House No-12-13-200, Street -1, First Floor, State Bank ATM Building, Tarnaka, Hyderabad - 500017

- II. Description of the Defendants: The name and description of the Defendants for the purpose of service of summons notices and processes etc..., is the same as mentioned in the cause title.

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 referred as suit Scheduled Property)
2. The plaintiff respectfully submits that, she has entered into lease agreement with defendants on 26.03.2016 along with amenities agreement on a monthly rent of Rs.12,000/- per month (Exclusive of water and electricity consumption charges) and amenities charges is Rs.12,000/- per month payable on or before 7th day of each English calendar month and the tenancy started from 1st of every month and ends with the end of the month and plaintiff paid an amount of Rs.75,000/- (Rupees Seventy five thousand only) towards security deposit and same is refundable at the time of vacating the premises without interest and the tenant shall pay increase rent of 15% existing rent on existing amount for every three years. The lease agreement is terminable by six months' notice and leased out for running a training institute under the name and style of M/s 'Protos' with her registered partnership firm at bearing No: 309,

310-B 3rd floor Methodist complex bearing No:5 9-189/190, Chirag Ali Lane, Abids, Hyderabad, admeasuring area of 2.470 SFT which is unfinished premises i.e., without flooring, electricity work, partition, tiles, as a skeletal form.

3. The plaintiff respectfully submits that, after receiving the unfinished premises from defendant as skeletal form, the plaintiff has deposited rent and amenities Rs.24,000/- and deposited Rs.75,000/- towards the security deposit by way of transfer through Axis bank, Somajiguda, Hyderabad and plaintiff has started renovation of the unfinished premises and invested a sum of Rs.12,00,000/- to Rs.15,00,000/- for purchase of interior material like fall ceiling, painting colours, Lupum, cement bags and plaster of Paris bags and wooden furniture after purchasing these material plaintiff started renovation work and completed.
 4. The plaintiff respectfully submits that, in the Month of April 2016, defendants have started construction work on Terrace of the Building as Fourth floor while doing construction work, defendants used heavy water for curing the cement pillars and slab, then the terrace slab started leaking due to old construction i.e., the rent premises slab started leakage due to that, interiors of the rent premises got damaged and fallen.
 5. The plaintiff respectfully submits that, the same was intimated by plaintiff Manager Mr.Rahul to defendants through phone, and defendants have caused reply through e mail admitting the same and agreed for repair of damages caused by defendants.
 6. The plaintiff respectfully submits that defendants have replied plaintiff through email which contains improper conditions, as a
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-

result plaintiff and her partner rejected, and plaintiff intimated on phone to defendant that after compensating the damages, plaintiff will pay the rents. As to that condition, defendants have agreed and accepted for not paying the rents and assured that for settle the issue very soon, but defendants have not settle the issue till today as a result the leakage is still exist, recently due to rain caused damage to the interiors.

7. The plaintiff respectfully submits that after the above said acceptance, defendant did not pay any compensation in-respect of damaged premises, but defendant have filed eviction suit along with recovery of arrears in O.S.No:1232 of 2016 before the Hon'ble 1 senior civil judge CCC Hyderabad by breaking his words with all false and baseless allegations for wrongful gain as such the plaintiff had paid arrears amount of Rs.1,21,200/- to Defendants in the Hon'ble court account.
8. The plaintiff respectfully submits she has incurred the following damages caused by defendants and is as under.

SL NO:	MATERIAL	QTY	RATE	AMOUNT
	Tiles(2X2)	1860 Sft	72	133920
	Cement (Putty)			14000
	Ceiling Channels	3000 Rft	28	84000
	Ceiling Sheet			50400
	18 mm Plywood Sheet	70	3456	241920
	12 mm Plywood Sheet	20	2944	58880
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	Hardware (Screws, Nails)			6000
	O/W	100		36000
	JivanjorGlr	4	6080	24320
	ColorDecolam	120		150000
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	Hardware (Screws, Hinges)			18960
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	Ele Wire 4 sq mm	18	1360	24480
	Switches			36800
	electrical Pipes &c			32680
	Paint Material			72860
	Texture Paint, etc			36480
	Total			1213600

9. The plaintiff respectfully submits that, due to the general differences regarding the damages the defendants tried to evict forcibly then the plaintiff filed perpetual injunction suit with the contention to not to evict the peaceful possession of the plaintiff in O.S.No:3180 of 2016 before the Hon'ble XX Junior civil judge court and got injunction in favour of the plaintiff, as a result the defendant filed an eviction suit.
10. The plaintiff respectfully submits that regarding the damages she has sent notice to the defendant and requested to pay the compensation for the damages but the defendant vehemently refused all the allegation hence paved the way to file the present suit.
11. It is respectfully submitted that 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.
12. It is respectfully submits that he 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 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 agreement and on all occasions when the defendant tried to evict the plaintiff forcibly as submitted in the pleading of the plaint and finally on 28.08.2017 when the plaintiff send legal notice to compensate the damages caused by the defendant to the suit schedule property .

VI. JURISDICTION

It is submitted that the suit property is situated within the jurisdiction of this Hon'ble Court as well as the plaintiff residing within the jurisdiction and the suit for damages and recovery valued at Rs. Rs.12,13,600/- (Twelve Lakhs and thirteen thousand and six hundred rupees only) and therefore this Hon'ble Court has got both territorial and pecuniary jurisdiction to try the matter.

VII. VALUATION & COURT FEE:

The suit is valued for the purpose of Court Fee and jurisdiction is at Rs.12,13,600/- (Twelve Lakhs and thirteen thousand and six hundred rupees only) and Court Fee of Rs. _____/- is paid and under Section 20, R/w.Art.1(b)&(c) of A.P.S.F. & S.V.ACT, 1956 and the same is sufficient.

VIII. PRAYER

a) It is therefore the plaintiff prays that this Hon'ble Court may be pleased to pass a judgement and decree in favour of the plaintiff and against the defendants jointly and severally as under:

a) To pay the damages of Rs.12,13,600/- (Twelve Lakhs and thirteen thousand and six hundred rupees only) along with interest @ 24% per annum from the date of the suit till realization of the amounts.

b) To award costs of the suit

c) Grant such other relief or relief as deemed fit and proper in the circumstances of the case and in the interest of justice.

Date: 12.2017

Place: Hyderabad

Plaintiff

COUNSEL FOR PLAINTIFF

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 28th day of Decembeer, 2017 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

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 to the best of our knowledge and belief and hence verified on this the 28th day of December, 2017 at Hyderabad.

Plaintiff

LIST OF DOCUMENTS

S.No.	Date	Parties to the documents	Description of the document	Original/ Xerox
1	23.02.2016	Plaintiff/ Defendant	Registration certificate for business	
2	20.02.2016	Plaintiff/ Defendant	Partnership deed	
3	1.1.2016 to 01.07.2016	Plaintiff/ Defendant	Bank statement	
4		Plaintiff/ Defendant	Receipt of Electricity Bills	
5		Plaintiff/ Defendant	Damage photos caused due to heavy rain and works conducted by defendants	
6	22.08.2017	Plaintiff/ Defendant	Legal Notice office copy	
7	19.09.2017	Plaintiff/ Defendant	Reply to legal notice	
8		Plaintiff/ Defendant	Material purchased bills	

Plaintiff

IN THE COURT OF THE HON'BLE
SENIOR CIVIL JUDGE
AT: HYDERABAD

O.S.NO/3 OF 2018

Between :
Ms.Sajda Sultana.

.....Plaintiff

A N D

M/s.Modi Builders Methodist and others
.....Defendants

SUIT FOR DAMAGES AND RECOVERY
OF AMOUNT OF RS.12,13,600/-
PLAINT FILED UNDER ORDER VII
RULE 1 & 2 R/W SECTION 26 OF CIVIL
PROCEDURE CODE

Filed On: .01.2018

Filed By: Counsel for Plaintiff

M/s. Aditya Law Firm

Laxmikanth T Vukkalkar

Pavan.T.Vukkalakar

Advocates-9704829022

Land Mark: Sudershan Reddy Sweet
House, House No-12-13-200, Street -1,
First Floor, State Bank ATM Building,
Tarnaka, Hyderabad - 500017

Ph:9704829022, 9010268633

IN THE COURT OF THE HON'BLE I SENIOR CIVIL JUDGE
CITY CIVIL COURT
AT :HYDERABAD

I.A.NO. 23 OF 2018
IN
O.S. No. 13 OF 2018

Between:

Mrs.Sajda Sultana

..Petitioner/Plaintiff

AND

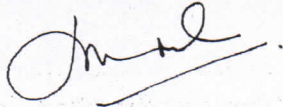
M/s. Modi Builders Methodist Complex

..Respondent/Defendant

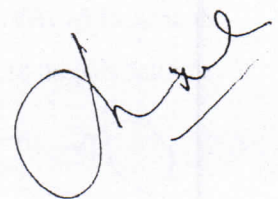
COUNTER AFFIDAVIT OF RESPONDENT

I Soham Modi S/o Shri. Late Satish Modi, Age: 50, Occ: Business R/o 5-4-187/3 & 4, 2nd Floor,
M.G.Road Secunderabad do hereby solemnly affirm and state on oath as follows.

1. I submit that I am the Managing Partner of the Respondent no.1 and as such i am well acquainted with the facts of the case. I am also deposing this affidavit on behalf of Respondent no.3. I deny all the adverse allegations made in the affidavit filed in support of the above application and if any allegation not specifically denied should not be deemed do have been admitted.
2. I submit that with regard to Para no.1 of the affidavit the same is formal and does not call for reply.
3. I submit that with regard to Para no.2 this Respondent is not aware of the partnership of the Petitioner with one G.Ramesh nor with regard to the partnership deed dated 20-2-2016 and hence denied.
4. I submit that with regard to Para no.3 the facts mentioned therein are all with regard to the terms of the lease entered between the Respondent no.1 and the Petitioner, and hence the same are true. It is not true to say that the premise was in a unfinished condition or in a skeleton form.
5. I submit that with regard to Para no.4 it is true with regard to the payment of security deposit of Rs.75000/- is true. This Respondent denies with regarding to the quantum of amount alleged to have been spent to an extent of Rs.15 Lakhs for interior works.



6. I submit that with regard to Para no.5 it is not true to say that in the month of April-2016 the Respondent started construction work and there was heavy curing of cement pillars and slab. There was only change of floor tiles.
7. I submit that with regard to Para no.6 the averments mentioned therein are all false and hence denied.
8. I submit that with regard to Para no.7 it is not true to say that the Respondent agreed to receive the rents only after compensating the alleged damages.
9. I submit that with regard to Para no.8 the Respondent never agreed to compensate for the alleged damages and as the Petitioner defaulted in the payments of rents a suit was filed for eviction and recovery of arrears i.e, O.S.No.1232 of 2016 on the file of this Hon'ble Court. The Petitioner has paid only the arrears of rent and has failed to deposit the current rents as directed by this Hon'ble court and also by the Hon'ble High Court for the state of Telangana and the state of A.P. and the Petitioner continues to be a defaulter in payment of rent.
10. I submit that with regard to Para no.9 all the expenses enlisted therein are denied and is made up only for filing of this application.
11. I submit that with regard to Para no.10 it is true with regard to the suit pending before the XX Junior Civil Judge and the same is being contested by this Respondent.
12. I submit that with regard to Para no.11 the notice sent by the Petitioner to the Respondent has been suitably replied and this suit is filed only to get illegal gains from the Respondent.
13. I submit that with regard to Para no.12 & 13 the balance of convenience is not in the favour of this Petitioner and hence this application should be dismissed with heavy cost.
14. I submit that with regard to Para no.14 the appointment of advocate commissioner is only to gather evidence to support the Petitioner case. It is well established Principle that the advocate commissioner cannot be a tool for gathering evidence.



**IN THE COURT OF THE HON'BLE I SENIOR CIVIL JUDGE
CITY CIVIL COURT
AT :HYDERABAD**

I.A.NO. 23 OF 2018
IN
O.S. No. 13 OF 2018

Between:

Mrs.Sajda Sultana

..Petitioner/Plaintiff

AND

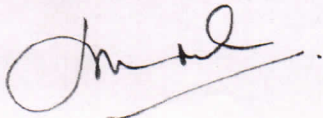
M/s. Modi Builders Methodist Complex

..Respondent/Defendant

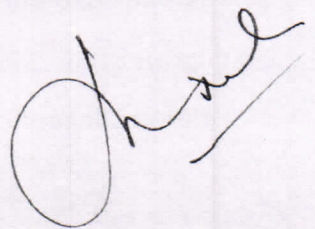
COUNTER AFFIDAVIT OF RESPONDENT

I Soham Modi S/o Shri. Late Satish Modi, Age: 50, Occ: Business R/o 5-4-187/3 & 4, 2nd Floor,
M.G.Road Secunderabad do hereby solemnly affirm and state on oath as follows.

1. I submit that I am the Managing Partner of the Respondent no.1 and as such i am well acquainted with the facts of the case. I am also deposing this affidavit on behalf of Respondent no.3. I deny all the adverse allegations made in the affidavit filed in support of the above application and if any allegation not specifically denied should not be deemed do have been admitted.
2. I submit that with regard to Para no.1 of the affidavit the same is formal and does not call for reply.
3. I submit that with regard to Para no.2 this Respondent is not aware of the partnership of the Petitioner with one G.Ramesh nor with regard to the partnership deed dated 20-2-2016 and hence denied.
4. I submit that with regard to Para no.3 the facts mentioned therein are all with regard to the terms of the lease entered between the Respondent no.1 and the Petitioner, and hence the same are true. It is not true to say that the premise was in a unfinished condition or in a skeleton form.
5. I submit that with regard to Para no.4 it is true with regard to the payment of security deposit of Rs.75000/- is true. This Respondent denies with regarding to the quantum of amount alleged to have been spent to an extent of Rs.15 Lakhs for interior works.



6. I submit that with regard to Para no.5 it is not true to say that in the month of April-2016 the Respondent started construction work and there was heavy curing of cement pillars and slab. There was only change of floor tiles.
7. I submit that with regard to Para no.6 the averments mentioned therein are all false and hence denied.
8. I submit that with regard to Para no.7 it is not true to say that the Respondent agreed to receive the rents only after compensating the alleged damages.
9. I submit that with regard to Para no.8 the Respondent never agreed to compensate for the alleged damages and as the Petitioner defaulted in the payments of rents a suit was filed for eviction and recovery of arrears i.e, O.S.No.1232 of 2016 on the file of this Hon'ble Court. The Petitioner has paid only the arrears of rent and has failed to deposit the current rents as directed by this Hon'ble court and also by the Hon'ble High Court for the state of Telangana and the state of A.P. and the Petitioner continues to be a defaulter in payment of rent.
10. I submit that with regard to Para no.9 all the expenses enlisted therein are denied and is made up only for filing of this application.
11. I submit that with regard to Para no.10 it is true with regard to the suit pending before the XX Junior Civil Judge and the same is being contested by this Respondent.
12. I submit that with regard to Para no.11 the notice sent by the Petitioner to the Respondent has been suitably replied and this suit is filed only to get illegal gains from the Respondent.
13. I submit that with regard to Para no.12 & 13 the balance of convenience is not in the favour of this Petitioner and hence this application should be dismissed with heavy cost.
14. I submit that with regard to Para no.14 the appointment of advocate commissioner is only to gather evidence to support the Petitioner case. It is well established Principle that the advocate commissioner cannot be a tool for gathering evidence.

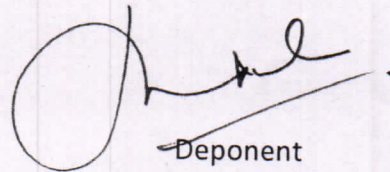


The Respondent Submits As Follows:

When the Respondent issued a notice through its counsel when the Petitioner defaulted in the payment of rents, the Petitioner did not choose to reply to the notice instead filed a injunction suit against the Respondent restraining them against evicting the Petitioner without following due process of law. When the Petitioner continues default to the payment of rent and maintenance, the Respondent filed a suit for eviction and recovery of rents. At that stage the Petitioner has come up with the plea of damages and issued a notice to the Respondent and subsequently filed the present suit. Hence the appointment of an advocate commissioner only amount to gathering of evidence on behalf of the Petitioner.

It is therefore prayed that the application for appointment of advocate commissioner for sight visit should be dismissed with exemplary cost.

Sworn and signed before me on this
The 12th day of March 2018. At
Hyderabad.



Deponent

Advocate/Hyderabad

IN THE COURT OF THE HON'BLE I SENIOR CIVIL JUDGE. C.C.C.
At, Hyderabad.

OS.No. 13 of 2018

Between:

Ms.Sajda Sultana

..Plaintiff,

And

M/s Modi Builders & others,

..Defendants.

WRITTEN STATEMENT FILED BY DEFENDANT NO.1

1. This Defendant denies all the adverse allegations contained in the Plaint and if any allegations not denied specifically should not be deemed to have been admitted.
2. The suit as filed by the Plaintiff is not maintainable under law or on facts.
3. With regard to para 1 of the Plaint, this Defendant denies regarding the Partnership of the Plaintiff with one Mr. G.Ramesh for want of personal knowledge nor regarding the Partnership Deed dated 02.02.2016.
4. With regard to para 2 of the Plaint, the facts mentioned therein are all with regard to the terms of the Lease entered between the Defendant No.1 and the Plaintiff and hence the same is not denied. It is not true to say that the premises was in a unfinished condition or in a skeletal form.
5. With regard to para No.3, it is true with regard to the payment of Security Deposit of Rs.75,000/-. The Defendant denies with regard to the quantum of amount alleged to have been spent to an extent of Ac.15,00,000/- for the interior works like false-ceiling, painting and other expenses.

6. With regard to para No.4, it is not true to say that in the month of April, 2016, the Defendant No.1 started construction work and there was heavy curing of cement pillars and slabs. The Defendant undertook only changing of floor tiles which does not involve curing as alleged by the Plaintiff.

7. With regard to para No.5, the averments mentioned therein are all false, and hence denied.

8. With regard to para No.6, it is not true to say that the Defendant replied to the Plaintiff through e-mail with improper conditions or that the Plaintiff intimated the Defendant over phone that the Plaintiff would pay the rents after receiving compensation from the Defendants.

9. All the other averments in the said para are false, and hence denied.

10. With regard to para No.7, the Defendants never agreed to compensate for the alleged damages and as the Plaintiff defaulted in the payment of rents, the suit was filed for eviction and recovery of the arrears i.e., O.S.No. 1232 of 2016 on the file of this Hon'ble Court. The Plaintiff has paid only the arrears of rents and has failed to deposit the current rents as directed by this Hon'ble Court and also by the Hon'ble High court. The Plaintiff continuously be a defaulter in payment of rents.

11. With regard to para No.8, all the expenses which are alleged to have been incurred by the Plaintiff are all false and made up for filing of the suit.

12. With regard to para No.9, it is true with regard to the pending of suit OS.No. 3180 of 2016 on the file of the Hon'ble XX Jr.Civil Judge, for Injunction, and the same is being contested by the Defendants.

13. With regard to para No.10, the notice sent by the Plaintiff has been suitably replied by the Defendants and the suit is filed only for illegal gains from the Defendants.

14. With regard to para No.11, the evidence nor the balance of convenience is in favour of the Plaintiff and hence the suit is not maintainable.

It is, therefore, prayed that the suit should be dismissed as prayed for.

The Defendant submits as follows:-

1. That the Defendants issued a notice through their Counsel when the Plaintiff defaulted in the payment of rents, the Plaintiff did not choose to reply to the notice instead filed an Injunction suit against the Defendants, restraining them from evicting the Plaintiff without following the due process of law. When the Plaintiff continued in default in payment of rents and maintenance, the Defendants filed a suit for Eviction and recovery of rents. At that stage, the Plaintiff has come up with the plea of damages and issued a notice to the Defendants, which was suitably replied by these Defendants through their Counsel and subsequently the Plaintiff filed the present suit for damages.

It is, therefore, prayed that the suit of the Plaintiff should be dismissed with exemplary costs, in the interest of Justice.

Counsel for Deft-1
Hyderabad,
Dated: 23.4.2018.

Defendant No.1.

VERIFICATION

I, Soha, Modi, Managing Partner of the 1st Defendant
herein do hereby declare that the facts mentioned in the above ~~said~~
Written Statement are true and correct to the best of my knowledge,
belief and information. Hence verified.

Hyderabad.

Defendant No. 1.

Dt. 23.4.2018.