



Date 18-08-2017

Registered Post Ack Due
Notice

To
Syed Mohiuddin S/o Syed Basheeruddin,
Carrying on Business at Shop No.7,
D.No. 5-9-189/190, Lower Ground Floor,
Methodist Complex, Chirag Ali Lane,
Abids, Hyderabad.

Also At
R/o.19-2-23/M/J/5/E
First Floor, Kalapathar,
Macca Colony Hyderabad-500053.

Also At
C/o Sharfuddin Quadri S/o Tajuddin Quadri,
R/o.23-1-636, Mogalpura,
Hyderabad-500002.

Under the instructions of my client M/s Modi Enterprises a Partnership firm Represented by its partner Sri.Soham Modi S/o Late Sri.Satish Modi, having its office at 5-4-187/3 & 4, Soham Mansion IIInd Floor, M.G.Road Secunderabad, we hereby issue you the following notice.

1. Our client states that it is the sole tenant of the building known as "Methodist Complex" bearing M.No.5-9-189/190, situated at Chirag Ali Lane Abids Hyderabad with right to sub lease the portions of the above said premises. You have approached our client and requested to let out the shop No. 7 of lower basement after due negotiations you had agreed to pay a Rent of Rs.7,500/- per month exclusive of electricity consumption charges and maintenance to association, you had further agreed for an enhancement of 20 % at the end of every 5 years on the then existing

Rent. The tenancy started from the month of October 2012. You have further paid a sum of Rs. 39,500/- as Refundable deposit. The tenancy is on a month to month basis and there is no written agreement.

2. You are very irregular in payments of rents and on previous occasions you had given two Cheques in the Month of October 2014 towards arrears of Rents which were dishonored by you and a notice dated 18-11-2014 was given to you. Further another notice dated 22-08-2015 was got issued by our client for non-payment of rents for the period Feb-2014 to July 2015 amounting to an arrears of rent of Rs.1,35,000/-.

3. You have been paying rents not on a month to month basis but on an adhoc basis whenever it pleases you. After giving due credit for all amounts paid by you are still due and payable an amount of Rs.2,25,000/- you have not paid Rents from March 2015 to August 2017 for a period of 30 Months. You are due and payable an amount of Rs.2,25,000/- being arrears of Rent for the above period. Our client has been demanding for the payments but you have not bothered to settle the dues of Rent. In view of quantum of Rent, the Lease is not Governed by the A.P. Rent Control Act. It is pertinent to mention here that there is no valid lease Agreement executed between you and our client. Therefore the Lease is deemed to be from month to month and can be terminated by issuing a notice U/s 106 of Transfer of Property Act giving 15 days time for vacating the premises under your occupation.

4. We hereby call upon you to pay an amount of Rs.2,25,000/- within seven days from the date of receipt of this notice and if you fail to do so you will be liable to pay an amount of Rs. 15000/- per month for illegal occupation of the premises. You are further directed to vacate the said premises under your occupation as our client will take all such steps which are available to it for both eviction and recovery of rents in an appropriate court of law holding you liable for all costs and consequences arising therefrom.

C.Balagopal
Advocate

IN THE COURT OF THE SENIOR CIVIL JUDGE:
CITY CIVIL COURT: AT HYDERABAD

O.S. No.  OF 2018

Between:

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

...Plaintiff

AND

Syed Sharfuddin Quadri S/o. Syed Tajuddin Quadri,
Carrying on business at Shop No.7,
D.No. 5-9-189/190,
Lower Ground Floor,
Methodist Complex,
Chirag Ali Lane, Abids,
Hyderabad.

... Defendant

Also at

R/o. 23-1-636, Moghalpura,
Hyderabad - 500 002.

PLAINT FILED U/S. 26 OF C.P.C.
FOR EVICTION, ARREARS OF RENT
AND FUTURE MESNE PROFITS

I. Description of the Plaintiff:

The address for service of all notices, summons and process etc. on the Plaintiffs are as mentioned above and of their counsel Sri C.Balagopal, Smt.Ameerunnisa Begum, C.V.Chandramouli, P.Vikram Kumar, Advocates, having office at Flat No.103, Suresh Harivillu Apartments, Road No.11, West Marredpally, Secunderabad.

II. Description of the Defendant:

The addresses for service of all notices, summonses and processes etc. on the Defendant is the same as mentioned above.


For Modi Builders (Methodist Complex)
PARTNER

III. The Plaintiff is a partnership firm duly registered under the Partnership Act and the name of Soham Modi is shown as a Partner thereof in the Registrar of Firms. A copy of the Registration of Firm is filed herewith.

IV. **FACTS OF THE CASE:**

1. The Plaintiff submits that it is the sole tenant of the building known as "Methodist Complex", bearing M.No.5-9-189/190, situated at Chirag Ali Lane, Abids, Hyderabad with right to sub lease the portions of the above said premises. The Plaintiff has entered the Tenancy agreement dtd. 19.4.1988 with the original owner Methodist Church in India. The clause No.5 (h) of the lease agreement gives a right to the Plaintiff for subleasing the above premises. The Defendant had approached the Plaintiff and requested to let out Shop No.7 in the Lower Ground Floor of the said premises admeasuring 650 Sft, and after due negotiations the Defendant has agreed to take the above shop on a monthly rent of Rs. 7,500/- exclusive of electricity consumption charges and maintenance to association. The Defendant further agreed for an enhancement of 20% at the end of every 5 years on the then existing rent. The tenancy started from the month of October' 2012. The Defendant paid a sum of Rs.39,500/- as refundable deposit. The tenancy is on a month to month basis and there is no written agreement.
2. The Defendant was very irregular in payments of rents and on previous occasions he had given two cheques in the month of Oct 2014 towards arrears of rents which were dishonored, and a notice dated 18.11.2014 was given to him. Further another notice dtd. 22.8.2015 was got issued to him for non-payment of rents for the period Feb'2014 to July'15 amounting to an arrears of rent of Rs.1,35,000/-.

~~For Modi Builders Methodist Complex~~
Partner

3. The Defendant has been paying rents not on a month to month basis but on an adhoc basis whenever it pleases him. After giving due credit for all the amounts paid by the Defendant, he is still due and payable an amount of Rs.2,62,500/-. The Defendant has not paid rents from March 2015 to January 2018 i.e. for a period of 35 months. The Defendant is due and payable an amount of Rs. 2,62,500/- being arrears of rent for the above period. The Plaintiff has been demanding for the payments of rents but the Defendant has not bothered to settle the dues of rent. In view of quantum of rent, the lease is not governed by the A.P. Rent Control Act. It is pertinent to mention here that there is no valid lease agreement executed between the Defendant and the Plaintiff. Therefore, the lease is deemed to be from month to month and can be terminated by issuing a notice U/s 106 of Transfer of Property Act giving 15 days time for vacating the premises under the Defendant's occupation. The Plaintiff has got issued a notice dated 21.01.2018. Inspite of the notice the Defendant neither bothered to give reply nor make the payments as demanded in the notice. A copy of the notice and the postal acknowledgement is filed along with this plaint.
4. The Plaintiff submits that the Suit Schedule Property will easily fetch a rent of Rs.12500/- pm. The Plaintiff therefore is entitled to pray for future Mesne Profits from the date of decree at the said rates.
5. The Plaintiff has not filed any suit for similar relief in this Hon'ble court or any other court against the Defendant.

X
For Medi Builders (Methodist Complex)
Partner

V. Cause of Action:

The cause of action for this suit arose on October 2012 the date of commencement of lease, and on all such dates when the rents remained unpaid, also on 21.01.2018 the date of notice of termination.

VI. Jurisdiction:

The Suit Schedule Property is situated at Hyderabad, which is within the territorial jurisdiction of this Hon'ble court, as such the Hon'ble Court can entertain and try the Suit. Hence this Hon'ble court has got territorial jurisdiction and the claim for rental dues is Rs.2,62,500 /- as such this Hon'ble court has also got the pecuniary jurisdiction to try this suit.

VII Court Fee:

The suit is valued for the purpose of court fee and jurisdiction at Rs. 3,07,350/- which is the arrears of rent, and maintenance charges for the suit schedule property from October 2012 to January 2018 and an advalorem court fee of Rs.5526/- is paid herewith U/s 20 of A.P.C.F. and S.V. Act and for the purpose of ejectment the suit is valued at Rs.90,000/- which is the Annual Rental Value and on which court fee of Rs.3266/- is paid U/s.40 of APCF and SV Act. The total value of the suit is Rs.3,97,350/- and total court fee of Rs.8792/- is paid.

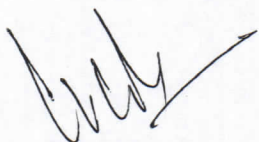
VIII Prayer:

The Plaintiff prays that this Hon'ble court be pleased to pass a Judgment and Decree in favour of the Plaintiff and against the Defendant granting the following reliefs:-

- a) To direct the Defendant to vacate and handover the peaceful possession of the suit schedule property.

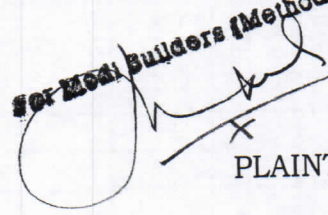
[Signature]
For ~~Real Builders~~ (Methodist Complex)
Partner

- b) To direct the Defendant to pay a sum of Rs.30,000/- pm towards future mesne profits from the date of decree.
- c) To direct the defendant to pay sum of Rs.3,07,350/- towards arrears of rent and maintenance charges.
- d) To grant the costs of the suit and
- e) To pass such other relief or reliefs as are just and necessary in the circumstances of the case.



Counsel for Plaintiff

Place: HYDERABAD
Date: 21-2-18

For Modi Builders (Methodist Complex)

Partner
PLAINTIFF

VERIFICATION

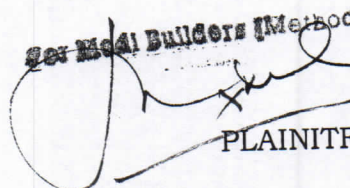
I, Soham Modi, S/o Late Sri Sathish Modi, Partner of the Plaintiff, do hereby declare that the facts mentioned above are true to the best of my knowledge, hence verified.

SCHEDULE OF PROPERTY

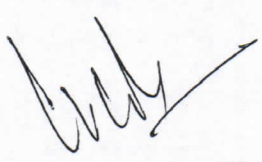
Shop NO. 7 in the Lower Ground Floor, in the premises known as Methodist Complex bearing D.No.5-9-189/190, situated at Chirag Ali Lane, Abids, Hyderabad and bounded on the

North by	:	Shop no. 7 B
South by	:	Shop no.6
East by	:	Road
West by	:	Passage

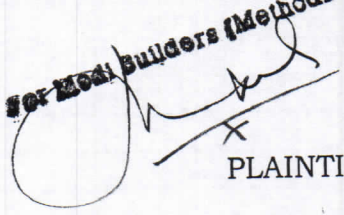
Place: Hyderabad.
Date: 21/2/18

For Modi Builders (Methodist Complex)

Partner
PLAINTIFF

- b) To direct the Defendant to pay a sum of Rs.30,000/- pm towards future mesne profits from the date of decree.
- c) To direct the defendant to pay sum of Rs.3,07,350/- towards arrears of rent and maintenance charges.
- d) To grant the costs of the suit and
- e) To pass such other relief or reliefs as are just and necessary in the circumstances of the case.


Counsel for Plaintiff

Place: HYDERABAD
Date: 21-2-18


Soham Modi Builders (Methodist Complex)
Partner
PLAINTIFF

VERIFICATION

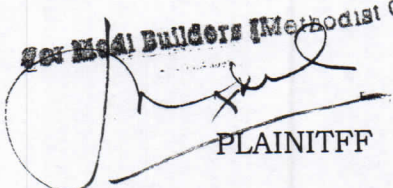
I, Soham Modi, S/o Late Sri Sathish Modi, Partner of the Plaintiff, do hereby declare that the facts mentioned above are true to the best of my knowledge, hence verified.

SCHEDULE OF PROPERTY

Shop NO. 7 in the Lower Ground Floor, in the premises known as Methodist Complex bearing D.No.5-9-189/190, situated at Chirag Ali Lane, Abids, Hyderabad and bounded on the

North by	:	Shop no. 7 B
South by	:	Shop no.6
East by	:	Road
West by	:	Passage

Place: Hyderabad.
Date: 21/2/18


Soham Modi Builders (Methodist Complex)
Partner
PLAINTIFF

7-
IN THE COURT OF THE
SENIOR CIVIL JUDGE:
CITY CIVIL COURT AT
HYDERABAD

O.S. No. 709 OF 2018

Between:

M/s. Modi Builders Methodist
Complex

...Plaintiff

And

Syed Sharfuddin Quadri,

... Defendant

PLAINT FILED U/S. 26 OF C.P.C.
FOR EVICTION, ARREARS OF
RENT AND FUTURE MESNE
PROFITS

Filed on:

Filed by:

SRI. C. BALAGOPAL

Advocate

103, Harivillu Apartments,
West Marredpally,
Secunderabad.

Phone No.9441782451

COUNSEL FOR PLAINTIFF

IN THE COURT OF THE SENIOR CIVIL JUDGE:
CITY CIVIL COURT AT HYDERABAD
I.A No. OF 2018
IN
O.S. No. OF 2018

Between:

M/s. Modi Builders Methodist Complex ... Petitioner/ Plaintiff

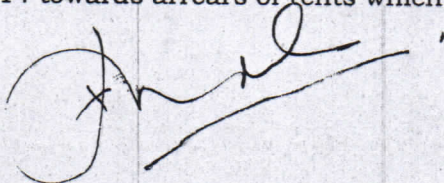
AND

Syed Sharfuddin Quadri ... Respondent/Defendant

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 Plaintiff herein and as such I am well acquainted with the facts of the case.
2. I submit that the Petitioner is the sole tenant of the building known as "Methodist Complex", bearing M.No.5-9-189/190, situated at Chirag Ali Lane, Abids, Hyderabad with right to sub lease the portions of the above said premises. The Petitioner has entered the Tenancy agreement dated. 19.4.1988 with the original owner Methodist Church in India. The clause No.5(h) of the lease agreement gives a right to the Petitioner for subleasing the above premises. The Respondent had approached the Petitioner and requested to let out the Lower Ground floor portion bearing Shop No. 7 of the said premises admeasuring 650 Sft., and after negotiations the Respondent has entered into an oral agreement in the month of October 2012. As per the terms of the oral lease the Respondent has to pay a monthly rent of Rs.7500/- exclusive of electricity consumption charges and maintenance charges and subject to enhancement i.e., @ 20% at the end of every 5 years on the then existing rent.
3. I submit that the Respondent was very irregular in payments of rents and on previous occasions he had given two cheques in the month of Oct 2014 towards arrears of rents which were dishonored, and a notice dated



18.11.2014 was given to him. Further another notice dtd. 22.8.2015 was got issued to him for non-payment of rents for the period Feb'2014 to July'15 amounting to an arrears of rent of Rs.1,35,000/-.

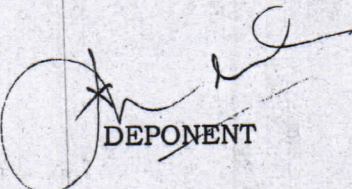
4. I submit that the Respondent has been paying rents not on a month to month basis but on an adhoc basis whenever it pleases him. After giving due credit for all the amounts paid by the Respondent, he is still due and payable an amount of Rs.2,62,500/-. The Respondent has not paid rents from March 2015 to January 2018 i.e. for a period of 35 months. The Respondent is due and payable an amount of Rs. 2,62,500/- being arrears of rent for the above period. The Petitioner has been demanding for the payments of rents but the Respondent has not bothered to settle the dues of rent. In view of quantum of rent, the lease is not governed by the A.P. Rent Control Act. It is pertinent to mention here that there is no valid lease agreement executed between the Respondent and the Petitioner. Therefore, the lease is deemed to be from month to month and can be terminated by issuing a notice U/s 106 of Transfer of Property Act giving 15 days time for vacating the premises under the Respondent occupation. The Petitioner has got issued a notice dated 21.01.2018. In spite of the notice the Respondent neither bothered to give reply nor make the payments as demanded in the notice

I therefore pray that this Hon'ble court may be pleased to direct the Respondent to pay the petitioner the arrears of rent amounting to Rs.2,62,500/- and further direct the Respondent to continue to pay Rs.7500/- per month towards rent pending disposal of the suit.

Sworn and signed before me

on this the
At Hyderabad.

day of November, 2018


DEPONENT

ADVOCATE / SECUNDERABAD

IN THE COURT OF THE _____ SENIOR CIVIL JUDGE:
CITY CIVIL COURT AT HYDERABAD
IA No. _____ of 2016

O.S. No. _____ IN _____ OF 2018

Between:

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

....Petitioner/ Plaintiff

AND

Syed Sharfuddin Quadri S/o. Syed Tajuddin Quadri,
Carrying on business at Shop No.7,
D.No. 5-9-189/190,
Lower Ground Floor,
Methodist Complex,
Chirag Ali Lane, Abids,
Hyderabad.

Also at

R/o. 23-1-636, Moghalpura,
Hyderabad - 500 002.

... Defendant

PETITION FILED UNDER ORDER 15A OF CPC

For the reasons stated in the accompanying affidavit it is prayed that this
Honble court may be pleased to direct the Respondent to pay the
Petitioner the arrears of rent amounting to Rs.2,62,500/- and further
direct the Respondent to continue to pay Rs.7500/- per month towards
rent pending disposal of the suit.

Place: HYDERABAD

DATE:

COUNSEL FOR PETITIONER

IN THE COURT OF THE
SENIOR CIVIL JUDGE:
CITY CIVIL COURT AT
HYDERABAD

O.S. No. 709 OF 2018

Between:

M/s. Modi Builders Methodist
Complex

...Plaintiff

And

Syed Sharfuddin Quadri,
...Defendant

PETITION FILED UNDER
ORDER 15A OF CPC

Filed on: .02.2018

Filed by:

SHRI. C. BALAGOPAL

Advocate

103, Harivillu Apartments,
West Marredpally,
Secunderabad.
Phone No.9441782451

COUNSEL FOR PETITIONER