

IN THE COURT OF HON'BLE _____ CHIEF JUDGE,
CITY CIVIL COURT, AT: HYDERABAD

O.S. No. _____ OF 2019

Between:

M/s. MODI BUILDERS METHODIST COMPLEX

Plaintiff/Petitioner

AND

METHODIST CHURCH IN INDIA

Defendant/Respondent

Do hereby appoint and retain

DUVVA PAVAN KUMAR

SHRADDHA GUPTA

SURYATEJ P.N.J

ADVOCATES

Advocate/s to appear for me / us in the above suit / Appeal / Petition / Case and to conduct and prosecute and defend the same and all proceedings that may be taken in respect of any applications for execution or any Decree or Order passed therein. I/We empower my/our Advocate/s to appear in all miscellaneous proceeding in the above suit/matter till all Decree or Order are fully satisfied or adjusted to compromise and obtain the return of documents and draw any moneys that might be payable to me/us in the said suit or of matter and notice I/We do further empower my/our Advocates to accept on my /our behalf, service of all or any appeals or petitions filed in any Court of Appeal reference or Revision with regard to said suit or matter before the disposal of the same in this Honourable Court.

For Modi Builders (Methodist Complex)



Certified that the executant herein is well acquainted with English, read this Vakalatnama. The contents of the Vakalatnama were read over and explain in Urdu/Hindi/Telugu to the executant as he /she/they being unacquainted with English who appeared perfectly to understand same and signed /put his / her/their name or mark in my presence.

Identified by:

Executed on this _____ day of _____ 2019

ADVOCATE

o/c

IN THE COURT OF THE
Honble J Suresh Civil Judge.
CITY CIVIL COURT, AT: HYDERABAD

O. S. NO. 1895 OF 2019

Between:

I.A.No. 5 OF 2019.

M/S. MODI BUILDERS METHODIST COMPLEX.

Having its registered office at
5-1-189/190, Abids,
Hyderabad - 500001
Represented by its Partner, Mr. Soham Modi.

PLAINTIFF

AND

METHODIST CHURCH IN INDIA

Hyderabad Regional Conference,
Methodist Complex, 2nd Floor,
Opp. Chermas, Abids,
Hyderabad - 500001

DEFENDANT

SUIT FOR SPECIFIC PERFORMANCE

PLAINT FILED UNDER SECTION 26 R/W ORDER VII RULE 1 OF CPC

I. DESCRIPTION OF THE PLAINTIFF

The address and description of the Plaintiff for the purpose of service of summons and notices on the Plaintiff is as mentioned in the cause title above and that of his counsel are Duvva Pavan Kumar, Shraddha Gupta, Surya Tej P.N.J and the address for purposes of service of summons and notices is Suit No. 16, 3rd Floor, Cyber Hub, Janardana Hills, Gachibowli - 500032.

II. DESCRIPTION OF THE DEFENDANT

The address and description of the Defendant for the purpose of service of summons and notices on the Defendant is as mentioned in the cause title above.

THE PLAINTIFF RESPECTFULLY SUBMITS AS UNDER:

1. The Defendant is a society registered under the Societies Act, 21 of 1860 and Public Charitable Trust registered under the Bombay Public Trust Act, 1930.

For Modi Builders (Methodist Complex)

Partner

2. The Defendant represented that, it is the owner of the large immovable property admeasuring approximately 2760 Sq.Mts (equivalent to 3300 Sq.Yds) bearing Municipal No. 5-9-189/90, situated at Abids Road/ Chirag Ali Lane, Hyderabad ("**Demised Property**"), however, the Defendant does not have requisite skill, expertise and resources to develop the land under the Demised Property. As such, the Defendant was on a look-out for a developer to take up development of the land into a building as it stands today.
3. In this background, the Defendant approached M/s. Modi Builders and indicated its interest in getting the land developed into Methodist Complex. It was agreed that the developer shall be constructing the building at no cost and in return the developer shall be granted leasing rights in the Methodist Complex for perpetuity in lieu of its share in the Methodist Complex. On basis of the assurances given by the Defendant, which were reduced into writing, M/s. Modi Builders, in the year 1981 agreed to develop a Building consisting of basement/ cellar, ground floor and three or more upper storeys under the name and style of "**Methodist Complex**" on the Demised Property. Parties entered into a Development Agreement dated 9 January 1981. It is specifically recorded in the Development Agreement that M/s. Modi Builders agreed to develop the Methodist Complex at no costs, and in lieu of the development of the Methodist Complex, the Defendant had agreed to let out the property to M/s. Modi Builders with liberty to M/s. Modi Builders to sub-lease the same. Copy of the Development Agreement dated 9 January 1981 is enclosed as **Annexure-P-1.**
4. Subsequently in the year 1982, the Defendant as per the agreed terms under Development Agreement, a Tenancy Agreement dated 9 January 1982 granting the tenancy rights for the Methodist Complex to M/s. Modi Builders represented by its partner Mr. Satish M. Modi was also executed. Copy Tenancy Agreement dated

For Modi Builders (Methodist Complex)

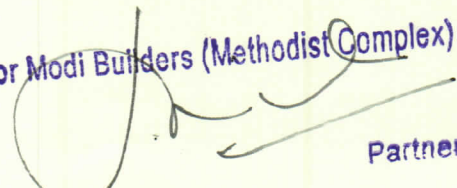
Partner

9 January 1982 is enclosed as **Annexure-P-2**. Upon obtaining the development rights for the Demised Property, considering the scope and extent of work and several other factors in connection with developing the Methodist Complex, Mr. Satish M. Modi representing M/s. Modi Builders formed a partnership with Mr. Suresh. P Bajaj representing M/s. Shiv Shakti Constructions Private Limited under the name and style of "**Modi Builders- Methodist Complex**" i.e. the Plaintiff by way of a Deed of Partnership dated 28 August 1985, solely for developing the Demised Property in Methodist Complex and use and occupation of the Methodist Complex. It is also submitted that, in order to arrange funds for development of the Demised Property, the partnership firm collected huge amounts of money from prospective tenants of the Demised Property. Copy of the Deed of Partnership dated 28 August 1985 is enclosed as **Annexure-P-3**.

5. Thereafter, the Plaintiff entered into a fresh Tenancy Deed dated 19 April 1988 bearing document no. 686/1990 with the Defendant ("**Lease Deed**"), wherein under the Lease Deed, the Defendant granted tenancy rights to the Plaintiff, specifically recording their understanding to grant the Plaintiff tenancy rights for Methodist Complex for perpetuity. The relevant terms and conditions of the Lease Deed are reproduced herein below for ready reference:

- a. Clause 2 of the Leased Deed reads as follows:

"The Period of the tenancy has commenced from the 1st day of March 1987, and the Tenant shall be entitled to obtain a vacant possession of the tenanted premises from the Developers directly and shall thereafter be entitled to use and occupy the tenanted premises so long as the Tenant is willing to pay the rent and as per the terms of this Tenancy Deed and to observe and perform the other terms and conditions contained in this tenancy deed, the intention being that the Landlord shall not be entitled to terminate this Tenancy deed or to require the Tenant to vacate the

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the event of cancellation of the said Development Agreement or this Tenancy Deed entered into with the said M/s. Modi Builders/ Modi Enterprises, the sub-tenants performing his/her/their obligations as per the agreement entered into with M/s. Modi Builders/ Modi Enterprises, such sub-tenancy shall be continued to be in force and the sub-tenant shall have the right to enjoy the premises they have contracted and in such event, his/her/their obligations shall be towards the Church,/Landlord/Owner;"

e. Clause 7 (c) of the Lease Deed reads as follows:

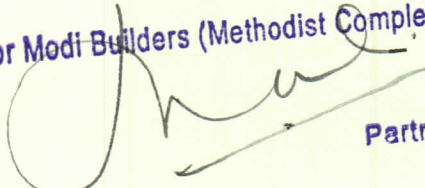
"The said building shall belong to and shall be considered as the property of the Land Lord. The Tenant does not nor will the Tenant claim any Proprietary share, right title and/or interest in the said building and/ or in any part thereof."

f. Clause 10 of the Lease Deed reads as follows:

"Since the Tenancy/ Lease contemplated by this Deed is to be a long term arrangement, and for the purposes of stamp duty and registration costs, this deed may be deemed for a period of 30 years and shall be renewed on the same terms and conditions including this clause for renewal".

Copy Tenancy Agreement dated 19 April 1988 bearing document no. 686/1990 is enclosed as **Annexure-P-4**.

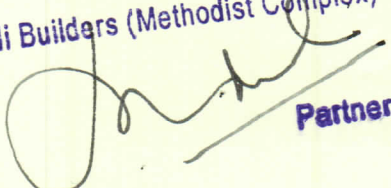
6. It is humbly submitted that the Plaintiff was always in compliance with the terms of the Lease Deed, and has been regularly paying the monthly rentals to the Defendant at Rs. 1,00,000/- per month with escalation of 20% after every 5 years from the date of execution of the Tenancy Agreement. As on date, the Plaintiff is paying monthly rental of Rs. 2,68,738/-. Copy of the proof of

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payment of rent for previous two financial years is enclosed as **Annexure P-5.**

7. It is submitted that, the Plaintiff has been in continuous possession of the Methodist Complex since 1982 and had sub leased the Methodist Complex to various third parties for running their business in the Methodist Complex, and almost upon expiry of the term of the Lease Deed, the Plaintiff by its letter dated 26 July 2018 called upon the Defendant to renew the term of the Lease Deed by entering into a fresh Tenancy Deed, in order to comply with the statutory requirement and in order for the sub-lessees to continue their business operations in the Methodist Complex, and the Plaintiff further informed the Defendants that, the necessary costs for the registration and the execution of the fresh tenancy deed shall be borne by the Plaintiff. Copy of the Letter issued by the Plaintiff to Defendant on 26 July 2018 and the proof of delivery of the letter are enclosed as **Annexure-P-6 & 7.** In response to the aforesaid letter issued by the Plaintiff, the Executive of the Defendant on behalf of the Defendant, had replied that the proposal put forward by the Plaintiff had been put forward for discussions before the concerned committee, and he had been asked to submit his Report on the Plaintiff's compliance with Clause 5(h) and 7(c) of the Lease Deed. The letter issued by the Executive of the Defendant on behalf of the Defendant is enclosed as **Annexure-P-8.**

8. It is further submitted that, when the Defendant failed to take any further steps, the Plaintiff in order to comply with the statutory requirements, by way of a letter dated 17 September 2018, reminded the Defendants about entering into fresh Tenancy Deed and further assured the Defendant that they are not in breach of any terms and conditions of the Lease Deed. The Letter issued by the Plaintiff to the Defendant on 17 September 2018 is enclosed as **Annexure-P-9.** In response to the letter issued by the Plaintiff, the Defendant by its letter dated 3 October 2018 called upon the Plaintiff to attend the meeting organized by the Defendant to discuss the issue, and further instructed the Plaintiff to submit a

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notarized affidavit confirming it has not violated Clause 5(h) and 7(c) of the Lease Deed. Letter issued by the Defendant to Plaintiff on 3 October 2018 is enclosed as **Annexure-P-10**.

9. It is submitted that, in compliance with the instructions given by the Defendant, the Plaintiff by way of a letter dated 13 October 2018, furnished the duplicate copy of the notarized affidavit confirming it has not violated Clause 5(h) and 7(c) of the Lease Deed to the Defendant, and further informed the Defendant that the Plaintiff will be handing over the original copy of the notarized affidavit to the Defendant on the date of the meeting organized i.e. 22 October 2018. Copy of the letter issued by the Plaintiff to the Defendant on 13 October 2018 is enclosed as **Annexure-P-11**.

10. It is submitted that, on 22 October 2018, in the meeting the Defendant had sought the following documents from the Plaintiff:

- a. Municipal Sanction Plans for Methodist Complex;
- b. Draft copy of the Proposed Lease Deed/ Tenancy Deed;
- c. List of the Occupant at Methodist Complex;
- d. Note on floor wise construct area;
- e. Redrafted floor wise Methodist Complex Sanction Plan;

11. It is further humbly submitted that, the Plaintiff without haste, submitted all the aforesaid documents to the Defendant, and when there was no reply from the Defendant, the Plaintiff by way of its letter dated 21 January 2019, reminded the Defendant about the executing a fresh Lease Deed. Copy of the letter issued by the Plaintiff to Defendant on 21 January 2019 is enclosed as **Annexure-P-12**.

12. It is humbly submitted that, the Defendant did not respond to the Plaintiff's aforesaid letter and responded to the Plaintiff on 17 April 2019, making baseless allegations and imposing untoward conditions for purposes of execution of fresh deed, which is contrary to the agreed terms between the parties. Copy of the letter

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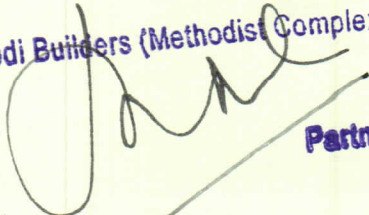
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issued by the Defendant to Plaintiff on 17 April 2019 is enclosed as ***Annexure-P-13.***

13. It is humbly submitted that, the Plaintiff made the payment of the rent to the Defendant, from time to time, by way of cheques, which were sent to the office of the Defendant. While the rentals made until the month of December 2018 were accepted by the Defendant, for the month of January February & March 2019 Defendant, in fact called upon the Plaintiff to issue fresh cheques, which was duly complied with. However, to the surprise of the Plaintiff, the Defendant refused to accept the payments from the month of March 2019 and then the Plaintiff dispatched the rent cheques/DDs by way of letters dated 1 March 2019. Copy of the letter issued by the Plaintiff to Defendant on 1 March 2019 is enclosed as ***Annexure-P-14.*** The Defendant by way of its letter dated 20 July 2019 returned all the cheques and DD's to the Plaintiff, stating the fresh lease deed has not been executed, hence the cheques and DDs cannot be accepted. Copy of the letter issued by the Defendant to Plaintiff on 20 July 2019 is enclosed as ***Annexure-P-15.***

14. It is submitted that, the Plaintiff, aggrieved by the the actions of the Defendant, issued the Defendant a legal notice on 9 September 2019, calling upon the Defendant to execute a fresh lease deed for the Methodist Complex in favour of the Plaintiff. Copy of the Legal Notice dated 9 September 2019 is enclosed as ***Annexure-P-16.***

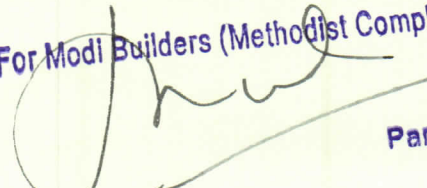
15. The Defendant received the legal notice on 14 September 2019. Proof of delivery is enclosed as ***Annexure-P-17.*** In spite of receipt of the notice on 14 September 2019, the Defendant issued a baseless reply to the Plaintiff after a lapse of more than 31 days i.e. on 15 October 2019, denying the agreed terms of the Tenancy Deed and demanding high rents only in order to prejudice the interests of the Plaintiff by delaying the process of registration of the fresh lease deed in favour of the Plaintiff. Copy of the Legal Notice dated 15

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October 2019 issued by the Defendant is enclosed as **Annexure-P-**

18.

16. The Plaintiff was surprised to receive such a reply from the Defendant, which is not just contrary to the agreed terms of the Lease Deed and the Development Agreement, but is inconsistent with their actions and assurances made to the Plaintiff. It is submitted that revised terms, as proposed by the Defendant are not legally tenable, as the Defendant has failed to appreciate that the requirement under the Lease Deed for execution of a fresh lease deed, was solely for the purpose of ensuring due compliance of the Stamp Duty Act and the Registration Act.
17. At this juncture, it would also be relevant to note that development of the land into Methodist Complex and tenancy of the same in favour of the Plaintiff was a composite transaction, entered upon, only on account of the Defendant's representations and assurances. In view thereof, their attempt to now unilaterally revise the terms of the Lease Deed is unjust, unfair and unsustainable in the eyes of the law such unilateral revision will prejudicially hamper the interest of the Plaintiff and the tenants who are presently in use and occupation of the Methodist Complex.
18. It is apparent from the actions of the Defendant that, they are not willing to perform their part of the Lease Deed, even though the Plaintiff has time and again expressed its readiness and willing to perform its part of obligations and has in fact completed its part of the obligations. Further, the Defendant's deliberate failure to execute and register a fresh lease deed, holds the Plaintiff in violation of the applicable laws and execution of a fresh Lease Deed is to ensure compliance of the same.
19. The Plaintiff therefore most humbly submits that from the facts and circumstances stated supra, the Defendant has deliberately failed to perform its part of contract. In the given circumstances, the Plaintiff is left with no other alternative remedy but to approach

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this Hon'ble Court seeking a direction from this Hon'ble Court to direct the Defendant to immediately execute a fresh lease deed in favour of the Plaintiff granting the tenancy rights for the Methodist Complex.

20. The Plaintiff seeks of this Hon'ble Court to file such other additional documents and make such other additional pleadings, as may be necessary to decide the lis involved in the present suit. Further, the present suit is filed without prejudice to the rights of the Plaintiff to seek all such other remedies available with the Plaintiff against the Defendant under the Agreements and applicable laws.

Hence this Suit.

III. JURISDICTION:

The registered office of the Plaintiff Partnership Firm is situated at 5-1-189/190, Abids, Hyderabad - 500001, and the Methodist Complex is situated at Abids Road/ Chirag Ali Lane, Hyderabad the cause of action arose also arose in Abids, which is within the jurisdiction of this Hon'ble Court and the same falls within the territorial jurisdiction of this Hon'ble Court.

IV. LIMITATION:

The Plaintiff submits that the limitation for filing a suit for specific performance is three years from the date of expiry of the Lease Deed. It is submitted that, cause of action in the present suit first arose at the time of expiry of the thirty years period in the Lease Deed i.e 19 April 2018. It subsequently arose on all such occasions when the Plaintiff sent reminders to the Defendant and the Defendants deliberately failed to comply with the same. It finally arose on 9 September 2019, when by way of notice, the Plaintiff asked the Defendant to execute fresh Lease Deed of the Methodist Complex. As such, the Plaintiff submits that the suit filed is within

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the period of limitation from the date of issuance of the purchase order by the Respondent to the Plaintiff.

The Plaintiff hereby declares that he has not filed any suit earlier of a similar nature and that no suit or proceedings are pending in any court between the parties.

V. VALUATION:

The suit being one for specific performance is valued under section 39 of A.P.C.F. & S.V. Act at _____ and an advalorem court fee amounting to _____ is paid thereon which is sufficient under article 1b and c of the Act.

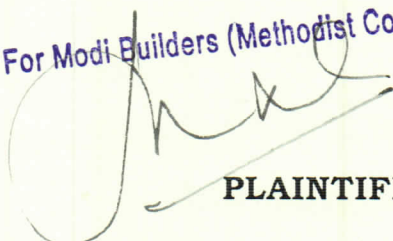
The Plaintiff for the purpose of relief of injunction and declaration as consequential relief to the relief of specific performance values the suit notionally at Rs. _____/- and pays a court fee of Rs. _____/- under Sec. 20 of A.P.C.F. & S.V. Act.

PRAYER

The Plaintiff, therefore, most humbly prays that this Hon'ble Court may be pleased to pass judgment and decree in favour of Plaintiff and against the Defendants jointly and severally and against their properties as hereunder:

- a) directing the Defendant to execute a fresh lease deed, on the same terms and conditions as contained in Tenancy Agreement dated 19 April 1988 for the Methodist Complex in favour of the Plaintiff;
- b) costs of the suit may be awarded; and
- c) Any other relief or reliefs to which the Plaintiff is entitled to may also be granted.

COUNSEL FOR PLAINTIFF

For Modi Builders (Methodist Complex)

Partner
PLAINTIFF

VERIFICATION

I, Soham Modi, S/o. S/o. Satish Modi, age 50 years, R/o. Hyderabad, partner and authorized signatory of M/S. Modi Builders Methodist Complex, do hereby verify and declare that the facts stated in the above plaint are true and correct to the best of my knowledge, belief and information made available to me hence verified on this the _____ day of December 2019 at Hyderabad.

For Modi Builders (Methodist Complex)
PLAINTIFF Partner

PLACE: HYDERABAD

DATE:

SCHEDULE OF THE PROPERTY

All the piece or parcel of land or ground admeasuring approximately 2760 Sq. Mts. (equivalent to 3300 Sq Yds.) bearing Municipal No. 5-9-189/90, situated at Abids Road/ Chirag Ali Lane, Hyderabad, bounded by –

North	Church of South India
South	Chirag Ali Lane
East	Abids Road
West	Bungalow owned by M/s. Brindavana Comm Complex

VERIFICATION

I, Soham Modi, S/o. S/o. Satish Modi, age 50 years, R/o. Hyderabad, partner and authorized signatory of M/S. Modi Builders Methodist Complex, do hereby verify and declare that the schedule of property as stated above is true and correct to the best of my knowledge, belief and information made available to me hence verified on this the _____ day of December 2019 at Hyderabad.

For Modi Builders (Methodist Complex)
PLAINTIFF Partner

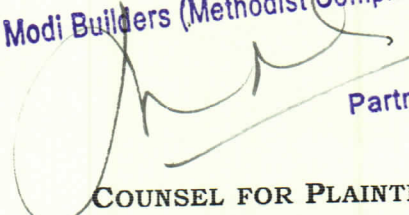
PLACE: HYDERABAD

DATE:

LIST OF DOCUMENTS FILED BY THE PLAINTIFF

SL. No.	DATE IF ANY OF DOCUMENT	PARTIES TO THE DOCUMENT	DESCRIPTION
1	09.01.1981	Defendant	Copy of the Development Agreement dated 9 January 1981 entered between Defendant and M/s. Modi Builders
2.	09.01.1982	Defendant	Copy Tenancy Agreement dated 9 January 1982 entered between Defendant and M/s. Modi Builders
3.	28.08.1985	Plaintiff	Copy of the Partnership dated 28 August 1985
4.	19.04.1988	Plaintiff and Defendant	Copy of the Tenancy Agreement dated 19 April 1988 bearing document no. 686/1990
5.	-	-	Copy of the proof of payment of rent for previous two financial years
6.	26.07.2018	Plaintiff	Copy of the letter issued by the Plaintiff to Defendant on 26 July 2018
7.	26.07.2018	Plaintiff and Defendant	Proof of delivery of the letter dated 26 July 2018
8.	31.08.2018	Defendant	Copy of the letter issued by the Executive of the Defendant on behalf of the Defendant on 31 August 2018
9.	17.09.2018	Plaintiff	Copy of the letter issued by the Plaintiff to Defendant on 17 September 2018
10.	3.10.2018	Defendant	Copy of the letter issued by the Defendant to Plaintiff on 3 October 2018
11.	13.10.2018	Plaintiff	Copy of the letter issued by the Plaintiff to Defendant on 13 October 2018
12.	21.01.2019	Plaintiff	Copy of the letter issued by the Plaintiff to Defendant on 21 January 2019
13.	17.04.2019	Defendant	Copy of the letter issued by the Defendant to Plaintiff on 17 April 2019
14.	1.03.2019	Plaintiff	Copy of the letter issued by the Plaintiff to Defendant on 1 March 2019
15.	20.07.2019	Defendant	Copy of the letter issued by the Defendant to Plaintiff on 20 July 2019
16.	09.09.2019	Plaintiff	Copy of the Legal Notice dated 9 September 2019
17.	-	-	Proof of delivery Legal Notice issued by the Plaintiff
18.	15.10.2019	Defendant	Copy of the Legal Notice dated 15 October 2019 issued by the Defendant

Dated this the day of November 2019

For Modi Builders (Methodist Complex)

 Partner
 COUNSEL FOR PLAINTIFF