

Moot-Trial

Rudra Mehra v Annapurna Caterers and others

***A suit filed by a landlord for eviction of his tenant
on grounds of
bona fide requirement of landlord,
alternate accommodation acquired by tenant,
erecting permanent structures without consent,
and
sub-letting or assignment without consent.***

Facts are located in India, in Pune, a city in the State of Maharashtra. The Maharashtra Rent Control Act 1999 applies to the case. Rent control laws in other States of India will be similar.

This brief was made for the Ninth ILS Judgment Writing Competition at the ILS Law College held on 3 December 2016.

The facts of the case are suitably modified for this Competition from the facts of a case decided by the Small Causes Court, Pune, by Dr Nilima Bhadbhade and Ms Rajalaxmi Joshi. Plans and sketches are created for this brief by Mr J G Melinkeri, Civil Engineer.

Anyone may use the brief for non-commercial purposes, provided authors are acknowledged.

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	3	Death certificate of Late Mr. Kumar Mehra		---
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	10	Notice by the Plaintiff to the Defendant No. 1 to vacate the premises	10-10-2014	22
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No.		Particulars	Date	Pages
	12	Certified copy of notice of change of constitution -Form E	2-5-2015	25
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Assumptions

1. The Small Cause Court, Pune has jurisdiction to try and decide the present case.
2. Proper court fee is paid on the plaint.
3. Affidavits supporting the plaint and written statement have been filed at the time of filing the plaint and written statement respectively.
4. Retired Partners have been served summonses properly, but they have not appeared or filed written statements.
5. Meera Mehra and Vipul Mehra have been served summonses properly. They have appeared and filed vakalatnama, but have not filed any written statement.
6. The lease deed, and consent decree drawn according to consent terms, are registered and properly stamped. The consent decree has also been filed in the suit, but is not part of this competition brief.
7. Death certificate of Late Mr. Kumar Mehra is produced on record, but is not part of this competition brief.
8. The land in which the premises are located stands in the name of Late Mr. Kumar Mehra in City Survey Records. The Mansion stands in the name of Mr Kumar Mehra in the property tax records.
9. After the consent decree, the names of all three i.e. Mr. Rudra Mehra, Mrs. Meera Mehra-Waswani and Mr. Vipul Mehra are recorded in City Survey Records. City Survey Extract is produced on record, but is not part of this competition brief.
10. Apartment No 205 is shown in the name of Mr Rahul and Mrs Shama Kripalani in the City Survey Record of S. No 7/12, Pirangut, Pune. The City Survey Extract has been filed.
11. Documents that witnesses have stated they will produce, have not been produced.
12. Any errors in the brief will be corrected during arguments.

Notes

1 lakh = 1,00,000. 1 crore = 1,00,00,000.

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**IN THE COURT OF SMALL CAUSES JUDGE, PUNE
AT PUNE**

Civil Suit No. /2015

Mr. Rudra Mehra

Age: 62 Years, Occupation: Consultant
Residing at: Apt No 205,
Arra Suites and Apartments
7/12, Pirangut, Pune 412115

...Plaintiff

V/s

1. M/s Annapurna Caterers

A registered partnership Firm
Having its registered office at
6-A Shree Krupa Chambers
JM Road, Pune 411004

Through its partners

1. (a) Mr. Manoj Patel

Age: 52 years, Occupation: Business
R/At: Kalyan Puram, 52/2, Varje, Pune 411041

1. (b) Mr. Rakesh Patil

Age: 42 years, Occupation: Business
R/At: 2 D, Pride Apartments, Karve Nagar, Pune 411051

1. (c) Ms. Divya Sathe

Age: 40 year, Occupation: Business
R/At: 12, Seema Co-operative society,
Law College Road, Pune 411004

1. (d) Mr. Shashank Patel

Age: 55 years, Occupation: Business
R/At: Subha-Prabaht Bungalow
Bhandarkar Road, Pune- 411004

1. (e) Ms. Preeti Ahuja

Age: 42 years, Occupation: Business
R/At: Tiranga Towers, Parvati Paytha,
Laxmi Nagar, Pune- 411006

1. (f) Ms. Medha Jain

Age: 43 years, Occupation: Business
R/At: 6-C, Agarwal Properties
Kalyani Nagar, Pune- 411007

2. Mrs. Meera Mehra – Waswani

Age: 58 Years, Occupation:

R/At: The Mehras' Mansion –Unit A
22/1 Gulmohor Path, Camp Road, Pune 411001

3. Mr. Vipul Mehra

Age: 55 Years, Occupation:

R/At: The Mehras' Mansion –Unit B
22/1 Gulmohor Path, Camp Road, Pune 411001

.... Defendants

**Suit for eviction Rs. 42,00,000/- and
for recovery of rent and interest Rs. 52,74,500/-**

The Plaintiff most humbly submits as follows;

1. Description of the suit premises:

In the building *The Mehras' Mansion* 22/1 Gulmohor Path, Camp Road, Pune 411001,

(A) Unit C on the ground floor admeasuring 100 sq. built up and access in open space area around Unit C, and

(B) Unit D on the first floor admeasuring 100 sq. and terrace above Unit D together with independent staircase from outside the bungalow on the East Side

The two units are bounded as on or towards the

North: - Nalla

East: - M.G. Road

West: - Plot No. 22/2

South: Main road – South Street

2. Defendant No. 1 is a registered partnership firm engaged in running of hotel business. Defendant numbers 1(a) to 1(c) are the existing partners of the Defendant No. 1 firm. Defendant numbers 1(d) to 1(f) have been the partners of the Defendant No 1 firms. Defendant No. 2 is the sister of the Plaintiff and Defendant No. 3 is the brother of the Plaintiff. No relief is claimed against Defendant Nos 2 and 3.
3. The said premises was the self-acquired property of Mr. Kumar Mehra, the late father of the plaintiff. Late Mr. Kumar Mehra left behind 3 legal heirs i.e. his 3 children - Mr. Rudra Mehra – the plaintiff, married daughter Mrs. Meera – Waswani and son Mr. Vipul Mehra. Each of them had 1/3rd undivided share in all the properties of their father.
4. After the death of Mr. Kumar Mehra, Defendant No 2 and 3 leased out by a registered lease deed dated 2-9-2013 the said premises to the Defendant No. 1 without the consent of the Plaintiff. The lease was for a period of 5 years. The possession of the said premises was also handed over to the Defendant No. 1 on the date of execution of the Lease Deed. As per the clause in the lease deed, the Defendant No.1 firm agreed to pay Rs. 3, 50,000/- per month as a rent amount. The Plaintiff states that he was entitled to 1/3rd undivided share in all the properties of his father and the rent.
5. The Plaintiff states that by a letter dated 2-1-2014, he demanded 1/3rd share in the total amount of rent paid by Defendant No. 1 firm to the Defendant No 2 and 3. The Defendant No. 1 refused to pay 1/3rd of the rent amount to the plaintiff.
6. Thereafter the Plaintiff filed a Spl. Civil Suit No. 15 / 2014 against the Defendant No. 2 and 3 for partition and separate possession. The suit was decided on consent terms, and a decree was drawn by the court on the basis of consent terms agreed between the parties to that suit.

7. As per the consent decree the said premises came to the share of the Plaintiff. The Plaintiff states that thereafter on 10-10-2014, the Plaintiff sent a notice to the Defendant No. 1 firm and its partners terminating the tenancy and asking to vacate and hand over the possession of the said premises (i) as the Plaintiff and his family members needed the said premises for their own residential and commercial use (ii) the Defendant No. 1 has carried out permanent structural changes to the said premises without consent. The Plaintiff also demanded rent of the premises. The Plaintiff states that the defendant No 1 did not reply to the said notice.
8. The Plaintiff states that the Defendant No. 1 firm have carried out and effected illegally permanent structural changes in the existing structure. The nature of permanent changes made are as under;
- Unit C - Ground Floor-** All the internal partitioning walls, except for the Kitchen and the toilet, are demolished. The location of entrance door on the East is shifted to the south side.
- Unit D - First Floor -** All the internal partitioning walls are demolished. The open balcony is closed by constructing a wall with a concrete slab.
- The Plaintiff states that the permanent structural changes carried out by the Defendant No. 1 are carried out without consent and they are in violation of the terms of Lease Deed. Hence the plaintiff is entitled to possession from the defendant No 1.
9. The Plaintiff states that the Defendant No. 1 has also unlawfully assigned / sublet the tenancy rights in violation of terms of the Lease Deed. The Defendant No. 1 is a partnership firm. At the time of execution of the Lease deed Defendant No. 1(a) and 1 (d) to 1 (f) were the partners. However in 2014, Defendant No. 1 (e) and 1 (f) retired from the partnership firm. The Defendant No. 1 (a) and 1 (d) inducted Defendant No 1(b) and 1 (c) in the partnership firm. Thereafter in 2015, the Defendant No. 1 (d) also retired from the partnership firm. The Plaintiff states that this was done without the consent and knowledge of the Plaintiff. The true nature of the transaction is an assignment or sub-letting. Thus they have illegally assigned the rights of tenancy to Defendant No. 1 (b) and 1 (c). The Plaintiff states that the Defendant No. 1 (b) and (c) are in charge of the hotel business run at the said premises. Defendant No. 1 (a) no more looks after the hotel business at the said premises. On the contrary he does outdoor catering business under the name 'Annapoorna'. The partners of the Defendant No 1 have assigned the suit premises to the Defendant Nos 1(b) and 1(c), or have illegally inducted the Defendant No. 1(b) and 1 (c) as illegal and unauthorized sub-tenants in the said premises. The plaintiff is not fully aware of the details of the financial transactions between the Defendants Nos 1(a) to 1(f). The Defendant No. 1 has acted contrary and in gross violation of the provisions of Lease Deed and Maharashtra Rent Control Act, 1999, thus rendering them liable to be evicted from the said premises.
10. The Plaintiff and his wife Mrs. Reema Mehra have 2 children Rohan and Riddhima married to Mr. Aakash Makhija. Presently, the Plaintiff with his family resides at Pirangut, Pune in an Apartment on the 2nd floor mentioned in the title of the plaint. This Apartment is owned by his brother-in-law Mr. Rahul Kriplani. The Plaintiff states that

Mr. Rahul Kriplani needs the Apartment for his personal purpose and he has asked the Plaintiff and his family members to vacate and hand over the possession of his Apartment at Pirangut.

11. The Plaintiff is 62 years old and has been suffering from diabetes, high blood pressure. The Plaintiff has been advised to avoid busy work schedules and travelling. His wife Mrs. Reema Mehra is 60 years old and requires some assistance as she suffers from severe knee pain. The present residence of the Plaintiff is on the second floor and the building does not have lift facility. Mrs. Reema Mehra finds it difficult to climb stairs. Her mobility is restricted. She is advised to avoid climbing stairs. The apartment is also far away from the main city of Pune. The Plaintiff and his wife often need to travel around 30 kilometers as they are required to visit their family doctor on J M Road twice or thrice a week. The Plaintiff states that he has a reasonable and bona-fide requirement of the said premises for his residential purpose.
12. The plaintiff's son Mr. Rohan Mehra has completed Diploma in Hospitality Management and has returned from Switzerland. He has gained about 2 years experience of running hotel business during his internship in Switzerland. He wishes to start his own hotel/eatery in Pune. The Plaintiff states and submits that apart from other grounds mentioned the Plaintiff requires the said premises to set up his son's hotel business. The Plaintiff has adequate financial resources to start a hotel/eatery business when he obtains the possession of the said premises.
13. The plaintiff does not possess any other premises suitable for his purposes in Pune. The Plaintiff states that a greater hardship will be caused to him and his family members if the decree of eviction is not passed in respect of the said premises.
14. In view of various illegalities that are committed by the Defendant No.1 and for the bona-fide and reasonable requirement of the Plaintiff, the Plaintiff has become entitled to get back the possession of the said premises.
15. Being the legal heir of Late. Mr. Kumar Mehra he is entitled to 1/3rd share in the rent amount that was paid by the Defendant No.1 till the passing of consent decree in the Spl. Civil Suit No.15/2014 dated 7-2-2014. The Plaintiff is exclusively and absolutely entitled to receive the complete amount of rent after the said premises was allotted to him by the terms of the consent decree till the filing of this suit. The plaintiff is entitled to interest on the rent from the date each month's rent was due.
16. The plaintiff's claim for rent and interest is as follows:

Period and rent pm	Total rent	Interest @ 12 % pa till filing of suit	Total
September 2013 to August 2014 @ Rs 1,16,667 pm	14,00,000	2,17,000	16,17,000
September 2014 to June 2015 @ 3,50,000 pm	35,00,000	1,57,500	36,57,500
		Total	52,74,500

17. The said premises is situated within the territorial jurisdiction of this Hon'ble Court and hence the Hon'ble court has the jurisdiction to entertain, hear and decide the present suit.
18. The suit is valued at Rs 42,00,000 for the purposes of eviction and Rs 52,74,500 for recovery of rent for the purposes of jurisdiction and court fees, and court fees are paid accordingly.
19. The Plaintiff therefore prays that
- The Hon'ble court be pleased to pass an order directing the Defendant No. 1 to vacate and handover vacant and peaceful possession of the premises, more particularly described in para 1(A) of the plaint.
 - The Hon'ble court be pleased to pass an order directing the Defendant No. 1 to vacate and handover vacant and peaceful possession of the premises, more particularly described in para 1(B) of the plaint.
 - The Hon'ble Court may order the defendant to pay to the plaintiff Rs 52,74,500/- as mentioned in para 16 of the plaint, and to pay the rent to the plaintiff from the date of filing of this suit until possession.
 - Cost of the present suit may kindly be granted to the Plaintiff from the Defendant No. 1
 - Any other order in the interest of justice may be passed.

Pune

Date: 2/6/2015

Rudra Kumar M.

Plaintiff

Kashyap

Advocate for the Plaintiff

VERIFICATION

I Mr. Rudra Kumar Mehra, Age: 62 years, Occupation: Consultant, R/At :Apt No 205, Arra Suites and Apartments, 7/12 Pirangut Pune 412115, the Plaintiff above named state and submit that whatever is stated herein above is true and correct to the best of my knowledge and information and belief I have signed by on 2nd June 2015 at Pune

Rudra Kumar M.

Plaintiff

**IN THE COURT OF SMALL CAUSES JUDGE, PUNE
AT PUNE**

Civil Suit No. /2015

Mr. Rudra Kumar MehraPlaintiff

v/s

M/s Annapurna Caterers and othersDefendant

LIST OF DOCUMENTS filed in support of the Plaintiff is as follows:

No	Particulars	Date
1	Certified copy of property card extract from City Survey record showing name of Mr. Kumar Mehra in respect of suit premises	
2	Certified copy of property card extract from City Survey record showing name of Mr. Rahul Kriplani	
3	Death certificate of Late Mr. Kumar Mehra	
4	Certified copy of the Lease Deed	2-9-2013
5	Notice by Plaintiff to the Defendant No. 1 along with postal acknowledgement	2-1-2014
6	Reply by Defendant No. 1 to the Plaintiff's notice	8-1-204
7	Certified Copy of Consent terms in Spl. C.S. No. 15/2014	7-8-2014
8	Copy of Registered consent Decree	
9	Certified copy of property card extract from City Survey record showing name of Plaintiff, Defendant No. 2 and 3 in respect of suit premises	
10	Notice by the Plaintiff to the Defendant No. 1 to vacate the premises	10-10-2014
11	Copy of Bill issued by Defendant No. 1	4-2-2015
12	Certified copy of notice of change of constitution -Form E	2-5-2015
13	Copy of invoice issued by Defendant No. 1 (a) to the Plaintiff	3-5-2015
14	Medical Status Report of the Plaintiff's wife dated	28-5-2015
15	Medical Status Report of the Plaintiff	30-5-2015
16	Diploma Certificate of Plaintiff's son Mr. Rohan Mehra	5-9-2012

Filed on 2/6/2015
Pune

Rudra Kumar M.
Plaintiff

Kashyap
Advocate for the Plaintiff

Non – Judicial Stamp

LEASE DEED

This Lease Deed is made on this 2nd day of Sept 2013 between 1) **Mrs. Meera Mehra-Waswani** Residing at- The Mehras' Mansion –Unit A , 22/1 Gulmohor Path, Camp Road Pune 411001, 2) **Mr. Vipul Mehra**, Residing at- The Mehras' Mansion –Unit B , 22/1 Gulmohor Path, Camp Road Pune 411001 hereinafter referred to as "The Lessors" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators) the Party of the One Part

AND

M/s Annapurna Caterers, a Partnership Firm registered under the Partnership Act, 1932 having its registered office at 6-A Shree Krupa Chambers, JM Road, Pune 411004 through its authorized Partner Mr. Manoj Patel (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partners, and their respective heirs, executors and administrators) the Party of the Other Part WHERE AS Mr. Kumar Mehra died on 30-05-2013, leaving behind 3 children.

And Whereas Late Mr. Kumar Mehra made his last Will dated 22/12/2010

And whereas Late Mr. Kumar Mehra has bequeathed to the Lessors i.e. Mrs. Meera Mehra-Waswani Unit A and C along with Terrace on the West and the open space around Unit A, and to Mr. Vipul Mehra Unit B and D along with Terrace on the Eastern side, stair-case on the Eastern side and also the open space around Unit C of The Mehras' Mansion, 22/1 Gulmohor Path, Camp Road Pune 411001, the Lessors have become the absolute owners of their respective shares in the property.

And Whereas the Lessee is a partnership firm, having Mr. Shashank Patel, Mr. Manoj Patel, Ms. Preeti Ahuja & Ms. Medha Jain as its partners, engaged in running hotel business and is in the need of centrally located and suitable premises to start its hotel business.

And whereas the property/premises is located at the 'South Street' main road and also has attractive architecture, which makes it the most suitable place to run a hotel, the Lessee has approached the Lessors.

And whereas the Lessors on the request of the Lessee has agreed to give on lease to the Lessee the Premises total admeasuring 300 Sq. meter along with staircase on the eastern side (herein after referred to as the said premises) and is more particularly described in the Schedule attached hereunder and the plan annexed herewith on the terms and conditions set out herein

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

1. The Lease shall commence on 2nd Sept 2013 and shall be in force for the term of 5 years on the terms and conditions contained in this agreement. The possession of the said premises shall be handed over to the Lessee on execution of this deed.
2. The Lessors shall allow the Lessee to use the said premises for 5 years without any hindrance, obstacles subject to Lessee paying rent on time on regular basis.
3. The Lessee is allowed to make suitable and necessary changes in the premises that will facilitate doing of business of hotel, restaurant, dining hall, meeting hall and catering services, including but not limited to carrying out interior designing, decoration, furnishing or setting up of DG sets, A/C without adversely affecting the structure of the said premises. All the costs of such work are to be borne by the Lessee alone.
4. The Lessee shall pay to the Lessors rent at the Rate of Rs. 3, 50,000/- (Rs. Three Lakhs Fifty Thousand only) per month for the premises admeasuring approx. 300 Sq. meters (Carpet) which includes ground Floor Unit C – 100 Sq. meters, First Floor Unit D- 100 Sq. meters , Terrace on the Eastern Side- 100 Sq. meters and also independent stair case from outside the bungalow on the East side of the Bungalow. The rent shall be inclusive of the municipal taxes, rates, levies and all other legal and statutory charges.
5. The Lessee shall pay the rent amount by drawing cheque in the name of Mrs. Meera Mehra-Waswani of Rs. 1,00,000/- (one Lakhs only) for Unit C, and in the name of Mr. Vipul Mehra Rs. 2,50,000/- (Rs. Two Lakhs Fifty thousand only) for Unit D and the terrace above Unit D. The Lessee shall pay the rent on or before the 10th day of every month.
6. At the time of signing of this agreement the Lessee shall place with the Lessors interest free security deposit of Rs. 7, 00,000/- (Rs. Seven Lakhs only) being two months' rent for the due performance of the agreement.
7. The Lessors shall refund to the Lessee the full amount of security deposit of Rs. 7, 00,000/- (Rs. Seven Lakhs only) in one lump- sum without any demand simultaneously with the handing over of the vacant and peaceful possession of the said premises by the Lessee on the determination of the Lease.
8. The Lessee shall install separate electricity and water meters for the portion of area occupied by the Lessee in the said premises. All the expenses for electricity and water consumed by the Lessee shall be borne by the Lessee. The Lessee shall also bear the maintenance charges for the same.
9. The Rent payable to the Lessors by the Lessee for the said premises as agreed in para 4 shall be increased by 15% of the last rent paid after completion of every three years.

10. The Lessors have represented to the Lessee that Commercial use is permitted on the said premises. The Lessee shall obtain at their cost and expense all permissions from various authorities for use for the premises as a restaurant and hotel. The Lessors shall give all cooperation to the Lessee for the purposes of obtaining this permission. The Lessee shall use the said premises for such use only and not for any other use.
11. The Lessee shall maintain and carry out all repairs relating to the said premises at all times.
12. The Lessor shall be entitled to enter and inspect the premises or any part of the premises at any time after giving intimation to the Lessee.
13. The Lessee shall have the right to display its signage on the top of the said building i.e. on the terrace on the eastern side. The dimensions of the signage shall be in accordance with the rules and laws regulating it. The Lessee shall obtain permissions for such display from the authorities, and shall bear and pay all charges, expenses and taxes concerning the display. The Lessee shall obtain written consent of the Lessors before deciding the precise location and structure of the display.
14. The Lessee shall have access through the front gate on the East of the premises and through the open space on the ground floor as shown in the plan. The Lessee shall have access to the Unit D on the first floor and to the terrace on East from the staircase which is outside the said premises on the east side as shown in the plan.
15. Covenants of the Lessors
 - a. Lessors have absolute leasehold rights over the said premises and are competent to give said premises on lease to the Lessee.
 - b. There are no liens, encumbrances or charges on the said premises or any third party claim or interest therein.
 - c. The Lessee shall enjoy quiet and peaceful possession of the said Premises during the period of lease without disturbance in any manner whatsoever from the Lessors or any other person representing the Lessors.
 - d. The Lessors shall acknowledge and give valid receipts for each and every payment made by the Lessee.
16. Covenants of the Lessee
 - a. The Lessees shall use the premises for business of hotel and restaurant including catering services, for meeting halls and not for any other purpose.
 - b. The Lessee shall not carry out any hazardous, offensive or unlawful activity on the said premises nor shall do anything therein which may cause any harm to occupants or neighbors.
 - c. The Lessee shall maintain the Premises in good condition and will hand over the possession to the Lessors in good condition after the expiry or termination of the lease.
 - d. The Lessee shall be responsible for compliance of all statutory obligations in respect of business conducted by the Lessee at the said Premises.
 - e. The Lessees and its partners shall carry on business themselves, and shall not sublet or assign the leasehold rights.

17. The Lessors shall have right to terminate this Lease deed before the expiry of the lease period in case the Lessee fails to comply with the terms of the agreement by giving 30 days' notice in writing to the Lessee.
18. The Costs of stamp and other necessary execution charges to be borne by the Lessee.

SCHEDULE

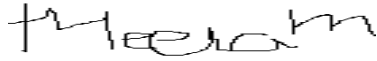
The Mehras' Mansion 22/1 Gulmohor Path, Camp Road, Pune 411001, having built up structure admeasuring total 200 Sq. meters consisting of the two units mentioned below, with Terrace admeasuring 100 Sq. meters on the Eastern Side and an independent staircase from outside the bungalow on the East Side.

On the Ground Floor	Unit C	Admeasuring 100 Sq. meters built up structure
On the first floor	Unit D	Admeasuring 100 Sq. meters built up structure

Bounded as follows: On or towards the North:- Nalla, **East:-** M.G. Road
West:- Plot No. 22/2 **South:-** Main road – South Street

PLAN ATTACHED

IN THE WITNESS WHEREOF the parties have executed this deed on 2nd Sept. 2013



1) Mrs. Meera Mehara- Waswani
R/At The Mehras' Mansion –Unit A ,
22/1 Gulmohor Path,
Camp Road Pune 411001



2) Mr. Vipul Mehra
R/At- The Mehras' Mansion –Unit B ,
22/1 Gulmohor Path,
Camp Road Pune 411001

Lessors

M/s Annapurna Caterers through
Its authorized partner



Mr. Manoj Patel

Lessee

Witnesses

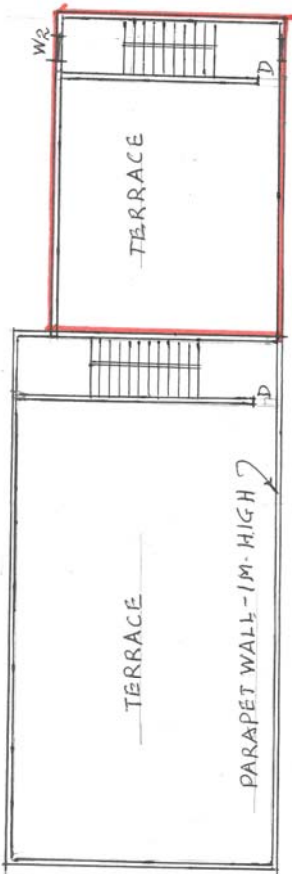


Mr. Priya Kashyap
R/At: Ganesh Society
Karve Nagar
Pune-411052



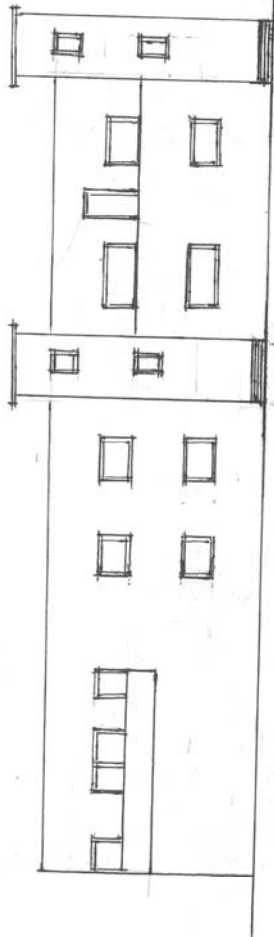
Mr. Suraj Seth
R/At: Gurukrupa Nagar
Kothrud, Pune 411017

Certified
Copy



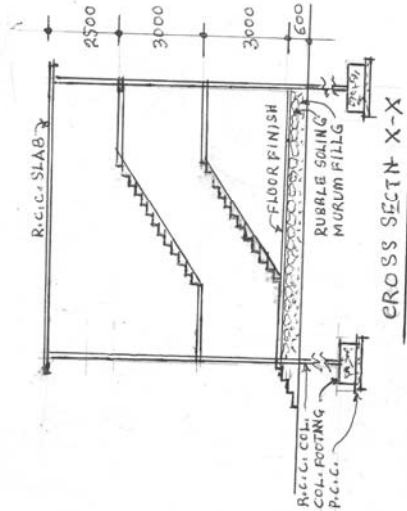
TERRACE PLAN

FRONT ELEVATION



SCHEDULE OF DOORS/WINDOWS

DOOR-	D - 900x2150
	D1 - 750x2150
WINDOW	W - 1500x1200
	W1 - 2400x1200
	W2 - 900x1200
	V - 600x1200



AREA STATEMENT

AREA OF PLOT - 40M x 25M - 1000 SQ. M.

PERMISSIBLE BUILTUP AREA - 1000 SQ. M.

PROPOSED BUILTUP AREA

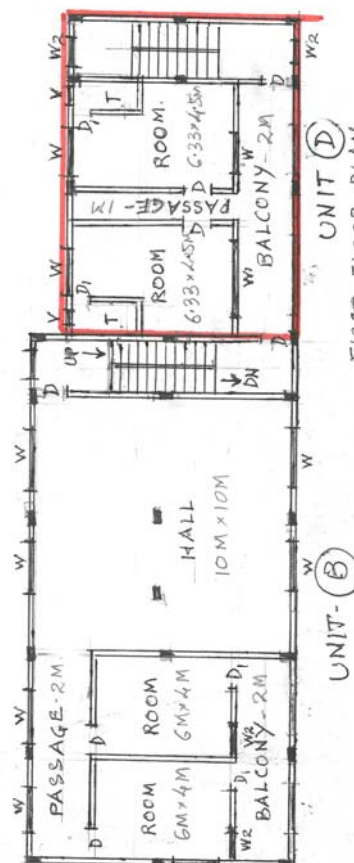
GROUND FLOOR - 20M x 10M - 200 SQ. M.

FIRST FLOOR - 20M x 10M - 200 SQ. M.

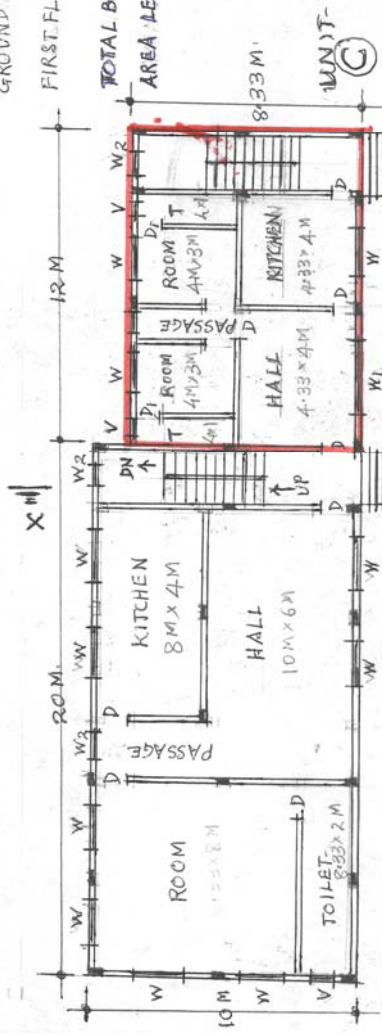
+ 12M x 8.33M - 100 SQ. M.

TOTAL BUILTUP AREA - 600 SQ. M.

AREA LEFT OPEN - 700 SQ. M.



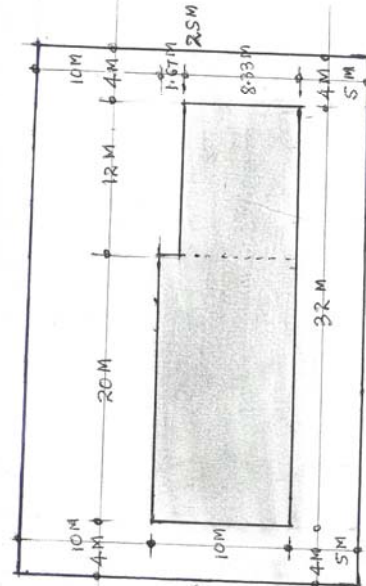
FIRST FLOOR PLAN



GROUND FLOOR PLAN



SITE PLAN, SCALE: 100:4000



ARCHITECT	ROYAL ARCHITECTS & ENGINEERS 8, No. 201, YERVADA, PUNE-411 009
OWNER	PROPOSED BUILDING FOR MR. KUMAR MEHRA THE MEHRAS' MANSION 22/1, BULMOHAR PATH, CAMPRAD, PUNE-411 001

PLAN YEAR - 1995

MAIN ROAD - SOUTH STREET

Exh. 52

**Rudra Kumar Mehra
Apt No 205, Arra Suites and Apts,
7/12 Pirangut, Pune 412115**

Date 2-1-2014

NOTICE

(BY Registered Post Acknowledgement Due)

**To
M/s Annapurna Caterers
Mr. Shashank Patel
Mr. Manoj Patel
Ms. Preeti Ahuja
Ms. Medha Jain**

**6-A Shree Krupa Chambers
JM Road, Pune 411004**

**The Mehras' Mansion
22/1 Gulmohor Path, Camp Road
Pune 411001**

Dear Sirs and Madams,

I have succeeded to the properties of Late Mr. Kumar Mehra as his son, and have 1/3rd shares in all his properties.

I hold 1/3rd share in the Premises leased out to you by Mrs. Meera Mehra-Waswani and Mr. Vipul Mehra located at The Mehras' Mansion 22/1 Gulmohor Path, Camp Road, Pune 411001. I am entitled to 1/3rd share in the amount of rent that is paid by you.

You are requested to pay 1/3rd of the monthly rent to me by cheque drawn in my name every month hereafter.

For the above reasons, you are also requested to pay 1/3rd of the amount of rent to me w.e.f. the date of lease with interest @ 12 % p.a.

Rudra Kumar M.
Mr. Rudra Kumar Mehra

Exh. 54

M/s Annapurna Caterers

**The Mehra's Mansion
22/1 Gulmohor Path, Camp Road
Pune 411001**

**6 - A Shree Krupa Chambers
JM Road, Pune 411004**

(BY Registered Post Acknowledgement Due)

8-1-2014

To
Mr. Rudra Kumar Mehra
Apt. No. 205, Arra Suites and Apartments,
7/12 Pirangut, Pune 412115

Sub: Ref- your notice dated 2-1-2014

Sir,

We are in receipt of your notice dated 2-1-2014. We would like to bring to your notice that we have entered into a valid lease deed dated 2-9-2013 with Mrs. Meera Mehra-Waswani and Mr. Vipul Mehra. Our firm is engaged in running hotel business and was in the need of centrally located and suitable premises to start its hotel business. The Premises mentioned in your notice was found to be one of the most suitable places to run our business. We found and approached Mrs. Meera Mehra-Waswani and Mr. Vipul Mehra. We have verified their title to the said premises before entering into the lease deed from the will of Mr. Kumar Mehra.

In good faith and on the basis of the documents presented to us and verified by our lawyers, we have entered into the Lease deed dated 2-9-2013. We have been paying the agreed rent amount regularly to the Lessors. Monthly receipts of rents are also issued by Mrs. Meera Mehra- Waswani and Mr. Vipul Mehra.

We are bound by the terms of the Lease Deed dated 2-9-2013. Further there is no official intimation to us by the Lessors as to your 1/3rd entitlement in the amount of rent for the premises mentioned in your notice. As a party to the Lease deed we are making valid payments.

If at all there is any share of yours that is required to be intimated and directed to us by our Lessors.

Thanking you,



Mr. Manoj Patel
Managing partner
M/s Annapurna Caterers



**IN THE COURT OF CIVIL JUDGE SENIOR DIVISION, PUNE
AT PUNE**

Special Civil Suit No. 15 of 2014

Mr. Rudra Mehra

...Plaintiff

Versus

1. Mrs. Meera Mehra- Waswani

2. Mr. Vipul Mehra

...Defendants

**Joint application by plaintiff and defendants under Order XXIII rule 3 read
with section 151 of the Civil Procedure Code 1908**

The parties above named submit that:

1. The plaintiff and defendants Nos. 1 and 2 have settled this suit on the following terms and conditions:
2. The parties have decided to ignore the provisions of the will dated 22-12-10 made by Late Mr. Kumar Mehra.
3. The parties have agreed that each of the parties shall have one third share in all the properties of Late Mr. Kumar Mehra under the provisions of the Hindu Succession Act, 1956 Sec 6 and 8.
4. The parties have partitioned, separated and handed over to each other all movables. Neither party has any claim against any other party concerning the movable properties, investments, securities etc. of Late Kumar Mehra.
5. The parties have decided to partition the immovable property consisting of the two storey building 'The Mehra's' Mansion and the land situated at 22/1 Gulmohor Path, Camp Road Pune 411001 in the following manner.
 - a) The two Units (200 Sq. Meters carpet area) on the eastern side of the building situated on the east of the central staircase and the terrace above, and the stair -case on the eastern side of the bungalow shall fall to the share of the plaintiff. The Defendant No 1 has handed over possession of Unit no C (100 Sq. meters carpet area) on the ground floor to the plaintiff. The Defendant No 2 confirms the same. The Defendant No 2 has handed possession of over Unit no D (100 Sq. meters carpet area) and the terrace above to the plaintiff. The Defendant No 1 confirms the same. Both Defendants have handed over the possession of the open space around Unit C to the plaintiff.

The portion of this property handed over to the plaintiff is shown in red in the plan annexed to these terms.

- b) Unit A (200 sq. meters) situated on the ground floor to the west of the central staircase and terrace (200 sq. meters) above Unit B falls to the share of Defendant No 1. The plaintiff and the Defendant No. 2 confirm the same.
 - c) Unit B situated on the first floor to the west of the central staircase falls to the share of Defendant No 2. The plaintiff and the Defendant No 1 confirm the same.
 - d) The staircase in the central part of the building shall be used in common by the Defendant No 1 and 2. The plaintiff shall be entitled to use that staircase only for repairs and maintenance purposes.
 - e) The open space in front and behind the central staircase and around Unit A shall be held, possessed and enjoyed by Defendant No. 1 and 2.
 - f) The Defendant No. 2 shall be entitled to put up a water tank, antennae and similar facilities on the western terrace.
 - g) The parties shall obtain separate electric connection and water connection to their respective Units. Until then they will share the expenses in equal proportion.
6. The Parties now has no other claim against in each other in respect of properties of late Mr. Kumar Mehra except as stated in these compromise terms.
7. The parties shall register the consent decree that will be passed on these terms and shall bear all cost of registration in equal proportion.
8. The terms agreed above shall be effective from the execution of these consent terms.
9. There shall be no order as to costs.

It is, therefore, prayed that the present compromise terms may be recorded and the suit be decreed in terms of this compromise incorporating the terms of the settlement as a part thereof.

Pune

filed on 7-8-2014

Rudra Kumar M.

Plaintiff

Kashyap

Advocate for plaintiff
Ms Kriti Kashyap

Mehra

Defendant No 1

Y.P.L.

Defendant No 2

KK Karshit

Advocate for defendants
Mr. Harshit Kulkarni

Certified
Copy

Ms. Kriti Kashyap, Advocate
LL.M. U.K.

201- Convention Centre
Koregaon Park, Pune 411001

Date 10-10-2014

NOTICE
(BY Registered Post Acknowledgement Due)

To

- 1. M/s Annapurna Caterers**
- 2. Mr. Shashank Patel**
- 3. Mr. Manoj Patel**
- 4. Ms. Preeti Ahuja**
- 5. Ms. Medha Jain**
- 6-A Shree Krupa Chambers**
JM Road, Pune 411004

Dear Sirs/ Madams

Under the instructions from my client Mr. Rudra Mehra R/at Apt. No. 205, Arra Suites and Apartments, 7/ 12Pirangut, Pune 412115 I hereby serve you with this notice as under;

1. That my client Mr. Rudra Mehra is the eldest son of Late Mr. Kumar Mehra and has 1/3rd share in all his properties. In pursuance of the consent decree dated 7/8/2014 passed in Spl. Civil Suit No 15/2014 Unit C and D having total built up structure admeasuring 200 Sq. meters, with Terrace above the Unit D admeasuring 100 Sq. meters on the Eastern Side and an independent staircase from outside the bungalow on the East Side (herein after referred to as 'the said property') and the open space around Unit C of The Mehra's Mansion 22/1 Gulmohor Path, Camp Road, Pune 411001 is allotted to my client as his share in The Mehra's Mansion 22/1 Gulmohor Path, Camp Road, Pune 411001.
2. That the said property is leased out to you by the lease deed dated 2-9-2013 and the same is in your possession. My client hereby calls upon you to handover vacant and peaceful possession of the said property for the reasons mentioned hereunder.
3. That my client and his wife Mrs. Reema Mehra has 2 children namely Mr. Rohan Mehra and Mrs. Riddhima Mehra- Makhija, who is married to Mr. Aakash Makhija. Presently, my client with his family resides at the Apartment on the 2nd floor owned by his brother-in-law Mr. Rahul Kriplani at Pirangut, Pune. By the consent decree my client owns the said property in his name in central place of Pune city. Mr. Rahul Kriplani needs the Apartment for his personal purpose. Mr. Rahul Kriplani has asked my client and his family members to vacate and hand over the possession of his Apartment at Pirangut.
4. That my client is 62 years old and has been suffering from diabetes, high blood pressure. He has been advised to avoid busy work schedules and travelling. Mrs. Reema Mehra who is 60 years old requires some assistance as she suffers from severe knee pain. The current

apartment is on the second floor and the building does not have lift facility. Mrs. Reema Mehra due her knee problem finds it difficult to climb stairs. She is advised to avoid climbing stairs. The apartment is also far away from the main city of Pune. My client and his wife often need to travel around 30 kilometers as they are required to visit their family doctor on J M Road twice or thrice a week. My client and his wife are advised to shift to the said property. Therefore my client reasonably requires the premises which, is let out to you for his residential purpose.

5. That my client's son Mr. Rohan Mehra has recently completed diploma in hospitality management and has returned from Switzerland. He has gained about 2 years experience of running hotel business during his internship in Switzerland. He wishes to start his own hotel/eatery in Pune. Therefore my client needs bona-fide and reasonably the possession of the premises let out to you.
6. That you have made various permanent structural changes in the said property without prior consent or permission. The construction plan was attached with the Lease deed dated 2-9-2013 at the time of its execution. The construction along with all specifications as shown in the construction plan were present when the possession of the said property was handed over to you.
The permanent structural changes that are carried by you are
Unit C - Ground Floor- All the internal partitioning walls, except for the Kitchen and the toilet, are demolished. The location of entrance door on the East is shifted to the south side.

Unit D - First Floor-All the internal partitioning walls are demolished. The open balcony is closed by constructing a wall with a concrete slab.
7. That by carrying out these permanent structural changes without prior permission you have failed to comply with the terms of the Lease-deed. Hence your Lease is liable to be terminated.
8. For on the grounds mentioned herein above I hereby call upon you to quit, vacate and deliver to my client quiet and peaceful possession of the said property let out to you on 2-9-2013, failing which my client will file legal proceedings against you the cost of which shall be borne by you.

Rudra Kumar M.
Mr. Rudra Mehra

Kashyap
Adv. Kriti Kashyap

M/S Annapurna Caterers

**The Mehra's Mansion
22/1 Gulmohor Path, Camp Road
Pune 411001**

Date: 4/ Feb/ 2015
No.592

Double Cheese Pizza-1	Rs.500/-
Thali Meal-1	Rs.150/-
Lassi- 2	Rs.160/-
Cold drink- 2	Rs. 60/-
Total	Rs. 870/-

PPP
Manager

FORM 'E'
INDIAN PARTNERSHIP ACT, 1932

Notice of Change of Constitution or Dissolution of Firm (See rule 4)

DATE **2/5/2015**

FIRM REGN. NO.2211B2

Firm Name M/S/ Annapurna Caterers
Registered Address 6-A Shree Krupa Chambers, JM Road, Pune 411004

Partners in the above named firm

We, being agents of a partner in the abovementioned firm persons specially authorised by a partner in the abovementioned firm to give notice in this behalf hereby give notice that –

(a) the constitution of the firm has changed as follows:-

1. Ms. Divya Sathe 2. Mr. Rakesh Patil have joined the firm as new partner on 23/12/14

1. Ms. Preeti Ahuja 2. Ms. Medha Jain have retired as partner of the firm with effect from 23/12/2014

1. Mr Shashank Patel has retired as partner of the firm with effect from 1/4/2015

(b) The said firm has been dissolved on _____

I/We **Ms. Divya Sathe, Mr. Rakesh Patil, Mr. Shashank Patel, Ms. Preeti Ahuja, Ms. Medha Jain**, the abovenamed, resigning and joining partners solemnly affirm that what is stated in paragraphs above is true to my/our own knowledge, and I/We believe the same to be true.

I/We, also declare on Solemn affirmation that up to the date of submission of this application there has not been any change in any of the particulars previously intimated save and except the change notified above.

Solemnly affirmed at: Pune

Dated this 8th day of April 2015

Names and Signatures:

BEFORE ME

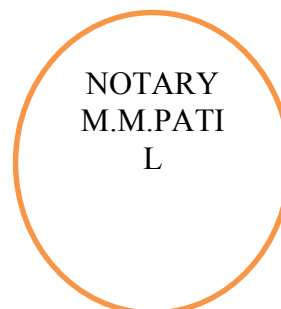
1) *Divya s...* Ms. Divya Sathe

2) *RP* - Mr. Rakesh Patil

3) *Shashank* Mr. Shashank Patel

4) *Preeti* Ms. Preeti Ahuja

5) *Jain M* Ms. Medha Jain,



Certified that the person who has signed this notice, has signed it in my presence and he has solemnly affirmed that the particulars furnished therein are true.

In the case of person not conversant with the English language, the contents of the above particulars have been explained to him in a language familiar to him and he has affirmed the truth thereof.

Signatures

Note 1 - Please Strike out item (a) or (b) whichever is not applicable

Note 2 – Please give dates according to the English Calendar.

Note 3 – In case there is only one person left then the firm should be considered as dissolved and the Form should be filled in accordingly.

Note 4 – This notice must be signed by every partner or his agent specially authorised in this behalf on solemn affirmation before a Magistrate or other Officer duly empowered to administer Oaths.



REGISTRAR OF FIRMS

ANNAPOORNA**INVOICE**

Date: 3/May/2015

No.2592

Name of Customer: Mr. Rudra Kumar Mehra

Order for function on 7/ May/2015 at Pirangut

Sr. No	Particulars	Quantity	Rate	Amount
1	Full thali meal	100 plates	200/-	20,000/-
2	Ice cream	100 plates	100/-	10,000/-
			Total	30,000/-
			Advance Received	15,000/-


PROPRIETOR

THE Mehras' MANSION
1st Floor, 22/1 Gulmohor Path,
Camp Road
Pune 411001

*we accept party orders: Order once given cannot be cancelled: Disputes subject to
Pune jurisdiction

Dr. Deb Chatterjee
MBBS, D- Orth, PNB, FRCS

Mrs. Reema Mehra

Date :28-5-2015

This is to state that Mrs. Reema has chronic osteoarthritis and sever knee pain in both the knee joints. Rt.>Lt. her X rays show severe damage to the articular cartilages. She will require arthroscopy to assess the damage and later on knee replacement surgery. Due to her pain and deformity she has been advised against climbing stair. She requires rest to recover from her surgery and has been advised to refrain from staircase climbing for a period up to one year. She requires regular follow up and checkups.

CD

Dr. Chatterjee's Hospital and Acupuncture Center

e- mail – Deb@yahoo.com, Web site- www.DrDebchat.com
Mob:9890026785

Dr. Deb Chatterjee
MBBS, D- Orth, PNB, FRCS

Mr. Rudra Mehra

Date: 30-5-2015

This is to state that Mr. Rudra has hypertension and is on medication. He gets dizzy and fainting attacks can come if he has to climb stairs. It is not good for his heart as it may trigger a heart attack. He has been advised coronary angiography and angioplasty with stenting for his possible heart vessel blockages. Travelling to hospital for procedure and subsequent follow ups make it imperative to live on ground floor. He must stay on ground floor to avoid stressing his heart. He also has diabetes Mellitus, which can produce silent heart attacks hence essential to avoid stress.

CD

Dr. Chatterjee's Hospital and Acupuncture Center

e- mail – Deb@yahoo.com,
Mob:9890026785

Web site- www.DrDebchat.com



THE INTERNATIONAL SCHOOL OF HOSPITALITY
MANAGEMENT SWITZERLAND

THIS IS TO CERTIFY THAT

Mr. Rohan Rudra Mehra

has successfully completed the required course of study approved
by the Board of Education
in the academic year 2011-12,
and is therefore awarded this

DIPLOMA IN HOSPITALITY MANAGEMENT with A+ GRADE.

T Robin
Director

Date: 5 Sep 2012

ICHM

Kimberly JD
Principal

IN THE COURT OF SMALL CAUSES JUDGE, PUNE

AT PUNE

Civil Suit No. 100 of 2015

Mr. Rudra Mehra

...Plaintiff

V/s

M/s Annapurna Caterer and others

.... Defendants

The Written statement filed on behalf of Defendant No. 1 and 1(a) to (c) is follows;

1. At the outset it is submitted that the present suit is false, frivolous, and filed with a malafide intention. It is further submitted that the Plaintiff has suppressed several material facts from this Hon'ble Court and therefore the suit filed by the plaintiff is liable to be dismissed on this ground alone.
2. The contents in the Plaint are denied and not admitted by these Defendants. Each and every averment in the Plaint is denied unless specifically admitted.
3. The Defendants state that the present suit is liable to be dismissed as the same is filed without any proper cause of action. The Defendants state and submit that the Lease deed dated 2/9/2013 executed between the Defendant No 1 and Defendants No. 2 and 3 is valid and legal. The same is properly stamped and registered. The Plaintiff is a stranger to the said transaction and has no standing to evict the present Defendants from the suit property on the grounds of violation of terms of Lease Deed. Therefore the present suit is liable to be dismissed *in toto*.
4. It is further submitted that the Defendants have no other place in Pune to run its hotel business. The Defendants require centrally located and suitable place to run its hotel. The Defendants will suffer an irreparable loss and hardship if evicted from the suit property for no fault of theirs.
5. Without prejudice to above, the Defendants are now giving para-wise reply to the contentions raised by the Plaintiff in his plaint.
6. The contents of Para 1 and 2 are generally true and correct.
7. With reference to Para No 3 of the Plaint these Defendants are not aware about the source of acquisition of Suit property by the Plaintiff's father Late Kumar Mehra. These

Defendants are not aware whether the Plaintiff has any share in the properties of Late Kumar Mehra, or the quantum of his share.

8. The contents of Para No. 4 are partially true and correct. With regard to the quantum of share the Plaintiff has got in the properties of his Late father these Defendants are not aware of the same.
9. Contents of Para 5 are partially true and correct. The Plaintiff has not disclosed the whole facts before this Hon'ble court. It is not true to say that these Defendants refused to pay 1/3rd of rent amount to the Plaintiff. The Defendants state that as per the Lease Deed executed they were liable to pay rent to Defendant Nos. 2 and 3, and have been under no obligation to pay any amount to the Plaintiff. It is submitted that the Plaintiff at no point of time under the Lease Deed was/is entitled to receive payment of any portion of rent amount.
10. With respect to the contents of Para 6 these Defendants are not aware about any suit filed by the Plaintiff against the Defendant No 2 and 3 and also about the passing of the alleged Consent decree. The Defendants were not party to the said suit or the Consent Decree. The Defendants have got knowledge of the Decree only when the Defendants received notice of Plaintiff. The Defendants submit that the Plaintiff and Defendant Nos 2 and 3 in collusion with each other, compromised the suit only to deprive this Plaintiff of his rights in the suit premises.
11. With respect to the contents of Para 7 these Defendants were not aware about the terms of the alleged Consent decree. The Defendant submitted that the contents of the notice dated 10-10-2014 are not admitted by these Defendants. It is not true to say that these defendants have carried out permanent structural changes in the suit property without obtaining consent. It is not true to say that the Lease Deed is liable to be terminated. The Defendants submit that the Plaintiff has no authority to terminate a Lease Deed on the alleged grounds of violation of its terms. The Plaintiff is not a party to the Lease- Deed and hence cannot terminate the same. It is submitted that the Lease Period is yet to get over and hence it is not correct to say that these Defendants have failed to vacate the premises as these Defendants are entitled to occupy the suit property as per the terms of the Lease Deed.
12. Contents of Para 8 are not true and correct. The same are denied by the Plaintiff. It is not true to say that Defendant No. 1 have carried out and effected illegally permanent structural changes in the suit property. It is submitted that all the changes described in para 8 made by these Defendants are well within the provisions of Lease Deed. The Defendants also submit that all the changes described are not permanent in nature and do not violate any law. The Defendants are not liable to be evicted.

13. Contents of Para 9 are not completely true and correct. It is not true to say that the Defendant No. 1 has unlawfully assigned/ sublet the tenancy rights in violation of the terms of Lease Deed. It is true that the Defendant No.1 (d) to (f) were the partners. It is true that in the year 2014 Defendant No. 1 (e) and (f) retired from the partnership firm. It is true that the Defendant No. 1 (a) and 1 (d) inducted Defendant No 1(b) and 1 (c) in the partnership firm. Thereafter in 2015, the Defendant No. 1 (d) also retired from the partnership firm. It is denied that any consent on the part of the Plaintiff for such reconstitution is ever required. It is not true to say that the Defendant No. 1 have illegally assigned the rights of tenancy to Defendant No. 1(b) and (c). It is submitted that the said averments are made in absolute ignorance of law. It is clear that M/s Annapurna Caterers is a registered partnership firm. The said firm has continued to run its original business and uses the suit property only for the purpose for which it was granted to it. Mere change in the constitution of the firm would not result into transfer or assignment or subletting of tenancy rights. It is denied that the Defendant No 1(a) no more looks after the hotel business at the premises. It is submitted that in case of the business of the Firm which partner has to look after which department is completely a question of internal management of the Firm. This can never be a ground to allege subletting. It is denied that the Defendants have acted in gross violation of provisions of Lease Deed and Maharashtra Rent Control Act, 1999.
14. With respect to the Contents of Para 10 these Defendants have no knowledge about marital status of Plaintiff's daughter. Defendants are not aware and hence do not admit that the Plaintiff or his family members reside in the described flat at Pirangut. The Defendants are neither aware about brother-in-law of the Plaintiff nor about his requirement of his apartment, or that Mr. Kripalani has asked the Plaintiff to vacate the apartment. The contents are vague and without any particulars and are not admitted by the Defendants.
15. With respect to the Contents of Para 11 these Defendants have no knowledge about the alleged medical conditions of the Plaintiff as well as his wife Mrs. Reema Mehra. The Plaintiff should be put to the strict proof thereof. The Defendants do not admit that the Plaintiff has been suffering from diabetes or high blood pressure, or that the Plaintiff has been advised to avoid busy work schedules and travelling. The defendants do not admit that Mrs. Reema Mehra she suffers from severe knee pain or that she requires assistance as. The Defendants do not admit that the present residence of the Plaintiff is on the second floor or that the building does not have lift facility. The Defendants do not admit that Mrs. Reema Mehra finds it difficult to climb stairs, or that her mobility is restricted, or that she is advised to avoid climbing stairs. The Defendants do not admit that the Plaintiff and his wife often need to travel around 30 kilometers as they are

required to visit their family doctor on J M Road twice or thrice a week. The defendants state that the demand of the Plaintiff is neither bona fide nor reasonable.

16. With respect to the Contents of Para 14 these Defendants have no knowledge about the son of the Plaintiff, his qualifications or his experience in running hotel business. The Defendants do not admit that the plaintiff's son Mr. Rohan Mehra has completed Diploma in Hospitality Management or has returned from Switzerland, or that he has gained about 2 years' experience of running hotel business during his internship in Switzerland. The Defendants do not admit that he wishes to start his own hotel/eatery in Pune. The defendants submit without prejudice, that this cannot be a ground for evicting the defendants from the suit premises.
17. Contents of Para 13 are not true and correct. It is submitted that no hardship would be caused to the plaintiff if the decree of eviction is not passed. It is submitted that as admitted by the Plaintiff himself, he has sufficient financial resources, therefore with such resources the Plaintiff can afford to take up the suitable premises at any place of his choice to fulfill his alleged residential and commercial purpose. It is submitted that greater hardship will be caused to the Defendants if the decree of eviction is passed.
18. Contents of Para 14 are not true and correct. The same are denied by the Plaintiff. It is not true to say that various illegalities are committed by the Defendant No. 1. It is not true to say that the Plaintiff needs the suit property bona-fide and reasonably. The contents of the para are vague and cannot be relied upon. It is not true to say that the Plaintiff has become entitled to get back the possession of the suit property.
19. Contents of Para 15 are not true and correct. The same are denied by the Plaintiff. It is not true to say that the Plaintiff is entitled to 1/3rd of rent amount from the date of Lease Deed till the passing of alleged consent decree. It is submitted that the Defendants have been paying rents legally and bona-fide to Defendant Nos. 2 and 3 who were parties to the Lease Deed as per the terms of the Lease. The valid rent receipts are also issued by the Defendant Nos 2 and 3. The Defendants have paid rent to the Defendant Nos 2 and 3 until the month of August 2014. The Defendants had handed over post dated cheques for the whole year of 2014 to the Defendant Nos 2 and 3. However, the Defendants have come to know that the Defendant Nos 2 and 3 did not encash the cheques for the rent for the months of September to December 2014. The Defendant 2 and 3 did not accept postdated cheques for year 2015. It is submitted that there no communication or instruction from the Defendant Nos 2 and 3 to these Defendants as to payment of rent to the Plaintiff. The Defendants will pay the rent as ordered by this Hon'ble Court.
20. It is submitted that reliefs claimed by the Plaintiff are not maintainable, and are hence denied by this defendant in toto.

21. It is further submitted that if this suit is allowed then it will cause great prejudice and hardship, not only to the Defendants, but also to its business.

22. It is therefore prayed that

- a) The suit may kindly be dismissed with costs.
- b) Any other just and equitable relief may be granted.

Filed on: - 28/9/2015

Pune

 **A**

Mr. Manoj Patel authorized partner
for M/s Annapurna Caterer and himself



Def No.I (b)





Advocate for Defendant

Def. No.I (c)

Mr. Harshit Kulkarni

Verification

i, mr. Manoj patel authorized partner for m/s annapurna caterer, age:52, occupation: business, r/at : kalyan puram, 52/2 varje, pune 411041 do hereby state on solemn affirmation that the contentions mentioned herein above are true and correct to the best of my knowledge and information and hence i have signed hereunder on this 28th day of sep 2015 at pune.

 **A**

Mr. Manoj Patel authorized partner
for M/s Annapurna Caterer

Exh 40

ISSUES

1. Does the Plaintiff prove that he requires the suit premises reasonably and bona-fide?
2. To whom the greater hardship will be caused if the decree of eviction is refused?
3. Does the Plaintiff prove that the Defendant No.1 has carried out alteration of permanent nature in the suit premises illegally and without consent?
4. Does the Plaintiff prove that Defendant No. 1 has illegally sublet/ assigned the suit premises to the Defendant No. 1(b) and 1 (c)?
5. Does the Plaintiff prove that he is entitled to Rs 52,74,500 from the Defendant No. 1?
6. Is the Plaintiff entitled to reliefs sought?
7. What order and decree?

Date
Pune

Sushant D.

(Sushant Dev)

Joint Small causes Judge Pune

IN THE COURT OF SMALL CAUSES JUDGE, PUNE

AT PUNE

Civil Suit No. 100 of 2015

Mr. Rudra Mehra

...Plaintiff

Versus

M/s Annapurna Caterers and others

.... Defendants

Take notice that the Plaintiff requires you to produce for his inspection the following documents at next hearing.

1. Books of Accounts, Profit and Loss A/C, Balance Sheet of M/s Annapurna Caterers for the financial years 2013-14 to 2015-16.
2. Transactions / Deeds / Documents by which Ms. Preeti Ahuja, Ms. Medha Jain and Mr. Shashank Patel retired from the firm M/s Annapurna Caterers.
3. Transactions / Deeds / Documents by which Mr. Rakesh Patil, Ms. Divya Sathe joined the firm M/s Annapurna Caterers
4. All documents signed by the parties in relation to resignation and admission of partners.

5 June 2016

Kashyap

Advocate for the Plaintiff

To
Mr. Harshit Kulkarni
Advocate for Defendants No. 1, 1(a) to (c)

Received
KKarshit
8 June 2016

IN THE COURT OF SMALL CAUSES JUDGE, PUNE

AT PUNE

Civil Suit No. 100 of 2015

Mr. Rudra Mehra

...Plaintiff

Versus

M/s Annapurna Caterers and others

.... Defendants

EVIDENCE AFFIDAVIT

I, Mr. Rudra Kumar Mehra, Age: 62 years, Occupation: Consultant, Residing at: Apt No.205 Arra Suites and Apartments, 7/12 Pirangut , Pune 412115 do hereby state on solemn affirmation as under

1. I am the eldest son of Late Mr. Kumar Mehra. My sister Mrs. Meera i.e. Defendant No. 2 is married. My brother is Mr. Vipul i.e. Defendant No.3. Mrs. Reema Mehra is my wife. I have 2 children Mrs. Riddhima and Mr. Rohan. I am 62 years old. I work as a industrial consultant.
2. I say that my father set up business in Pune and settled here. In 1995, he constructed 'The Mehras' Mansion' at 22/1 Gulmohor Path, Camp Road, Pune 411001. The Mansion has four units and two terraces. Western side of the building has Unit A on the ground floor, Unit B on the first floor, and terrace above Unit B. Units A and B are of 2000 sq ft each. Eastern side of the building has Unit C on the ground floor, Unit D on the first floor, and terrace above Unit D. Units C and D are of 1000 sq ft each. There is a staircase between Unit A and B on the one side, and Unit C and D on the other side. There is also an independent staircase outside the building open to sky on the Eastern side. This staircase has access to Units C and D and the terrace above Unit D.
3. I say that my brother always resided with my father at The Mehras' Mansion. My sister resided in one of the units with her family. Both of them stay at the same property even

today, i.e., at the Unit A and B. My father expired on 30/5/2013. I say that after his death I acquired 1/3rd undivided share in all his properties.

4. Units C and D and terrace above are in possession of Defendant No 1 firm as tenants. My suit is relating to both these two tenanted premises.
5. I say that on 2-9-2013 Defendants No. 2 and 3 executed Lease Deed with Defendant No. 1 firm. It is a registered deed. I have already filed Xerox of certified copy of the Lease Deed on record. Today I am filing the certified copy of the Lease Deed on record. (Marked exhibit 51) I say that Defendant No 2 and 3 did not take my consent or consult me before giving the suit premises on rent.
6. I say that I therefore demanded 1/3rd share in the total of amount rent being paid by the Defendant No. 1 to Defendant No.2 and 3. I have filed the notice dated 2/1/2014 on record. I have filed a copy. The original is with the Defendant No 1. It is signed by me. The contents thereof are true and correct. I have also filed the postal acknowledgment. (Marked Exhs 52 and 53). The Defendants No 1 sent reply and denied to pay me 1/3rd of the rent amount. I have filed a reply sent by the Defendant No. 1 dated 8/1/2014 on record. (Marked Exh 54)
7. I say that I filed a suit in the Civil Court of Pune, bearing number Spl. Civil Suit No. 15/2014 for Partition and separate possession. That suit was compromised. And a consent decree dated 7-8-2014 was passed on the basis of consent terms. I say that Defendant No.2 and 3 retained a portion of The Mehras' Mansion where they were residing. I say that I got in my share Unit C and D and the terrace above. I have already filed the Xerox of certified copy of the consent decree. Today I am filing the certified copy of the consent terms and the certified copy of the consent decree that was registered. Their contents are true and correct. (Marked Exhs 55 and 56). My relationship with my brother and sister has always been good throughout.
8. I say that I do not own any other immovable property in Pune. I am 62 years of age. I suffer from diabetes and high blood pressure. I am advised to avoid busy work schedules and travelling. I have difficulty in climbing stairs. I have to wait at every landing for about a minute before taking the next flight of steps. I feel breathless after I climb steps. Because of my consultancy, I have to visit industries. I am therefore required to take many trips from my house to my clients on a working day. The building in which I stay does not have a lift. I have filed on record copy of my medical status report. Today I am filing on record the original of my medical status report. I identify the signature of Dr. Deb Chaterjee thereof as the same is signed before me. (Marked Exh 57). I say that my present residence is on the second floor. The building does not have lift facility. The apartment is also far away from

the main city of Pune. My wife and me often need to travel around 30 kilometers whenever we are required to visit our family doctor on J M Road twice or thrice a week.

9. I say that my wife is 60 years old. She suffers from severe knee pain. She requires some assistance. She may be required to undergo knee replacement surgery. She finds it difficult to climb stairs. Her mobility is restricted. She is advised to avoid climbing stairs. I have filed on record copy of my wife's medical status report. Today I am filing on record the original of my wife's medical status report. I identify the signature of Dr. Deb Chaterjee thereof as the same is signed before me. (Marked Exh 58).
10. My son Rohan has studied hotel management in India and in Switzerland. He wishes to start business. His marriage is arranged and he is to marry on 25 June 2016. He stays with us.
11. I require the suit premises so that I and my wife can comfortably stay on the ground floor and my son can run his hotel related business from the first floor. One room will also be required for my son and his new wife after gets married.
12. I say that present residence is owned by my brother in law Mr. Rahul Kriplani. I have already filed on record certified copy of property card extract from City Survey record. (Marked Exh 59). I say that my brother-in-law was employed in London. He has now retired and has returned from London. He currently resides at his in-laws' house. My brother-in-law needs his house for his residence. My brother in law has asked me to find soon another place to stay and to vacate his apartment for his residence. His son Mr. Vikram is to be married soon.
13. I say that the Defendant No. 1 has carried out permanent structural changes in both the suit premises. These changes are carried out without any written consent. The suit premises had walls separating different rooms as shown in the plan accompanying the Lease Deed Exh 51. The Defendant No 1 demolished these walls and converted the Units into larger halls. The Defendant No 1 did not take consent for such changes. The Defendant No 1 has also enclosed the balcony on the first floor and included its space to extend the hall. The Defendant No 1 did not take consent for such changes.
14. I say that the Defendant No. 1 unlawfully and without consent has sub let/ assigned the lease hold rights in both units of the suit premises. I say that partners of the Defendant No. 1 have changed. I have filed on record the copy of notice of change dated 2 May 2015. Today I am filing the certified copy of the same. I say that the same is issued by the concerned legal

authorities in due course of their authority. The same may kindly be exhibited and read in evidence. (Marked Exh 60). I say that three original partners of the firm Ms Preeti Ahuja (Defendant No 1 (e) Ms Medha Jain (Defendant No 1 (f) and Mr Shashank Patel (Defendant No 1 (d)) resigned from the firm within six months of each other. Then Mr Rakesh Patil (Defendant No 1 (b) and Ms Divya Sathe (Defendant No 1 (c)) joined together. This is total takeover of the firm by third persons. I say that Mr. Manoj Patel is doing business of outdoor catering under the business name of 'Annapoorna' as a proprietor. Mr. Manoj had provided catering services to me for the party organized by me on 7-may-2015. I have filed on record copy of invoice issued to me by Mr. Manoj. I am filing the original copy of the same today. The said invoice is signed by Mr. Manoj, I identify his signature as the same is signed before me. I say that the contents thereof are true and correct. The same may be exhibited and read in evidence. (Marked Exh 61). Mr Manoj does not attend the restaurant or hotel situated in the suit premises. He takes orders from his house situated at Kalyan Puram, 52/2, Varje, Pune 411041. I also went to his house to place my order. I went there because the manager in suit premises asked me meet Mr. Manoj Patel at his house for catering orders. I state that Mr. Manoj Patel does not participate in the firm's business and has retained himself in the firm only to counter allegations of sub-letting / assignment. I state that I do not have any details of the terms on which the outgoing partners left the firm, or the incoming partners joined the firm. I attempted to get details from the Defendant No 1, but do not have any information. I believe that although Deft Nos 1d to 1f have resigned and Defendant Nos. 1b and 1c have joined, the transaction is really one of assignment or sub-letting. This is also against the terms of the lease deed.

15. As heir of Mr. Kumar Mehra I was entitled to receive 1/3rd of the rent amount from Defendant No.1 in respect of the suit premises. After I came to know the details of the lease deed and other information, I gave notice Exh. 52 to Defendant No. 1 demanding 1/3rd of the rent, by reply notice Exh. 54 the Defendant No 1 denied my claim for rent. I state that the Defendant No. 1 was liable to pay me this rent and also interest at 12% p.a. until today. After the consent terms, I demanded the entire rent from the Defendant No. 1 by my notice dated 10/10/14. I have filed its copy. Its contents are correct. I have also filed the postal acknowledgement. Marked Exh. 62 and 63 respectively. The Defendant No. 1 did not pay me rent. The Defendant No. 1 is liable to pay me the entire rent of Rs.3, 50,000/- per month from the month of September 2014 and interest in this rent at the rate of 12% P A until I

received.

16. I am claiming possession of the premises on the grounds stated by me and the rent. I sent notice Exh. 62 asking the Defendant No 1 to vacate the premises but the Defendant did not vacate hence I have filed this suit.

Whatever stated herein above is true and correct to the best of my knowledge and belief. The same is signed by me on this 19th day of June 2016 at Pune.

I know the Affiant

Kashyap

Advocate

Rudra Kumar M

Affiant

Cross examination by Mr. Harshit Kulkarni, Advocate for the Defendant No. 1 and 1(a) to 1 (c)

17. It is true that I have not signed the Lease deed Exh. 51. My claim for possession is not under the Lease Deed. I again say that my claim is also under the Lease Deed. It is true that I do not know the basis of my claim for possession. (Witness volunteers: my advocate advised me and drafted the plaint.)

18. It is true that my father made a will. It is not true that I came to know about the will very soon after his death. It is true that my father gave under the will the whole building of Mehras' Mansion to Defendant No. 2 and 3. It is true that he did not give me any rights in the Mehras' mansion. It is not true that I accepted the will. It is true that I did not mention the will in the plaint in the civil suit 100/2015.(objected on the ground of oral evidence of contents of document, objection overruled)

19. It is not true that my brother, sister and I deliberately designed the consent terms so that I could file a suit for eviction for my requirement.

20. I do not know whether Mr. Manoj Patel shown as managing partner of Defendant No. 1 firm in the document relating to shop Act licenses for business of the Firm. I don't know whether the catering business of Manoj is his independent business. I do not know whether Mr. Manoj is doing the business independently as proprietor with the consent of Defendant No. 1 b and c. I cannot say whether the lease made in the name of Defendant No. 1 firm was meant to be continued by any person as partner of that firm. (Witness volunteers: I do not know how the lease was negotiated).

It is not true that there is no assignment or subletting. It is true that existing partners can resign and the new partners can enter the firm under the law. It is true that the resignation of Defendant No. 1 d to f and joining of 1 b and 1 c is under the partnership law. I know a little bit of partnership law required for my consultancy business. (Witness volunteers: I take advice of lawyer whenever I need details about any law).

21. I have not filed any notice or letter of my brother-in-law Rahul Kriplani demanding vacation of my current apartment where I am staying. I have not produced any document except city survey extract to show that the apartment is owned by him. I have not filed his affidavit. I am ready to call him as a witness. I have not filed any documents to show that he has returned from London. I have not filed any documents to show where he resides or to show that he resides at the house of his wife's parents. I have not filed any document to show that his flat at second floor or that the building has no lift.
22. I am ready to examine Dr. Deb Chatterjee. There are many family physician in pirangute. I have not filed the prescription for the medicine that Dr. Chatterjee has prescribed for me. I have not filed any certificate of Dr. Chatterjee. I have not filed any certificate of Dr. Chatterjee about exact status of my or my wife health status. (Witness volunteers: the status report that I have filed at Exh. 57 and 58 state the condition of our health). It is true that my wife will undergo knee replacement surgery. I cannot say whether after knee replacement surgery she will be able to climb stairs.
23. I have not filed any document to show that my son's marriage is arranged and it to take place in June 2017. It is true that my son has not registered in Pune Municipal Corporation or anywhere else relating to any business of hotel. It is true that my son is not currently doing any hotel business. I do not know minimum area and facilities required under law to open eating place or hotel. It is true that my son can start a hotel in any other place available on the lease in the locality. (Witness Volunteers: that there is no need for it because he can start it in the suit premises).
24. It is true that the Lease deed mentions in clause 3 that the premises will be used for hotel, restaurant, meeting hall, catering services. It is not true that the words used 'dinning' hall 'meeting hall' show that the units in the suit premises can be converted in to halls. It is not true that the changes mentioned in the plaint are carried out under the terms of Lease Deed. I have never inquired with Defendant No. 2 and 3 about these changes. It is not true that I do not require premises. It is not true that I have alternate accommodation. It is not true that Defendant .No.1 cannot find alternate premises for hotel.

25. I cannot say whether the lease is for both units C and D and terrace together as one single property. (The Witness volunteers: they are independent units). It is not true that our need as mentioned above will be served even if we get one of the two units.
26. It is true that I have never issued any notice terminating the lease on the ground of alleged assignment or sub-letting of premises.
27. It is not true that I am not entitled to receive rent before 7-8-2014 according to the provisions of consent terms. I now see clause 8 of the consent terms that I have filed. It is not true that under this clause I am not entitled to receive rent before the consent terms.

Read over Admitted to be Correct

Sushant D.

Sushant Dev
Joint Small causes Judge Pune
13/ 7/2016

**IN THE COURT OF SMALL CAUSES JUDGE, PUNE
AT PUNE**

Civil Suit No. 100 of 2015

Mr. Rudra Mehra

...Plaintiff

Versus

M/s Annapurna Caterers and others

.... Defendants

EVIDENCE AFFIDAVIT

I Mrs. Reema Rudra Mehra, Age:60 years, residing at: Apt No: 205Arra Suites and Apartments, 7/12Pirangut , Pune 412115 do hereby state on solemn affirmation as under

1. The plaintiff Mr. Rudra Mehra is my husband. We reside at Pirangut in the house owned by my brother Mr. Rahul Kriplani. It is an apartment on the second floor of the building. We have been staying there since 30 years, when my brother left for London. We do not pay any rent to him. We look after the apartment and its repairs. We pay apartment charges and outgoings.
2. My brother has returned to India with his family from London 6 month ago. Presently he resides at his in-laws bungalow at Sindh Society. My brother has requested us to leave the flat so that he can stay there. We must do as he says because otherwise our relations will be strained. I do not want to strain relations with my brother.
3. My brother's son Vikram is also to get married soon. So he wants us to vacate as soon as possible.
4. My husband or I or our son do not have any residential property in Pune, or at any other place.
5. I suffer from severe knee pain. I find it difficult to climb stairs to reach the apartment where we stay. The building does not have any lift. There are five flights of steps to reach the apartment. Each flight has 10 steps. Because of the pain I cannot climb up or down. Therefore, I am confined to the house. My doctor has advised me to move and walk as much as possible. But I cannot come down to the ground floor to walk because of pain. I have to miss many functions and gatherings of relatives because of the pain. I am also advised not to climb stairs. I may be required to go for knee replacement surgery in the near future.
6. My husband and I consult family physician Dr. Deb Chatterjee since more than thirty years. He is also a bone specialist. His consulting room is on J.M Road. It takes us one hour in a car and 1 and ½ hour in auto rickshaw to reach his clinic. He has advised me to visit a knee surgery specialist for the operation. I have filed Exh 58 which is the status report of my health. It is signed by Dr. Deb Chatterjee in my presence.
7. I am concerned about the health of my husband. He has a heart condition. He also has difficulty climbing stairs.

8. My son Rohan is to get married soon. He and his wife also require separate room.
9. We wish to come and stay on the ground floor of the building Mehras' Mansion which is owned by my husband. We will also be closed to our relatives Mrs. Meera and Mr. Vipul. They are younger and will help us.

Whatever stated herein above is true and correct to the best of my knowledge and belief. The same is signed by me on this 19 June 2016 at Pune.

I know the Affiant

Kashyap

Advocate

Kriti Kashayp

REema

Affiant

Cross examination by Mr. Harshit Kulkarni, Advocate for the Defendant No. 1 and 1(a) to 1 (c)

1. I have not filed any evidence other than my statement that my brother stayed in London, or he has come from London six months ago. It is true that I have not filed any document that my brother has asked us to leave the flat. It is true that the parents of my brother's wife have died. (Witness volunteers: their son stays in the bungalow with his family.) I do not know whether my brother's wife has a share in that bungalow.
2. I do not have any documents to show that my son Rohan is of marriageable age.
3. My husband will pay for my knee replacement surgery. It is true that we have sufficient funds for the operation. It is true that I have decided to undergo knee replacement surgery as soon as possible. I do not know whether I will be able to climb stairs comfortably after the knee replacement surgery. It is true that I will get pain relief after the surgery (Witness Volunteers : my doctor has told me that)
Witness asks for a seat and to give evidence while seated. Request granted.
4. I have not filed any x rays of my knees. I have x rays at home. I am ready to file them in court. It is true that I have not filed a certificate giving my illness. I cannot say whether a status report is not a certificate.
5. Our financial position is strong. I will put our savings and investments at Rs. 5 crores It is true that Flats of 2000 Sq. Ft area are available in the cantonment area between 2-4 crores.
6. It is not true that I am stating falsely about my health condition or my husband health.

Read over Admitted to be Correct

Sushant D.

Joint Small causes Judge Pune
15/ 7/2016

IN THE COURT OF SMALL CAUSES JUDGE, PUNE AT PUNE

Civil Suit No. 100 of 2015

Mr. Rudra Mehra

...Plaintiff

Versus

M/s Annapurna Caterer and others

.... Defendants

EVIDENCE AFFIDAVIT

I Mr. Rohan Rudra Mehra, Age: 28 years, residing at: Apt No. 205 Arra Suites and Apartments, 7/12 Pirangut, Pune 412115 do hereby state on solemn affirmation as under

1. The Plaintiff is my father. My father, my mother and I stay in the apartment mentioned above since my birth.
2. I say that have completed diploma in Hospitality management with A+ grade from the International School of Hospitality Management from Switzerland. I have filed on record copy of my diploma certificate. The diploma certificate is issued by the School, which is a University recognized by the UGC. Today I am filing original of the same. (Marked as Exh 64).
3. I say that I have 2 years of experience of running hotel business during my internship in Switzerland. This internship was compulsory. We had to complete it after completing the diploma course classes.
4. Presently I work as manager in Diamond Hotel (3 star hotel) at Hadapsar Pune. I earn salary of Rs. 45,000/- per month. I wish to start my own hotel/eatery in Pune. I have idea of starting a small eating place, and to replicate this model in many locations in Pune. I need premises of about 700 to 1200 sq. Feet for this model. I wish to try my model in our own premises because it will allow me to try different interior and exterior styles in the look and feel of the premises.
5. My marriage has been fixed with Ms Apoorva Katyal. The date for the marriage would be decided soon. It will happen in June 2017. I plan to stay with my parents after my marriage.

Whatever stated herein above is true and correct to the best of my knowledge and belief. The same is signed by me on this 19 June 2016 at Pune.

I know the Affiant

Kashyap

Advocate

Rohan Rudra M

Affiant

Cross examination by Mr. Harshit Kulkarni, Advocate for the Defendant No. 1 and 1(a) to 1 (c)

1. I have no evidence other than my statement that my marriage is fixed with Apoorva or that it is to happen in June.
2. It is true that The Diploma Certificate I have issued is not legally certified by the Swiss consulate or India consulate in Switzerland. (Witness Volunteers : this is the original certificate and it is not necessary)
3. It is true that I have not obtained an apostille certificate from the Swiss authorities. I do not know what apostille is. I have not given any document to show that I completed internship or about my experience. I do not now have any documents to show that I work in diamond hotel and my salary. I will file them.
4. I have not stated the business of eatery. It is not true that I have spoken about small eating place because each unit in the Suit premises is about thousand sq. ft. I have the full plan ready for the model of small eating place. I cannot describe or diverge that plan because it is a confidential idea.
5. It is true that in the building on the west side of Mehras' Mansion a shop on the ground floor admeasuring around 700 sq. ft. is offered on lease. It is true that it is being offered at the rent of Rs. 1000 per sq. ft. it is true that commercial premises around this area are available on rent. It is true that these areas would be available for eatery business. It is true that my small eating place model can be affected in any of these commercial spaces. It is true that the rent of these spaces ranges between Rs. 500 to 800 per sq. ft.

Read over Admitted to be Correct

Sushant D.

(Sushant Dev)

Joint Small causes Judge Pune

22/ 7/2016

IN THE COURT OF SMALL CAUSES JUDGE, PUNE

AT PUNE

Civil Suit No. 100 of 2015

Mr. Rudra Mehra

...Plaintiff

Versus

M/s Annapurna Caterer and others

.... Defendants

EVIDENCE AFFIDAVIT

I Mr. Manoj Patel, Age:-52 years, Occupation: Business, Residing at: Kalyan Puram, 52/2 Varje, Pune 411041 do hereby state on solemn affirmation that

1. I say that I am a partner at M/s Annapurna Caterers. M/s Annapurna Caterers is registered partnership firm. The firm is engaged in running hotel business since 2009. The registered address of the firm is 6-A Shree Krupa Chambers JM Road, Pune 411004. I say that three of us, i.e., Defendant Nos 1(a) to 1 (c) are currently partners in the firm. Mr. Rakesh Patil (Deft No 1(b), Ms. Divya Sathe (Deft No 1(c) joined as partners on 23-12-2014. On the same date Ms Preeti Ahuja (Deft No 1(e) retired from the firm because she wanted to start her own business. Mrs. Medha Jain (Deft No 1(f) also retired from the firm as she got married and had to leave Pune. Mr. Shashank Patel (Deft No 1(d) also retired on 1-4-2015 for further pursuing education. I have been the managing partner of the firm from its inception. Usually and at most times I have signed all documents as managing partners that I have submitted to various authorities.
2. I say that the firm was in need of premises to run its hotel business. The Lease deed was executed on 2-9-2013. At that time Ms. Preeti, Mrs Medha, Mr. Shashank and me were the partners. I say that I needed assistance to look after the business at The Mehras' Mansion. Ms. Divya Sathe had the experience of home based catering services. She was also interested in expanding her business. She joined the firm as partner. Mr. Rakesh Patil also worked as a caterer for 2 years. Because of his experience we inducted him in our firm.
3. I state that the same firm continues for all purposes. It continues to file income tax returns under the same PAN number. It has office at the same location.
4. I do not admit that plaintiff suffers from heart trouble and hypertension, or any such illness that would prevent him from climbing stairs. I do not admit that plaintiff's wife suffers from knee pain, or any illness that would prevent her from climbing stairs. I do not admit that plaintiff's son has taken hotel management education in a foreign country, or that he has gained experience there, or that he is employed in a hotel. I do

not admit that the plaintiff suffers inconvenience because his residence is away from his doctor's clinic. I vehemently deny that the current premises of the plaintiff are owned by his brother-in-law, or that he has been asked to vacate the same.

5. The Defendant firm has no other place of business other than the suit premises. If the Defendant is required to vacate the premises, the defendants will suffer irreparable loss.
6. I say that we have not carried out structural changes without permission. The permission to make suitable changes for business purpose is implied in Lease deed. We have also discussed with Defendant No.2 and 3 during negotiations regarding changes to be carried out to the suit premises to enable running of hotel business.
7. I say that we have not sublet the lease hold rights. The Lease is executed in the name of the partnership firm. I say that all three of us personally attend the business at the suit premises. I say that Defendant No.2 and 3 were also given an idea that considering the nature of the business the partners keep changing. For the same reason we executed the Lease deed in the name of the firm.
8. I state the Defendant No 1 had made lease deed with Defendant Nos 2 and 3, and hence the Plaintiff is not entitled to base his claim on the breach of any condition of the lease.
9. I do not admit the consent terms filed by the Plaintiff and Defendant Nos 2 and 3 in the civil suit No 15/2014. I state that the suit was compromised in collusion by the parties. I do not admit the terms of consent decree. I state that the Defendant No 1 is not bound by the decree because it violates their rights.
10. I say that the firm is liable to pay the rent amount to Defendant Nos.2 and 3. I say that we have been paying the rent bona fide and legally to Defendant Nos. 2 and 3. Valid rent receipts are also issued by the Defendant Nos 2 and 3. We have paid rent to the Defendant Nos 2 and 3 until the month of August 2014. We had handed over postdated cheques for the whole year of 2014 to the Defendant Nos 2 and 3. We came to know that the Defendant Nos 2 and 3 did not encash the cheques for the rent for the months of September to December 2014. I say that the Defendant Nos. 2 and 3 did not accept postdated cheques for year 2015. I say that there no communication or instruction from the Defendant Nos. 2 and 3 to the firm as to payment of rent to the Plaintiff. I say that we will pay the rent as ordered by this Hon'ble Court.
11. Whatever stated herein above is true and correct to the best of my knowledge and belief. The same is signed by me on this 13th day of August 2016 at Pune.

I know the Affiant

KK Karshit

Advocate for the Defendant 1, 1 (a) to (c)



Affiant

Cross examination by Ms. Kriti Kashyap, Advocate for the Plaintiff

1. It is true that at the time of lease deed I was aware that Mr. Kumar Mehra had three sons. It is true that I was aware at the time of Lease Deed that one son of Mr. Kumar Mehra did not stay in Mehra's Mansion. It is true that I or other partners at the time did not make any attempt to trace the plaintiff and his whereabouts before or at the time of negotiations of the Lease Deed. I did all negotiations on behalf of the firm about obtaining the lease. I have not filed the rent receipts which I say are issued by Defendant No 2 and 3. I have not filed any document showing that I paid rent to Def No 2 and 3 until August 2014. I have not produced any documents about the postdated cheque that I gave to Def No. 2 and 3. I deny that I acted mala fide and without proper inquiry in the matter of payment of rent. I will produce all these documents on the next date.
2. I have no documents to show that I was the managing partners of the firm. It is true that under the terms of partnership no particular partner was described as managing partner. It is true that the retired partners were looking after the day to day activities of the hotel and the catering business in the suit premises. It is true that they attended the business at least eight hours every day. It is true that Mr. Shashank Patel used to manage the cash counter most of the times. It is true that Ms. Preeti Ahuja looked after the entire procurement of the raw material, food stuff, grain material and vegetable required for food. It is true that I never procured raw material. It is true that Mrs. Medha Jain attended all out door catering service orders personally on all out door locations. It is true that Mrs. Medha Jain personally supervised the creation of recipes of the restaurant, the hotel and the outdoor services. It is not to say whether my only task in the partnership was signing papers. It is not true that I never looked after the business on the suit premises unless one or the other partner was on leave.
3. We made retirement deeds when Defendant No. 1(d) to (f) retired from the firm. They were paid their share in the firm. The documents of retirement are in my custody. I will produce them. I cannot give any reason why I did not produce them earlier. When Defendant No (b) and (c) joined the firm, we made deed showing the constitution. They paid amount towards the contribution in the firm. I do not remember the amounts they paid and under what heads. I have lease deed in my custody. I will reproduce it. I cannot give any reason why I did not produce them earlier. The books of A/c are maintained electronically on day to day basis. Final accounts are drawn up at the end of financial year. They are discussed by all partners and then sent to CA. We have filed income tax returns from 2009. All account

books are in my custody I will produce them. I cannot give any reason why I did not produce them earlier.

4. I now see Exh. 61 I have issued it. It is about a catering order for a function at Plaintiff's house at Pirangut. Its contents are correct. It is true that the Plaintiff came to my house to place the order. It is true that he was referred to by some employee of our firm. It is true that I personally take catering orders from my residence. It is true that I receive orders every day. It is true that the Accounts of catering business are kept separate in the firms account. It is not true that my catering business is a separate proprietary business and it is shown in account books separately to take advantage of the tenancy rights. I cannot say just now whether profits of this catering business are shared by all partners.
5. Our partnership firm has been doing hotel business in premises at Wakade Wadi from 2009. It is true that at the premises at Wakade Wadi still runs a hotel under the name Annapurna. It is true that Preeti Ahuja looks after part of hotel business at Wakade Wadi. It is true that I am a partner of the hotel business at Wakade Wadi. It is true that the hotel at Wakade Wadi called Annapurna is run by a firm "shreenidhi Hotels'. I cannot say when we formed Shreenidhi Hotels. (Witness Volunteers: I am sleeping partners in that firm). It is not true that I am stating falsely that the Defendant firm has no other place of business. It is not true that the Defendant firm has assigned the suit premises. It is not true that the Defendant Firm has sublet the premises.
6. It is not true that the Plaintiff suffers from diabetes and high blood pressure or that he is advised to avoid busy work schedules and travelling. It is not true that the Plaintiff has difficulty in climbing stairs or that he has to wait at every landing for about a minute before taking the next flight of steps or that he feels breathless after I climb steps. I do not know whether the building in which the Plaintiff stays does not have a lift. I do not know whether Plaintiff's residence is on the second floor. It is not true that the Plaintiff and his wife and me often need to travel around 30 kilometers to visit our family doctor.(Witness Volunteers: the Plaintiff climbed 3 flights of stairs when he came to my house to place the catering order.)
7. It is not true that Plaintiff's wife suffers from severe knee pain or that she may be required to undergo knee replacement surgery or finds it difficult to climb stairs.
8. I do not know whether Plaintiffs Rohan has studied hotel management in India and in Switzerland. I do not know if he wishes to start business. I do not if his marriage is also arranged and he is to marry on 25June 2017. I do not know where he stays.

9. I do not admit that the suit premises is required for the Plaintiff and his wife so that they can comfortably stay on the ground floor and their son can run his hotel related business from the first floor. I do not know if one room will also be required for Plaintiff's son and his new wife after gets married. It is not true that the plaintiff required the premises for his own use and his family.
10. It is true that the Defendant No. 1 firm demolished the internal walls to convert the units into large halls. It is true that the Defendant No. 1 enclosed the balcony. I cannot say whether these are permanent structural changes. It is not true that the firm carried out permanent structural changes in suit premises without consent. It is not true that these changes are done in breach of the terms of the Lease deed.
- Read over Admitted to be Correct.

Sushant D.

(Sushant Dev)

Joint Small causes Judge Pune

7/10/2016