

**IN THE COURT OF LXXXIII ADDL. CITY CIVIL & SESSIONS JUDGE,  
COMMERCIAL COURT, BENGALURU (CCH-84)**

**Present: Sri S. Sudindranath, LL.M., M.B.L.,  
LXXXIII ADDL. CITY CIVIL & SESSIONS JUDGE  
BENGALURU.**

**COM.O.S.No.1218/2023**

**Dated on this 14<sup>th</sup> day of March 2025**

**Plaintiff/s** : Mr. Mohammed Ayub Ahmed & another

**//Versus//**

**Defendant/s** : Mr. Vijay Kumar & another

**ISSUES**

1. Whether the plaintiffs prove that the defendants have defaulted in payment of rent of Rs. 3 lakhs per month in respect of the Suit Schedule Property continuously from May 2023 and therefore, even after forfeiting the advance amount of Rs. 40 lakhs towards the arrears of rent, the defendants are still liable to pay balance amount of Rs. 50,000 towards arrears of rent?
2. Whether the plaintiffs further prove that without intimating the plaintiffs, the defendants vacated the suit schedule property and in the process caused damage to

the suit schedule property and also did not pay the arrears of electricity bill and generator amount and therefore, the plaintiffs are entitled to recover total sum of Rs. 40,14,000 towards arrears of rent (after forfeiting security deposit amount), electricity bill arrears, damages to the building, generator balance amount along with interest?

3. Whether the plaintiffs are entitled to recover damages at the rate of Rs. 5,00,000 per month from the date of termination of tenancy till date on which the defendants vacated the suit schedule premises?
4. Whether the plaintiffs are entitled to recover TDS and GST charges from the defendants as prayed?
5. Whether the defendants prove that suit is bad for non-joinder of necessary parties?
6. Whether the plaintiffs are entitled to the reliefs claimed?
7. What order or decree?

**(SUDINDRANATH.S.)**  
**LXXXIII ADDL.CITY CIVIL AND SESSIONS JUDGE,**  
**COMMERCIAL COURT, BENGALURU.**