

IN THE LXXXII ADDL CITY CIVIL AND SESSIONS JUDGE
COMMERCIAL COURT AT BENGALURU CITY

COM O.S.No.1317/ 2025

DW-1

Between:

Mrs.Kalavathi Prasad

...Plaintiff

-Vs-

And:

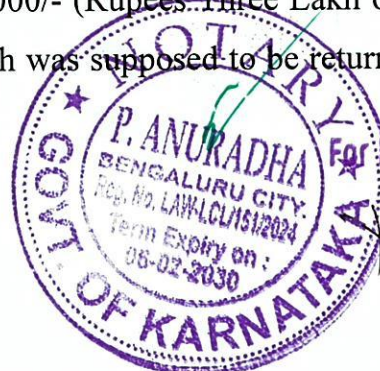
M/s.Manan Solutions Pvt. Ltd

...Defendant

**:AFFIDAVIT IN LIEU OF EVIDENCE OF THE DEFENDANT
UNDER ORDER 18 RULE 4 OF THE CPC:
(DEPOSITIONS OF DW-1)**

I, Naresh M. Kothari, major, the authorised signatory of the Defendant Company having it's office No.209, S.V. Complex, I Main Road above Kotak Mahindra Bank, Sheshadripuram, Bengaluru-20, de hereby solemnly affirm and state an oath as follows:

1. I am the authorised signatory cum Director of the Defendant company in the above suit, and I am well conversant with the facts and circumstances of the present case and hence I am competent to swear onto this affidavit.
2. I state that, the Plaintiff has filled the present suit is seeking the relief of decree for vacating the Defendant from the suit schedule premises, further is making an unlawful claim of Rs.3,49,421/- from this defendant and also without any basis is claiming damages of Rs.1,00,000/- per months from the defendant from 01.07.2024 till the date of delivery of vacant possession of the suit schedule property. The said claims are untenable and unlawful and not maintainable either under the facts and circumstances of the case or under law.
3. I State that, the defendant at the time of entering into the said lease agreement dated 26.11.2014 has paid Rs.3,00,000/- (Rupees Three Lakh only) to the Plaintiff as refundable security deposit, which was supposed to be returned to the defendant



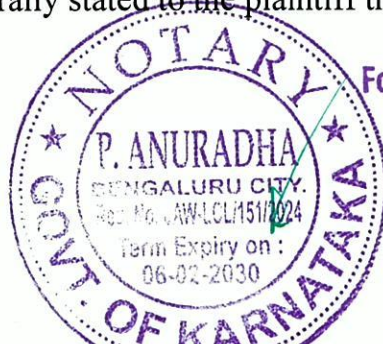
For MANAN SOLUTIONS PVT. LTD.

Authorised Signatory

at the time of vacating the suit schedule premises. The lease period created under the said lease agreement dated 26.11.2014 has expired long back and thereafter the plaintiff has not executed the fresh lease agreement in favor of this defendant, which is an admitted fact even by the plaintiff. Further in the absence of the execution of the fresh lease agreement after the expiry of the lease period stated under the said lease agreement dated 26.11.2014, the tenancy was continued on the basis of monthly tenancy commencing from 1st day of each month and expiring on the last date of the same month.

4. I state that the Defendant was very regular in the matter of payment of the rents and other charges such as maintenance and electricity charges in respect of the suit schedule premises and has never defaulted in the matter of payment of the monthly rentals has agreed from time to time between the plaintiff and the defendant. The defendant has paid/remitted the rent directly by crediting the rent into the saving bank account of the plaintiff Bank regularly after deducting the Income tax @ 10% TDS and even though the plaintiff never issued any receipts, the fact that the defendant was regularly paying the rentals and other charges after deducting the applicable Income Tax TDS to the bank account of the plaintiff was clearly admitted by the PW1 during the course of cross examination. The Plaintiff was receiving the rentals through her aforesaid account and has never disputed the quantum of rent from time to time and has received the same, without any objection or dispute.

5. I state that on 12.10.2023, I have informed on behalf of the defendant company to the PW1 through Whatsapp message, who was having number 9845545400 that *“Rent for Aug & Sep done. No dues till date. Also would like to inform you we will be vacating the premises in 2 months (by Nov end) will you require a formal letter for this, if yes please keep me informed”* against which the PW1 has replied on 17.10.2023 that *“As per the agreement it should be three months notice. The premises should be restored to the original condition before vacating”* further the rent payable towards the October 2023 was paid directly to the aforesaid bank account of the plaintiff on 10.11.2023, which was acknowledged by the Defendant. Further this defendant has orally stated to the plaintiff that, it shall not be paying the



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[Handwritten Signature]
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rentals from November 2023 till it vacates the suit schedule premises and has informed the plaintiff to adjust the rent payable for the period from November 2023 till the date of vacating the suit schedule premises from Rs.3,00,000/- (Rupees Three Lakh only) which was paid to the Plaintiff earlier as refundable security deposit and plaintiff had orally agreed for the same.

6. I state that, on 09.03.2024 this defendant through me has forwarded the invitation card through Whatsapp message having number 9845545400, which clearly disclosed that the defendant shall be opening a new office with effect from 17.03.2024 to suit its business requirements at No.209, "S.V Complex", 1st Main Road (Above Kotak Bank), Seshadripuram, Bengaluru – 560020. After receiving the said whatsapp message, the PW1 has replied that "*Thanks for the invite. Due to pre-committed program I Would not be able to attend. I wish you the occasion a grand success & roaring business*", which clearly establishes that the plaintiff was fully aware that the defendant will vacating the suit schedule premises on 17.03.2024.

7. I state that, the defendant repeatedly during the period from January till end of 17.03.2024 has orally called upon the PW1 to take the possession of the suit schedule premises, but the plaintiff was reluctant to take the possession of the suit schedule premises and kept on postponing the said issue on one or the other pretexts. Further during last week of March 2024, the plaintiff over phone has expressed his inability to come down to Bengaluru to collect the keys of the suit schedule premises due to his pre-occupation in a family function at the place of his residence at Nelamangala and has told the defendant to hand over the keys of the suit schedule premises to the neighboring shop tenant, who was newly started his business namely Golden I T Solution and accordingly this defendant has handed over the keys of the suit schedule premises to the said business owner. The Defendant thereafter has taken the physical possession of the suit schedule property. This defendant has re-iterated the fact that the possession was handed over to the PW1 on 31.03.2024 by sending the whatsapp message on 15.04.2024 by sending the copy of the electricity bill and has also send the message "*How much should we pay*" the defendant has sinisterly replied that "*Full. Still you are in possession*" against which this defendant has



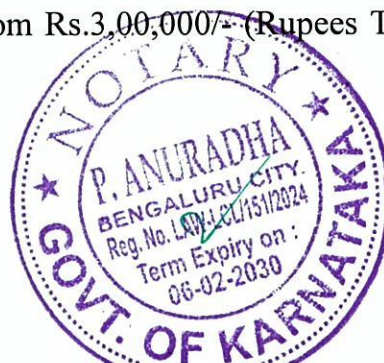
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Authorised Signatory

replied that “*Sir, I have Vacated on 31st only as informed earlier. I think we need to settle this ASAP*” against which the PW1 has replied that “**You have not given the position as we have given you.** You have

8. I state that the plaintiff, who had agreed to adjust the arrears of rent from the refundable security deposit has kept quite from the month of November 2023 till the defendant has vacated the suit schedule premises with effect from 31.03.2024. But when this defendant called upon the plaintiff to adjust the rent @ Rs.28,674/- per month for the period from 01.11.2023 till 31.03.2024 totally amounting to Rs.1,43,370/- (One Lakh Fourty Three Thousand Three Hundred and Seventy only) as the I T TDS was already paid by the Defendant to the income tax department for the said period and the defendant has called upon the plaintiff to refund Rs.1,56,630/- (Rupees One Lakh Fifty Six Thousand Six Hundred and Thirty only). The plaintiff with an intension to knock off the said amount and also to make further unlawful claim from the defendant has got issued with a false and frivolous notice dated 15.06.2024 to this defendant, this defendant has replied to the said notice by its reply dated 05.07.2024 denying all the untenable claims and has called upon the plaintiff to refund the said balance security deposit of Rs.1,56,630/- (Rupees One Lakh Fifty Six Thousand Six Hundred and Thirty only).

9. I state that the plaintiff during the period from 01.05.2022 till 15.05.2024 has never claimed the so called enhanced rent, maintenance and other charges at any point of time either orally or through written demand notice. Hence, the defendant is not liable to pay the said amounts claimed by the plaintiff for the period from 01.05.2022 till 15.05.2024 totally amounting to Rs.3,12,488/-. The plaintiff has filed this false and frivolous suit now against this defendant, when the defendant vacated the suit schedule premises on 31.03.2024 and called upon the plaintiff to refund Rs.1,56,530/- (Rupees One lakh fifty Six Thousand Five hundred and thirty) after adjusting the arrears of rent from Rs.3,00,000/- (Rupees Three Lakh only), which



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was paid to the Plaintiff as refundable security deposit. The plaintiff instead of refunding the said amount with an intension to make an unlawful claim at the cost of this defendant has filed the above suit by making the unlawful claims as prayed in the relief column of the plaint.

10. I state that, the defendant has already vacated the suit schedule premises with effect from 31.03.2024 and has shifted to a new premises to suit its business requirements at No.209, "S.V Complex", 1st Main Road (Above Kotak Bank), Seshadripuram, Bengaluru - 560020. Hence, there was no landlord and tenancy relationship between the plaintiff and defendant from 31.03.2024 and as the defendant has handed over the possession of the suit schedule premises the plaintiff is neither entitled to seek for arrears of rent from 31.04.2024, nor has any kind of right to claim damages of Rs.1,00,000/- from the defendant towards illegal occupation as claimed by the plaintiff in the above suit.

11. I further State that the plaintiff has not produced any oral evidence or documentary evidence to prove her case. Further the plaintiff has not produced the lease agreement in support of her claim either along with the Plaint or has not got marked the said lease agreement dated 26.11.2014 during the course of leading the plaintiff evidence. Further in view of the fact that the plaintiff has failed to produce the lease agreement dated 26.11.2014, the plaintiff has failed to prove her case or has made any efforts to produce any others documents in support of her claim that the defendant was liable to pay the enhanced rate of rent at 5% every year on the existing rents, maintenance charges and accordingly the plaintiff has failed to prove his case in the matter of claiming the enhanced rent at 5% on the monthly rent at Rs.31,906/- for the period of twelve months from 01.05.2022 to 30.04.2023 amounting to Rs.19,140/-. Further the plaintiff has failed to prove or produce any documents in support of his claim that the defendant was due enhanced rate of rent at 5% on the monthly existing rents of Rs.33,501/- at Rs.1,675/- for the period from 01.05.2023 to 31.10.2023 for 5 months in a sum of Rs.8,375/-. Further the plaintiff has failed to prove or produce any documents in support of his claim that the defendant was due enhanced rate of rent at 5% on the monthly existing rents of Rs.35,175/- for the



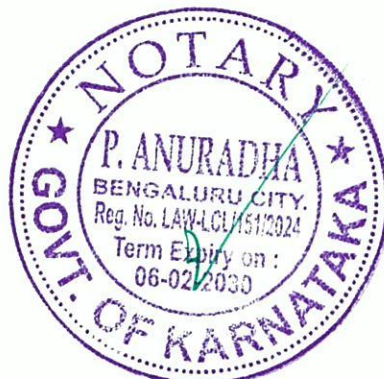
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period from 01.11.2023 to 31.05.2024 for 6 months in a sum of Rs.2,11,050/-. Further the plaintiff has failed to prove or produce any documents in support of his claim that the defendant was due enhanced rate of rent at 5% on the monthly existing rents of Rs.36,933/- for the period from 01.05.2024 to 30.06.2024 for 2 months in a sum of Rs.73,866/-. Further the plaintiff has failed to prove or produce any documents in support of his claim that the defendant was due towards maintenance charges amounting to Rs.36,000/-. Further the plaintiff has failed to prove or produce any documents in support of his claim that the defendant was due towards arrears of electricity bill amounting to Rs.990/-. Hence, the claim of the plaintiff that defendant is liable to pay a total sum of Rs.3,49,421/- is untenable as there is no oral or documentary evidence to prove the said claim to be lawfully claimed against this defendant.

12. I state that, the Plaintiff has failed to make out a case for ejection against the Defendant in respect of the suit schedule premises, as the Defendant has vacated the Schedule Property long back in the month of March 31st 2024 and handed over the possession to the Plaintiff herein. Even otherwise, the tenancy in respect of the schedule property has expired long back as the last lease agreement entered thereto was way back in the year 2014. The Plaintiff has failed to produce the original lease agreement held by her, to prove the existence of the currency of lease period and to prove her case of existence of landlord and tenancy between the plaintiff and the defendant after 31.03.2024 and has also failed to prove any kind of cause of action to file the present suit, muchless the cause of actions to file the suit have been arisen on 26.11.2014, 15.06.2024, 30.06.2024, 01.07.2024, 05.07.2024 as stated in the plaint. Hence, the aforesaid suit is liable to be dismissed with exemplary cost.

WHEREFORE, I most respectfully pray that this Hon'ble Court be pleased to dismiss the present suit with exemplary costs in the interest of justice and equity.




For MANAN SOLUTIONS PVT. LTD.

 Authorised Signatory


Verification

I, Naresh M Kothari, the authorised signatory of the Defendant company in the above suit do hereby verify, confirm and declare that the contents of the above statement at paragraphs from No.1 to 12 and the prayer column are all true and correct to the best of my knowledge and information.

Identified by me


[J Bhaskar Reddy].
KAR 1816/2000
Advocate for Defendant

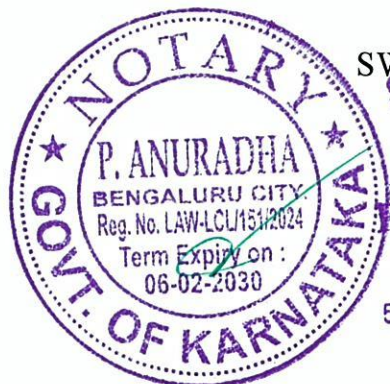
For Manan Solutions Pvt., Ltd.,
For MANAN SOLUTIONS PVT. LTD.


[Naresh M Kothari]
Authorised Signatory
Defendant


Bengaluru

Date: 02.07.2026

No. Of corrections: 



SWORN TO BEFORE ME
SWORN TO BEFORE ME


P. ANURADHA, M.A., M.L., M.Ph.L.
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