

**IN THE COURT OF LVII ADDL.CITY CIVIL AND
SESSIONS JUDGE, MAYOHALL UNIT, BENGALURU.
(CCH-58)**

Present:

Smt. K.G.Shanthi, *B.Com, LL.M.*,
LVII Addl.City Civil & Sessions Judge,
Mayohall Unit, Bengaluru.

Dated this the 20th day of November 2021.

Original Suit No.25125/2020

**Plaintiff: ANDWILL MANAGEMENT CONSULTANTS
PRIVATE LIMITED,**

A Company incorporated under the Indian Companies Act, 1956. Having its Registered office at 4/6, Bangalaxmi Abasan Checkpost P.O-R-Gopalpur, P.S. Baguiati Kolkata Wb-700136. Repted. By its authorized signatory Mr.Tarique Hussain.

(By *Prime Law Associates*, Adv.)

-V/s-

Defendant: NYSHA MEDIA PRIVATE LIMITED,

A Company incorporated under the Indian Companies Act, 1956 having its Registered officat at Saptagiri Arcade, No.105, First Floor, KEB Colony, ITPL Main Road, Hoodi, Whitefield, Bangalore-560 048.

Repted. by its Director **Mr.Ravi Mishra.**

(Deft. Exparte)

Date of Institution of the suit	21.01.2020
Nature of the suit	Ejectment
Date of the commencement of recording of the evidence	06.11.2021
Date on which the Judgment was pronounced	20.11.2021

	Year/s	Month/s	Days
Total duration	01	10	29

J U D G M E N T

The plaintiff filed a suit against the defendant for ejectment.

2. The brief facts of the suit is that, the plaintiff is the landlord of the suit schedule property and defendant took the premises under rent agreement dtd.01.07.2019 and agreed to pay a monthly rent of Rs.60,000/- per month and Rs.15,000/- as computer usage charges and Rs.8,000/- for maintenance and

other charges. In all Rs.83,000/- per month with additional GST.

3. The defendant has paid rent of July 2019 and August 2019 under cheque bearing No.904887 for a sum of Rs.83,000/- (Rupees Eighty Three Thousand only) dtd.16.08.2019, drawn on Ujjivan Small Finance Bank, Whitefield branch, Bangalore and cheque bearing No.904889, for a sum of Rs.83,000/- (Rupees Eighty Three Thousand only) dtd.16.08.2019, drawn on Ujjivan Small Finance Bank, Whitefield branch, Bangalore. When the cheques have been presented for encashment, which has been dishonoured. Hence, tenancy was terminated on 21.11.2019 by issuing Legal Notice U/Sec.106 of Transfer of Property Act. It also stated that the defendant is a chronic defaulter in paying rent. It also noticed by the plaintiff that FIR has been registered against the defendant company U/Sec.420 of IPC in Mahadevpura Police Station in

Crime No.400/2019. It also stated that in view of the termination of tenancy the defendant is an unauthorized occupation of schedule property and it continued as an unauthorized occupant. The defendant fail to comply the Legal Notice and it also bound to pay Rs.83,000/- per month as damages for use and occupation of the schedule premises.

4. The suit is valued at Rs.9,96,000 (Rupees Nine Lakh Ninety Six Thousand only) being the annual rent for ejectment and Rs.4,15,000/- towards Arrears of Rent and Rs.83,000/- towards the damages from the date of filing of suit totally the suit is valued at Rs.14,94,000/- and a court fee of Rs.86,825/- is paid.

5. The cause of action to file the suit on 06.12.2019 and on 21.11.2019 when the Notice has been terminated and subsequently within the jurisdiction of this court. Accordingly, plaintiff pray for decree directing the defendant to deliver the vacant

possession of the suit schedule property and also to pay damages of Rs.4,15,000/- towards arrears of rents for the schedule property from the date of suit till realization and also award damages of Rs.83,000/- per month till it deliver the possession of the suit schedule property to the plaintiff.

6. On filing of the suit, summons has been issued to the defendant, but regular summons not served. Hence, plaintiff taken paper publication in 'Hosa Digantha' kannada daily newspaper. It was duly published, but the defendant not appeared and responding to the paper publication. Hence, service held sufficient and defendant placed an exparte.

7. In order to prove the case, the plaintiff, its Director examined as P.W1 and filed evidence by way of affidavit in lieu of examination-in-chief and produced and got marked the documents as Ex.P1 to P7.

8. Heard arguments.

9. The following points that arise for my consideration are:-

1. Whether the plaintiff entitled for relief sought in the plaint?

2. What order or decree?

10. My findings on the above points are as under:

Point No.1 : **In the Affirmative,**

Point No.2 : As per the final order for the following:

REASONS

11. **Point No.1** :- The plaintiff filed the above suit for ejectment and also claims arrears of rent of Rs.4,15,000/- along with damages of Rs.83,000/- per month till the defendant hand-over vacant possession of the suit schedule property.

12. Section **106 of Transfer of Property Act** reads as under:-

106. Duration of certain leases in absence of written contract or local usage-

(1) In the absence of a contract or local law or usage to the contrary, a lease of immovable property for agricultural or manufacturing purposes shall be deemed to be a lease from year to year, terminable, on the part of either lessor or lessee, by six months' notice; and a lease of immovable property for any other purpose shall be deemed to be a lease from month to month, terminable, on the part of either lessor or lessee, by fifteen days' notice.

(2) Notwithstanding anything contained in any other law for the time being in force, the period mentioned in sub-section (1) shall commence from the date of receipt of notice.

(3) A notice under sub-section (1) shall not be deemed to be invalid merely because the period mentioned therein falls short of the period specified under that sub-section, where a suit or proceeding is filed after the expiry of the period mentioned in that sub-section.

(4) Every notice under sub-section (1) must be in writing, signed by or on behalf of the person giving it, and either be sent by post to the party who is intended to be bound by it or be tendered or delivered personally to such party, or to one of his family or servants at his residence, or (if such tender

or delivery is not practicable) affixed to a conspicuous part of the property.

13. Plaintiff in order to establish the case examined the Director of the plaintiff company as PW1, filed evidence by way of affidavit reiterating the plaint averments. He also produced the authorization letter issued by the plaintiff, which marked as PW1.

14. According to the plaintiff, the defendant took the premises under rent agreement dtd.01.07.2019 and agreed to pay a monthly rent of Rs.60,000/- per month and Rs.15,000/- as computer usage charges and Rs.8,000/- for maintenance and other charges. In all Rs.83,000/- per month with additional GST and he depose that the defendant has paid rent of July 2019 and August 2019 under cheque bearing No.904887 for a sum of Rs.83,000/- (Rupees Eighty Three Thousand only) dtd.16.08.2019, drawn on Ujjivan Small Finance Bank, Whitefield branch, Bangalore and cheque

bearing No.904889, for a sum of Rs.83,000/- (Rupees Eighty Three Thousand only) dtd.16.08.2019, drawn on Ujjivan Small Finance Bank, Whitefield branch, Bangalore. When the cheques have been presented for encashment, which has been dishonoured. The plaintiff issued two bounced cheques are marked as Ex.P.2 and Ex.P.3. The endorsement issued by the Bank also produced by the plaintiff along with Ex.P.2 and Ex.P.3. PW1 deposed that plaintiff issued a Legal Notice on 20.07.2019 for terminating the tenance of the defendant. Office copy of the Notice is marked as Ex.P.4. Postal receipt is marked as Ex.P.5, Notice issued by the plaintiff to the defendant is returned as unserved. The envelop is marked as Ex.P.6 and Notice is marked as Ex.P.6(a). The Resolution passed by the plaintiff marked as Ex.P.7. Copy of the rental agreement has been produced.

15. The plaintiff sought for ejectment of the defendant from the schedule property being the first floor in the Commercial building bearing No.105, Saptagiri Arcade, KEB Colony, ITPL Main Road, Hoodi, Whitefield, Bangalore-48. Notice also issued U/Sec.106 of Transfer of Property Act to the address described in the schedule. But it is returned as unserved. The plaintiff by issuing a Notice terminated tenancy and called upon to vacant and hand over vacant possession of the suit schedule property. In this case defendant not appeared before the court inspite of paper publication and it has not contested the proceedings. The entire evidence of plaintiff remained unrebutted. Such being circumstances, I am of the opinion that there is no reasons to deny the relief prayed by the plaintiff in the plaint. Accordingly, Point No.1 is answered ***in the Affirmative.***

16. **Point No.2:-** In view of the finding on point No.1, I proceed to pass the following:

ORDER

The suit of the plaintiff is decreed with costs.

The defendant is hereby directed to vacate and hand over vacant possession of the suit schedule property to the plaintiff within 30 days from the date of decree. Further directed to pay Rs.4,15,000/- to the plaintiff and also pay damages of Rs.83,000/- per month till it vacate and hand over the possession of the suit schedule property.

SCHEDULE

All that piece and parcel being the First floor in the Commercial building bearing No.105, Sapthagiri Arcade, KEB Colony, ITPL Main Road, Hoodi, Whitefield, Bangalore-560 048.

Draw Decree Accordingly.

(Dictated to the judgment writer, transcribed and computerized by him and after carrying out corrections by me, print out taken by him and then pronounced by me in open Court on this the 20th day of November 2021.)

(Smt.K.G. Shanthi)

LVII Addl.City Civil & Sessions Judge,
Mayo Hall Unit, Bengaluru.

ANNEXURE**List of witnesses examined for the plaintiff :**

PW.1 : Mr.Abhijeet Chakraborty

List of documents marked for the plaintiff :

Ex.P1 : Authorization letter
Ex.P2, 3 : Two bounced cheques
Ex.P4 : Office copy of Legal Notice dtd.20.11.2019
Ex.P5 : Postal receipt
Ex.P6 : Unserved Postal Envelope
Ex.P6(a) : Legal Notice dtd.20.11.2019
Ex.P7 : Authorization letter issued by plaintiff to
-file suit

List of witnesses examined for the Defendant :

- NIL -

List of documents marked for the Defendant:

- NIL -

LVII Addl.City Civil & Sessions Judge,
Mayo Hall Unit, Bengaluru.

Judgment pronounced in open court
(vide separate Judgment)

The suit of the plaintiff is decreed with costs.

The defendant is hereby directed to vacate and hand over vacant possession of the suit schedule property to the plaintiff within 30 days from the date of decree. Further directed to pay Rs.4,15,000/- to the plaintiff and also pay damages of Rs.83,000/- per month till it vacate and hand over the possession of the suit schedule property.

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Draw Decree Accordingly.

*LVII Addl. City Civil & Sessions Judge,
Mayo Hall unit, Bengaluru.*