RAMA UNIVERSITY

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FACULTY OF JURIDICAL SCIENCES

MOOT COURT EXERCISE AND INTERNSHIP

(CLINICAL)

Course : BALLB , 3rd Semester

Subject code : BAL903

Faculty Name : Ms Taruna Reni Singh

Moot Court Exercise and Internship

Objective: The objective of having moot courts is to give the students practical tanning how the proceedings of the court takes place.

The Paper will have following components

- Moot Court: Every student may be required to do at least one moot court in a year. The moot court work will be on assigned problem.
- Observance of Trial in one case, either Civil or Criminal.
    - Students may be required to attend one trial in the course of the last year of LL.B. studies. They will maintain a record and enter the various steps observed during their attendance on different days in the court assignment.
- Interviewing techniques and Pre-trial preparations and Internship diary.
    - Each student will observe one interviewing session of clients at the Lawyer's Office/Legal Aid Office and record the proceedings in a diary. Each student will further observe the preparation of documents and court papers by the Advocate and the procedure for the filing of the suit/petition.
- The fourth component of this paper will be Viva Voce examination on all the above three aspects.
- Student will be required to undertake legal awareness programme in association with N.S.S. and other authorities as directed by the Faculty.

LECTURE 37

CASE 4: SINGER CONSULTANTS PVT. LTD. V. WINSOFT TELECOMMUNICATIONS PVT. LTD.

Prepared by Dr Aman Hingorani

Note for Participants

Please note that Yr-0 denotes the current year, Y-1 the previous year, Yr-2 two years ago and so on so forth.

STATEMENT OF VARUN SINGER

1. I am Varun Singer, Managing Director of Singer Consultants Pvt. Ltd. having registered office at 34 New Complex, Delhi. The company is the owner of Jubilee Plaza, 14 Old Road, Delhi, the property in question. It is one of our most expensive and exquisitely designed properties.

2. In June Yr - 4, I received a call from Ms. Neena Elizabeth who desired to take Jubilee Plaza on rent for her office. She introduced herself as the Managing Director of WinSoft Telecommunications Pvt. Ltd. and wanted to sign the lease deed as soon as possible without even visiting the property. I insisted that she views the property as per our company's policy, and she reluctantly agreed. She visited the property on or around 15 July Yr – 4 with her manager, Mr. Sooraj Krishan. They found the property to be suitable for their purposes.

3. We signed the lease deed on 12 September Yr-4, after a few rounds of negotiations, and the property was leased out to WinSoft Telecommunications Pvt. Ltd. at a monthly rental of INR 2 lakhs to be paid in advance by the 7th of every month for which the payment was due. Ms. Elizabeth also wanted parking space for two cars which was leased out to WinSoft Telecommunications Pvt. Ltd. at the monthly rent of INR 8,000/-. The lease deed contained the standard clauses of payment of security deposit equivalent to three months which was liable to be forfeited in case of breach of contract, and a lock-in period of three years during which WinSoft Telecommunications Pvt. Ltd. could not terminate the lease. We assured WinSoft Telecommunications Pvt. Ltd that the property would be maintained by my company in the same habitable condition in which it was let out.

4. WinSoft Telecommunications Pvt. Ltd. shifted to the property by 15 September Yr - 4. On 20 September Yr - 4, I went to the property to introduce Sunny Singh, my manager, to Ms. Elizabeth. She seemed quite pleased with her new office and gave positive feedback.

5. I was shocked when, on 25 March Yr - 2, my company received three month notice from WinSoft Telecommunications Pvt. Ltd. terminating the lease with effect from 30 June Yr - 2. They cited limitation of space as the reason for the said termination and stated that the place was too small to cater to their current and future requirements. Further, they wanted us to adjust the rent for the months of April to June Yr -2 against the three months security amount deposited with us. This is totally unacceptable as WinSoft

Telecommunications Pvt. Ltd had illegally terminated the lease within the lock-in period and, therefore, was required to pay rent for the three months.

6. Further, my company received a legal notice on 26 April Yr – 2, where WinSoft Telecommunications Pvt. Ltd raised grievances regarding maintenance of the property and alleging breach of contract by us. However, this was for the first time that I had heard of these issues at the property. The allegation is absolutely false and baseless as the property was repaired and maintained at regular intervals.

7. WinSoft Telecommunications Pvt. Ltd just left the property on 30 March Yr – 2. At their request, we had a joint inspection on 1 September Yr – 2. The premises were in good condition, just as when it was given to WinSoft Telecommunications Pvt. Ltd. The property remained unutilized and unproductive of rent right upto 1 February Yr – 1, when a new tenant approached us.

8. WinSoft Telecommunications Pvt. Ltd has unlawfully terminated the lease deed and should duly pay all the liabilities arising out of the default. It is true that there is no provision of penalty or liquidated damages in the lease deed should WinSoft Telecommunications Pvt. Ltd. terminate the lease prior to the expiry of the lock-in period. There was no need for any such provision since should WinSoft Telecommunications Pvt. Ltd. terminate the lease prior to the expiry of the lock-in period, it would assume the pre-existing liability to pay the rent for the unexpired lock-in period. That would be its debt, regardless of whether my company sufferred any actual or real loss. The very purpose of a lock-in period is to ensure that the tenant stays in the property during that period or make good all losses incurred by the landlord in case it wants to vacate earlier. Otherwise, why have a lock-in period.

9. Our claim against WinSoft Telecommunications Pvt. Ltd is, therefore, for rent from April Yr – 2 onwards for the unexpired lock-in period, along with interest @ 18 % p.a. till date of payment. Moreover, as WinSoft Telecommunications Pvt. Ltd breached the contract, we have forfeited their security deposit.

STATEMENT OF SUNNY SINGH

1. I am Sunny Singh, aged about 35 years, resident of Flat No. 12, Medium Apartments, Delhi. I am an employee of Singer Consultants Pvt. Ltd. for the last 8 years, working as manager of their properties.

2. Presently, I am placed as the manager of their property at Jubilee Plaza, 14 Old Road, Delhi. I have been working there since August Yr - 4. Generally, I manage around 2 properties at one time. However, as Jubilee Plaza is a huge complex, I am responsible for only one property at the moment. Jubilee Plaza is one of the high-end properties of Singer Consultants.

3. In September Yr - 4, the property was leased out to WinSoft Telecommunications Pvt. Ltd. and they shifted to the property by the middle of the month. I met Ms. Neena

Elizabeth, the Managing Director of the company, and Mr. Sooraj Krishan, her manager, on 20 September Yr -4. Ms. Elizabeth was very stressed though excited about her new office. Mr. Krishan seemed like a trouble maker to me as he went on complaining about everyone to Ms. Elizabeth.

4. Around the month of December Yr - 4, Mr. Krishan told me that their business was running very well and they had decided to employ more staff. He never made any complaints regarding maintenance of the property. I also did not receive any intimation from Ms. Elizabeth about any problem. I, in fact, always received positive feedback from everyone and duly communicated the same to Mr. Singer.

5. I was astonished to hear about the termination of the lease deed from Mr. Singer. I have seen the notice and can confirm that all the allegations therein are false. There have not been any issues of water logging or poor lightning in the common area. We have not received any such complaints from any of the occupants of the property. They only want to shift to an alternative place as they have employed more staff whom they cannot accommodate at this property.