



**RAMA**  
**UNIVERSITY**

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**FACULTY OF JURIDICAL SCIENCES**

**MOOT COURT EXERCISE AND  
INTERNSHIP  
(CLINICAL)**

**Course : BALLB , 3<sup>rd</sup> 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 training 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 38

## **STATEMENT OF NEENA ELIZABETH**

1. I am Neena Elizabeth, Managing Director of WinSoft Telecommunications Pvt. Ltd. having registered office at 202 Sea Lane, Mumbai.
  
2. I was looking at the prospects of expanding the business of my company and wanted a spacious property to start my office in Delhi. After a long search and on strong recommendation of ABZ Property Consultants, I met Mr. Varun Singer, the Managing Director of Singer Consultants Pvt. Ltd. and owner of Jubilee Plaza, 14 Old Road, Delhi in June Yr - 4 to discuss the prospects of leasing the said premises for my office. I visited the property in July Yr – 4 and instantly had a liking for it. It had all the required facilities which I wanted and also parking space, as a bonus. We signed the lease deed on 12 September Yr - 4.
  
3. The monthly rent of the property was INR 2 lakhs. We also agreed to pay INR 4,000/- per car for parking space for two cars. The rent was to be paid in advance by the 7th day of every month. WinSoft Telecommunications Pvt. Ltd. paid INR 6 lakhs, the equivalent of monthly rent for three months as security deposit to Singer Consultants Pvt. Ltd. It was the responsibility of Singer Consultants Pvt. Ltd to maintain the property, for which they billed us the maintenance charges, and WinSoft Telecommunications Pvt. Ltd. has duly paid all the charges s billed. The lease deed contained a lock-in period of 3 years. The lock-in period clause did not provide for any penalty or liquidated damages in case WinSoft Telecommunications Pvt. Ltd. Terminated the lease within the lock-in period. This was done deliberately after negotiations, and with the consent of Mr. Singer and his company.
  
4. I was personally present for setting up the new office, after which I left for Mumbai leaving behind my employee, Mr. Sooraj Krishan, to manage and run the new office in Delhi. Within few days of my return, I received calls from Sooraj about the problem with  
  
the central air conditioning of the premises, which was not working properly. He also informed me about the poor state of the maintenance of the property which was having issues of water logging and bad lighting in the common areas. He further informed me that the maintenance department of Singer Consultants Pvt Ltd. was not sorting out the issues, even after repeated requests.
  
5. Our clients frequently visit the office and such poor maintenance was creating embarrassment to our company and was damaging the reputation of the business. We could not hold business meetings at the premises or accommodate employees due to these maintenance issues. So, my company decided to spend

money out of its own pocket to install air conditioning unit and to carry out other repair works, which were the responsibilities of Mr. Singer and his company.

6. Being fed up with all these issues, WinSoft Telecommunications Pvt. Ltd. sent a three month notice through courier on 25 March Yr-2 to Singer Consultants Pvt. Ltd. terminating the lease deed with effect from 30 June Yr – 2. We requested Singer Consultants Pvt. Ltd. to adjust the rent for the months of April – June Yr - 2 against the security amount deposited in the beginning. The lease deed did not contain any provision of penalty or liquidated damages for terminating the lease within the lock-in period and, therefore, we are not required to pay anything to Singer Consultants Pvt. Ltd.. Moreover, when it is they who committed breach of contract by not maintaining the property as detailed in our legal notice of 26 April Yr - 2.

7. We handed over possession of the property to Singer Consultants Pvt. Ltd. on 30 March Yr – 2, followed by a joint inspection on 1 September Yr -2. We returned the premises in the same condition in which we got it. Singer Consultants Pvt. Ltd. has not given us any proof that it has suffered any loss by the premature termination of the lease. It is true that they had no tenant upto 1 February Yr – 1, but that was because they did not even try to look for a tenant or take steps to mitigate the loss of rent. The very purpose of the three months notice was for them to find a new tenant. We paid the rent till June 30 Yr-4 though we had vacated the property on 30 March Y-4 itself.

8. I have undergone immense mental trauma and financial loss during this time while dealing with Singer Consultants Pvt. Ltd. We have already spent a lot of money on this property with negative results and do not wish to spend anything more. Since it is they who committed breach of contract by not maintaining the property, they have no right to forfeit the security amount equivalent to three months rent. This amount constitutes the rent for the months of April – June Yr -2. So, we do not owe them any money. Rather, they should consider themselves lucky that we have not sued them for breach of contract.