



STATE OF DELAWARE
JUSTICE OF THE PEACE COURT NO. 13
1010 CONCORD AVENUE
CONCORD PROFESSIONAL CENTER
WILMINGTON, DELAWARE 19802

TELEPHONE: (302) 577-2550

SYSTEM ID: @2628317
TED KRITIKOS
203 WEST 18TH STREET
WILMINGTON, DE 19802

VS.

Civil Action No: JP13-13-014363

SYSTEM ID: @2628318
RASHMI, INC.
81 MARGIL FARM DRIVE
DOWINGTOWN, PA 19335

SYSTEM ID: @2628319
KULRAJ SINGH
81 MARGIL FARM DRIVE
DOWINGTOWN, PA 19335

ORDER OF TRIAL DE NOVO

A trial De Novo Panel was convened on this case consisting of the Honorable Bonita N. Lee, the Honorable Cheryl S. Stallmann, and the Honorable James R. Hanby, Sr.

The plaintiff in this matter was represented by Clark C. Kingery, Esq, and the defendants by Patrick M. McGrory, Esq.

In this matter the plaintiff was solely seeking possession of his unit back. The defendants allege that notice was given to extend the lease for another five years and therefore denies possession should be returned to the plaintiff.

Mr. Kritikos the plaintiff testified that he had worked with the defendants over the period of their lease but that he ultimately came to the conclusion that he wished to terminate the lease. He testified that he sent the defendants a letter to that effect on July 12, 2013 giving the defendants proper 60-day notice that the lease would be terminating October 1, 2013.

The commercial lease was originally entered into on August 1, 2007 for a term of five years. After July 31, 2012 the lease converted to a month to month lease which is where it stood when the plaintiff sent the notice of 60-day termination of said lease. The lease required written notice from the defendant to extend for another five year period and Mr. Kritikos avers he never received such notice.

Monica Nanchahal, manager of the store, testified for the defendants and stated that Mr. Kritikos would come in the store to pick up the rent from time to time and that on one of those occasions she


provided him with an envelope that included a letter requesting that the lease be extended another five years. She did not tell him at the time what was in the envelope and never had any further discussion with him regarding the topic of the lease in spite of the numerous times that the plaintiff was in the store.

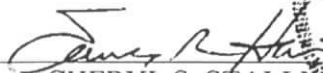
Based on the testimony and evidence provided in this matter the court must decide by the preponderance of that testimony and evidence which side has proven its case. Based on that the scales must tip in favor of the plaintiff in this matter, his testimony appeared to be that of a pretty flexible landlord and quite credible, the evidence presented by the defense namely a letter that was misaddressed and allegedly hand delivered but never followed up on is much less credible.

Based on all the factors considered the court finds for Plaintiff Ted Kritikos in this matter against the Defendant Rashmi, Inc. and Kulrah Singh for possession of the rental premises, \$41.00 monthly costs, \$45.93 per diem until vacated and 5.75% post judgment interest per annum as necessary.

IT IS SO ORDERED this 13th day of June, 2014.


BONITA N. LEE
Deputy Chief Magistrate


JAMES R. HANBY,
Justice of the Peace


CHERYL S. STALLMAN
Justice of the Peace

