

CIVIL PLEADINGS

[NOTE : All pleadings must be neatly typed/printed in one and a half space]

**IN THE COURT OF DISTRICT JUDGE (DISTRICT _____) DELHI
SUIT NO OF 20..
(SUIT UNDER ORDER XXXVII OF THE CODE OF CIVIL PROCEDURE, 1908)**

IN THE MATTER OF:

M/s ABC Pvt. Ltd.
A Company Incorporated Under The
Companies Act, Having Its Registered Office
At New Delhi.
Through its Director
Shri.....

..... PLAINTIFF

VERSUS

M/s XYZ Ltd.
A Company Incorporated Under The
Companies Act. Having Its Registered
Office At Delhi
Through its Director
Shri.....

..... DEFENDANT

**SUIT FOR RECOVERY OF RS. 4,19,200/-(Four lakh nineteen thousand two hundred
Only) UNDER ORDER XXXVII OF CODE OF CIVIL PROCEDURE, 1908**

MOST RESPECTFULLY SHOWETH:

1. That the Plaintiff is a Company constituted under the Companies Act having its registered office at B-40, Safdarjung Enclave, New Delhi. Mr. P. Executive Director or the Plaintiff-company, is a duly constituted attorney of the Plaintiff-company and is authorized and competent to sign and verify the plaint, vakalatnama etc. and to institute this suit on behalf of the Plaintiff.

2. That the Plaintiff-company inter-alia carry on the business of construction, engineering and designing. The Plaintiffs are builders of international repute and have earned a big name in their business.

3. That the Defendant is a Company incorporated under the Companies Act having their registered office at Chandigarh. However, the Administrative office of the Defendant is situated at Delhi i.e. within the jurisdiction of this Hon'ble Court.

4. That the Defendant approached the Plaintiff for construction of a building for their paper mill at Chandigarh some time in the year 2000 whereupon the Plaintiff constructed the building and handed over the possession of the same to the Defendant sometime in December, 2013.

5. That the on 4th April, 2014, the Plaintiff raised the final bill for Rs. 4,19,200/- on the Defendant on account of the aforesaid construction of their paper mill at Chandigarh against which the Defendant handed over cheque No. 213456 dated 18.4.2014 for Rs. 4,19,200/- drawn on Punjab National Bank, Shahdara, Delhi to the Plaintiff, which was dishonoured upon presentation.

6. That the Plaintiff immediately informed the Defendant about the dishonour of the said cheque and called upon the Defendant to make the payment of the said amount along with interest @ 18% per annum. However, the Defendant failed to pay the same to the Plaintiff despite repeated requests and reminders.

7. That the Plaintiff therefore finally issued a legal notice dated 6th April, 2015 to the Defendant calling upon the Defendant to clear the outstanding amount of Rs. 1,39,492/- along with interest at the rate of 18% per annum w.e.f. 4-4-2014 upto the date of payment. However, no payment has been made by the Defendant despite the said notice.

8. That the Defendant is now liable to pay a sum of Rs. 4,19,200/- along with interest @ 18% per annum from the date on the Plaintiff's bill. The Plaintiff is however, claiming interest from 18-4-2014 upto the date of filing of this suit @ 18% per annum.

9. That the cause of action in favour of the Plaintiff and against the Defendant first arose in 2000 when the Plaintiff was approached by the Defendant for construction of their paper mill. It further arose in December, 2013 when the said building was completed and handed over to the Defendant and on 4th April, 2014 when the Plaintiff submitted the final bill for Rs. 4,19,200/- to the Defendant. The cause of action arose on all dates when the Plaintiff called upon the Defendant to make the payment and the later failed to comply with it. The cause of action is still subsisting as the Defendant has failed to pay the outstanding amount despite repeated oral and written requests and reminders from the Plaintiff.

10. The suit is within the period of limitation.

11. This Hon'ble Court has jurisdiction to entertain this suit because the part of the cause of action arose at Delhi. The contract for construction of the paper mill was entered at Delhi, all the payments upto this date have been made at Delhi and the payment of the outstanding amount was also to be made at Delhi. The Administrative Office of the Defendant is situated at Delhi where they carry on the work for their gain.

12. The value of this suit for the purposes of court fee and jurisdiction is Rs. ----- on which court fee of Rs. _____ is paid.

13. That this suit is filed under Order XXXVII of the Code of Civil Procedure and no relief has been claimed which does not fall within the ambit of Order XXXVII.

PRAYER:

It is, therefore most respectfully prayed that this Hon'ble Court may be pleased to :-

- (a) Pass a decree for Rs. 4,19,200/-(Four Lakhs Nineteen Thousand and Two Hundred only) with interest @ 18% per annum from 18.4.2014 upto the date of filing the suit in favour of the Plaintiff and against the Defendant;
- (b) award pendentlite and future interest at the rate of 18% per annum on the above stated amount of Rs. 4,19,200/-(Four Lakhs Nineteen Thousand and Two Hundred only) with interest @ 18% per annum from 18.4.2014 upto the date of filing the suit in favour of the Plaintiff and against the Defendant;
- (c) award cost of the suit in favour of the Plaintiff and against the Defendant; and
- (d) pass such other and further order(s) as may be deemed fit and proper on the facts and in the circumstances of this case.

Place: _____ Through _____ Plaintiff
Date: _____ Advocate

VERIFICATION:

Verified at Delhi on this 1st day of January 20... that the contents of paras 1 to 8 of the plaint are true to my knowledge derived from the records of the Plaintiff maintained in the ordinary course of its business, those of paras 9 to 13 are true on information received and believed to be true and last para is the humble prayer to this Hon'ble Court.

Plaintiff

[**NOTE**: The above plaint must be supported by an Affidavit]

* * * * *

DRAFT AFFIDAVIT

**IN THE COURT OF DISTRICT JUDGE (DISTRICT _____) DELHI
SUIT NO OF 20..
(SUIT UNDER ORDER XXXVII OF THE CODE OF CIVIL PROCEDURE, 1908)**

IN THE MATTER OF:

M/s ABC Pvt. Ltd.
A Company Incorporated Under The
Companies Act, Having Its Registered Office
At New Delhi.
Through its Director
Shri.....

..... PLAINTIFF

VERSUS

M/s XYZ Ltd.
A Company Incorporated Under The
Companies Act. Having Its Registered
Office At Delhi
Through its Director
Shri.....

..... DEFENDANT

AFFIDAVIT OF Sh....., S/O., AGED ABOUT 38 YEARS,
R/O..... in the capacity of the director of M/S ABC Pvt. Ltd..

I,the deponent hereinabove do hereby solemnly affirm and state hereunder:

1. I say that I am the Authorized Representative / Director of the Plaintiff Company and I am aware of the facts and circumstances of the present suit based upon the records of the Plaintiff maintained in the ordinary course of business and I am duly authorized and competent to swear and file the present suit and affidavit.
2. I say that the accompanying Suit has been drafted and filed by my counsel upon my instructions and contents of the same are true and correct.
3. I say that the documents filed along with plaint are true copies of originals.

DEPONENT

VERIFICATION:

I,, do hereby verify on this ____ day of January, 2017 at Delhi that the contents of the above said affidavit are true and correct to my knowledge and information and nothing material has been concealed therefrom.

DEPONENT

**IN THE COURT OF SENIOR CIVIL JUDGE (DISTRICT _____), DELHI
SUIT NO. _____ OF 20..**

IN THE MATTER OF:

Sh. Om Veer Singh S/o. _____-, R/o. Sainik Nagar, New Delhi PLAINTIFF

VERSUS

1. Dr. U. Basu S/o _____, R/o Pragati Vihar Society, Delhi - 92
2. Tapan Kumar, S/o _____ R/o Pragati Vihar Society, Delhi – 92 DEFENDANTS

SUIT FOR PERMANENT INJUNCTION

MOST RESPECTFULLY SHOWETH:

1. That the plaintiff is the permanent resident of the above mentioned address in property bearing no. _____ Uttam Nagar, New Delhi for the last many year and is living with wife and minor children, as a tenant.

2. That the plaintiff is a tenant in respect of the above said property bearing no _____ Uttam Nagar, New Delhi consisting two rooms, latrine and kitchen in the above said premises of Rent Rs. 150/- (Rs. 150/-) p.m. excluding electricity and water charges under the tenancy of late Sh _____ who died on 17.10.2013 and late Sh. _____ used to collect the rent from the plaintiff but late Sh. _____ did not issued any rent receipt to the plaintiff even after several demands made by the plaintiff but he always used to postpone the issue of rent receipt.

3. That the plaintiff spent a huge amount on the construction of these two rooms in the above said premises at the request of Late Sh. _____ and Sh. _____ assured the plaintiff to adjust the said rent (the plaintiff is having the necessary documents/proofs of material for construction of rooms in the above said property). It is also pertinent to mention here that the plaintiff looked after late Sh. _____ many a times, whenever he fell ill.

4. That at present the plaintiff is having the peaceful possession of premises no. _____ Uttam Nagar, New Delhi and is having the whole necessary documents/record regarding possession (photocopy of Ration Card, School Card is enclosed herewith) but the above said defendants are interded to disturbe the peaceful physical possession of the plaintiff of the above said premises.

5. That the plaintiff is having the whole necessary household goods which are lying/kept in the above said premises and is living peacefully.

6. That the plaintiff has paid the agreed rent @ Rs. 150/- p.m. to late Sh. _____ upto Oct. 2013. It is also pertinent to mention hare that the legal hairs of late Sh. _____ are not in the knowledge of the plaintiff and at present also the plaintiff is ready to tender the rent before the legal heirs of late Sh. _____.

7. That on dt. 30.1.2015 the above said defendant came to the above said premises of the plaintiff and threatened the plaintiff to vacate the tenanted premises immediately

otherwise the plaintiff would have to face dire consequences, when the plaintiff asked about their identity then they did not disclose the same, instead started throwing household goods forcibly and illegally and started to quarrel with the plaintiff when the local residents/neighbourers intervened in the matter then the defendants left the spot after threatening for dire consequences and to dispossess the plaintiff forcibly and illegally in the near future with the help of local goondas. The defendants openly stated that the staff of police post Matiala dances at their tune and it is very easy job for them to dispossess any person or to grab the property of any one with the help of the police staff.

8. That immediately on the same date the plaintiff rushed to the police post Matiala to lodge his report against the defendants regarding such incident but duty officer did not lodge the report of the plaintiff. The plaintiff was surprised to see that both the defendants were already present at the Police Post Matiala.

9. That on 10.2.2015, the plaintiff sent a Registered Notice to the defendant no. 1 and copy to Chowki Incharge Police Post Matiala by Regd. A.D. (copy of the same is enclosed herewith) but P.P. Matiala staff has not taken any action against the defendants for reasons best known to them.

10. That on 11.2.2015, the defendants along with two unknown persons/ whom the plaintiff can recognise by face, came to the above said premises bearing no. _____ Uttam Nagar, and knocked at the door at odd hours and threatened the plaintiff to come out of the room. The plaintiff saw their faces from gaps of the door and the plaintiff got nervous, and therefore did not come out of two-room apartment. The said persons threatened the plaintiff to vacate the premises immediately. However, then the neighbourers gathered there and they restrained the defendants from dispossessing the plaintiff from the above said premises forcibly and illegally. When the neighbourers threatened them, they left the spot with a threat to come after one or two days with heavy force to dispossess the plaintiff from the above said premises forcibly and illegally.

11. That on de. 12.2.2015, the plaintiff again went to the police post Matiala to lodge the report against the defendants but no Police Officer of P. Post Matiala is ready to listen against the defendants and they advised the plaintiff to approach to the competent court of law to seek his remedy and to get injunction order against the defendants and the P.S. Matiala.

12. That the plaintiff has no other efficacious remedy except to approach to this Hon'ble court for seeking relief of injunction against the defendants from interfering in the peaceful possession of the premises no. _____ Uttam Nagar, New Delhi.

13. That the cause of action arose on different date when the defendants threatened the plaintiff to vacate the premises no. _____ Uttam Nagar, New Delhi and threatened the plaintiff of dire consequences and further to dispossess him from the above premises bearing no. _____ Uttam Nagar, New Delhi forcibly and illegally. The cause of action lastly arose on dt. 11.2.2015 when the defendants again threatened and tried to dispossess the plaintiff from the premises no. _____ Uttam Nagar, New Delhi forcibly and illegally with the connivance of the Local Police. The cause of action still subsists as the threat of the defendants to dispossess the plaintiff and to create disturbance in the peaceful possession of the premises no. _____ Uttam Nagar, New Delhi continues.

14. That the parties to the suit for the purpose (s) of court fee and jurisdiction is Rs. 130/- on which the requisite court fee has affixed.

15. This Hon'ble Court has jurisdiction to entertain this suit because the part of the cause of action arose at Delhi and the suit property is situated within the territorial jurisdiction of this Hon'ble Court.

PRAYER:

It is, therefore most respectfully prayed that this Hon'ble Court may be pleased to :-

- (a) pass the decree for Permanent Injunctin in favor of the plaintiff and against the defendants thereby restraining the defendants, their representatives, employees, agents etc. from dispossessing the plaintiff forcibly and illegally from the tenanted premises bearing no. _____ Uttam Nagar, New Delhi and also from interfering in the peaceful possession of the above said premises.
- (b) award cost of the suit in favour of the Plaintiff and against the Defendants;
- (c) pass such other and further order(s) as may be deemed fit and proper on the facts and in the circumstances of this case.

Plaintiff

Place:

Through

Date:

Advocate

VERIFICATION:

Verified at Delhi on this 1st day of January 20... that the contents of paras 1 to .. of the plaint are true to my knowledge derived from the records of the Plaintiff maintained in the ordinary course of its business, those of paras .. to ... are true on information received and believed to be true and last para is the humble prayer to this Hon'ble Court.

Plaintiff

[**NOTE** : This plaint has to be supported by an affidavit]

IN THE COURT OF SENIOR CIVIL JUDGE (DISTRICT _____), DELHI

IA NO. _____ OF 20...

IN

SUIT NO. _____ OF 20...

IN THE MATTER OF:

Sh. Om Veer Singh, S/o _____

R/o

PLAINTIFF/APPLICANT

VERSUS

1. Dr. U. Basu S/o _____,

R/o

2. Sh. Tapan Kumar, S/o _____,

R/O....

DEFENDANTS/RESPONDENTS

APPLICATION FOR TEMPORARY INJUNCTION UNDER ORDER XXXIX, RULE 1 & 2 READ WITH SECTION 151 OF THE CODE OF CIVIL PROCEDURE, 1908

MOST RESPECTFULLY SHOWETH:

1. That the plaintiff has filed a suit for permanent injunction which is pending for disposal before this Hon'ble Court.

2. That the contents of the accompanying suit for permanent injunction may kindly be read as a part and parcel of this application which are not repeated here for the sake of brevity.

3. That the plaintiff/applicant has got a prima-facie case in his favour and there is likelihood of success in the present case.

4. That in case the defendants are not restrained by means of ad-interim injunction for dispossessing the plaintiff from the above said premises no. _____ Uttam Nagar, New Delhi and from interfering in physical peaceful possession of the above said premises, the plaintiff shall suffer irreparable loss and injury and the suit shall become anfractuous and would lead to multiplicity of the cases.

5. That the balance of convenience lies in favour of the plaintiff and against the defendants.

PRAYER:

It is, therefore most respectfully prayed that this Hon'ble Court may be pleased to :-

a) Pass ex-parte ad interim injunction restraining the defendants, their associates, servants, agents and their representatives from interfering into the peaceful physical possession of the plaintiff in the above said premises and from dispossessing the applicant/plaintiff from the same.

b) pass such other and further order(s) as may be deemed fit and proper on the facts and in the circumstances of this case.

Place: Plaintiff /Applicant
Date: Through Advocate

[NOTE : This Application has to be supported by an affidavit].

IN THE COURT OF SH. _____ SENIOR CIVIL JUDGE (DISTRICT _____), DELHI
 IA NO. _____ OF 20..
 IN
 SUIT NO. _____ OF 20..

IN THE MATTER OF:

ABC ..PLAINTIFF/APPLICANT

Versus

XYZ ...DEFENDANT/RESPONDENT

**APPLICATION UNDER ORDER XXXIX R 2-A READ WITH SECTION 151 OF THE
 CODE OF CIVIL PROCEDURE , 1908 ON BEHALF OF THE PLAINTIFF**

MOST RESPECTFULLY SHOWETH:

1. That the above noted suit for injunction is pending before this Hon'ble Court and the contents of the plaint be read as part of this application. The plaintiff/applicant is tenant in suit premises bearing House No....., Uttam Nagar, New Delhi and the defendant is landlord of the same.
2. That on an application U/O 39, R 1 & 2 for interim stay against interference in peaceful possession of the plaintiff/applicant as well as dispossession from the said premises, without due process of law was filed by the plaintiff/applicant against the defendant/respondent alongwith the plaint.
3. That on dt.this Hon'ble Court was pleased to grant interim injunction in favour of the plaintiff/applicant and against the defendant/respondent for not to interfere in the peaceful possession of the plaintiff/applicant and not to dispossess him without due process of law from the suit property.
4. That on dt.the defendant/respondent inspite of the service and knowledge of the above interim injunction orders dt, took forcible possession of the suit premises with the help of anti social elements in utter disregard of the orders of this Hon'ble Court and the applicant/plaintiff's household goods were thrown on the roadside.
5. That the defendant/respondent has thus knowingly and willfully disobeyed and violated the injunction orders issued by this Hon'ble Court on dt. and he is as such guilty of disobedience of the orders of this Hon'ble Court and has

rendered himself liable to be detained in civil imprisonment and attachment of his property. List of properties is attached.

PRAYER:

It is, therefore most respectfully prayed that this Hon'ble Court may be pleased to:

- a) take appropriate action U/O 39 R 2-A of the Code of Civil Procedure and other provisions of law may be taken against the defendant/respondent and his property may be directed to be attached and he may be directed to be kept in civil imprisonment for the maximum term.
- b) direct restoration of the possession of the suit property to the plaintiff/applicant.
- c) any other appropriate orders/directions may also be passed as may be deemed fit in the facts and circumstances of the case in favour of plaintiff/applicant.

Delhi. Plaintiff/Applicant
Dated: Through Advocate

(Note: An affidavit, duly attested by oath commissioner, in support of this application is to be attached with to this application)

* * * * *

BEFORE THE SENIOR CIVIL JUDGE (DISTRICT _____), DELHI
SUIT NO. _____ OF 20..

IN THE MATTER OF,

Mrs. Surjit Kaur Sahi
 Mr. Avinder Singh Sahi
 Both R/o _____, Chandigarh.....PLAINTIFFS

VERSUS

Power Grid Corporation of India Ltd.
 Hemkunt Chamber, Nehru Place, New Delhi-110029
 Through its Chairman/Managing Director... ..DEFENDANT

SUIT FOR EJECTMENT AND DAMAGES FOR
WRONGFUL USE AND OCCUPATION

MOST RESPECTFULLY SHOWETH:

1. The plaintiff being the owners of flat no. _____ Nehru Place, New Delhi let out the said flat to M/s. National Power Transmission Corporation Limited (a Government of India undertaking) now called as Power Grid Corpn. of India Limited, having their registered office at Hemkunt Chamber, Nehru Place, New Delhi-110 019 for a period of three years with effect from(date) vide unregistered Lease deed (copy annexed as Annexure 'A'). The delivery of the possession of the said premises was simultaneous on the said date.

2. That the period of three years referred above starting from 7.10.2005 expire on 16.10.2014. That after the expiry of the said Lease the defendant became a month to month tenant of the plaintiffs.

3. That the plaintiffs being in need of the premises in question approached the defendant for vacation of the same on various dates (*give dates*). However, the defendant who were approached through their officers did not agree to the plaintiff's demand. The plaintiffs thereafter served a legal notice through their Counsel, Shri _____(copy annexed as Annexure 'B') under section 106 of Transfer of Property Act terminating the said tenancy on mid-night of.....(date)

4. That the defendant received the plaintiff's legal notice U/s. 106 of the Transfer of property Act on(date) i.e. clear 15 days before the last day of(date) and thus is a valid notice under the Transfer of Property Act (proof of the service of legal notice is annexed to same as Annexure 'B')

5. That however, the defendant even after receiving the said legal notice have neither vacated the premises nor shown their intention to vacate. Thus the defendant from(date) are in wrongful use and occupation @ Rs. 1,000/- per day as the rate of rent in the area are for such premises prevailing and the plaintiffs have rightly assessed the rate of Rs. 1,000/- per day. The same rate was demanded in the legal notice dated..... That since the premises were needed by the plaintiffs for their own purposes they will have to take on rent the premises of

same size in the same area where the flat is situated and the plaintiffs have done a market survey during the search for the flat and found that the rate of rent in the area is Rs. 100/- to Rs. 150/- per sq. feet. The plaintiffs own flat which is 370 sq. ft. super area will be available in the market for Rs. 37000/- to 55,500/- per month. The plaintiffs does not have means to take on rent a flat for own purposes at such high rates and thus needed the flat and for this reason asked the defendant to vacate the premises.

6. The defendant is presently paying a monthly rent of Rs. 6808/- per month (Rupees six thousand eight hundred eight) for the plaintiffs flat measuring 370 sq. ft. super area. The plaintiffs premises are not governed by Delhi Rent Control Act as the rate of rent is more than Rs. 3,500/- and thus the Hon'ble Court has jurisdiction to try the matter.

7. The cause of action in the present case arose on _____ when the plaintiffs approached the defendant for the vacation of the said flat. The cause of action further arose on _____ when the plaintiffs again approached the officers of the defendant company for the vacation of flat who however did not oblige. The cause of action further arose when the plaintiffs served a legal notice dated 6.6.97 through their advocate Shri Ajit Panday asking the defendant to vacate the same by 30.6.97. The said notice was duly received on 11.6.97 However, the defendant did not vacate the flat in question. The cause of action in the present case is a continuing one.

8. That since the property whose possession is sought is situated in Delhi. The Lease for the premises was executed in Delhi and delivery of possession made in Delhi. And since the premises are not covered by Delhi Rent Control Act. The Hon'ble Court has jurisdiction to try and settle the claim.

9. That the court fee payable has been calculated advalorem as per the chart/section 7 of the Court Fee Act on the annual rent received by the plaintiffs. The annual rent is Rs. 81,696/- (Rupees eight one thousand six hundred ninety six) arrived at by multiplying monthly rent of Rs. 6808/- by 12. On this a court fee of Rs. 3174/- is paid. The plaintiffs undertakes to pay any additional court fee that may be found due by the Hon'ble court.

PRAYER

It is, therefore most respectfully prayed that this Hon'ble Court may be pleased to:

- (i) pass a decree for ejection against the defendant and in favour of plaintiffs ;
- (ii) pass a decree for payment of damages @ Rs. 1,000/- per day for wrongful use and occupation of the flat by the defendant ;
- (iii) Any other relief deemed fit and proper may also be given.
- (iv) Costs of the case may also be given.

Delhi
Dated

PLAINTIFFS
THROUGH
ADVOCATE

VERIFICATION :

Verification at Delhi on ... day..... of , 20... that the contents of paras 1 to are true to our personal knowledge and those of paras ... to are true & correct on the basis of legal advice received and belived to be true. Last para is prayer to the Hon'ble Court.

PLAINTIFFS

[NOTE : This plaint has to be supported by an affidavit]

* * * * *