Sample Affidavit

**Civil Suit No.<<suit\_number>>/2012**   
**<<plaintiff\_name>> son of <<plaintiff\_father\_name>> R/o House No. – Sodiwal Multan Road District, <<district\_name>>.**

***Plaintiff***  **VERSUS**   
**<<defendant\_name>> , (deceased)**   
 **Represented through his legal heirs;**   
**1.<<heir1\_name>>**   
**2.<<heir2\_name>>**   
**3.<<heir3\_name>>**   
 **All R/o <<heirs\_address>>.**

***Defendants***

**\* \* \***

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SUIT** | **FOR** | | **SPECIFIC** | | **PERFORMANCE** | | **OF** | **AGREEMENT** | **DATED 03-06-2007,** | |
| **DECLARATION,** | | | | **POSSESSION** | | **ALONG** | **WITH** | **PERMANENT** | **AND** | **MANDATORY** |
| **INJUNCTION AS WELL AS CONSEQUENTIAL RELIEF IN RESPECT OF LAND MEASURING 9 KANAL 11 MARLAS SITUATED IN VILLAGE KEET, POST OFFICE MUSTAFA ABAD,** | | | | | | | | | | |
| **TEHSIL** | | **CANTT. DISTRICT, LAHORE COMPRISING SALLAM KHATA NO.25, 26** | | | | | | | | |
| **KHATOONI NO. 237-266.** | | | | | | | | | | |

***Respectfully Sheweth:-***

**1.That the addresses given in the caption of the plaint are true and correct for the effective**  **service of summons / notices.**

**2.**  **That the brief are filing the suit are that the defendant namely <<deceased\_name>> (**  **deceased) was the owner in possession of land measuring <<land\_measurement>> comprising Sallam**  **Khata No. <<khata\_number>> bearing Khatooni No. <<khatooni\_number>> situated at <<village\_name>> Post Office**  **<<post\_office\_name>>, Tehsil <<tehsil\_name>> and District <<court\_jurisdiction>>.**

**3.That on <<agreement\_date>> the defendant entered into an agreement to sell with the plaintiff regarding a land measuring <<agreement\_land\_measurement>> against a consideration of Rs. <<consideration\_amount>>/-. The plaintiff at the time of execution of said agreement to sell dated 03-06-<<possession\_year>> paid and an amount of Rs. <<paid\_amount>>/- to the deceased defendant in front of the witnesses which was dully received and acknowledged by the deceased father of the defendants at the time of execution of the agreement to sell. It is pertinent to mention here that the possession of land measuring <<possession\_land\_measurement>>s was handed over to the plaintiff and since then the plaintiff is in physical possession of land measuring 1 kanal and the**

**plaintiff is enjoying the possession of the said land without any interruption from any corner.**

**4.That according to the contents of the agreement sell dated 03-06-2007 no time duration / limitation was mentioned in the said agreement, in this way the time was not the essence of the contract / agreement for the execution of agreement to sell dated 03-06-2007.**

**5.**  **That after getting the possession of land measuring 1 kanal the plaintiff constructed a**  **double story house there upon and since 2007 the plaintiff is in physical possession of the**  **said land and is enjoying in peace full possession without any in eruption.**

**6.That on <<deceased\_death\_date>> the deceased father of the defendants passed away leaving behind the defendants as his legal heirs and after the death of the deceased Faqeer Muhammad the mutation was sanctioned in favor of the defendants vide mutation No. <<mutation\_number>>, hence the defendants became the full owner of the property / land left by the deceased Faqeer Muhammad. It is pertinent to mention here that according to the contents of the agreement to sell dated 03-06-2007 the parties to the agreement made their legal heirs bound for the execution / completion of the said agreement to sell.**

**7.**  **That in the life time of the deceased father of the defendants the time for execution /**  **completion of the said agreement to sell dated 03-06-2007 was extended with mutual**  **consent of both the parties and after the death of the deceased father of the defendants**  **the time for the execution / completion was also extended with mutual consent from**  **time to time.**

**8.**  **That the plaintiff has paid an amount of Rs. 1,70,000/- to the deceased father of the**  **defendants at the time of said agreement to sell and the possession of land measuring 1**  **kanal was handed over to the plaintiff and the plaintiff is willing to perform his remaining**  **part of the agreement by giving balance Rs. <<balance\_amount>>/- to the defendants and afterwards the**  **defendants are bound to get a registered sale deed executed in favour of the plaintiff**  **regarding the land measuring 9 kanals 11 marlas.**

**9.That the defendants are bound to receive/ take the balance amount of Rs. 5,000/- from the plaintiff and to execute a registered sale deed in favour of the plaintiff as according to the contents of the agreement to sell dated 03-06-2007 the defendants after receiving the amount of consideration from the plaintiff have left with no rights / titled / concern in any manner whatsoever with the suit property.**

**10.That few days ago the plaintiff through reliable sources came to know that the defendants**

**with malafide intention and some ulterior motives are trying to sell / alienate the suit property to some third persons illegally and unlawfully for which they have no right / titled in manner whatsoever.**

**11.That the plaintiff coming to know about the said factum of sale many a times approached the defendants and asked them to take Rs. 5,000/- from the plaintiff and to execute the registered sale deed in favour of the plaintiff regarding the land measuring 9 kanals 11 marlas also to hand over the vacant possession of the land measuring <<remaining\_land\_measurement>> to the plaintiff, but the defendant firstly lingered on the matter on one pretext or the other and finally 2/3 days ago the defendants flatly refused to do the needful, hence the necessity of file the instant suit arose.**

**12.That the suit falling under clause II of section 113 of the limitation act is within time**  **from the date of refusal.**

**13.That as the suit land is situated within the jurisdiction of Lahore, this court is competent**  **to entertain and adjudicate on this suit.**

**14.That the value of the suit for the purpose of court fee come to Rs. <<court\_fee>>/- on the sale price of Rs. 1,75,000/- and this court fee shall be fixed as and when available from the treasury, wherein this amount has already been deposited. Necessary permission for making up the deficiency may please given.**

**PRAYER:**

***Under* the circumstances and submission expounded above, it is therefore, humbly prayed that the defendants be directed first to get clear the Dakheelkari rights ( from the landlord-Punjab Govt.) and then get registered the sale deed as agreed upon.**

***Any* other relief to which this honourable court deems fit and appropriate in favour of the plaintiff may also be awarded. Cost of the suit may also be awarded.**

***Plaintiff***

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| **Through:-** | **Mudaber Hussain Qureshi Advocate High Court**  **Session Court, Lahore.** |