

**[City/District Name]**

**Civil Suit No. \_\_\_\_\_ of 20\_\_**

**Between:**

**Mr. Rajesh Kumar**

S/o Mr. Mohan Kumar,  
R/o 123 Green Valley Road,  
Delhi – 110001.

*... Plaintiff*

**AND**

**Mr. Amit Sharma**

S/o Mr. Ramesh Sharma,  
R/o 45 New Town Colony,  
Delhi – 110003.

*... Defendant*

**PETITION FOR CIVIL SUIT UNDER SECTION 9 OF THE CODE OF CIVIL PROCEDURE,  
1908 FOR BREACH OF CONTRACT**

**The Plaintiff Most Respectfully Submits:**

1. **That**, the Plaintiff is a law-abiding citizen residing at the aforementioned address and is entitled to file the present suit.
2. **That**, the Defendant is also a resident of the above-mentioned address and is liable for the acts described herein.
3. **That**, on 10th March 2024, the Plaintiff entered into a written contract with the Defendant, who is a building contractor, for renovation of the Plaintiff's residential house situated at 123 Green Valley Road, Delhi. The total contract amount was ₹5,00,000 and the project was to be completed by 30th April 2024.
4. **That**, the Plaintiff paid an advance amount of ₹2,50,000 on the date of agreement, and the rest was to be paid upon completion.
5. **That**, the Defendant failed to commence the work on time and did not make any significant progress despite multiple reminders. The work remains incomplete to date.

6. **That**, due to this delay and breach of agreement, the Plaintiff suffered mental agony and financial loss, as he had to make alternate arrangements and is also facing penalty from housing authorities.
7. **That**, a legal notice dated 10th May 2024 was sent to the Defendant, but no response or action was taken.
8. **That**, the cause of action arose on 30th April 2024 and continues to arise as the Defendant has not fulfilled the contract obligations.
9. **That**, this Hon'ble Court has jurisdiction to try and entertain the present suit as the cause of action arose within its territorial limits.