

LEGAL DRAFT – JAMMU & KASHMIR

CLIENT INFORMATION

Name: muzammil

Phone: 9989984984

Email: muzzu@gmail.com

Address: handwara

CASE DETAILS

Case Type: civil

Case Number: c-12421

Court Name: High Court J& K

Filing Date: 2025-11-19

OPPOSING PARTY

Name: Abdul Saboor

Address: IMAMSAHIB SHOPIN 121

DRAFT CONTENT

IN THE HON'BLE HIGH COURT OF J&K AND LADAKH

AT SRINAGAR

(CIVIL ORIGINAL JURISDICTION)

CIVIL MISC. PETITION NO. C-12421 OF 2025

Muzammil,

S/o [Father's Name],

R/o Handwara,

Union Territory of Jammu & Kashmir.

Phone: 9989984984, Email: muzzu@gmail.com

...Applicant/Petitioner

Versus

Abdul Saboor,

R/o Imamsahib Shopin 121,
Union Territory of Jammu & Kashmir.
...Respondent/Defendant

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LIST OF DATES AND EVENTS

Date	Particulars
[Date(s) of loan]	The respondent/defendant advanced loan sums to the applicant.
14-08-2025	Due date for repayment of the loan amount as agreed.
[Date(s) of notices]	Several notices were issued to the respondent for repayment.
19-11-2025	Filing date of the present petition before this Hon'ble Court.

SYNOPSIS

Most respectfully sheweth that the applicant had advanced certain loan amounts to the respondent with a clear understanding that the same would be repaid on or before 14th August 2025. Despite repeated requests and issuance of several notices, the respondent has failed to make repayment. Therefore, the applicant is compelled to approach this Hon'ble Court seeking appropriate relief for recovery of the loan amount along with interest as permissible under law.

PETITION

****MOST RESPECTFULLY SHOWETH:****

1. That the applicant/petitioner is a resident of Handwara, Union Territory of Jammu & Kashmir and is engaged in lawful business/occupation.
2. That the respondent/defendant Abdul Saboor, residing at Imamsahib Shopin 121, Union Territory of Jammu & Kashmir, had on various occasions taken loans from the applicant amounting to substantial sums of money.
3. That it was mutually agreed between the parties that the respondent would repay the entire loan amount on or before 14th August 2025.

4. That despite the clear terms of repayment, the respondent has failed and neglected to repay the loan amount till date.
5. That the applicant has issued several notices calling upon the respondent to repay the said amounts, but the respondent has neither responded nor complied with the terms of the loan agreement.
6. That due to the breach of agreement on the part of the respondent, the applicant has suffered lawful financial loss and hardship.
7. That the matter falls within the jurisdiction of this Hon'ble High Court as per the provisions of the Jammu & Kashmir Reorganisation Act, 2019 considering the pecuniary value and the nature of dispute.
8. That the applicant has approached this Hon'ble Court in a bona fide and lawful manner and prays for just and equitable relief.

****PRAYER****

In view of the above, it is therefore most respectfully prayed that this Hon'ble Court may kindly be pleased to:

- a) Direct the respondent to repay the entire loan amount along with interest at the legal rate from 15th August 2025 till realization;
- b) Award the cost of this petition to the applicant;
- c) Grant any other relief or order as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.

AND FOR THIS ACT OF KINDNESS, THE APPLICANT AS IN DUTY BOUND SHALL EVER PRAY.

VERIFICATION

I, Muzammil, S/o [Father's Name], R/o Handwara, do hereby verify that the contents of paragraphs 1 to 8 above are true to my knowledge and belief, and the rest are based on information received and believed to be true. Verified at Handwara on this 19th day of November, 2025.

(Signature)

Muzammil

Applicant/Petitioner

Place: Handwara

Date: 19-11-2025

****Note:**** The draft is prepared in conformity with the Jammu & Kashmir Reorganization Act, 2019 and relevant procedural laws applicable in the Union Territory of Jammu & Kashmir.

Advocate's Signature

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