



LL.B. V Term

LB – 502

Drafting, Pleadings and Conveyance

Prepared by

Naresh Mahipal
Diksha Munjal Shankar
Isha Wadhwa Sharma
Sneh Yadav
Pooja Devi
Aklavya Anand

**FACULTY OF LAW,
UNIVERSITY OF DELHI**

2025

(For Private Circulation only)

LL.B. V Term

Paper: LB – 502 - Drafting, Pleadings and Conveyance

Note: This is a kind of practical paper, related to purely procedural aspect of the legal profession, wherein it is difficult to explain the concepts theoretically. Depending upon the facts of a particular matter students, in the capacity of a lawyer, would be required to do **'Drafting'** of:

- various applications, petitions and replies etc. of a particular litigation – which constitute part of the court proceedings –falling under **'Pleadings'**; and
- documents, reflecting **conveyance** of property from one person to another person. Depending upon the nature of such dealings/transactions between the parties qua that property nomenclature of such a document is done. This part falls under **'Conveyancing'**.

In this scenario, the students would be required to undertake, under this subject, to do these practical exercises in the class itself under the guidance of their teacher, after recollecting what they have learnt in the other substantive subjects during their LL.B. Course. For that reason, no specific book is being recommended for the present paper. Therefore, keeping in view the nature of this paper, there is no substitute of class – lectures of the present subject.

PURPOSE OF LAW IS TO HAVE PEACE IN THE SOCIETY

It is needless to emphasize the importance of peace in society, since we cannot enjoy life to its fullest extent without peace. This aspect is further substantiated in terrorist-stricken world of today, where in the agenda of every world leader 'peace' finds top priority. In fact, peace means and exists when there is no dispute. The dispute arises only when a person claims his right over a particular thing and the same is disputed by the other, which creates tension and ultimately leads to breach of peace. Here law plays a very vital and significant role in the society, because through justice delivery system it adjudicates these kinds of disputes, arising out of clash of interests amongst the people.

LAW CAN BE SUBSTANTIVE LAW OR PROCEDURAL LAW

The law can be substantive law or procedural law. The substantive law is the one which actually decides the rights, liabilities and duties of the respective persons. On the other hand, the procedural law is the one which lays down guidelines as to how to decide those rights, liabilities and duties. In other words, the procedural law lubricates substantive law. It helps in determining the rights, liabilities and duties of the litigants. It is procedural law which puts life into the substantive law by providing remedy for enforcement of those rights and liabilities. In this way, both the branches of law are complementary to each other and at the same time independent of each other. Indian Penal Code, 1860, Customs Act, 1962, Prevention of Food

Adulteration Act, 1954, Sale of Goods Act, 1930, Transfer of Property Act, 1982 and Rent Control Legislations, etc. are the examples of substantive laws, whereas Code of Criminal Procedure, 1973, Code of Civil Procedure, 1908, Indian Evidence Act, 1872, etc. are procedural laws. However, there are certain laws, regarding which, due to the nature of their provisions and the object, for which they were legislated, it is difficult to point out as to whether they are substantive laws or procedural laws. In such cases, on one hand the provision of such a law provides procedure for enforcement of certain rights and at the same time violation of that procedure leads to taking away of that substantive right of the violator. For example, under the Registration Act, 1908 if a particular document, which requires compulsory registration, is not registered then the party to that document, claiming right on the strength of the contents of the said document would not be able to establish his substantive right under that unregistered instrument.

PLEADINGS

It would be beneficial to distinguish between the pleadings and conveyancing. The dictionary meaning of the term 'plead' means 'to state and argue a case'. Therefore, pleading comprises of respective contentions of the parties in a dispute, which are reduced into writing. 'Pleadings', under Civil as well as Criminal Law, meant that to determine what the parties were currently fighting about. Pleading is the beginning stage of a lawsuit in which parties formally submit their claims and defences. In Civil proceedings the plaintiff submits a plaint stating the cause of action -- the issue or issues in controversy. The defendant submits an answer- the reply- the written statement- stating his or her defences and denials. In other words, it is nothing but the formal presentation of claims and defences by parties to a lawsuit. Therefore, it includes every legal document filed in a lawsuit, petition, motion and/or hearing, including complaint, petition, answer/reply, rejoinder, motion, declaration and memorandum of points and authorities (written argument citing precedents and statutes).

Hence, the term pleading would be applicable to the Court proceedings including filing of the complaint/plaint, etc., replies thereto and other incidental documents related to the dispute filed by either of the parties. Needless to mention here that, our legal system is adversary legal system wherein there are two contesting parties. One party stakes its claim or right to a particular thing, which is disputed by the opposite side before the Court. Under these circumstances each of the parties in support of its claim files in writing various contentions and submissions in terms of the different provisions under the law before the Court. All these documents constitute pleadings. It is only after the completion of the pleadings that a matter is argued and subsequently the dispute is adjudicated by the Court. Under this part of the subject, we would be learning drafting of various kinds of pleadings, as mentioned in the syllabus.

CONVEYANCING

On the other hand, the dictionary meaning of the 'conveyance' is 'an act by which property is conveyed or voluntarily transferred from one person to another by means of a written statement and other formalities'. It also means 'instrument' itself. Therefore, the term conveyancing does not apply to the Court proceedings, rather it is applicable to the instrument, which have been documented not for the purpose of Court proceedings, rather for the purpose of creating

evidence of a particular transaction, which may be used before the Court in case of any dispute. So broadly speaking the pleading and conveyancing may be distinguished by simply stating that while the pleadings are applicable to Court proceedings and conveyancing is applicable to the documentation done outside the Court and not meant for the Court proceedings particularly, though they may be used in the Court proceeding, in order to substantiate a particular contention, claim or submission. Under this part of the subject, we would be learning drafting of diverse documents, reflecting different kinds of transactions between the parties, as mentioned in the syllabus.

Prescribed Books:

1. S.N. Dhingra and G.C. Mogha, *Mogha's Law of Pleadings in India with Precedents* (Eastern Law House, 18th edn., Kolkata, 2013).
2. M.C. Agarwal and G.C. Mogha, *Moghs's Indian Conveyancer* (Eastern Law House, 14th edn., Kolkata, 2016).
3. C.R. Datta and M.N. Das, *De Souza's Forms and Precedents of Conveyancing* (Eastern Law House, Kolkata, 2017).
4. M.R. Mallick and Sukumar Ray, *Ganguly's Civil Court: Practice and Procedure* (Eastern Law House, 14th edn., Kolkata, 2016).

Prescribed Legislation:

The Code of Civil Procedure, 1908, Orders VI to VIII

PART - A: PLEADINGS

- | | | |
|-----|-------------------------|-----|
| I. | DRAFTING RULES & SKILLS | 1-9 |
| II. | FORMS OF PLEADINGS | |

CIVIL PLEADINGS

1	Suit for recovery under Order XXXVII of the Code of Civil Procedure 1908	10-12
2	Draft Affidavit	13
3	Suit for Permanent Injunction	14-16
4	Application for Temporary Injunction under Order XXXIX Rules 1 and 2 of the Code of Civil Procedure, 1908	17-18

5	Application under Order XXXIX, Rule 2-A of the Code of Civil Procedure, 1908	19-20
6	Application under Order XXXIII read with Section 151 of the Code of Civil Procedure, 1908 to sue as an Indigent Person	21-22
7	Suit for Ejectment and Damages for Wrongful Use and Occupation	23-25
8	Suit for Specific Performance of Contract	26-27
9	Model Draft Written Statement	28-30
10	Caveat under section 148-A of the Code of Civil Procedure, 1908	31-32
11	Transfer Petition (Civil) under section 25 of the Civil Procedure Code, 1908	33-35
12	Application for the Execution of Decree	36-37

MATRIMONIAL PLEADINGS

13	Petitions under the Matrimonial Pleadings-Introduction	38-39
14	Petition for Restitution of Conjugal Rights under Section 9 of the Hindu Marriage Act, 1955	40-42
15	Petition for Judicial Separation under Section 10 of the Hindu Marriage Act, 1955	43-44
16	Petition for Dissolution of Marriage by Decree of Divorce under Section 13 of the Hindu Marriage Act, 1955	45-47
17	Petition for Dissolution of Marriage by Decree of Divorce under Section 13B(1) of the Hindu Marriage Act, 1955	48-49
18	Draft affidavit for matrimonial pleadings	50

PLEADINGS UNDER INDIAN SUCCESSION ACT, 1925

19	Petition for Grant of Probate in High Court	51-53
20	Petition for Grant of Letters of Administration	54-56
21	Petition for Grant of Succession Certificate	57-58

PETITIONS UNDER CONSTITUTIONAL LAW

22	Writ Petition- Meaning	59-61
23	Writ Petition under Article 226 of the Constitution of India	62-63
24	Writ Petition (Cri.) for Enforcement of Fundamental Rights	64-67
25	Special Leave Petition (Civil) under Article 136 of the Constitution of India	68-71
26	Special Leave Petition (Criminal) under Article 136 of the Constitution of India	72-75

PLEADINGS UNDER CRIMINAL LAW

27	Application for Regular Bail	76-77
28	Application for Anticipatory Bail	78-79
29	Complaint under section 138 of the Negotiable Instruments Act, 1881	80-81
30	Application under section 144 Bharatiya Nagarik Suraksha Sanhita, 2023	82-83

OTHER MISCELLANEOUS PLEADINGS

31	Complaint under the Consumer Protection Act, 2019	84-86
32	Contempt Petition under Section 11 and 12 of the Contempt of Courts Act, 1971	87-88
33	Petition under section 12 of the Protection of Women from Domestic Violence Act, 2005	89-91

PART B: CONVEYANCING

I.	COMPONENT PARTS OF A DEED	92-100
II.	FORMS OF DEEDS AND NOTICES	

1	Will	101-103
2	General Power of Attorney	104-105
3	Special Power of Attorney to execute Sale Deed	106
4	Agreement to sell	107-109
5	Sale Deed	110-112
6	Lease Deed	113-116
7	Mortgage Deed	117-118
8	Partnership Deed	119-120
9	Relinquishment Deed	121-122
10	Gift Deed	123-125
11	Notice under section 106 of The Transfer of Property Act, 1882	126
12	Notice under section 80 of Civil Procedure Code, 1908	127-128
13	Notice under Section 138 of the Negotiable Instruments Act, 1881	129-130

The forms of pleadings/deeds enlisted above are only illustrative and not exhaustive. The pleadings/deeds are to be drafted on different grounds/facts.

IMPORTANT NOTE:

1. The topics and cases given above are not exhaustive. The teachers teaching the course shall be at liberty to add new topics/cases.
2. The students are required to study the legislations as amended up-to-date and consult the latest editions of books.

DRAFTING RULES & SKILLS

Drafting in general means, putting one's own ideas in writing. Drafting of any matter is an art. Drafting of legal matters requires greater skills and efficiencies. It requires thorough knowledge of law, procedure, settled judicial principles, besides proficiency in English language. A perfect drafting of matters in relation to suits, applications, complaints, writ petition, appeals, revision, reviews and other such matters connected therewith shall obviously lead to good result in terms of money, time, energy and expectation of not only the learned members of the Bench, but also the Bar as well as the parties to the litigation. It creates a congenial atmosphere where the glory of the judiciary and the Law grows to sky-heights. So is the case with regard to the drafting of conveyance/deeds.

Drafting, Pleadings and Conveyance (DPC) is made as a compulsory practical subject forming part of the curriculum of the Law Course in India. It envisages, *inter alia*, drafting of civil pleadings; criminal complaints and other proceedings; writ petition, appeal-civil, criminal; and also SLP; contempt petition, interlocutory applications, etc. A student who acquires the requisite knowledge, perfection and proficiency in drafting of these matters, shall undoubtedly become a perfect legal professional.

History of Pleadings

The method of arriving at an issue by alternate allegations has been practised in the civilized countries from earliest times. The art of pleadings apparently is as ancient as any portion of our procedural law. In ancient India it certainly existed but not in the present form. The art of pleading is also traceable in substantially the same form in England in the days of Henry II. The "issue" was found in the first year of the reign of Edward II. It shows that the art of arriving at an issue was not only practised during the reign of Edward II but had been practised even before "for an issue had not been only the constant effect, but the professed aim and the object of pleading". At first the pleadings were oral. The parties appeared in person in open Court and oral altercation took place in the presence of the judges. These oral pleading were conducted either by the party himself or by a person who was an eloquent orator and well versed in *Dharma Sastras* and *Quran* whom people generally called *Pandit* and *Maulvi* in ancient and medieval India respectively. In English countries such person was called *narrator* and *advocates* before the adoption of this present lawyers' institution. *The Pandits, Maulvis* and *narrators* helped Kings and Judges in the administration of justice in those days.

The duty of the King and the judge was to superindent i.e., to 'moderate' the oral contentions conducted before him. His aim was to arrive at some specific point or matter affirmed on the one side, and denied on the other, and accordingly the parties were said to be 'at issue' and the pleadings were over. The parties, then, were ready to go before a jury if it were at issue. In those days the judges were very strict and they never allowed more than one issue in respect of each cause of action. When a defendant has more than one defence to the plaintiff's claim he had to elect one out of the defences. Since the reign of Queen Victoria, the parties were allowed to raise more than a single issue, either of law or fact.

During *Viva voce* altercation an officer of the court was busy writing on a parchment roll an official report of the allegation of the parties along with the act of Court which together was called record. As the suit proceeded similar entries were made from time to time and on the completion of the proceedings, the roll was preserved as perpetual judicial record. When each pleader in turn started borrowing parchment roll and entered his statement thereon himself, the oral pleading fell into disuse on the obvious defect. Later, with the development of print machinery, paper etc. the method of drawing up the pleading on the plain paper and their interchange between parties started and this happened probably in the reign of Edward IV. The Judicature Act 1873 in England brought in many reforms in the realms of pleading. The modern Indian law of pleading like any other law is based on English system. Civil pleading is governed by the Code of Civil Procedure which lawyer has to master over for the thorough knowledge of practice and procedure required in a civil litigation.

Meaning of Pleadings

Pleadings are the statement of facts in writing drawn up and filed in a court by each party to the case stating therein what his contention shall be at the trial and giving all such details as his opponent will need to know in order to prepare his case in answer. In India there are only two pleadings in a suit as defined under Order 6, Rule 1 of the Code of Civil Procedure, it says that pleading means “Plaint or Written Statement”. This definition is not very clear in itself. The plaint and written statement are defined as:

(a) **Plaint:** A statement of claims, called the “plaint” in which the plaintiff sets out his cause of action with all necessary particulars; and

(b) **Written Statement:** A statement of defences, called the “written statement” which the defendant deals with every material fact alleged by the Plaintiff in the plaint and also sets any new facts which tells in his favour, adding such objection as he wishes to take to the claim.

Beside the plaint and the written statement, other pleadings that may be filed, may be divided under two heads: (i) subsequent pleadings, and (ii) additional pleadings.

(i) **Subsequent Pleadings:** The only subsequent pleading which is filed as a matter of right, without the leave of the court, is a written statement of a plaintiff by way of defence to a plea of set-off set up by a defendant in the written statement of his defences. No other pleading subsequent to the written statement of a defendant other than that by way of defence to a plea of set off can be presented except with the leave of the court and upon such terms as the court may think proper. But the court may at any time require a written statement or an additional written statement from any of the parties and fix a time for presenting the same (O.8, R.9). Any ground of defence which has arisen after the institution of the suit or the presentation of the written statement, may be, raised by the plaintiff or the defendant as the case may be, in his written statement (O.8, R.9). This is also a subsequent pleading. The subsequent pleading, i.e.,

this written statement in some states is also termed as “replication”. This term was formerly used in England where plaintiff’s written statement is now called “reply”.

(ii) **Additional Pleading:** Although no pleading subsequent to the written statement of a defendant other than by way of defence to a plea of set-off can be presented without the leave of the court, yet the court may at any time require a written statement or additional written statement from any of the parties, i.e., plaintiff or defendant or both (O.8, R.8). The additional pleadings are not subsequent pleadings in the true sense of the term. They are pleading by way of further and better statement of the nature of the claim or defence or further and better particular of any matter in the pleadings. These pleading may be ordered under order 6, rule 5 of the Code of Civil Procedure.

Under the English Law, pleading has been defined as follows: “pleading includes any petition or summons and also include the statement in writing of the claim or demand of any plaintiff and of the defence of any defendant thereto and of reply of the plaintiff to any counter-claim of a defendant.”

Function and Object of Pleadings

The object of pleadings is to assist the court and the parties to the dispute in its adjudication. Stable. J., in *Pinson v. Lloyds Bank Ltd.*, (1941) 2 K.B. 72, has expressed the function of pleading in the following words:

“The function of a pleading is not simply for the benefit of the parties and perhaps primarily for the assistance of a Court by defining with precision the area beyond which without the leave of the court, and consequential amendment of pleading, conflict must not be allowed to extend.”

The object of pleading is to give a fair notice to each party of what the opponent’s case is to; ascertain with precision, the points on which the parties agree and those on which they differ and thus to bring the parties to a definite issue. The purpose of pleading is also eradicating irrelevancy. The parties, thus themselves know what are the matters left in dispute and what facts they have to prove at the trial. They are saved from the expense and trouble of calling evidence which may prove unnecessary in view of the admission of the opposite party. And further, by knowing before hand, what point the opposite party raise at the trial they are prepared to meet them and are not taken by surprise.

Truly speaking the object of the pleading is to narrow down the controversy of the parties to definite issue. The sole object of pleadings is that each side may be fully active to the question that are about to be argued in order that they may have an opportunity of bringing forward such evidence as may be appropriate to the issues. The court has no power to disregard the pleading and reach conclusions that they think are just and proper.

A select committee of eminent lawyers having knowledge of Indian conditions was appointed to frame the present Code of Civil Procedure which has been amended and redrafted in 1976.

Order 6, 7 and 8 of the Code of Civil Procedure are very important from the point of view of drafting of pleadings. Appendix A to the Code of Civil Procedure contains some model form of pleadings which are useful.

The pleading should always be drawn up and conducted in such manner so as to evolve some clear and definite issues i.e., some definite propositions of law and/or fact, asserted by one party and denied by the other. But both the parties must agree on the points sought to be adjudicated upon in action. When this has been fairly and properly ascertained then following advantages flow from pleadings:

- (i) It is for the benefit of the parties to know exactly what are the matters left in dispute. They may discover that they are fighting about nothing at all; e.g., when a plaintiff in an action of libel finds that the defendant does not assert that the words are true, he is often willing to accept an apology and costs, and so put an end to the action.
- (ii) It is also a boon to the parties to know precisely what facts they must prove at the trial; otherwise, they may go through great trouble and expense in procuring evidence of facts which their opponent does not dispute. On the other hand, if they assume that their opponent will not raise such and such a point, they may be taken suddenly by surprise at the trial.
- (iii) Moreover, it is necessary to ascertain the nature of the controversy in order to determine the most appropriate mode of trial. It may turn out to be a pure point of law, which should be decided by judge.
- (iv) It is desirable to place on record the precise question raised in the action so that the parties or their successor may not fight the same battle over and again.

Fundamental Rules of Pleadings

The English law of pleading has got four fundamental rules of pleading upon which Order 6 of the Code of Civil Procedure is based which are set out as under:

1. Every pleading must state facts and not law.
2. It must state all material facts and material facts only.
3. It must state only the facts on which the party's pleading relies and not the evidence by which they are to be proved; and
4. It must state such facts concisely, but with precision and certainty.

(1) Facts, not law

The first fundamental rule is that neither provisions of law nor conclusions of law should be alleged in a pleading. The pleading should be confined to facts only and it is for the judge to draw such inference from those facts as are permissible under the law of which he is bound to take judicial notice.

Illustration:

It will not be sufficient to state that 'Abu Mohammad made a gift of his property' to the plaintiff. The plaintiff should allege here the gift was made, how it was accepted and how possession was delivered; because these are the facts which constitute a valid gift under Muslim Law. To allege that 'Abu Mohammad made a gift' will be a conclusion of law from the facts which are not to be state directly in the pleading.

In a suit for damages for negligence, it is not enough for the plaintiff to state that the defendant has been guilty of negligence' without showing how and in what respect he was negligence and how he became bound to use due care to prevent an injury to other.

When then defendant has to reply to the claim of the plaintiff in a money suit, it is not sufficient for him to state that 'the defendant does not owe to the plaintiff'. But he must allege such fact which goes to prove that in the circumstances the defendant does not owe to the plaintiff. The defendant should state that he never borrowed from the plaintiff, or good were never ordered, or were never delivered, or that they were not equal to the sample.

It is not sufficient in a suit upon a contract for the defendant to, merely, plead the 'the contract is rescinded', the defendant must plead in what manner and by what means he contends that is was rescinded.

The reason for not mentioning the law in the pleading is that it is the duty of the court to find out and examine all plea of Law that may be applicable to the facts of the case. However, the parties can make their submission about law any time. For example, the non maintainability of the suit which is a point of law can be urged although no specific plea has been raised in the pleading. The rule that every pleading must state facts and not law or an interference of law has got following exceptions:

- (a) **Foreign Laws:** The courts do not take any judicial notice of foreign laws and hence they must be pleaded as facts. The status of the foreign country intended to be relied upon should be set-forth as substantially as any other facts.
- (b) **Mixed question of Laws and facts:** Where a question is one of mixed law and fact, it is permissible and proper to plead both the facts and the legal conclusion. For instance, the defendant may say that the suit is barred by the law of limitation, or he may say he is entitled to set off after narrating the facts on which he bases his conclusions.
- (c) **Condition precedent:** The Code of Civil Procedure provides that any condition precedent the performance of which is intended to be contested shall be distinctly specified in the pleading of the plaintiff or defendant (Order 6, Rule 6 of C.P.C.), as for instance, the legality of the notice under section 80, CPC.
- (d) **Custom and Usage of Trades:** Custom and usage of any trade and business shall be pleaded like any other facts, if a party wants to rely on them. But a custom repeatedly brought before Court and recognised by them regularly is deemed to have acquired the force of law and need not be pleaded. For example, an occupancy tenant is entitled by local custom and usage to cut trees growing upon his holding it is not necessary for the occupancy tenant to plead this

custom, if he wishes to rely on this right to cut the trees. Similarly, a party who wishes to rely on the usage of a particular trade and business and if it is at variance with any provision of the Contract Act, he must not plead the usage of such trade and business with its detailed incident. If it is not pleaded, no evidence to prove it shall be admitted.

(e) The facts of negligence, right or liability, unlawful or wrongful act should be specifically pleaded. Every plea of fact should be specifically raised and proved.

(2) Material facts

The second fundamental rule of pleading is that every pleading shall contain only a statement of material facts on which the party pleading relies for his claim or defence. This rule has been enunciated in Order 6, Rule 2 of the Code of Civil Procedure. The omission to observe this rule may increase the difficulty in the Court's task of ascertaining the rights of the parties.

Now, the question arises what are material facts?

The facts which are essential to the plaintiff's cause of action or to the defendant's defence. It can be said that fact is material for the pleading of a party which he is bound to prove at the trial unless admitted by the other party before he can succeed in his claim or defence. If one is in reasonable doubt about a particular fact as a material fact it is better for him to plead that fact rather than omit it because unless a fact is pleaded, he shall not be allowed to prove it at the hearing of the suit. A plea of fraud and misrepresentation in a suit must set forth full particulars of fraud and misrepresentation, because these particulars constitute material facts unless raised by the plaintiff or the defendant in his pleading, he will not be allowed to prove at the trial.

Of course, a material fact can be inserted in the pleading by amendment which is the right of the plaintiff and defendant; but when a pleading is amended one is likely to be saddled with the cost of other side. When suit is brought under a particular statute, all facts which are necessary to bring the suit under the statute must be alleged. When a rule of law applicable to a case has an exception to it, all facts are material which tends to take the case out of the rule or out of exception. For instance:

- (1) If a childless Mohammedan widow claims one-fourth share in the property of her husband as allowed by Shia law, she must allege that her husband was a Shia.
- (2) Where a plaintiff claims an alternative relief, he must plead facts entitling him, for such relief.
- (3) Where the question of age or time affects the right of the parties, the facts should be specifically pleaded.
- (4) Where a plaintiff sues on the basis of a title he must state the nature of the deed from which he has derived title.
- (5) The plea that a woman claiming maintenance has lost her right due to continuous desertion or living in adultery should be specifically raised.
- (6) Where the plea is based on custom, it must be stated in the precise form what the custom is. For instance, if a childless Mohammedan widow claims one-fourth share in the property of her husband as allowed by Shia Law, she must allege that her husband was a Shia.

The following are exception to this fundamental rule of pleading.

(a) **Content of documents:** Whenever the contents of document are material, it shall be sufficient in any pleading to state the effect thereof as briefly as possible without setting out whole or any part thereof unless any precise words thereof are material.

For instance, if plaintiff's claim is based on a sale-deed, it is sufficient to state that "defendant has sold the property to the plaintiff by a sale-deed dated....."

(b) **Matters of Inducement:** It means introductory or prefatory facts which should be stated in the first and second paras in the body of the plaint or written statement. Though it is not necessary yet sometimes it is desirable to commence a plaint with some introductory allegations stating who the parties are, what business they carry on how they are related and connected and other surrounding circumstances leading up to the dispute. Though these are not material facts yet these are allowed in England and hence in India too. But the matter of inducement should be reduced to the minimum need.

(3) Facts, Not Evidence

The third fundamental rule of pleading has been laid down by Order 6, rule 2 of the Code of Civil Procedure. It says that every pleading must contain a statement of material facts but not the evidence by which they are to be proved. The material facts on which a party relies are called *Facta Probanda*, i.e. the facts to be proved, and they should be stated in the pleadings. The evidence or facts by which *Facta Probanda* are to be proved are called *Facts Probandia*, and they are not to be stated in the pleadings. *Facta Probanda* are not the facts in issue but only relevant facts which will be proved at the trial in order to establish facts in issue. For instance, in a suit of damages for malicious prosecution the plaintiff should only allege in the plaint that the defendant was actuated by malice in prosecuting him. He must not allege that he had previously given evidence against the defendant and the defendant had vowed to take revenge. The plaintiff is by all means entitled to tender evidence to prove this fact. Secondly, in a policy of life insurance, the condition that the policy shall be void, if the holder dies of his own hand, in the defence it is not necessary to state that the assured brought the pistol a few days before his death and made all preparation to kill himself. It is sufficient to state in defence that the assured died of his own hand. In some cases where the facts in issue and relevant facts are so mixed up that it is very difficult to separate them and if it is so the relevant facts may be stated. For example, where custom is based on village administration paper, which is the basis of claim and its sole proof. In such cases the record has to be pleaded.

(4) Concise Form with Precision and Certainty

The material facts must be stated in a summary form, succinctly and in a strict chronological order. All unnecessary allegations and their details should be omitted in order to attain brevity in pleadings. Pleading is not a place for fine writing but only assertion of hard facts. It is desirable to go straight to the point and state fact, boldly, clearly and concisely and to avoid all paraphrasing and all circumlocutions. As far as possible an active voice should be preferred to passive in pleading. The same person or thing should be called by the same name throughout

the pleading. The pleading shall be divided into paragraph numbered consecutively. Dates sums and numbers shall be expressed in figures, even though the pleading should be concise, it should never be obscure. It should be both concise, as well as precise. The parties cannot change the case and get the relief.

A good pleader should bear in mind the following points in relation to a pleading:

- i. Describe the names and places accurately and spell them correctly and adopt the same spelling throughout.
- ii. One should always avoid the use of pronoun as 'He', 'She', 'This', or 'That'. The plaintiff or the defendant should not be addressed by their names at some place and at some place by the word 'Plaintiff' and 'Defendant', call them throughout your pleading by the expression 'the plaintiff' and 'the defendant' as the case may be. Where one has to distinguish between two or more plaintiffs or defendants, they can be referred to as 'the plaintiff Ramashankar' or 'the defendant-Hariharan' as the case may be.
- iii. A lawyer should allege all facts boldly and plainly. He should use the language of the document or the act itself; and he should not invent his own language however correct it may be, e.g. of a policy becomes void in case, "the assured shall die of his own hand." Now, in this case while drafting the pleading instead "the assured killed himself" or he committed suicide," plead that "the assured died of his own hand."
- iv. A lawyer should allege all facts boldly and plainly. He should avoid ifs and buts. As far as possible complex sentences should also be avoided. Facts should not be repeated. Pleading should be divided into separate paragraphs and as far as possible only one fact should be contained by one paragraph embodying all necessary particulars in the pleading.
- v. Every pleading shall be signed by the party and his advocate and, if the party is unable to sign the pleading it may be signed by this agent.
- vi. Every pleading shall be verified by the party or the parties. Verification can also be made by any other person if acquainted with the facts of pleadings. False verification is an offence punishable by the Indian Penal Code.
- vii. In cases where a corporation is a party, pleading may be verified by Secretary or by the director or by any other principal officer of that corporation who is able to depose the facts of the case. In verification clause one should denote according to the numbers of paragraph what he verified out of his own knowledge and what he verified upon the information received and believed to be true.

Alternative Pleas:

Law does not prohibit a plaintiff from relying on several distinct and different rights in the alternative or a defendant from raising as many distinct and separate defences as he like. For example, a plaintiff may sue for possession of a house belonging to A, as an adopted son of A, and in the alternative under a will executed by A in the plaintiff's favour. A plaintiff may claim proprietary right in a land, or, in the alternative easementary right in an action for pre-emption the defendant is not prohibited from setting up a plea of estoppels in addition to a plea of denial of custom of pre-emption. A Hindu person claiming under a sale deed from a Hindu widow

may support his claim by pleading that the widow separated during the life time of her husband and hence she was the owner of the property which she had sold to him, or in the alternative the widow was in possession for over 12 years and thus became owner by adverse possession.

A defendant in money suit due on promissory note against him may plead that he did not execute the promissory note, and in the alternative the plaintiff claim is barred by the law of limitation. But it must be carefully borne in mind by the draftsman and separately be stated in the pleading. The court will not allow any such pleas on the ground covered by implication unless specifically set out. Thus, in a suit by a son to set aside certain transfers made by his mother on the ground of unsoundness of mind of his mother at the time of the transfer and further averred that the donee was residing with his mother and was completely under his dominion and control and the donee knew the mental condition of the donor.

CIVIL PLEADINGS
SUIT FOR RECOVERY UNDER ORDER XXXVII OF CPC

IN THE COURT OF DISTRICT JUDGE (DISTRICT),COURT, 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

Mr. B
 S/O
 R/O

..... DEFENDANT

SUIT FOR RECOVERY OF RS./- (Amount in words) UNDER ORDER XXXVII
OF THE 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..... Mr. P. Executive Director of the Plaintiff is a duly constituted attorney of the Plaintiff 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 carries on the business of construction, engineering and designing. The Plaintiff is a builder of international repute and has earned a big name in its business.
3. That the Defendant is residing at.....
4. That the Defendant approached the Plaintiff for construction of a building for his paper mill atsome time in the year
5. That the plaintiff and the defendant entered into an agreement for the construction of a building as per the site plan and specifications.
6. That the Plaintiff constructed the building and handed over the possession of the same to the Defendant sometime in.....(date).
7. That on(date), the Plaintiff raised the final bill for Rs..... on the Defendant on account of the construction of his paper mill.....

-
8. That the Defendant handed over cheque no..... dated(date) for Rs./- drawn on..... to the Plaintiff.
 9. That the cheque was presented by the Plaintiff, however the same was dishonoured upon presentation vide bank memo dated.....
 10. 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 at the rate of per annum. However, the Defendant failed to pay the same to the Plaintiff despite repeated requests and reminders.
 11. That the Plaintiff therefore finally issued a legal notice dated(date) to the Defendant calling upon the Defendant to clear the outstanding amount of Rs. along with interest at the rate of per annum w.e.f.(date) upto the date of payment. However, no payment has been made by the Defendant despite the said notice.
 12. That the Defendant is now liable to pay a sum of Rs. along with interest at the rate of per annum from the date on the Plaintiff's bill. The Plaintiff is claiming interest from.....(date) upto the date of filing of this suit at the rate of..... per annum.
 13. That the cause of action in favour of the Plaintiff and against the Defendant first arose in..... when the Plaintiff was approached by the Defendant for construction of his paper mill. It further arose in..... when the said building was completed and handed over to the Defendant and on when the Plaintiff submitted the final bill for Rs. 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.
 14. The suit is within the period of limitation.
 15. This Hon'ble Court has jurisdiction to entertain this suit because the part of the cause of action arose within its territorial jurisdiction. The contract for construction of the paper mill was entered, all the payments upto this date has been made and the payment of the outstanding amount was also to be made within the territorial jurisdiction of the Hon'ble Court. The office of the Defendant is situated within the territorial jurisdiction of the Hon'ble Court where the Defendant carry on the work for their gains.
 16. The value of this suit for the purposes of court fee and jurisdiction is Rs.on which court fee of Rs. is paid.
 17. 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.....in favour of the Plaintiff and against the Defendant;

-
- (b) award interest at the rate of per annum from(date) upto the date of filing the suit, pendente lite and future interest at the rate of..... per annum on the above stated amount 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 day of 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 : The above plaint must be supported by an Affidavit]

Note: A student should mention the correct paragraphs in the verification. Also, the student should focus on territorial and pecuniary jurisdiction.

* * * * *

DRAFT AFFIDAVIT

**IN THE COURT OF DISTRICT JUDGE (DISTRICT.....),COURT, 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..... 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 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 thisday of 20... 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

* * * * *

SUIT FOR PERMANENT INJUNCTION
IN THE COURT OF SENIOR CIVIL JUDGE (DISTRICT.....),COURT, DELHI
SUIT NO. OF 20..

IN THE MATTER OF:

Sh.

S/o

R/o.....

.... PLAINTIFF

VERSUS

1. Sh.....

S/o

R/o

2. Tapan Kumar,

S/o

R/o

..... 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..... for the last many years and is living with..... as a tenant.
2. That the plaintiff is a tenant in respect of the above said property bearing no.....consisting of two rooms.....for Rent of Rs.per month excluding electricity and water charges under the tenancy of late Sh..... who died on(date) 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 the 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). That the plaintiff looked after late Sh. many a times, whenever he fell ill.
4. That at present the plaintiff is having the possession of premises.....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 intended to disturb 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. per month to late Sh.upto That the legal heirs 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(date) the above said defendants 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 postdances 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 postto 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
 9. That on(date), the plaintiff sent a notice to the defendants and copy to Chowki Incharge Police Post by Regd. A.D. (copy of the same is enclosed herewith) but Police Post staff has not taken any action against the defendants for reasons best known to them.
 10. That on (date), the defendants along with two unknown persons/ whom the plaintiff can recognise by face, came to the above said premises, 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. The defendants 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(date), the plaintiff again went to the police post to lodge the report against the defendants but no Police Officer of police post is ready to listen against the defendants and they advised the plaintiff to approach the competent court of law to seek his remedy and to get injunction order against the defendants.
 12. That the plaintiff has no other efficacious remedy except to approach this Hon'ble court for seeking relief of injunction against the defendants from interfering in the peaceful possession of the premises.
 13. That the cause of action arose on different date when the defendants threatened the plaintiff to vacate the premises and threatened the plaintiff of dire consequences and further to dispossess him from the above premises forcibly and illegally. The cause of action lastly arose on when the defendants again threatened and tried to dispossess the plaintiff from the premises 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 continues.
 14. The value of this suit for the purposes of court fee and jurisdiction is Rs. on which court fee of Rs.is paid.

15. This Hon'ble Court has jurisdiction to entertain this suit because the said premises 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 Injunction in favour 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 premises 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 thisof January 20... that the contents of paras 1 to .. of the plaint are true to my knowledge, 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]

* * * * *

APPLICATION FOR TEMPORARY INJUNCTION
IN THE COURT OF SENIOR CIVIL JUDGE (DISTRICT.....),COURT,
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.

	Plaintiff /Applicant
Place:	Through
Date:	Advocate

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

* * * * *

APPLICATION UNDER ORDER XXXIX RULE 2-A

**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 RULE 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..... 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.....(date) 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 (date) 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)

* * * * *

APPLICATION TO SUE AS AN INDIGENT PERSON

**IN THE COURT OF....., COURT (DIST.....),.....COURT, DELHI
SUIT NO.....OF.....**

IN THE MATTER OF :

X _____

S/o _____

R/o _____, New Delhi

...APPLICANT/PLAINTIFF

Versus

Y _____

S/o _____

R/o _____, New Delhi

...RESPONDENT/DEFENDANT

**APPLICATION UNDER ORDER XXXIII READ WITH SECTION 151 OF THE
CODE OF CIVIL PROCEDURE, 1908**

MOST RESPECTFULLY SHOWETH:

1. That the applicant has filed the above titled suit which is pending disposal before this Hon'ble Court.
2. That the contents of the accompanying suit 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 applicant is an indigent person and has no movable or immovable property and has no source of income. Therefore is unable to pay the requisite amount of court fee stamp as required by law.
4. That the applicant undertakes to pay the entire court fee if the case is decreed in his favour.
5. That there are sufficient reasons for the acceptance of the present application and for granting permission to the applicant to institute the present suit as an indigent person.

PRAYER:

It is therefore most respectfully prayed that the Hon'ble Court may:

- a. allowed to sue as an indigent person in the interest of justice.
- b. to pass such further orders/directions as it may deem fit and proper.

Date:

Place:

Applicant
Through
Advocate

VERIFICATION:

Verified at Delhi on ... day..... of , 20... that the contents of the said application are true to my knowledge and on the basis of information received and believed to be true.

[**Note:** The petition must be supported by an affidavit].

* * * * *

SUIT FOR EJECTMENT AND DAMAGES
IN THE COURT OF..... (DISTRICT),COURT, DELHI
SUIT NO. _____ OF 20..

IN THE MATTER OF,

Mrs. Surjit Kaur Sahi W/O
 Mr. Avinder Singh Sahi S/O
 Both R/o _____

...PLAINTIFFS

VERSUS

Power Grid Corporation of India Ltd.

 Through its Chairman/Managing Director

...DEFENDANT

**SUIT FOR EJECTMENT AND DAMAGES FOR WRONGFUL USE AND
 OCCUPATION**

MOST RESPECTFULLY SHOWETH:

1. The plaintiffs being the owners of flat no....., 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 Corporation of India Limited, having their registered office at 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 expired on 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. 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.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. to Rs. per sq. feet. The plaintiffs own flat which is 370 sq. ft. super area will be available in the market for Rs. to 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. per month for the plaintiffs flat measuring 370 sq. ft. super area. The plaintiffs premises are not governed by the 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 for the vacation of the flat who however did not oblige. The cause of action further arose when the plaintiffs served a legal notice dated through their advocate Shri Ajit Panday asking the defendant to vacate the same by The said notice was duly received on 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 the matter.

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. arrived at by multiplying monthly rent of Rs. by 12. On this a court fee of Rs. is paid. The plaintiffs undertake 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 ejectment against the defendant and in favour of plaintiffs ;
- (ii) pass a decree for payment of damages at the rate 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.

PLAINTIFFS

Delhi

THROUGH

Dated

ADVOCATE

VERIFICATION :

Verified 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]

* * * * *

SUIT FOR SPECIFIC PERFORMANCE OF CONTRACT
IN THE COURT OF.....(DIST.....),COURT, DELHI
SUIT NO.OF.....

IN THE MATTER OF :

X _____

S/o _____

R/o _____, New Delhi

...PLAINTIFF

Versus

Y _____

S/o _____

R/o _____, New Delhi

...DEFENDANT

SUIT FOR SPECIFIC PERFORMANCE OF CONTRACT

MOST RESPECTFULLY SHOWETH:

1. That the plaintiff is a resident of.....
2. That the defendant is the absolute owner of the property bearing no.....admeasuring (give details of the property) (hereinafter referred to as the suit property).
3. That the plaintiff was in need of the property for residential purpose and came to know that the Defendant is interested in selling the suit property.
4. That the plaintiff approached the defendant for purchasing the suit property on....(date) and the plaintiff and the defendant discussed the terms and conditions.
5. That on....(date), the plaintiff and the defendant entered into an agreement in writing whereby the defendant agreed to sell his property to the plaintiff for Rs..... The copy of the agreement is annexed as Annexure A.
6. That the plaintiff paid Rs.....to the defendant as earnest money and it was decided that the balance of Rs.....will be paid on..... and the sale deed will be executed on the possession of the suit property will be handed over to the plaintiff on the payment of the balance amount.
7. That on.....(date), the plaintiff approached the defendant and requested him to execute the sale deed along with handing over of the possession of the suit property to the plaintiff. However, the defendant refused to execute the sale deed.
8. That the plaintiff approached the defendant for execution of the sale deed on various occasions (mention the dates), however, the defendant refused to execute the sale deed on one pretext or the other.
9. That the plaintiff finally issued a legal notice dated....(date) to the defendant calling upon the defendant to perform his part of the agreement by executing the sale deed and handing over the possession of the suit property to the plaintiff. However, the defendant failed to comply with his part of the agreement and did not reply to the legal notice.

10. That the plaintiff is ready and willing to perform his part of agreement by paying the balance amount.

11. That the cause of action arose on.....(date) when the defendant agreed to sell the suit property to the plaintiff. The cause of action further arose on..... It further arose..... That the cause of action is still subsisting as the defendant has refused to perform his part of the agreement.

12. That the suit is within the period of limitation.

13. That this Hon'ble Court has jurisdiction to entertain this suit because the cause of action arose within the territorial jurisdiction of the court.

14. That the requisite court fees have been paid.

PRAYER:

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

- a. pass a decree of specific performance of the agreement in favour of the plaintiff and against the defendant directing the defendant to execute the sale deed and hand over the possession of the suit property to the plaintiff,
- b. award cost of the suit in favour of the plaintiff and against the defendant; and
- 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 14 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]

* * * * *

MODEL DRAFT FOR WRITTEN STATEMENT
IN THE COURT OF SHRI CIVIL JUDGE
(DISTRICT),COURT, DELHI
SUIT NO.OF 20....

X _____ ... PLAINTIFF

VERSUS

Y _____DEFENDANT

WRITTEN STATEMENT ON BEHALF OF THE DEFENDANT

MOST RESPECTFULLY SHOWETH:

PRELIMINARY OBJECTIONS:

1. That the suit is barred by limitation under Article of the Limitation Act and is liable to be dismissed on this ground alone.

2. That this Hon'ble Court has no jurisdiction to entertain and try this suit because.....

3. That the suit has not been properly valued for the purpose of court fees and jurisdiction and is therefore liable to be rejected outrightly.

4. That there is absolutely no cause of action in favour of the Plaintiff and against the Defendant. The suit is therefore liable to be rejected on this ground also.

5. That the suit is bad for non-joinder of necessary parties, namely

6. That the suit is bad for mis-joinder of Z.

7. That the suit is barred by the decree dated passed in suit No..... titled Y Versus X by Sh., Sub-Judge, Delhi, The present suit is therefore barred by the principle of res-judicata and therefore liable to be dismissed on this ground alone.

8. That the suit is liable to be stayed as a previously instituted suit between the parties bearing No..... is pending in the Court of Sh., Sub-Judge, Delhi

9. That the suit has not been properly verified in accordance with law.

10. That the Plaintiff's suit for permanent injunction is barred by Section 41 (h) of the Specific Relief Act since a more efficacious remedy is available to the Plaintiff. The Plaintiff has alleged breach of contract by the Defendant. Assuming, though not admitting, that the Defendant has committed any alleged breach, the remedy available to the Plaintiff is by way of the suit for specific performance.

11. That the Plaintiff's suit for permanent injunction is also barred by Section 41 (i) of the Specific Relief Act because he has not approached this Hon'ble Court with clean hands and his conduct has been most unfair, dishonest and tainted with illegality.

12. That the Plaintiff's suit for declaration is barred by Section 34 of the Special Relief Act as the plaintiff has omitted to claim further consequential relief available to him.

13. That the suit is barred by Section 14 of the Specific Relief Act as the contract of personal service cannot be enforced.

14. That the suit is liable to be dismissed outrightly as the Plaintiff has not given the mandatory notice under Section 80 of the Code of Civil Procedure/Section 14 (1) (a) Rent Control Act/Section 478 of the Delhi Municipal Corporation Act.

15. That the suit is liable to be dismissed as the Plaintiff firm is not registered under Section 69 of the Indian Partnership Act and as such is not competent to institute this suit.

16. That the present suit is barred by Section 4 of the Benami Transaction (Prohibition) Act, 1988, and is therefore liable to be dismissed outrightly.

ON MERITS :

Without prejudice to the preliminary objections stated above, the reply on merits, which is without prejudice to one another, is as under:-

1. That the contents of para 1 of the plaint is correct and is admitted.
2. That the contents of para 2 of the plaint are denied for want of knowledge. The Plaintiff be put to the strict proof of each and every allegation made in the para under reply.
3. That the contents of para 3 of the plaint are absolutely incorrect and are denied. It is specifically denied that the Plaintiff is the owner of the suit property. As a matter of fact, Mr. N is the owner of the suit property.
4. That with respect to para 4 of the plaint, it is correct that the Defendant is in possession of the suit property. However, the remaining contents of para under reply are absolutely incorrect and are denied. It is specifically denied that.....
- 5-10. (Each and every allegation must be replied specifically depending upon the facts of each case. The above reply on merits is therefore only illustrative in nature.)
11. That para 11 of the plaint is incorrect and is denied. There is no cause of action in favour of the Plaintiff and against the Defendant because..... The plaintiff is therefore liable to be rejected outrightly.
12. That the contents of para 21 is not admitted. This Hon'ble Court has no jurisdiction to entertain this suit because the subject matter of this suit exceeds the pecuniary jurisdiction of this Hon'ble Court.
13. The the contents of para 13 is not admitted. The suit has not been properly valued for the purpose of court fee and jurisdiction. According to the Defendant the correct valuation of the suit is Rs.....

PRAYER:

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

- a) Dismiss the suit of the plaintiff.
- b) Award costs to the defendant.

c) Pass any other just and equitable order as deemed fit in the interest of justice.

Delhi
Dated

DEFENDANT
THROUGH
ADVOCATE

VERIFICATION :

Verified at Delhi on ... day..... of , 20... that the contents of paras 1 to Of the preliminary objection and para...to... of reply on merits are true to my personal knowledge and those of paras ... toof preliminary objection and para...to... of reply on merits are true & correct on the basis of legal advice received and belived to be true. Last para is prayer to the Hon'ble Court.

DEFENDANT

[NOTE : Counter Claim, Set off can be joined in the Written Statement and the same may be verified and supported by affidavit]

* * * * *

CAVEAT UNDER SECTION 148-A OF CPC

IN THE HIGH COURT OF DELHI AT NEW DELHI

CAVEAT NO. /20...

(ARISING OUT OF THE JUDGMENT AND ORDER DATED IN SUIT NO. TITLED AS ABC v. XYZ PASSED BY SH. _____, CIVIL JUDGE, _____ DISTRICT, DELHI)

In the matter of:

XYZ

S/o

R/o

...Petitioner

Versus

ABC

S/o

R/o

...Respondent/Caveator

CAVEAT UNDER SECTION 148-A OF THE CODE OF CIVIL PROCEDURE, 1908
BY RESPONDENT/CAVEATOR.

Most Respectfully Showeth:

1. That Sh. _____, Civil Judge, _____ District, Delhi has passed order against appellants in Civil Suit No. titled as ABC v. XYZ on, whereby application for amendment U/O VI Rule 17 CPC filed by plaintiff/would be petitioner, was dismissed.
2. That the caveator is expecting that the plaintiff/would-be petitioner may file a Civil Misc. (Main) Petition under Article 227 of Constitution of India against said order in this Hon'ble Court as such this caveat is being filed.
3. That the caveator has a right to appear and contest the Civil Misc. (Main) Petition if preferred by the plaintiff/would-be petitioner.
4. That the caveator desires that he may be given the notice of the filing of the Civil Misc. (Main) Petition as and when the same is filed by the plaintiff/would-be petitioner, to enable caveator to appear at the time of hearing for admission and no stay may be granted without hearing the caveator/respondent.
5. That a copy of this caveat has been sent by Regd. A/D post to the plaintiff/would be Petitioner.
6. That the requisite court fees have been paid.

PRAYER:

It is, therefore, most respectfully prayed that nothing may be done in Civil Misc. that may be filed by the petitioner without notice to the caveator or his counsel.

Delhi

Dated:

Through

Caveator

Advocate

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

* * * * *

TRANSFER PETITION UNDER SECTION 25 OF CPC

Sec 25 of CPC 1908 states that on an application made by a party and after notice to the parties and after hearing them the Supreme Court may at any stage if satisfied that such an order is needed in the interest of justice may under this section order that any suit, appeal or any other proceeding be transferred from a High Court or other civil court in one state to High Court or other civil court in another state.

**IN THE SUPREME COURT OF INDIA
ORIGINAL CIVIL JURISDICTION
TRANSFER PETITION (CIVIL) NO. OF 20...
(UNDER SECTION 25 OF THE CODE OF CIVIL PROCEDURE, READ WITH
ORDER XLI, SUPREME COURT RULES, 2013.)**

IN THE MATTER OF:

J _____

D /o _____

R/O _____

...PETITIONER

VERSUS

B

S/O

R/O

...RESPONDENT

AND IN THE MATTER OF:

**TRANSFER OF THE DIVORCE PETITION BEING HMA PETITION NO...../20...
TITLED ASVERSUS.....PENDING ADJUDICATION BEFORE.....
(COURT NAME WHERE THE CASE IS PENDING) TO (COURT NAME
WHERE THE TRANSFER IS SOUGHT).**

To

The Hon'ble Chief Justice of India,

And his Companion Justices of the Hon'ble Supreme Court of India at New Delhi

MOST RESPECTFULLY SHOWETH:

1. That the petitioner is seeking Transfer of of the Divorce Petition being HMA Petition No...../20.... titled as Versus..... pending adjudication before the to the.....

2. BRIEF FACTS:

2.1 The Petitioner is the wife of the Respondent. The Petitioner got married to the Respondent on at according to the Hindu rites and ceremonies.

2.2 That the present parties after their marriage were residing at.....

2.3 That out of the wedlock, one child namely was born.

2.4 That immediately after the marriage, the attitude of the Respondent changed towards the Petitioner. The Respondent and his parents were harassing the Petitioner and the dispute/differences started cropping between the parties.

2.5 That the Petitioner was thrown out of her matrimonial home by the Respondent and she was forced to go toto stay with her parents.

2.6 The Petitioner after coming to her parents house tried to sort out the differences and even made several attempts to bring the situation under control. However, there was no change in the attitude of the Respondent and his parents.

2.7 The Respondent filed a Petition for Dissolution of Marriage under Section 13 of the Hindu Marriage Act, 1955. The said Divorce Petition being HMA No..... of 20..... titled asversus... presently pending adjudication before..... The true copy of the Divorce Petition is annexed herewith and marked as ANNEXURE – P-1.

2.8 Since the Petitioner was unable to survive on her own, she was compelled to file a Petition for Maintenance under Section 125 of the Code of Criminal Procedure, 1973. The said Petition being Case No...../20..... titled asversuspresently pending adjudication before The true copy of the Petition is annexed herewith and marked as ANNEXURE – P-2.

3. This Transfer Petition is being filed by the Petitioner for transferring the divorce petition HMA Petition No...../20.....on amongst others the following grounds:

GROUND

- i. Because the present Petitioner has no one to accompany her from to Delhi on the dates of hearing in the pending matter.
- ii. Because the present Petitioner has no place to stay at Further she is not in a sound financial state to afford a place to stay at as she is totally dependent on her parents and is presently living with them at
- iii. Because the Petitioner is sick and not keeping good health these days. She is suffering from back problems and she has been advised by the doctor not to undertake long journeys as this may aggravate the problem/ disease.
- iv. Because the Petitioner has a minor child who cannot be left alone while coming toand it is troublesome for the baby to travel on all the dates fixed for hearing, as she is justold.
- v. Because the Petitioner has apprehensions that she will be humiliated and defamed by the Respondent whenever she visits the Courts at
- vi. Because the case filed by the Petitioner is pending adjudication before..... and thus it would be convenient for both the parties to contest the case at.....

-
4. That the petitioner has not filed any other similar transfer petition before this Hon'ble Court so far in respect of this matter.
 5. That the requisite court fee of Rs..... has been affixed on this petition.

PRAYER:

In view of the above facts and circumstances, it is respectfully submitted that this Hon'ble Court may be pleased:

- a) To pass order for transfer of the HMA Petition No..... filed by the respondent against the petitioner titledversus..... from to the.....
- b) Any other and further order as may be deemed fit and proper may also be passed.

FILED BY:

DATE OF DRAWN _____

DATE OF FILING

ADVOCATE FOR THE PETITIONER

NEW DELHI

[**NOTE** : To be supported by an affidavit]

* * * * *

EXECUTION APPLICATION

IN THE COURT OF

EXECUTION PETITION NO. OF 20....

IN

CIVIL SUIT NO. OF 20....

A

S/O

R/O

... DECREE HOLDER

Versus

B

S/O

R/O

...JUDGMENT DEBTOR

THE DECREE HOLDER PRAYS FOR EXECUTION OF THE DECREE/ORDER DATED DD/MM/YYYY, THE PARTICULARS WHEREOF ARE STATED IN THE COLUMNS HEREUNDER:-

Police Station:-

1.	No. of Suit	
2.	Name of Parties	
3.	Date of Decree/order of which execution is sought	
4.	Whether an appeal was filed against the decree / order under execution	
5.	Whether any payment has been received towards satisfaction of decree-order	
6.	Whether any application was made previous to this and if so their dates and results	
7.	Amount of suit along with interest as per decree or any other relief granted by the decree	
8.	Amount of costs if allowed by Court	
9.	Against whom execution is sought	

10	In what manner court's assistance is sought	
----	---	--

PRAYER:

The Decree Holder prays that the execution of the decree passed in the case may be granted
Decree Holder

Place: Through

Date: Advocate of Decree Holder

VERIFICATION:

Verified at.....on.....day of.....20.... that the contents of this application are true to my knowledge or belief.

Decree Holder

** The application for execution shall be accompanied by a duly certified copy of the decree or order, or by the Original, or by the Minutes of decree or order until the decree or order is drawn up. Judge may allow execution before sealing of decree order.*

Note: Students are required to fill in the details in the table above as per the facts of the case

PETITIONS UNDER THE HINDU MARRIAGE ACT, 1955

Before giving any model form of application under the matrimonial laws, it is necessary to know what kind of petitions are contemplated in matrimonial causes. The Hindu Marriage Act, 1955, has provided for the following important petition:

1. Petition for restitution of conjugal rights (sec. 9)
2. Petition for judicial separation (sec. 10)
3. Petition for void or nullity of marriage (sec. 11)
4. Petition for divorce by dissolution of marriage (sec. 13)
5. Petition for maintenance *pendent lite* (sec.24)
6. Petition for alimony and maintenance (sec. 25)
7. Petition for custody of children (sec.26)

Such reliefs are also obtained under the Special Marriage Act, 1954, the Indian Divorce Act, 1889, and other personal laws.

Under the rules framed by the Bombay High Court it is necessary to state the following facts in the petition for (i) judicial separation, (ii) Nullity of marriage, and (iii) Divorce in addition to the point given in O. VII, r. 1, C.P.C. and S. 20(1) of the Hindu Marriage Act. (i) Place and date of marriage, (ii) name of the state of domicile of the wife and husband before and after marriage (iii) the principal permanent address where there is any cohabited including the address where they raised together, (iv) birth or ages of such issues, (v) whether there had been any proceeding in India, if so what were they and with what result, and on behalf of whom? (vi) Matrimonial offences or offence charged should be set out in separate paragraphs with time and place of its commission, (vii) property presented at or about the time of marriage and jointly owned by both husband and wife, and (viii) relief or reliefs prayed for.

All matrimonial petitions shall lie in the Court of the District Judge (Family Courts wherever established) within whose local limits of the jurisdiction the marriage was solemnised, or within whose local limit of the jurisdiction the parties to the marriage last resided together, or within whose jurisdiction the respondent has been residing; but in the Metropolis of Mumbai, Calcutta, Chennai and Ahmadabad, these petition shall lie in the City Civil Court of the respective metropolitan town.

By virtue of Section 14 Hindu Marriage Act, 1955, the Petition for Divorce cannot be presented within one year of marriage unless leave is taken from the court to present before on the ground of exceptional hardship.

The Petitions under Hindu Marriage act are to be presented before District Judge within the local limits of whose jurisdiction

- (a) The Marriage was solemnized; or

-
- (b) The respondent at the time of presentation of the petition, resides, or
 - (c) The parties to the marriage last resided together, or
 - (d) In case the wife is the petitioner, where she is residing on the date of presentation of the petition, or
 - (e) The petitioner is residing at the time of presentation of the petition in a case where the respondent is, at the time, residing outside the territories to which the Act extends, or has not been heard of as being alive for a period of seven years or more by those persons who would naturally have heard of him if he were alive.

The districts in which the Family Courts have been established under Family Courts Act, 1984, the petitions shall lie before the Principal Judge, Family Court (Section 7 and 8 Family Courts Act, 1984)

Every petition shall state distinctly the following facts-

- (a) That the marriage of the petitioner was solemnized with the respondent in accordance with Hindu rites and ceremonies onat.....and an affidavit to the effect has to be enclosed
- (b) That there is no collusion between the petitioner and the other party in presenting the petition for annulment of the marriage. This fact need not be pleaded in case of petition under section 11 of the Act.
- (c) In case the Petition for Divorce is filed on the ground of cruelty of the respondent, it has to be specifically pleaded that the petitioner has not condoned the act of the respondent.
- (d) Where the petition for divorce on mutual consent is filed, affidavits of both the parties are to be attached.
- (e) In case of petition for Restitution of Conjugal rights, it has to be pleaded that the respondent has withdrawn from the company of petitioner without any reasonable cause.
- (f) In the petition under the Act, the details regarding the status and place of residence of the parties to the marriage before the marriage and at the time of presentation of the petition have to be provided.

* * * * *

PETITION FOR RESTITUTION OF CONJUGAL RIGHTS

IN THE COURT OF PRINCIPAL JUDGE, FAMILY COURT, (DISTRICT.....),
.....COURT, DELHI

HMA PETITION NO. OF 20....

IN THE MATTER OF :

X

s/o

R/o

... PETITIONER

VERSUS

Y

w/o

R/o

...RESPONDENT

PETITION FOR RESTITUTION OF CONJUGAL RIGHTS UNDER SECTION 9
OF THE HINDU MARRIAGE ACT, 1955

Most Respectfully Showeth:

1. That a marriage was solemnized between the parties according to Hindu rites and ceremonies on(date) at.....(place). The said marriage is registered with the Registrar of marriage. A certified copy of the relevant extract from the Hindu Marriage Register..... is filed herewith. An affidavit, duly attested declaring and affirming these facts is also attached.
2. That the status and place of residence of the parties to the marriage before the marriage and at the time of filing the petition are as follows:

	Husband			Wife		
	Status	Age	Place of Residence	Status	Age	Place of Residence
(i) Before marriage						
(ii) At the time of filing the petition						

(Whether a party is a Hindu by religion or not is as part of his or her status).

3. That the (In this paragraph state the names of the children, if any, of the marriage together with their sex, dates of birth or ages).
4. That the respondent has, without reasonable excuse, withdrawn from the society of the petitioner with effect from.....(The circumstances under which the respondent withdrew from the society of the petitioner be stated in few paragraphs depending upon the facts).
5. That the petition is not presented in collusion with the respondent.

-
6. That there has not been any unnecessary or improper delay in filing the petition.
7. That there is no other legal ground why relief should not be granted.
8. That there have not been any previous proceedings with regard to the marriage by or on behalf of any party.

Or

There have been the following previous proceedings with regard to the marriage by or on behalf of the parties:

Serial	Name of Parties	Nature of Proceedings with Section of that Act	Number and year of the case	Name and location of court	Result
--------	-----------------	--	-----------------------------	----------------------------	--------

(i)

(ii)

(iii)

(Choose whichever is applicable to the facts)

9. That the marriage was solemnized at..... The parties last resided together at..... The parties are now residing at.....(Within the local limit of the ordinary original jurisdiction of this Court.)

10. That this Hon'ble Court has jurisdiction to try and entertain this petition.

11. That the requisite court fee of Rs..... has been affixed on this petition.

PRAYER:

In view of the above facts and circumstances, it is, therefore, most respectfully and humbly prayed that this Hon'ble Court may be pleased to grant a decree of restitution of conjugal rights under Section 9 of the Hindu Marriage Act in favour of the petitioner.

Any other relief/order/Direction this Hon'ble Court may deem fit in the interest of justice and equity.

PETITIONER

Through

Place: Delhi

Date:

ADVOCATE

VERIFICATION:

The above named petitioner states on solemn affirmation that paras 1 toof the petition are true to the petitioner's knowledge and paras.....to..... are true to the petitioner's information received and believed to be true by him/her.

Verified at.....(Place)

Dated.....

PETITIONER

[NOTE: AN AFFIDAVIT OF PETITIONER IS TO BE APPENDED]

* * * * *

PETITION FOR JUDICIAL SEPARATION
IN THE COURT OF PRINCIPAL JUDGE, FAMILY COURT (DISTRICT.....),COURT,
DELHI
HMA PETITION NO. OF 20..

IN THE MATTER OF :

X

S/O

R/O

.... PETITIONER

VERSUS

Y

W/O

R/O

....RESPONDENT

PETITION FOR JUDICIAL SEPARATION UNDER SECTION 10
OF THE HINDU MARRIAGE ACT, 1955

Most Respectfully Showeth:

1. That the marriage was solemnized between the parties according to Hindu rites and ceremonies on(date) at.....(place). The said marriage is registered with the Registrar of marriage. A certified copy of the relevant extract from the Hindu Marriage Register.....is filed herewith.
2. That the status and place of residence of the parties to the marriage before the marriage and at the time of filing the petition are as follows:

Husband			Wife		
Status	Age	Place of Residence	Status	Age	Place of Residence
(i) Before marriage					
(ii) At the time of filling the petition					

(Whether a party is a Hindu by religion or not is as part of his or her status).

3. That the (In this paragraph state the names of the children, if any, of the marriage together with their sex, dates of birth or ages).
4. That the respondent has.....(any one or more of the grounds available under section 10 may be pleaded here. The matrimonial offences charged should be set in separate paragraphs with times and places of their alleged commission. The facts on which the claim to relief is founded should be stated in accordance with the Rules and as distinctly as the nature of the case permits.)
5. (where the ground of petition is on the ground specified in clause (i) of section 13 (1). The petitioner has not in any manner been necessary to or connived at or condoned the acts complained of.

6. (Where the ground of petition is cruelty). The petitioner has not in any manner condoned the cruelty.

7. That the petition is not presented in collusion with the respondent.

8. That there has not been any unnecessary or improper delay in filing the petition.

9. That there is no other legal ground why relief should not be granted.

10. That there have not been any previous proceedings with regard to the marriage by or on behalf of any party.

Or

There have been the following previous proceedings with regard to the marriage by or on behalf of the parties:

Serial	Name of Parties	Nature of Proceedings with Section of that Act	Number and year of the case	Name and location of court	Result
--------	-----------------	--	-----------------------------	----------------------------	--------

(i)

(ii)

(iii)

(iv)

(Choose whichever is applicable to the facts)

11. That the marriage was solemnized at..... The parties last resided together at..... The parties are now residing at..... (Within the local limit of the ordinary original jurisdiction of this Court)

12. That this Hon'ble Court has jurisdiction to try and entertain this petition.

13. That the requisite court fee of Rs..... has been affixed on this petition.

PRAYER:

In view of the above facts and circumstances, it is, therefore, most respectfully and humbly prayed that this Hon'ble Court may be pleased to grant a decree of Judicial Separation under Section 10 of the Hindu Marriage Act in favor of the petitioner.

Any other relief/order/Direction this Hon'ble Court may deem fit in the interest of justice and equity.

PETITIONER

Through

Place: Delhi

Date:

ADVOCATE

VERIFICATION:

The above named petitioner states on solemn affirmation that paras 1 to ____ of the petition are true to the petitioner's knowledge and paras ____ to ____ are true to the petitioner's information received and believed to be true by him/her.

Verified at _____ (Place)

Dated _____

PETITIONER

[**Note :** An affidavit of petitioner is to be appended.]

PETITION FOR DISSOLUTION OF MARRIAGE BY A DECREE OF DIVORCE

IN THE COURT OF PRINCIPAL JUDGE, FAMILY COURT (DISTRICT.....),COURT,
DELHI

HMA PETITION NO. OF 20....

IN THE MATTER OF:

X _____

S/O

R/O

... PETITIONER

VERSUS

Y _____

W/O

R/O

...RESPONDENT

PETITION FOR DISSOLUTION OF MARRIAGE BY A DECREE OF DIVORCE
UNDER SECTION 13 OF THE HINDU MARRIAGE ACT, 1955

Most Respectfully Showeth:

1. That the marriage was solemnized between the parties according to Hindu rites and ceremonies after the commencement of the Hindu Marriage Act on _____ at _____. The said marriage is registered with the Registrar of marriage. A certified copy of the relevant extract from the Hindu Marriage Register.....is filed herewith.
2. That the status and place of residence of the parties to the marriage before the marriage and at the time of filing the petition are as follows:

	Husband			Wife		
	Status	Age	Place of Residence	Status	Age	Place of Residence
(i) Before marriage						
(ii) At the time of filing the petition						

(Whether a party is a Hindu by religion or not is as part of his or her status).

3. (In this paragraph state the names of the children, if any, of the marriage together with their sex, dates of birth or ages).
4. That the respondent.....(one or more of the grounds specified in section 13 may be pleaded here. The facts on which the claim to relief is founded should be stated in accordance with the Rules and as distinctly as the nature of the case permits. If ground as specified in clause (i) of Section 13 (i) is pleaded, the petitioner should give particulars as nearly as he can, of facts of voluntary sexual intercourse alleged to have been committed. The matrimonial

offences/offences charged should be set in separate paragraphs with the time and places of their alleged commission.)

5. (Where the ground of petition is on the ground specified in clause (i) of sub-section (1) of Section 13. The petitioner has not in any manner been accessory to or connived at or condoned the act(s) complained of).

6. (Where the ground of petition is cruelty). The petitioner has not in any manner condoned the cruelty.

7. That the petition is not presented in collusion with the respondent.

8. That there has not been any unnecessary or improper delay in filing the petition.

9. That there is not other legal ground why relief should not be granted.

10. That there have not been any previous proceedings with regard to the marriage by or on behalf of any part.

Or

There have been the following previous proceedings with regard to the marriage by or on behalf of the parties:

Serial	Name of Parties	Nature of Proceedings with Section of that Act	Number and year of the case	Name and location of court	Result
--------	-----------------	--	-----------------------------	----------------------------	--------

(i)

(ii)

(iii)

(iv)

(Choose whichever is applicable to the facts)

11. That the marriage was solemnized at..... The parties last resided together at..... The parties are now residing at..... (Within the local limits of the ordinary original jurisdiction of this Court.)

12. That this Hon'ble Court has jurisdiction to try and entertain this petition

13. That the requisite court fee of Rs..... has been affixed on this petition.

PRAYER:

In view of the above facts and circumstances, it is, therefore, most respectfully and humbly prayed that this Hon'ble Court may be pleased to grant a decree of divorce under Section 13 of HMA in favor of petitioner.

Any other relief/order/Direction this Hon'ble Court may deem fit in the interest of justice and equity.

PETITIONER
THROUGH
ADVOCATE

VERIFICATION:

The above-named petitioner states on solemn affirmation that paras 1 to ____ of the petition are true to the petitioner's knowledge and paras ____ to ____ are true to the petitioner's information received and believed to be true by him/her.

Verified at _____ (Place)

Dated _____

PETITIONER

[**Note :** An affidavit of the petitioner is to be appended.]

* * * * *

**PETITION FOR DISSOLUTION OF MARRIAGE BY A DECREE OF DIVORCE BY
MUTUAL CONSENT**

IN THE COURT OF PRINCIPAL JUDGE, FAMILY COURT (DISTRICT.....),COURT,
DELHI

HMA PETITION NO. OF 20....

IN THE MATTER OF:

X _____ ... PETITIONER NO. 1

AND

Y _____ ... PETITIONER NO. 2

**PETITION FOR DISSOLUTION OF MARRIAGE BY A DECREE OF DIVORCE BY
MUTUAL CONSENT UNDER SECTION 13-B(1) OF THE HINDU MARRIAGE ACT,
1955**

Most Respectfully Showeth:

1. That a marriage was solemnized between the parties according to Hindu rites and ceremonies on _____ (date) at _____ (place). A certified copy of the relevant extract from the Hindu Marriage Register is filed herewith. An affidavit, duly attested stating these facts is filed herewith.

2. That the status and place of residence of the parties to the marriage before the marriage and at the time of filing the petition are as follows:

	Husband			Wife		
	Status	Age	Place of Residence	Status	Age	Place of Residence
(i) Before marriage						
(ii) At the time of filing the petition						

(Whether a party is a Hindu by religion or not is as part of his or her status).

3. (In this paragraph state the place where the parties to the marriage last resided together and the names of the children, if any, of the marriage together with their sex, dates of birth or ages.)

4. That the parties to the petition have been living separately since _____ and have not been able to live together since then. (In few paragraphs, mention the reasons for not being able to live together. In case there is a settlement between parties, the same can also be mentioned).

5. That the parties to the petition have mutually agreed that their marriage should be dissolved.

6. That the mutual consent has not been obtained by force, fraud or undue influence.

7. That the petition is not presented in collusion.

8. That there has not been any unnecessary or improper delay in instituting the proceedings.

9. That there is no other legal ground why relief should not be granted.

10. That the petitioners submit that this Court has jurisdiction to entertain this petition. (Mention how the court has jurisdiction to entertain the petition).

11. That the requisite court fee of Rs..... has been affixed on this petition.

PRAYER:

In view of the above facts and circumstances, it is, therefore, most respectfully and humbly prayed that this Hon'ble Court may be pleased to grant a decree of divorce on mutual consent thereby dissolving the marriage between petitioner No. 1 and Petitioner No. 2 on the ground of mutual consent.

PETITIONER NO. 1

PETITIONER NO. 2

THROUGH

COUNSEL

VERIFICATION:

The above named petitioner states on solemn affirmation that paras 1 to ____ of the petition are true to the petitioner's knowledge and paras ____ to ____ are true to the petitioner's information received and believed to be true by him/her.

Verified at _____ (Place)

Dated _____

PETITIONER NO. 1

PETITIONER NO. 2

[**Note :** Separate affidavits of petitioner no. 1 and petitioner no. 2 to be appended]

* * * * *

DRAFT AFFIDAVIT IN MATRIMONIAL PLEADINGS

**IN THE COURT OF PRINCIPAL JUDGE, FAMILY COURT, COURT
(DISTRICT.....) , DELHI.
HMA PETITION NO..... OF 20.....**

IN THE MATTER OF:

SMT. A

W/O

R/O

...PETITIONER

VERSUS

SH. B

W/O

R/O

...RESPONDENT

AFFIDAVIT OF SMT. A, W/O....., D/O..... AGED ABOUT....., R/O.....

I, the above named Deponent do hereby solemnly affirm and declare as under:

1. That I am the petitioner in the aforesaid matter and as such I am well aware about the facts of the present case and thus competent to depose the same.
2. That my marriage was solemnized with the respondent, according to Hindu Rites and ceremonies on at Delhi.
3. That the present petition has not been presented in collusion with the respondent.
4. That there is no improper or undue delay in filing the present petition.
5. That the consent for filing the present petition has not been obtained by fraud, force, pressure or undue influence.
6. That the contents of the accompanying petition U/Sof the Hindu Marriage Act. 1955, as amended upto date, have been drafted by my counsel as per my instructions and contents of the same have been duly read and understood by me and after fully understanding the contents of the same, I hereby state that the fact stated therein are all true and correct to my knowledge and the fact stated therein may kindly be read as part and parcel of the present affidavit also as the contents of the same have not been reproduced herein for the sake of brevity.

DEPONENT**VERIFICATION:**

I,, do hereby verify on this ____ day of January, 20... 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

APPLICATIONS UNDER THE INDIAN SUCCESSION ACT

PETITION FOR GRANT OF PROBATE

**IN THE HIGH COURT OF DELHI AT NEW DELHI
(TESTAMENTARY & INTESTATE JURISDICTION)**

PROBATE CASE NO.OF 20....

IN THE MATTER OF:

THE ESTATE OF LATE SH.....(DECEASED)

IN THE MATTER OF:

X _____

S/O

R/O

... APPLICANT/PETITIONER

VERSUS

1. State of _____

2. Y _____

S/O

R/O

...RESPONDENTS

PETITION FOR GRANT OF PROBATE

To

The Hon'ble Mr Justice....., Chief Justice

And his Companion Justices of this Hon'ble Court

Most Respectfully Showeth:

1. That the present petition is filed by the petitioner for the grant of probate in respect of the estate of deceased Late Sh.....S/O..... At the time of his death on.....the deceased was residing.....
2. That during his lifetime before his death the deceased had bequeathed his estate in the manner specified in his last and final testament/will dated....., which was made by him in the sound state of mind. The Original Will is annexed as Annexure A.
3. That the said will was duly made by the deceased in presence of the witnesses whose names, addresses and signatures appear at the end of the Will.

4. That by virtue of the said will, the deceased has bequeathed.....(mention how the deceased has bequeathed his estate, name, relation and the individual share of the person and also mention whether he has excluded any of his legal heirs from the will.).

5. That a description of the relatives of the deceased, and their respective residences are given below:

(1) Son (Petitioner)

(2) Brother, Sri.....resident of.....

(3) Widow, Sreemati.....resident of.....

(4) Mother, Sreemati.....resident of.....

(5) Daughter, Sreemati.....resident of.....

(All the relatives will be made as Respondents)

6. That the amount of the assets of the deceased which are likely to come to the hands of the petitioner, are detailed in Schedule-A, which is annexed with the present petition. The petitioner has set forth all the assets and liabilities with complete particulars of the estate of the deceased as the petitioner could ascertain as of now with the best of his efforts.

7. That so far as your petitioner has been able to ascertain and is aware there are no properties and effects other than those specified in the affidavit of assets.

8. That the petitioner undertakes in case of any other properties and effects coming to his hands to pay Court-fees payable in respect thereof.

9. That there is no legal impediment to the grant of probate in favour of the petitioner.

10. That the petitioner undertakes to execute the Will of the testator as per his wishes and undertake to take all steps as per his wishes and desires and directions of the deceased as contained in the Will annexed.

11. That the petitioner is claiming the probate of the Will and has filed this petition being the named executor in the Will.

12. That to the best of the belief of the petitioner, no petition has been made to any other court for the purpose of the said Will.

13. That the deceased died and had a fixed abode within the territorial jurisdiction of this Hon'ble Court. The immovable property is also situated within the jurisdiction of this Hon'ble Court and therefore this Hon'ble Court has the jurisdiction to entertain, try and decide this petition.

14. That the requisite court fee of Rs. has been affixed on this petition.

PRAYER:

It is, therefore, most humbly prayed that:

a. The probate of the Will be granted to the petitioner.

b. Any other or further relief which this Hon'ble Court may deem fit just proper and necessary may also be granted in favour of the petitioner.

Place:

PETITIONER

Date:

THROUGH

ADVOCATE

VERIFICATION:

I,, S/o....., R/o....., the petitioner in the above petition, declare that what is stated herein is true to the best of my information and belief. Last para is the prayer to this Hon'ble Court.

Verified at New Delhi on this day of.....

PETITIONER

VERIFICATION:

I,S/o....., R/o....., one of the witness to the last WILL and Testament of the Testator mentioned in the above petition, declare that I was present and saw the said Testator affix his signature on the WILL annexed to the above petition and acknowledge the writing annexed to the above petition to be his Last WILL and Testament in my presence.

WITNESS NO. 1

VERIFICATION:

I, W/o....., R/o....., one of the witness to the last WILL and Testament of the Testator mentioned in the above petition, declare that I was present and saw the said Testator affix his signature on the WILL annexed to the above petition and acknowledge the writing annexed to the above petition to be his Last WILL and Testament in my presence.

WITNESS NO. 2

[NOTE : To be supported by an affidavit]

* * * * *

PETITION FOR GRANT OF LETTERS OF ADMINISTRATION

IN THE COURT OF THE DISTRICT JUDGE (DISTRICT),COURT, DELHI

CASE NO.....UNDER ACT XXXIX OF 1925

IN THE MATTER OF A PETITION FOR LETTERS OF ADMINISTRATION
OF THE ESTATE OF THE LATE _____

IN THE MATTER OF:

X _____ ...PETITIONER

VERSUS

1. STATE _____

2. Y _____ ...RESPONDENTS

PETITION FOR GRANT OF LETTERS OF ADMINISTRATION

Most Respectfully Showeth:

1. That the present petition is filed by the petitioner for the grant of letters of administration in respect of the estate of deceased Late Sh.....S/O..... At the time of his death on.....the deceased was residing.....

2. That during his lifetime before his death the deceased had bequeathed his estate in the manner specified in his last and final testament/will dated....., which was made by him in the sound state of mind. The Original Will is annexed as Annexure A.

3. That the said will was duly made by the deceased in presence of the witnesses whose names, addresses and signatures appear at the end of the Will.

4. That by virtue of the said will, the deceased has bequeathed.....(mention how the deceased has bequeathed his estate, name, relation and the individual share of the person and also mention whether he has excluded any of his legal heirs from the will.).

5. That a description of the relatives of the deceased, and their respective residences are given below:

(1) Son (Petitioner)

(2) Brother, Sri.....resident of.....

(3) Widow, Sreemati.....resident of.....

(4) Mother, Sreemati.....resident of.....

(5) Daughter, Sreemati.....resident of.....

(All the relatives will be made as Respondents)

6. That the amount of the assets of the deceased which are likely to come to the hands of the petitioner, are detailed in Schedule-A, which is annexed with the present petition. The petitioner has set forth all the assets and liabilities with complete particulars of the estate of the deceased as the petitioner could ascertain as of now with the best of his efforts.

-
7. That so far as your petitioner has been able to ascertain and is aware there are no properties and effects other than those specified in the affidavit of assets.
 8. That the petitioner undertakes in case of any other properties and effects coming to his hands to pay Court-fees payable in respect thereof.
 9. That there is no legal impediment to the grant of letters of administration in favour of the petitioner.
 10. That the petitioner undertakes to execute the Will of the testator as per his wishes and undertake to take all steps as per his wishes and desires and directions of the deceased as contained in the Will annexed.
 11. That the petitioner is claiming the letters of administration of the Will and has filed this petition being the beneficiary mentioned in the Will.
 12. That to the best of the belief of the petitioner, no petition has been made to any other court for the purpose of the said Will.
 13. That the deceased died and had a fixed abode within the territorial jurisdiction of this Hon'ble Court. The immovable property is also situated within the jurisdiction of this Hon'ble Court and therefore this Hon'ble Court has the jurisdiction to entertain, try and decide this petition.
 14. That the requisite court fee of Rs. has been affixed on this petition.

PRAYER:

It is, therefore, most humbly prayed that:

- a. The Letters of Administration of the Will be granted to the petitioner.
- b. Any other or further relief which this Hon'ble Court may deem fit just proper and necessary may also be granted in favour of the petitioner.

Place:

PETITIONER

Date:

THROUGH

ADVOCATE

VERIFICATION:

I,, S/o....., R/o....., the petitioner in the above petition, declare that what is stated herein is true to the best of my information and belief. Last para is the prayer to this Hon'ble Court.

Verified at New Delhi on this day of.....

PETITIONER

VERIFICATION:

I,S/o....., R/o....., one of the witness to the last WILL and Testament of the Testator mentioned in the above petition, declare that I was present and saw the said Testator affix his signature on the WILL annexed to the above petition and acknowledge the writing annexed to the above petition to be his Last WILL and Testament in my presence.

WITNESS NO. 1

VERIFICATION:

I, W/o....., R/o....., one of the witness to the last WILL and Testament of the Testator mentioned in the above petition, declare that I was present and saw the said Testator affix his signature on the WILL annexed to the above petition and acknowledge the writing annexed to the above petition to be his Last WILL and Testament in my presence.

WITNESS NO. 2

[NOTE : To be supported by an affidavit]

* * * * *

PETITION FOR THE GRANT OF SUCCESSION CERTIFICATE

**IN THE COURT OF THE ADMINISTRATIVE CIVIL JUDGE,COURT
(DISTRICT.....), DELHI
SUCCESSION PETITION NO.....OF.....**

IN THE MATTER OF:

X _____
S/O
R/O

... APPLICANT/PETITIONER

VERSUS

1. STATE _____
2. Y _____
S/O
R/O

...RESPONDENTS

**PETITION FOR THE GRANT OF SUCCESSION CERTIFICATE IN RESPECT OF
THE GOODS, DEBTS AND SECURITIES ETC. OF(deceased)
UNDER SEC.372 OF THE INDIAN SUCCESSION ACT, 1925.**

MOST RESPECTFULLY SHOWETH:

- (1) That the above-named died at(residential address)..... on or about the day of, 20..... .
- (2) That the said Deceased died intestate and that due and diligent search has been made for a Will but none has been found.
- (3) That deceased named above hereinafter referred to being the said deceased who had been during his lifetime till his death permanently residing and living at the abovesaid premises within the jurisdiction of this court and was by nationality and faith a Hindu citizen of India ruled by Dayabhaga /Tamil School of Hindu Law.
- (4) That the said Deceased at the time of his death left him surviving his only next-of-kin according to law (state law) residing at.....
- (5) That the Petitioner as(state relation) of the Deceased claims to be entitled to a share of the estate.
- (6) That there is no impediment under Section 370 of the Indian Succession Act, 1925 or under any other provision of this Act or any other enactment to the grant of the certificate or the validity thereof, if it were granted.
- (7) That the Petitioner has truly set forth in Schedule I hereto the securities in respect of which the certificate is applied for. The Succession Certificate is required for purpose of (state the purpose for which succession certificate is required). The said assets in respect of which the Succession Certificate is required are under the value of Rs.....

(8) That no application has been made to any District Court or Delegate or to any High Court for Probate of any Will of the said Deceased or for letters of Administration with or without the Will annexed to his property and credits.

(9) That no application for Succession Certificate in respect of and debt or security belonging to the estate of the Deceased has been (Or if made, state to what Court, by what person and what proceedings have been taken) made to any District Court or Delegate or to any High Court.

(10) That ad valorem duty of Rs. payable relating to grant of Succession Certificate hereunder prayed for has been paid.

(11) That this application is made bonafide.

PRAYER:

The Petitioner therefore prays:

(i) That a Succession Certificate, may be granted to the Petitioner in respect of debts and securities set forth in Schedule I hereto with power to collect and/or receive and/or realise the same inclusive of all interests accrued thereon and to sell and/or negotiate and/or deal with the same without any impediment.

(ii) That the Petitioner be exempted from presenting any security on that account.

PETITIONER
THROUGH
COUNSEL

VERIFICATION:

I the Petitioner above named, do solemnly declare that what is stated in paragraphs is true to my knowledge and that what is stated in the remaining paragraphs is true to information received from and believed to be true.

.....
PETITIONER

[NOTE : To be supported by an affidavit]

* * * * *

PETITIONS UNDER CONSTITUTIONAL LAW

WRITS

Meaning and evolution of the concept of Writ:

The term 'writ petition' in its general connotation means a Petition filed before the competent Courts, having prerogative powers, when some special and inherited rights of the people are infringed by the government or its officials.

In the common laws of England this term is well settled as a 'prerogative writ' which means a writ special associated with the king. It resembled the extraordinary authority of the Crown/Court. In English prerogative writs were issued only at the suit of the king but later on it was made available to the subject also.

Habeas Corpus

Habeas Corpus is a writ requiring the body of a person to be brought before a judge or Court. In other words, it is a prerogative process for securing the liberty of the subject which affords an effective means of immediate release from unlawful unjustifiable detention whether in prison or in private custody. It is an ancient supreme right of the subject. Its object is the vindication of the right of the personal liberty of the subject. The High Courts and The Supreme Court have got a very wide power of protecting the liberty of subjects, under Art.226 and Art.32 respectively of the Constitution. These powers are to be exercised on certain fixed judicial principles and not in an arbitrary manner. The jurisdiction can be exercised if the Court is satisfied that the detention is illegal or improper, where the Court can also embark upon an inquiry as to whether the enactment under which a person is detained is proper or not. A proceeding of habeas corpus is essentially of a civil character, and is concerned with the personal liberty of a citizen. However, the power is exercised on the criminal side of the High Court's appellate jurisdiction. The High Courts and the Supreme Court exercise this power when satisfied that the matter is of urgency, and no other legal remedy is available.

An application for *habeas corpus* may be made by any person interested in the liberty of the detainee without unreasonable delay; and it must be supported by an affidavit of the petitioner. Ordinarily a rule nisi (to show cause) is issued by the Court in the first instance. It is not open to the Court to go behind the reasons given by Government for the detention, and it must see the motive of the impugned law and the *bonafide* of the Government. If the impugned detention has been induced by *malafide* and some other strenuous reasons and not for bonafide cause, it shall be quashed and the individual shall be set at liberty.

Mandamus

It is a high prerogative writ of a most extensive remedial nature. The Supreme Court and high court have power respectively under Article 32 and Article 226 of the Indian constitution to issue this writ in the form of a command directing any person holding public office under the

government or, statutory bodies or, corporation or, to an inferior Court exercising judicial or quasi-judicial function to do a particular act pertaining to his office or duty and which the court issuing the writ considers to be the right of the petitioner and is in the interest of justice. It is not restricted to persons charged with judicial or quasi-judicial; duty only.

It is issued only when there is a specific legal right, but not specific legal remedy to enforce that right. It lies for restoration, admission and election to office of a public nature so long the office is vacant. It may, also, lie for the delivery, inspection and production of public books, papers and documents provided that the petitioner has a direct tangible interest in such books, paper and documents. It lies for the performance public duties which are not discretionary and compel public officials to perform such public duties.

Mandamus will not be issued when any alternative remedy by way of appeal or any other remedy under any other statute is available. Article 32 is limited to the enforcement of fundamental right of part III of the Constitution only.

Certiorari

The writ of *Certiorari* may be issued to any judge, Magistrate or person or body of person or authority vested with judicial or quasi-judicial functions. An order of *Certiorari* is an order directing the aforesaid authorities and requiring them to transmit the record of the proceedings in any cause or matter to the High Court to be dealt with there. It may be issued when the decision complained is of an authority having the legal duty to act judicially or quasi-judicially, and the authority has either no jurisdiction, or there is an excess of jurisdiction. Mainly it is issued for quashing decisions only.

Prohibition

The writ of prohibition is an order directed to an inferior Court or tribunal forbidding such Court or tribunal from continuing with the proceeding of any cause or matter. It is an appropriate writ 'to a tribunal which threatens to assume or assumes a jurisdiction not vested in it, so long as there is something in the proceedings left to prohibit.'

The difference between a writ of *Prohibition* and *Certiorari* is that the former is issued to restrain a tribunal from doing an act before it is actually done, while the latter may be issued during the course of the proceeding of an act and even after the act is done and the proceeding is concluded. Both can be issued to the person, or body, or tribunal if charged with judicial or quasi-judicial duties.

Quo Warranto

It is a writ questioning a right of a person holding an office of a public nature, and direct him to show an authority under which he is holding such office or exercising the right. In older days it lay against the crown who claimed or usurped any office, franchise or liberty for holding an enquiry by what authority he support his claim. Now, it may be issued any person holding the office of a public nature on the application of any person without alleging the violation of his any specific right.

Any member of the public acting in good faith and whose conduct otherwise did not disentitle him to the relief can apply to the High Court for this writ. For instance, any registered graduate of any university can apply for the instance of this writ against any member of University Syndicate or Executive Council or Academic Council or any such other statutory body of that University. Likewise, a petition may lie against the Speaker, chairman or the parliament of state legislation or any other statutory or local bodies. If the opposite party fails to support his claim, he will be ousted from the office and may be ordered to pay fine and cost of the petition.

WRIT PETITION (CIVIL)**IN THE HIGH COURT OF DELHI AT NEW DELHI
(WRIT JURISDICTION)****WRIT PETITION (CIVIL) NO. _____ OF 20...**

IN THE MATTER OF :

X _____ S/o _____ R/o _____ PETITIONER

VERSUS

Municipal Corporation of Delhi,
Through Its Commissioner

... RESPONDENT

**WRIT PETITION UNDER ARTICLE 226 OF CONSTITUTION OF INDIA
FOR ISSUANCE OF PREROGATIVE WRIT OF MANDAMUS
OR ANY OTHER APPROPRIATE WRIT**

Most Respectfully Showeth:

1. That the petitioner is a citizen of India residing at _____. The respondent is Municipal Corporation of Delhi having their office at Town Hall, Chandni Chowk, Delhi.

BRIEF FACTS:-

2. That the petitioner is aggrieved by the illegal appointments of daily wage workers by the M.C.D. office in defiance of Notification No. MCD/LF/01-103 datedwhich requires the M.C.D. to appoint only those people as Daily wage worker who are below the age of 30 years as an The said Notification was issued after it was duly approved.

3. That the petitioner is of 27 yrs of age and was working as a daily wage worker, when on his services were terminated without notice/prior intimation. The Petitioner during his service worked to the satisfaction of his superiors. The respondent has appointed Sh. Ompal, Sh. Ram and Smt Maya in defiance of the said notification M.C.D./LF/01-/03 at (date) as all the three people namely Om Pal, Sh. Ram and Smt. Maya are more than 30 years of age as on The about named persons were appointed in utter disregard of Notification. The respondent, however, removed the petitioner from service although petitioner met the requirements. That the Petitioner made representation to the respondent vide letter dated, and also met the commissioner personally and apprised them of his grievance, however nothing materialized.

4. That in spite of oral and written representations the respondent have not cared to act and are maintaining stoic silence on the whole issue.

5. That the petitioner have thus approached the Hon'ble court on amongst others the following grounds:

GROUND:

(a) Because the action of the respondent is contrary to law and good conscience.

- (b) Because the action of the respondent is arbitrary, unreasonable, irrational and unconstitutional.
- (c) Because the respondent have no right to play with the career of the petitioner.
- (d) Because the petitioner was removed from job inspite of the fact that he was below age and fulfilled all requirements.
- (e) Because the respondent appointed. Sh. Ompal, Sh. Ram and Smt Maya despite their being average and not meeting requirements of Notification No. MCD/LF/01-103 dated
- (f) Because the action of the respondent is bad in law
- (g) That the Petitioner craves, leave of this Honorable Court to add, amend, and alter the grounds raised in this petition.
6. That the cause of action in present case arose on when the respondent brought out the Notification No. MCD/LF/01-103 dated, it further arose when on the petitioner was removed from job inspite of the fact that he was below age and fulfilled all requirements, it further arose when respondent appointed. Sh. Ompal, Sh. Ram and Smt Maya despite their being average and not meeting requirements of Notification No. MCD/LF/01-103 dated; it further arose when representations were made to respondent orally and in writing on, and The cause of action further arose when respondent did not act inspite of the fact having brought to their notice. The cause of action is continuing one.
7. That the Petitioner has no other alternative efficacious remedy except to approach this Hon'ble Court by way of this writ petition.
8. That the petitioner has not filed any other similar writ petition either before this Hon'ble Court or before the Supreme Court of India.
9. That there has been no undue delay in filing of this petition.
10. That the Hon'ble court has territorial jurisdiction to entertain the writ petition.
11. That the requisite court fee of Rs. 50/- has been affixed on this petition.

PRAYER:

The petitioner most humbly prays that this Hon'ble Court may be pleased to :-

- (a) issue appropriate writ in the nature of mandamus or any other appropriate writ directing the Respondents to cancel the illegal appointment made in disregard of Notification No. MCD/LF/01-103 dated and
- (b) issue necessary directions to appointment of petitioner and
- (c) issue any other further order/orders or direction/directions as this Hon'ble Court may deem fit and appropriate no the facts and the circumstances of this case.

Date:
Place:

PETITIONER
THROUGH
ADVOCATE

[NOTE : The petition will be supported by an affidavit]

WRIT PETITION (CRL.) FOR ENFORCEMENT OF FUNDAMENTAL RIGHT

**IN THE HIGH COURT OF DELHI, AT NEW DELHI
WRIT PETITION (CRL.) NO.....OF 20.....**

IN THE MATTER OF:

Mr. _____

S/o Sh. _____,

R/o _____

.....Petitioner

Versus

1. Union of India,
Through
Secretary to the Govt. of India
Ministry of Finance,
Department of Revenue,
North Block, New Delhi-11001
2. The Joint Secretary (PITNDPS),
to the Government of India,
Ministry of Finance,
Department of Revenue,
Room No.26, Church Road,
R.F.A. Barracks,
New Delhi -110001
3. Director General,
Directorate of Revenue Intelligence
Delhi Zonal Unit, B-3 & 4, 6th Floor,
Paryavaran Bhavan, CGO Complex,
Lodhi Road, New Delhi-110003

.....Respondents

**PETITION UNDER ARTICLE 226 AND 227 OF THE CONSTITUTION OF INDIA
READ WITH SECTION 482 OF THE CODE OF CRIMINAL PROCEDURE, 1973
SEEKING ISSUANCE OF A WRIT OF MANDAMUS AND/OR ANY OTHER
APPROPRIATE WRIT, ORDER AND/OR DIRECTION IN THE NATURE THEREOF,
THEREBY DIRECTING THE RESPONDENTS TO PLACE ON RECORD THE
DETENTION ORDER DATED PASSED IN RESPECT OF THE PETITIONER
ISSUED UNDER SECTION 3(1) OF THE PREVENTION OF ILLICIT TRAFFIC IN
NARCOTIC DRUGS AND PSYCHOTROPIC SUBSTANCES ACT, 1988 BY THE
RESPONDENT NO.2, ALONGWITH GROUNDS OF DETENTION AND RELIED
UPON DOCUMENTS AND SIMILAR MATERIAL IN RESPECT OF OTHER CO-
ACCUSED PERSONS AND FURTHER SEEKING ISSUANCE OF A WRIT OF
CERTIORARI AND/OR ANY OTHER APPROPRIATE WRIT, ORDER AND/OR**

DIRECTION IN THE NATURE THEREOF, THEREBY QUASHING THE SAID DETENTION ORDER PASSED AGAINST THE PETITIONER

MOST RESPECTFULLY SHOWETH:

1. That, vide the present petition the petitioner is challenging detention order dated issued under section 3(1) of the Prevention of Illicit Traffic in Narcotic Drugs and Psychotropic Substances Act, 1988 by the respondent no.2 against him, in respect of which he has recently come to know, when some officials, claiming themselves to be police officials, visited his abovementioned premises in the first week of this month for its execution. It is worth mentioning here that similar detention orders were issued against even other co-accused persons, namely X and Y, which have been revoked on the recommendation of the Advisory Board, who did not find sufficient grounds for detention of those respective detenues. Copy of such a detention order bearing No. U-11011/1/20.....- PITNDPS dated qua Mr. X is enclosed herewith as Annexure A. Copies of the grounds of detention passed in support of that detention order alongwith the list of relied upon documents are also enclosed herewith as Annexures B & C respectively.

2. That the allegations, as revealed from the grounds of detention in respect of his said co-accused, are that the petitioner was involved with other accused persons, in the activities of acquiring, possessing, hoarding, selling and exporting NDPS items. It is respectfully submitted that all the allegations as made in the grounds of detention are false, frivolous and motivated ones, which is also apparent from bare reading of grounds of detention and the documents, said to be relied upon at the time of passing the impugned detention order, since even as per those allegations the petitioner has not committed any offence whatsoever under the Narcotic Drugs and Psychotropic Substances Act, 1985 (in short Act). It is further submitted that in order to falsely implicate the petitioner in the matter he was forced /coerced to make certain involuntary statements under section 67 of the Act, which have been duly retracted. Not only this, it is respectfully submitted that, the petitioner is made to understand that, even other co-accused were forced/coerced to make certain involuntary and incorrect statements from which even they have retracted at the first available opportunity.

3. That, the petitioner's case is fully covered by the exceptions, as laid down, by the Hon'ble Supreme Court in Alka Subhash Gadia's case. It is respectfully submitted that recently the Hon'ble Supreme Court in Deepak Bajaj vs. State of Maharashtra, 2010 (4) SCC (Cri) 122 has summarized the law on the issue as under:

(a) Five grounds mentioned in Alka Subhash Gadia case, on which Court can set aside detention order at pre-execution stage, are illustrative and not exhaustive. It was also reiterated that judgment of a court is not to be read mechanically as a Euclid's theorem nor as if it were a statute, hence, cannot be constructed as such.

(b) It was held that entertaining petition against preventive detention order at pre-execution stage should be an exception and not a general rule. However, if a person against whom a preventive detention order is passed comes to court at pre-execution stage and satisfies the court that such order is clearly illegal, there is no reason why the court should stay its hands and compel him to go to jail even though he is bound to be released subsequently because of illegality of such order. If a person, is sent to jail, then even if he is subsequently released, his reputation may be irreparably tarnished. Liberty of a persona is a precious fundamental right under article 21 and should not be lightly transgressed.

(c) Non-placement of retractions of confessional statement and other relevant material before detaining authority vitiates detention order even at pre-execution stage. Hence, on facts, it was held that, as relevant materials were not placed before detaining authority, it vitiated the detention order.

4. That, therefore, under these circumstances, it is respectfully submitted that the impugned detention order dated is highly illegal and a nullity in the eyes of law and the same is liable to be quashed on the following amongst other grounds which are without prejudice and in addition to each other.

GROUND

A. Because though the impugned detention order was passed on, but till date the same has not been executed, despite the fact that throughout this period the petitioner was available at home and was attending all his daily routine activities. Not only this, it is further respectfully submitted that, the petitioner was regularly appearing before the Trial Court in the prosecution proceedings, launched at the instance of the sponsoring authority. It is submitted that the long and undue delay in execution of the impugned detention order creates doubt about the genuineness qua subjective satisfaction of the detaining authority in detaining the petitioner preventively. Therefore, in view of the exceptions of the Alka Subhash Gadia's case the impugned detention order is liable to be quashed. Copies of the relevant order sheet of the Trial Court in prosecution proceedings is enclosed herewith as Annexure D.

B. Because the petitioner says and submits that the alleged incident took place on 23/24.10.11, however, no detention order was passed till 10.09.13, which clearly shows that there has been long and undue delay in passing the impugned detention order, which has snatched the nexus between the purpose of detention and the allegations, as made in the grounds of detention. Therefore, it is apparent that the detention order has been passed on stale incident and on this ground also the impugned detention order is liable to be quashed, more particularly when similar detention orders under similar circumstances have already been revoked by the respondent no. 2, on the recommendation of the Advisory Board, who did not find sufficient cause for issuance of those detention orders.

C. Because since the date of the passing of the impugned detention order, which is for a period of one year only, the petitioner has not come to the adverse notice of any law enforcing authority. Therefore, under these circumstances, purpose of the said detention order has already been served and nothing would be achieved by sending the petitioner into custody pursuant to the impugned detention order, which was passed about more than 1 ½ year back for his detention for a period of one year. It is respectfully submitted that, under these circumstances, purpose of passing the impugned detention order is no more preventive. Therefore on this ground also the impugned detention order is liable to be quashed.

D. Because the petitioner/ detenu is a poor person and has clean antecedents. It is respectfully submitted that he is the sole bread earner of his family, which includes his old ailing parents, wife and minor children. It is further submitted that grave injustice has been done to the petitioner by executing the impugned detention order, which is even otherwise very draconian in nature, being violative of principles of natural justice. It is submitted that, the impugned detention order is unconstitutional.

E. It is further respectfully submitted that initiation of mere prosecution proceedings were sufficient to prevent the petitioner from indulging in the alleged prejudicial activities. Therefore, on this ground also the impugned detention order is liable to be quashed.

F. Because the impugned detention order is not only contrary to the facts of the case but also contrary to the settled principles of law.

5. That, the annexures annexed with this petition are true copies of their originals.

6. That, no similar petition has been filed either before this Hon'ble Court or any other Court including the Hon'ble Supreme Court of India.

7. That, the petitioner has no other efficacious remedy other than to file the present petition.

PRAYER:

In view of foregoing it is most respectfully prayed that:

(i) a writ of mandamus and/or any other appropriate writ, order and/or direction in the nature thereof may kindly be issued thereby directing the respondents to place on record the abovementioned detention order, issued under section 3(1) of the Prevention of Illicit Traffic in Narcotic Drugs and Psychotropic Substances Act, 1988 (in short Act) by the respondent no.2 against the petitioner dated alongwith the grounds of detention and relied upon documents, besides the similar material in respect of other co-accused/ detenus, who were detained earlier on the same set of facts and circumstances; and

(ii) further a writ of certiorari and/or any other appropriate writ, order and/or direction in the nature thereof may kindly be issued thereby quashing the abovementioned detention order dated, passed by the respondent no.2; and/or

(iii) any other order, as may be deemed fit and proper under the facts and circumstances of the case may also be passed in the matter in favour of the petitioner and against the respondents.

Petitioner

New Delhi

Dated:

Through

Advocates

[NOTE : To be supported by an affidavit]

SPECIAL LEAVE PETITION (CIVIL)

Article 136 of the Constitution of India vests the Supreme Court with the power to grant Special leave to appeal against any decree, order or, judgement in any cause or matter passed by any court or tribunal in the country.

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

ORDER XXI, Rule 3(1) (a), SUPREME COURT RULES 2013

(Under Article 136 of the Constitution of India)

SPECIAL LEAVE PETITION (CIVIL) No. OF

(Arising out of Judgment and order dated passed in Writ Petition No. 5427 of by Hon'ble High Court of Judicature of Bombay Bench at Aurangabad)

Between

Position of the Parties

In the High Court In this court

Vasant S/o Shankar Bhavsar

Age: Major, Occu:

Residing at & Post Faijpur,

Taluka Yawal, Dist: Jalgaon. ...

Petitioner

Petitioner

AND

1. D _____ S/o _____ ...
R/o _____, ...
Taluka: Bhusawal, Dist: _____

Contesting
Respondent

Contesting
Respondent

2. H _____ S/o _____, ...
R/o _____, ...
Taluka: Bhusawal, Dist: _____

Contesting
Respondent

Contesting
Respondent

3. C _____ S/o _____ ...
R/o _____ ...
Taluka: Bhusawal, Dist: _____

Contesting
Respondent

Contesting
Respondent

4. P _____ S/o _____
R/o: _____, ...
Dist: _____...

Contesting
Respondent

Contesting
Respondent

**SPECIAL LEAVE PETITION UNDER ARTICLE 136 OF
CONSTITUTION OF INDIA**

To

The Hon'ble Chief Justice of India and His Companion Justice of the Supreme Court of India.

The humble petition of the petitioner above named most respectfully showeth:

1. That the present petition has been filed seeking special leave to appeal in the final judgment and order dated of the Hon'ble High Court of Judicature of Bombay Bench at Aurangabad in Civil Writ Petition No.5427 of titled "Vasant S/o Sh. Shankar Bhavsar Versus Digambar & Ors." which was dismissed by the Hon'ble High Court.

2. **QUESTIONS OF LAW:**

That the following questions of law arise for consideration herein:

a) Whether in the facts and circumstances of the case the Hon'ble High Court was justified in dismissing the Civil Writ Petition

3. **Declaration in terms of Rule 3 (2):**

That the Petitioner states that no other petition for special leave to appeal has been filed by him against the judgment and order impugned herein.

4. **Declaration in terms of Rule 5:**

The Petitioner states that the Annexures filed along with the special leave petition are true copies of the pleading's and documents which formed part of the records of the case in the court below against whose order the leave to appeal is sought for in this petition.

5. **GROUND:**

That the special leave to appeal is sought on the following grounds:

I) Because the High Court had erred in passing the impugned judgment.

II) Because the High Court could not have allowed the errors to prevail by dismissing the writ petition.

III) Because the impugned judgments and orders of Hon'ble High Court and of Maharashtra Revenue Tribunal, Mumbai, dated, of the Sub-Divisional Officer, Bhusawal dated, of Tehsildar and Agricultural Lands Tribunal, Yawal, dated suffer from error apparent on the face of record.

IV) Because the reasoning of the authorities mentioned above that the will executed by Vishnu on, the original tenant and owner under the Bombay Tenancy Act; and the registered Hakka Sod Patrak dated executed by Digambar S/o Vishnu do not come in the definition of transfer as envisaged in Section -43 of the Bombay Tenancy Act, is unsustainable in law.

V) Because with respect to the Authorities below that the incidents of transfer mentioned in Section 43 of Bombay Tenancy Act viz. sale, Gift, Exchange, mortgage, lease, assignment or partition are not the only incidents of transfer to be considered in reference to Section 43 of the Act but they are only mentioned by way of examples. It does not mean the other incidents of transfer like will or Hakka Sod Patrak do not amount to transfer and are not to be considered by the authorities under the Bombay Tenancy Act.

VI) Because the ground No. V above is further supported by other provisions of Bombay Tenancy Act. For example Section 32-R lays down that purchaser U/s. 32 of the Act is to be evicted if he fails to cultivate land personally. Section 43 of the Act lay down restrictions on

the purchaser not to transfer the purchased land under the Act without the sanction of the Collector. Section 43 (2) of the Act says “any transfer or partition of land in contravention of Sub-Section (1) shall be invalid”. Section 70 (mb) lays down a duty on Mamlatdar to decide U/s. 48B or 84 C whether a transfer or acquisition of land is invalid and to dispose off land as provided in Section 84 C. Section 83 A (1) lays down that no person shall acquire land by transfer which is invalid under any of the provisions of the Act. Section 83 A(2) lays down that a persons acquiring land by invalid transfer shall be liable to consequences as laid down in Section 84 or 84 C of the Act. Section 84 of the Act provides for summary eviction of unauthorised or wrongful occupant of the land. Section 84 C of the Act gives authority to the Mamlatdar to hold enquiry of any such illegal transfer and to decide it accordingly. Section 84 C (3) lays down that land declared to be invalidly transferred to vest in the State. Section 84 C (1) gives the power to the Collector to dispose the land which are declared to be invalidly transferred.

VII) Because in the Section 32 R, 43 (1), 43 (2), Section 70 (mb), Section 83 A (1), 83 A (2), Section 84, 84 C, 84 C(3) and 84 CC (1) of the Bombay Tenancy Act, at many places the words “any transfer” are used as these sections are having wider scope covering all types of transfers, and not only to the six kinds of transfers mentioned in Section 43 of the Act. Therefore the reasoning of these authorities below that the will and Hakka Sod Patrak are not covered by Section 43 of the Act do not stand good in law.

VIII) Because the will and registered Hakka Sod Patrak have resulted into permanent transfer in perpetuity of this land purchased by the tenant U/s 32 of the Act, without sanction from the Collector U/s. 43 of the Act and therefore the application filed U/s 43 read with section 84 C of the Act was liable to be allowed completely.

IX) Because the definition of transfer as given in Section 5 Chapter II in Transfer of property Act is totally neglected by the learned three authorities below.

X) Because the learned authorities below have not taken into consideration all the circumstances of this case while deciding the matter.

XI) Because the judgments and orders of three authorities below are contrary to law and good conscience.

XII) The petitioner crave, leave of this Honorable Court to add, amend, and alter the grounds raised in this petition

6. **GROUND FOR INTERIM RELIEF:**

A. That the petitioner apprehends that the respondents may sell, alienate or part with the property illegally.

7. **MAIN PRAYER:**

Wherefore, it is respectfully prayed that this Hon’ble Court may kindly be pleased to:

a) Grant the special leave petition from the final judgment and order dated of the Hon’ble High Court of Judicature of Bombay Bench at Aurangabad in Civil Writ Petition No.5427 of titled “Vasant S/o Sh. Shankar Bhavsar Versus Digambar & Ors.” And

b)Be pleased further to pass such other order or orders as deemed fit and proper in the facts, reasons and other attending circumstances of the case.

PRAYER FOR INTERIM RELIEF:

(a) It is prayed that interim directions be issued to the Respondent may be directed not to sell, alienate or part with the property. Gat No. 2752 comprising of Survey No. 638/1, 638/3-A, 639/1, 639/3 area measuring 2 Hectares 87 Ares situated at village Nhavi, Taluka Yawal.

(b)Be pleased further to pass such other order or orders as deemed fit and proper in the facts, reasons and other attending circumstances of the case.

AND FOR THIS ACT OF KINDNESS THE PETITIONER SHALL EVER REMAIN GRATEFUL AS IN DUTY BOUND

Drawn and Filed by:

New Delhi

Date of drawn:

Advocate for the Petitioner

Date of filing:

[NOTE : To be supported by an affidavit]

* * * * *

SPECIAL LEAVE PETITION (CRIMINAL)

**IN THE SUPREME COURT OF INDIA
(CRIMINAL APPELLATE JURISDICTION)
ORDER XXII, Rule 2(1), SUPREME COURT RULES 2013
(Under Article 136 of the Constitution of India)**

SPECIAL LEAVE PETITION (CRL) No. _____ OF _____
(FROM THE FINAL JUDGEMENT AND ORDER DATED _____ PASSED BY THE HIGH
COURT OF _____ AT _____ IN CRIMINAL APPEAL NO. ____ OF ____)

IN THE MATTER OF:-

N. _____ S/o _____,
R/o _____
lodged in Model Jail, Chandigarh

... PETITIONER/ORIGINAL ACCUSED

VERSUS

1. Union Territory of _____
through Home Secretary,
Secretariat, _____

... RESPONDENT

2. S Singh S/o _____ R/o _____.

... PROFORMA RESPONDENT/
ORIGINAL ACCUSED.

**PETITION FOR SPECIAL LEAVE TO APPEAL UNDER ARTICLE 136 OF THE
CONSTITUTION OF INDIA**

To,

The Hon'ble Chief Justice of India
And his Companion Justices of
The Supreme Court of India

The humble petition of the above named petitioner most respectfully sheweth:

1. That the present Special leave Petition (Criminal.) is filed against order dated 2..... of the High Court of Punjab and Haryana at Chandigarh, in Criminal Appeal No. 305-DB of, titled "Subeg Singh versus The State Union Territory of Chandigarh" whereby the Hon'ble Court dismissed the appeal of the petitioner.
2. That the present petition raises an important question of law for consideration before this Hon'ble Court. _____.

3. **Declaration under Rule 2(2)** - That the Petitioner states that no other petition for special leave to appeal has been filed by him against the judgment and order impugned herein.

4. **Declaration under Rule 4-** The Petitioner states that the Annexures filed along with the special leave petition are true copies of the pleading's and documents which formed part of the records of the case in the court below against whose order the leave to appeal is sought for in this petition.

5. **BRIEF FACTS**

On the night intervening murder of Shri Bachna Ram, who was a cook and domestic servant of Shri Devinder Singh Brar, resident of house No. 53, Sector 28-A Chandigarh, was committed in the kitchen of his house when Shri Devinder Singh Brar and his sister Smt. Gurmail Kaur were in Aurngabad. The F.I.R. was registered on the statement of Capt Jagat Pal Singh PW-11 who resides in the neighborhood of house No. 53. The offence came into light when Smt. Babita the sweeper of House No. 53 informed Capt. Jagat Pal Singh PW-11. On the information given by Catpain Jagat pal Singh, PW-11 S.I. Puran Chand aforesaid recorded D.D.R. No. 46 dated in the Rojnamcha of the police-Station East, Chandigarh and formed a Police party and came to House No. 53. The investigation of this case remained pending with S.I. Puran Chand up to The police remained unsuccessful in tracing out the crime till On that day, Balwan Singh S.I. PW-24 of the CIA staff, took over the investigation of this case. He along with members of the police party including S.I. Partap Sing PW-23 visited House No. 53. Sector 28-A Chandigarh where Mr. Devinder Singh Brar PW-12 was present. In his presence, appellant Gurdev Singh was interrogated and he made certain disclosures after which the further story unfolded. After completion of the investigation the accused were challaned on the charges under Section 120-B, 392/120-B, 302/34, 302/114, I.P.C. The accused pleaded not guilty to the charge framed against them and claimed trial. The Court of Sh. B.S.Bedi, Session Judge, Chandigarh convicted the accused U/s. 120-B, 302/34 and in alternative 302/114 IPC.

6. That the copy of the Trial Court judgment passed by Sessions Judge Chandigarh convicting and sentencing the petitioner in Sessions Case No.15 of U/s. 120-B, 302/34 and in alternative 302/114 IPC is Annexure P-1.

7. **GROUND**S

Being aggrieved and dissatisfied with the impugned order, the Petitioner approaches this Hon'ble Court by way of Special Leave Petition on the following amongst other grounds:-

A. Because the judgment and order dated passed by the Hon'ble High Court which dismissed the appeal of the appellant is contrary to law and facts and hence the same is liable to set aside both on the point of law and equity.

B. Because the prosecution only produced the partisan or the interested persons as witnesses in order to prove the commission of crime by the petitioner. This fact doubts the truthfulness of the case of prosecution.

C. Because the prosecution has suppressed the origin and genesis of the occurrence and has thus not presented the true version.

D. Because the prosecution has miserably failed to prove its case beyond doubt against the petitioner.

E. Because the witnesses have not deposed correctly and there is discrepancy in the depositions of witnesses and the conviction of the petitioner is bad.

F. Because the Hon'ble Court ignored the fact to be considered in the case was as to whether the evidence of PW-5 Gurpartap Singh, the approver, was reliable and if so whether there was corroboration to his evidence on material particulars so as to warrant conviction. It is high-lighted that it was a case of no evidence from the side of the prosecution and, therefore, the evidence of the approver and other circumstances, corroborated by his statement cannot be the base of conviction of the appellant.

G. Because Gurpartap Singh PW-5 lost his status as an approver when he appeared before the learned Committing Magistrate and his statement was recorded as PW-1 on The relevant portion of the same is as follows:-

“Before I had no conversation with anybody. On my self, accused Subeg Singh and accused Nand Singh were coming from Rajpura to Chandigarh on a Motorcycle. I had come to Chandigarh on that date for the first time. When we crossed Zirakpur, we were apprehended on the first Chowki by the Chandigarh Police. From there we were apprehended and implicated in this case. I do not know where Sector 28 is. I was threatened by the Police that I should give a statement in favour of the Police otherwise I would be involved in a TADA case and should suffer imprisonment for whole of the life. In the Jail also, the police people used to visit me and threaten and intimidate me. I made statement before the Chief Judicial Magistrate on account of fear of the police. I have nothing more to say about this Case”

H. Because the above statement will show that the tender of pardon given to Gurpartap Singh by the Learned Chief Judicial Magistrate, Chandigarh on was no, more available and he lost the status of an approver. It is stated here that the Learned Committing Magistrate was entirely wrong in permitting the cross-examination of Gurpartap Singh by the prosecution by declaring him hostile. This could not have been done for the simple reason that he did not attain the status of a witness. This being so, all the proceedings after with regard to the examination of Gurpartap Singh as a witness by the Learned committing Magistrate or by the Learned Sessions Judge, Chandigarh stood vitiated being totally illegal. It is submitted that from the date when Gurpartap Singh made the above statement, he is to be taken as an accused and not an approver, he had made altogether different statement from the one alleged to have been made after alleged acceptance of tender of pardon.

8. Grounds for interim relief

9. **PRAYER**

The Petitioner herein prays that this Hon'ble Court may graciously be pleased to:

a) Grant special leave to appeal to the petitioner against judgment and order dated of the High Court of Punjab and Haryana at Chandigarh, in Criminal Appeal No. 305-DB of, titled “Subeg Singh & Anr., versus The State Union Territory of Chandigarh”

b) Pass any other order which this Hon'ble Court may deem fit and proper in the facts and circumstances of the case in favour of the Petitioner.

11. Prayer for interim relief

NEW DELHI

DRAWN ON: _____

FILED ON: _____

[NOTE : To be supported by an affidavit]

DRAWN AND FILED BY
ADVOCATE FOR THE PETITIONER

PLEADINGS UNDER CRIMINAL LAW
APPLICATION FOR GRANT OF BAIL

IN THE COURT OF CHIEF JUDICIAL MAGISTRATE (DISTRICT),
.....COURT, DELHI

BAIL APPLICATION NO. OF 20....

IN THE MATTER OF:

X _____

S/o _____

R/o _____

.....APPLICANT

VERSUS

STATE

....RESPONDENT/COMPLAINANT

FIR NO. _____ OF 20....

UNDER SECTION _____ BNS

POLICE STATION _____

APPLICATION FOR GRANT OF BAIL UNDER SECTION 480 OF THE
BHARATIYA NAGARIK SURAKSHA SANHITA, 2023

Most Respectfully Showeth:

1. That the accused above named was arrested by the police on and is in judicial custody since then. It is alleged that on....., the accused was suspiciously moving on Baba Kharak Singh Marg, New Delhi when the police apprehended him, conducted the search and recovered 3 gms. of smack from his pocket.
2. That the accused has been falsely implicated in the instant case and he has nothing to do with the alleged offence.
3. That nothing was recovered from the possession of the accused or at his instance and the so called case property has been planted upon the accused.
4. That the accused is a law abiding citizen and belongs to a very respectable family. He has never indulged in any illegal activities and commands respect and admiration his locality.
5. That on.....(date), the accused found some persons selling smack near Hanuman Mandir Cannught Place, New Delhi. The accused immediately reported the mater to police as the result of which police also arrested some of the persons. Since that time, those persons who were arrested at the instance of the accused, were threatening the accused to falsely implicate

him in a criminal case in collusion with police. The accused made a complaint in this regard to the Dy. Commissioner of Police, true copy of which is annexed hereto as Annexure-A.

6. That after the said complaint, the accused was called by the Vigilance Department, Delhi Police who enquired into his complaint. True copy of the said notice issued by the Vigilance Cell is enclosed herewith as Annexure-B.

7. That it is unimaginable that the accused who made a complaint against the sellers of smack, would himself indulge in such activities.

8. That the accused is a permanent resident of Delhi and there are no chances of his absconding in case he is released on bail.

9. That there is no chance of the accused absconding or tempering with the prosecution evidence in the event of release on bail.

10. That the accused undertakes to join the investigation as and when directed to do so.

11. That the accused is not a previous convict and has not been involved in any case of this nature except the present case.

12. That the present case is a result of clear manipulation by the police.

13. That the accused from all accounts is an innocent person.

PRAYER:

It is therefore respectfully prayed that the accused may kindly be released on bail during the pendency of this case.

Place:

THROUGH

APPLICANT

Date:

ADVOCATE

Note: To be supported by affidavit of Pairokar and Vakalatnama duly attested by Jail Authorities.

* * * * *

APPLICATION FOR THE GRANT OF ANTICIPATORY BAIL
IN THE COURT OF SESSIONS JUDGE (DISTRICT.....),.....COURT DELHI
ANTICIPATORY BAIL APPLICATION NO. _____ OF 20....

IN THE MATTER OF:

X _____

S/o _____

R/o _____

... APPLICANT

VERSUS

STATE

...RESPONDENT/COMPLAINANT

FIR NO. _____ OF 20....

UNDER SECTION _____ BNS

POLICE STATION _____

APPLICATION FOR THE GRANT OF ANTICIPATORY BAIL UNDER
SECTION 482 OF THE BHARATIYA NAGARIK SURAKSHA SANHITA, 2023

Most Respectfully Showeth:

1. That the Applicant is a youngman aged 20 years residing at _____, Delhi. He is also a Director of M/s. ABC Ltd. which is a very leading company engaged in the manufacture of electrical appliances.
2. The Applicant is a very respectable person of his locality and is a peace loving citizen.
3. That the Applicant was on friendly terms with Miss Y major daughter of the Complainant. However, the relationship of the Applicant with Miss Y was not liked by her family members so much so that they had stopped Y from meeting the Applicant and had threatened her that in case she meet the Applicant, they will implicate the Applicant in some false criminal case.
4. That Miss. Y had also written number of letters to the Applicant calling upon him to marry her as she had feared that her family members may sabotage her relationship with the Applicant, which shows that family members of Miss. Y were deadly against the Applicant and were looking for some opportunity to falsely implicated him in some false criminal case in order to pressurize him to sever his relationship with Y.
5. That on(date), the Applicant had gone to meet his friend, who is residing in the neighborhood of Miss Y. When the Applicant reached the house of his friend, he was suddenly attacked by father, uncle and brother of Miss Y as a result of which he fell down and sustained abrasion/injuries. The Applicant's friend came to the rescue of the Applicant and with great

difficulty; the Applicant was saved from the clutches of Miss Y's family members by other neighbors and passersby.

6. That the police has registered a false FIR against the Applicant. A bare perusal of the said FIR reveals that the brother of Miss Y attacked the Applicant and not vice-versa. As a matter of fact, the aggressor has manipulated with the police and has falsely implicated the Applicant. The Applicant is in fact the victim at the hands of the Complainants who have conspired with the police and got this case registered against them. The photostat copies of the letters written by Miss Y to the Applicant are annexed herewith.

7. That the FIR registered against the Applicant is absolutely false and incorrect. The Applicant is not at all involved in the alleged offence and has been falsely implicated by the police.

8. That the Applicant apprehends that he may be arrested in pursuance of the aforesaid false and fictitious complaint.

9. That the police officials have visited the premises of the Applicant in his absence and there is every likelihood of his being arrested in the instant case.

10. That the Applicant undertakes to join the investigation as and when directed to do so.

11. That the Applicant is a permanent resident of Delhi and there is no chance of his absconding in case he is granted anticipatory bail.

12. That the Applicant has never been involved in any criminal case except the present one.

PRAYER:

It is, therefore most respectfully prayed that the Applicant be released on bail in the event of his arrest and appropriate directions in this regard may please be sent to the concerned Investigating officer/S.H.O. Any other order/orders which this Hon'ble Court may deem fit and proper on the facts and circumstances of this case may also be passed.

Place:

Date:

APPLICANT
THROUGH
ADVOCATE

[**Note:** To be supported by affidavit]

* * * * *

COMPLAINT UNDER SECTION 138, THE NEGOTIABLE INSTRUMENTS ACT

**IN THE COURT OF JUDICIAL MAGISTRATE FIRST CLASS (NI ACT),
.....COURT, (DISTRICT _____), DELHI**

CRIMINAL COMPLAINT NO. _____ OF 20.....

X _____
S/o _____
R/o _____

....COMPLAINANT

VERSUS

Y _____
S/o _____
R/o _____

....ACCUSED

JURISDICTION : P. S. _____

**COMPLAINT UNDER SECTION 138 OF THE
NEGOTIABLE INSTRUMENTS ACT, 1881**

MOST RESPECTFULLY SHOWETH:

1. That the Complainant is the owner and landlord of flat bearing No. _____, New Delhi.
2. That the accused is a tenant under the Complainant in respect of flat bearing No. _____ New Delhi, comprising of two bed-rooms, drawing-cum-dining room, study room, kitchen-room, two bathrooms-cum-toilets and a terrace at a monthly rent of Rs. 2500/- for residential purposes w.e.f. _____. True copy of the Lease-deed dated _____ is annexed hereto as Annexure – 'A'
3. That on _____ the accused handed over cheque bearing Nos. _____ dated _____ for Rs. _____ drawn on _____ Bank, New Delhi to the complainant towards rent of the said premises for the months of September, October and November, the said original cheque is annexed hereto as Annexure – B.
4. That the Complainant deposited the said cheque in his account with the (bank name) on _____ (date) but the same was dishonoured on presentation with the remarks 'REFER TO DRAWER'. The original returning memos dated _____ in respect of the said cheque is annexed hereto as Annexure – 'C'.
5. That vide letter dated....., the Complainant called upon the accused to make the payment of the amount covered by the dishonoured cheque. The said letter was sent to the accused by Regd. A.D. as well as U.P.C. However, the accused failed to make the payment of the amount in question to the Complainant.
6. That the cheque in question were returned unpaid because the amount standing to the credit in the Accused's account was insufficient to honour the cheque in question and as such the

Accused is liable to be prosecuted and punished under Section 138 of the Negotiable Instruments Act, 1881 as amended upto-date.

7. That the Complainant has complied with all the requirements of Section 138 of the Negotiable Instruments Act, 1881 as amended upto-date namely the cheque in question were presented on _____ i.e. within the period of its validity, the demand for payment was made to the Accused on i.e. within thirty days of the date or receipt of information regarding the dishonouring of the cheque. True copy of the said demand dated is annexed hereto as Annexure – ‘D’. The postal receipt and the U.P.C. thereof are annexed hereto as Annexure-E collectively. The accused failed to make the payment within fifteen days of the said notice and as such the Complainant has approached this Hon’ble court within one month of the date of the cause of action. The Complaint is therefore within time.

8. That the Hon’ble Court has jurisdiction to entertain and try the present complaint because the offence is committed within the jurisdiction of this Hon’ble Court. (Mention how the court has jurisdiction based on the facts).

PRAYER:

It is, therefore most respectfully prayed that his Hon’ble Court may be pleased to summon the accused under Section 138 of the Negotiable Instruments Act, 1881 as amended upto-date and the accused be tried and punished in accordance with law for the aforesaid offence committed by him.

Place

THROUGH

COMPLAINANT

Date

ADVOCATE

Note : An affidavit in support to be annexed.

Note : List of witnesses to be mentioned at the end of the complaint or separately after writing short title of the complaint case –

1. Complainant;
2. Banker(s) of the complainant with record of the cheque.
3. Banker(s) of the accused with record of the cheque
4. Any other witness, if needed, as per the facts of the case

* * * * *

**APPLICATION FOR MAINTENANCE UNDER SECTION 144 OF THE
BHARATIYA NAGARIK SURAKSHA SANHITA, 2023**

**IN THE COURT OF PRINCIPAL JUDGE, FAMILY COURT,.....COURT
(DISTRICT.....), DELHI.**

MAINTENANCE APPLICATION NO. _____ OF 20.....

IN THE MATTER OF:

1.Smt. X _____

W/o Z. _____

R/o _____

2.Master R

S/o Z _____

R/o _____

through his mother and natural guardian Smt X

APPLICANTS

VERSUS

Z _____

S/o _____

R/o _____

RESPONDENT

**APPLICATION UNDER SECTION 144 OF THE BHARATIYA NAGARIK
SURAKSHA SANHITA, 2023**

Most Respectfully Showeth:

1. That the Applicant No. 1 is the legally wedded wife of the Respondent while Applicant No. 2 is the legitimate son of the Respondent.
2. That the Applicant No.1 was married to the Respondent according to the Hindu Rites and ceremonies on _____(date) at New Delhi and the Applicant No. 2 was born out of their wedlock on _____. The Applicant No. 2 is staying with Applicant No. 1 at present.
3. That Applicant No. 1 and Respondent stayed together after their marriage and for the last two years proceeding_____, they were staying at Delhi.
4. That sometime during the period June-July, _____, the matrimonial life of the Applicant No. 1 and the Respondent got disturbed on account of the illegitimate affair of the Respondent with a girl named Mrs. A. The Applicant No. 1 made best possible efforts to persuade the Respondent to desist from indulging in an affair outside their wedlock. However, the same had no effect on the Respondent. Rather, the behavior of the Respondent towards Applicant No. 1 became rude, cruel and oppressive, and finally on _____, the

Respondent compelled the Applicant No. 1 to leave the matrimonial home along with Applicant No. 2, since then, the Applicants are staying with Applicant No. 1's father.

5. That the Applicant No.1 has made repeated attempts to join the Respondent in the matrimonial home. However, the Respondent has refused to take back the Applicants and has clearly informed Applicant No. 1 that he was planning to marry Mrs. A though the same is not permissible under law. As such, the Respondent has deserted the Applicants without any reasonable cause.

6. That the Respondent is liable to maintain the Applicants who have repeatedly requested the Respondent to provide them the appropriate maintenance. However, the Respondent has not only refused/neglected to maintain the Applicants, but has also refused to ever part with/return the articles belonging to Applicant No. 1 towards the dowry and Stridhan which are lying at the Respondent's house.

7. That the Respondent is a man of status and is working as a Wing Commander in Indian Air Force. He is getting monthly emoluments of about Rs. _____ per month and as such has sufficient means to maintain himself and the applicants. He has no encumbrances or liabilities except that of maintenance of the applicants.

8. That the Applicant No. 1 has no independent source of livelihood and as such is unable to maintain herself. She is staying with her father at Delhi and as such both the Applicants are dependant upon him.

9. That the Applicant No. 2 is a minor and is also staying with the Applicant No. 1. He is studying in Delhi Public School, New Delhi, and his monthly expenditure including school fees, dresses etc. is more than Rs. _____. Apart from this, the Applicant No. 1 has also kept a maid to properly look after the Applicant No. 2 and is paying her Rs. _____ per month which is presently being borne by her father.

10. That the Applicants are residing at Delhi. This Hon'ble Court therefore is competent to entertain and try this petition.

PRAYER:

It is, therefore, most respectfully prayed that the orders for maintenance of the Applicants be passed and against the Respondent directing the Respondent to pay the monthly allowance of Rs. _____ towards the maintenance of the Applicant No. 1 and Rs _____ towards the maintenance of the Applicant No. 2. The costs of these proceedings be also awarded to the applicants.

Place:

Date:

THROUGH

ADVOCATE

APPLICANTS

(Note :- An affidavit is to be attached to this petition)

Note : List of witnesses to be mentioned at the end of the complaint or separately after writing short title of the complaint case.

OTHER PLEADINGS

COMPLAINT UNDER THE CONSUMER PROTECTION ACT, 2019

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION (DISTRICT _____), DELHI CONSUMER COMPLAINT NO. OF 20....

IN THE MATTER OF:-

D _____

S/o Shri _____

R/o _____

...COMPLAINANT

VERSUS

1. District Manager, Telephones

_____ -

...OPPOSITE PARTY NO. 1

2. Sub-Divisional Officer Phones,

...OPPOSITE PARTY NO. 2

COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019

MOST RESPECTFULLY SHOWETH:

1. That the Complainant is a subscriber of telephone no. ____ prior to ____ number whereof was ____.

2. That the Complainant telephone went out of order on _____. Several complaints were lodged with the department concerned which did not yield any result.

3. That a written complaint was lodged by him in the office of the opposite party No. 1 on ____ and also on _____. He then approached personally to the Sub-Divisional Officer Phones _____ and filed a written complaint with him on _____. On _____ his telephone line was made operational.

4. That on _____, the communication system installed at the residence of the complainant was again found paralysed. The matter was again reported to the department. Authorities did not take any action. He then lodged a written complaint in the office of the opposite party No. 2 on _____. It did not find any response from the opposite parties. Another written complaint was lodged in the office of the opposite party No. 2 on _____. It also remained unattended. Complainant then moved to the opposite party No. 1 and presented before him a written complaint on _____ whereafter the telephone service of the complainant was revived on the same day after continuous 24 days fault in the line.

5. That the complainant paid his telephone bill dated _____ amounting to Rs. _____ on _____ vide receipt No. _____. On _____ he was asked by the Opposite Party to pay bill dated _____

_____ by _____ failing which telephone connection was liable to be disconnected by 5 p.m. same day. The complainant never received bill dated _____ till date in original. He approached the opposite party for a duplicate bill dated _____ when he was told by him that another bill dated _____ be paid on the same day itself without which the payment of bill dated _____ would not be accepted. Request of the complainant to trace and produce receipt of payment of bill dated _____ was turned down by the opposite parties and the complainant was forced to pay both the bills on _____ although the bill dated _____ stood paid vide receipt No. _____ dated _____.

6. That bill dated _____ charged Rs. _____ on account of rent from _____ to _____. Bill dated _____ charged for rent from _____ to _____. Thus applicant has been charged rent for the month of July _____ twice.

7. That on account of dereliction of duty and negligence on part of the opposite parties No. 1 and 2 the complainant suffered loss and injury due to deprivation, harassment, mental agony and loss of professional practice and for which he is entitled to compensation and refund of excess amount charged by the department.

8. That the complainant sent a notice to each of the opposite parties by registered post asking them to pay him a sum of Rs. _____ which now stands to Rs. _____ along with interest thereon till date of the actual payment to which none of them responded.

9. That in the interest of justice the complainant should be paid by the department through the opposite parties as under:

(1) Compensation of Rs. _____ @ _____ per day for 69 days during which the telecommunication system remained paralysed, for the loss and injury caused to the complainant due to negligence and dereliction of duty on the part of the opposite parties.

(2) Payment of Rs. _____ as stated in para 5 hereto along with interest @.....% p.a. till the date of actual payment.

(3) Payment of Rs. _____ as refund of rental for 69 days as stated in paras 2,3 and 4 thereof.

(4) Payment of a sum of Rs. _____ being amount of rent for the month of July charged by the opposite parties twice as stated in Para. 6 hereto.

(5) Payment of a sum of Rs. _____ towards cost of notices including charges for stationary postage etc., given to the opposite parties.

10. That in support of the above averments and claims documents have been enclosed alongwith this complaint.

11. That the cause of action arose on _____ when the telephone of the complainant went out of the order and the system remained disrupted for long 60 days merely due to the dereliction of duty and negligence of the opposite parties.

12. That for the purposes of Section.... of the Act compensation claimed by the complainant is below Rs. _____ so this Forum has jurisdiction to determine and adjudicate upon this consumer dispute.

13. That there is a duty cast upon the District Manager Telephones, the opposite party No. 1 and the officials working under him to maintain trouble free service of the communication system installed at the premises of the complainant and to which they have

miserable failed which has put the complainant to great deal of inconvenience, expense and mental agony.

14. That in the interest of justice the claims of compensation and refund should be allowed and also the interest as stated here before

PRAYER:

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

- (a) award compensation.....(for deficiency in services)
- (b) award compensation.....(for mental harassment)
- (c) award cost of the suit in favour of the Complainant and against the Opposite Party; 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.

It is therefore, most respectfully prayed that this petition be kindly allowed, an amount of Rs _____ and interest wherever due be declared payable to the complainant by the opposite parties and the Opposite parties be directed to pay the amount as aforesaid to the complainant within 30 days of the Hon'ble Forum

Date:

Place:

Note : An affidavit in support to be annexed.

Complainant
Through
Advocate

Pecuniary Jurisdiction for Consumer Complaints:

District Commission- Up to 50 Lakh

State Commission- More than 50 Lakh to 2 Crore

National Commission- More than 2 crore.

Refer: <https://www.pib.gov.in/PressReleasePage.aspx?PRID=1786342>.

* * * * *

CONTEMPT PETITION
IN THE HIGH COURT OF DELHI AT NEW DELHI
CONTEMPT PETITION NO. OF 20....
IN
CIVIL WRIT NO. OF 20....

IN THE MATTER OF :

1. X _____ S/o _____
R/o _____, New Delhi
2. Y _____ W/o _____
R/o _____, New Delhi ...PETITIONERS

Versus

1. Union of India through its Standing Counsel Delhi High Court, New Delhi.
 2. Land & Acquisition Collector Delhi Administration, Delhi.
 3. Delhi Development Authority, through its Vice Chairman, New Delhi
 4. Shri _____, Asstt. Director Task Force, DDA, New Delhi
- ...RESPONDENTS

**CONTEMPT PETITION UNDER SECTIONS 11, 12 OF THE CONTEMPT OF
COURTS ACT, 1971**

MOST RESPECTFULLY SHOWETH:

1. That the President Residents Welfare Association, _____ New Delhi filed Civil writ Petition No. 2420/20.... in the High Court of Delhi at New Delhi. The respondents in the said petition were the Union of India, Land Acquisition Collector and the DDA. The said petition is still pending and awaiting final disposal.
2. That the Hon'ble court on issued notice to the respondents and granted status quo thereby restraining the respondents including D.D.A. from demolishing the construction raised in the impugned area. The said area included plot No. 1, 2, 3, 4, 21, 22, 35 and 36 belonging to petitioners named above. The above plot were in Khasra No. 78/21/2. The copy of the orders for grant of status quo are annexed herein as Annexures A-1, A-2, A-3, After the issue of Rule on(the said order is Annexure A-2) the petition has not come up for hearing.
3. That the petitioners herein the contempt petition have also annexed the site plan. The same is Annexure A-4. The Plot area belonging to the petitioners is marked. Red.
4. The respondent D.D.A. had been conducting demolition in the said area on and since the petitioners apprehended that their property might also be demolished and therefore, approached the D.D.A. several times and made them aware of the court orders and specially the orders for grant of status quo. A written representation dated was also routed through the Residents Welfare Association, Vijay Nagar, Phase-I, Delhi to Deputy Director, Land, D.D.A., Delhi.

Annex. A-5 : The copy of the same is annexed as Annexure A-5 alongwith its English Translation. However, despite making the D.D.A. aware of the above/orders of grant of status quo in the Writ Petition (Civil) 2420/20..... the D.D.A. officials namely _____ alongwith Shri _____, came to the site on 4.1.99 at 3.45 P.M. and demolished the construction raised on plot No. 1, Block 'L', Plot No. 2, Block 'L', Plot No. 3, Plot No. 4, Plot No. 21, Plot No. 22, Plot No. 35 and 36 belonging to petitioners.

1. That as a result of demolition the petitioners have suffered loss as all the plots had the constructions on it. The details of constructions and the damage incurred is given herein below :

2. That it will not be out of place to mention that the respondent D.D.A. had earlier in the years and demolished the construction in the area for which status quo was granted but after the petitioners apprised them of the Court orders they got constructed the building demolished by them at their expense.

5. That the petitioners herein annex as Annexure A-6, the photo graphs of the place where their building situates and have been demolished by the respondent D.D.A.

6. That as detailed above, the petitioners being the owners of plot in Khasra No. 78/21/2 who had been given status quo orders by the Hon'ble Court in Civil Writ Petition 2420/20.... titled Resident Welfare Association v. Union of India and others had every right not to get the construction demolished from the D.D.A. The said status quo is still continuing by virtue of order dated of Justice _____ and Justice _____. By not complying with the said status quo orders of the Hon'ble Court, the respondent D.D.A. has committed the contempt of court, It is worthwhile to mention that the following officers are the Contemnners as they were conducting the demolition. They are Shri _____ respondent no.____, Shri _____ respondent no.____ and Shri _____, respondent no. ____.

7. The cause of action in the present petition arose when the respondent D.D.A. and specially its officers respondents no. 5, 6, 7, herein were apprised of the status quo orders in Civil Writ Petition 2420/20..... (C.M. No. 3592/20....) and the concerned officers refused to comply with the orders of the court. The cause of action is still continuing as the demolition had already been done on

PRAYER:

It is therefore most respectfully prayed that the Hon'ble Court may be pleased to initiate contempt proceedings against the above named contemnners. It is further prayed that the Hon'ble Court may be pleased to pass such further orders/directions as it may deem fit and proper.

Petitioner

Date: _____ Through _____
Place: _____ Advocate

[**Note:** The petition must be supported by an affidavit].

**COMPLAINT UNDER OF THE PROTECTION OF WOMEN FROM DOMESTIC
VIOLENCE ACT, 2005**

**IN THE COURT OF CHIEF JUDICIAL MAGISTRATE,COURT
(DISTRICT.....), DELHI
COMPLAINT NO.OF 20.....
U/S 12 OF DOMESTIC VIOLENCE ACT**

IN THE MATTER OF :-

Smt. X

W/o Late Sh. Y

R/o.....

...Complainant

Versus

Sh. Z

S/o

R/o

...Respondent

Police Station:

**COMPLAINT UNDER SECTION 12 OF THE PROTECTION OF WOMEN FROM
DOMESTIC VIOLENCE ACT, 2005**

Most Respectfully Showeth:

1. That the Respondent is the father- in- law of the Complainant who is harassing and torturing the Petitioner by illegal act of violence in order to throw her out of the matrimonial home.
2. That the Petitioner was married to Late Sh. Y onas per Hindu rites and ceremonies and thereafter started living in the matrimonial home as a joint family along with the Respondent and that out of the wedlock following two children were born who are in the care and custody of the complainant. The husband of the complainant died ondue to illness

S.No.	Name of Children	Relation	Age	Status
1	Master A	Son	8	Studying in class IV
2	Baby B	Daughter	5	Studying in class I

3. That before his death Sh. Y engaged in the manufacturing and trading of Auto parts and was having factory at rented accommodation atand was running as sole proprietor by the name and style of M/s..... and was also running a shop on ground floor.
4. That after the death of the husband of the Complainant on ...the Respondent has misappropriated the machines, tools raw materials etc. lying in the factory of the husband of the complainant and has also trespassed into the shop, belonging to husband of the complainant.
5. That the shop of the husband and Complainant has been taken over by the Respondent who doesn't allow the complainant to enter the same and to run the same.
6. That the Respondent is economically harassing the complainant as he has taken over the shop and doesn't pay any amount to the complainant who has no money and has no earnings at all and is dependent upon the shop of her husband for maintenance
7. That not only this, the Respondent maltreats the complainant in one way or the other and abuses her in filthy language and want her to vacate the second floor of the property so that they may trespass in to the same.
8. That the Respondent threatens the Complainant with the dire consequences on not vacating the second floor of the property.
9. That hence Complainant is left with no other alternative but to file the instant complaint under Section 12 of Protection of Women from Domestic Violence Act as complainant.
10. That the complainant has domestic relationship with the Respondent as Respondent was living with the complainant before the death of her husband.
11. That the deeds and misdeeds of the Respondent are affecting the health and safety of the complainant as well as her two children as after the death of her, the Respondent wants the children to stop going to the school and be sent to an orphanage.
12. That the complaint under Section 12 of the Protection of Women from Domestic Violence Act, 2005 is being filed as such by the aggrieved person.
13. That it is prayed that the Hon'ble court may take cognizance of the complaint and pass all/ any of the orders, as deemed necessary in the circumstances of the case.
14. Orders prayed for are:
 - I. Protection Order under Section 18 directing Respondent to stay away from Complainant and not to interfere in her possession of the ground floor, second floor of the property in any manner whatsoever
 - II. Residence Order under Section 19 directing the Respondent to restrain from dispossessing the Complainant from the second and the third floor of property no. (specifically shown in red in site plan enclosed) and to restraint from interfering in the possession of the Complainant on the ground floor of the property including the shop in property no.
 - III. Monetary Relief under Section 20 directing the Respondent to pay the following expenses as monetary relief
 - a. Food, clothes, medications and other basic necessities- Rs p.m.
 - b. School fees and related expenses – Rs p.m. amounting to total of Rs p.m.
 - IV. Compensation under Section 22 for causing mental agony and physical suffering by the complainant as deemed fit by this Hon'ble Court.

PRAYER

It is, therefore, most respectfully, prayed that this Hon'ble Court be pleased to grant the relief(s) claimed herein and pass such orders as this Hon'ble Court may deem fit and proper under the given facts and circumstances of the case for protecting the Complainant from domestic violence.

Complainant
Through
Advocate

VERIFICATION

Verified at Delhi on this day ofthat the contents of the paras 1 to of the above complaint are true and correct to my knowledge and nothing material has been concealed there from .

Complainant

- *To be accompanied by an affidavit*
* * * * *

PART B: CONVEYANCE

Definition of Conveyancing

The art of 'conveyancing' is of English origin. The word 'to convey' means to transfer or to make over. The word conveyancing means an instrument or deed through which one or more living person transfer his or their interest in present or in future in or upon an immovable property to one or more living persons. In other words conveyance means an act by which property is conveyed or voluntarily transferred from one person to another by means of a written instrument and other formalities. Section 2(10) of the Indian Stamp Act, 1899 defines the term 'conveyance' as:

“Conveyance includes a conveyance on sale and every instrument by which property, whether movable or immovable, is transferred inter vivos and which is not otherwise specifically provided for by Schedule I.”

History of Conveyancing

In ancient times, in England the deed writing was optional and it continued to remain optional until the time of King Charles II, particularly the case in which the deed was required not to be under seal. Writing was required only in the matter of importance. It was only during the reign of King Charles II that the British Parliament enacted in 1677 a legislation requiring writing for creation and transfer of the interest in landed property with an exception in case of lease for less than three year. The Real Property Act of 1845 required all grants of landed interest to be made in writing which came to be known as 'conveyancing'. The present form of conveyancing is based on the Conveyance of Land Act of 1845 and the Law of Property Act of 1925.

Conveyancing in India is not unknown as the word, '*Qabuliyatnama*', '*Jagirdar*', '*Muafidar*' and '*Charpatra*', etc., are there from ancient days in the Indian literatures. As in England and so in India, too, there are two types of Deeds, viz., 'Deed Poll' and 'Indenture'. *Charpatra* (Redemption of rent), *Jagir* grants, *Quabuliyats*, etc, were all the seal of the grantor. The Deed Poll is a document which is executed unilaterally in the first person while an indenture is bilateral or multilateral deed. Bonds, Power of Attorney and Wills are 'Deed Polls'. Mortgages, sales and gifts can also be unilateral and so these are 'Deed Polls', while a deed of Lease is a bilateral document to be executed by the Lessor and Lessee both and so it is an 'Indenture'. No legislation in India has ever been passed on the law of conveyancing.

The Position of Drafting in India

The condition of drafting of conveyancing in mofussil India was deplorable. It was only in the then Presidency Towns (metropolitan cities) of Bombay, Calcutta and Madras the work of drafting of the conveyancing remained in the hand of solicitors and barristers well trained in the field of drafting on the lines of English conveyancing. But in the Mofussil Towns the task of drafting of conveyancing remained in the hands of 'deed writers', 'scribes' or 'scribers' who

have no legal knowledge but have adopted the profession of deed writing. So, the deeds in Mofussils generally and commonly suffer from so many defects and sometimes these defects become incurable.

Deed

In a broad sense the 'deed' means something done or performed which is synonymous with 'act'. In legal sense, deed means a solemn act denoting document, and it may be defined as an instrument written on parchment or on a paper executed, signed, sealed and delivered by the executant. A document or an instrument through which a present or future interest in an immovable property is transferred by one or more living persons to another living person or persons is called deed. It is called a deed because it is considered the most solemn and authentic act that a person can possibly perform in relation to his property. Statements made in deeds may amount to admission and may operate as estoppel in certain circumstances.

In Halsbury's Law of England, a deed has been defined as an instrument written on parchment or paper expressing the intention of some persons named therein who make assurance of some interest in property, or of some legal or equitable right, title or claim, or undertake or enter into some obligation, duty or agreement enforceable at law or in equity, or to do some other act affecting the legal relation or position of a party to the instrument.

Historically, in England, deeds were classified into (a) Deed Poll, and (b) indenture deed.

Deed Poll

As the old practice in England was to indent or cut a document which indicated towards executant of the deed; and when deed was polled or cut at the top or at the bottom it was known as 'Deed Poll'. It was called Deed Poll or single deed because it was executed by one party only. A bond, a power of attorney, and a will are the best examples of Deed Poll. It is an executed contract of conveyance made by the grantor alone.

Indenture Deed

Under the old practice of drafting of deed in England, the mark of cut or indent indicated towards the executant of the deed. A deed is technically called an 'indenture' or 'deed indented', because the old-practice in England was to cut or intend for the purpose of tally. The old practice was to write two copies of the deed upon the same piece of parchment or substance with some words or terms or letter of alphabet were so written that when one copy was separated from the other, the substance or the parchment was so cut or indented so as to leave half of the word or letter in one copy and the other half in another copy, so as to fit or aptly join its counterpart from which it was supposed to have been cut, indented or separated. This practice of indenting of deeds is no more in England and at present indenture means a deed between two or more parties importing the meaning of executed contract of conveyance made under seal. A deed of

Lease, a mortgage deed and a partnership deed were the best example of indenture deed according to old practice in England.

Distinguish between Deed Poll and Indenture Deed

1. Deed Poll and Indenture both are executed contract and are always in writing.
2. Both are deeds of conveyance and used as documentary evidence if needed.
3. Deed Poll or single deed is a unilateral document executed by one party only, while Indenture deed is bilateral or multilateral document executed by two or more than two parties.
4. A Deed Poll is generally written in the first person while an Indenture deed is always written in the third person. In other words, in a Deed Poll, the grants and the covenants of the grantor are in the first person, while in an Indenture, grant and covenants are in the third person.
5. A Deed Poll may be commenced with the expression, 'Know All Men By These Presents' or 'To whomsoever it May Concern' or straightway 'I, so and so, Send These Presents', while in an Indenture deed, the opening words are – 'This Indenture of.....' or 'This Deed of.....' or 'This Instrument of.....' etc.
6. Historically, in England, the difference between a Deed Poll and an Indenture deed was an interesting one, but at present there is no such difference and both are indiscriminately used for each other. The difference is only for phraseology but of no practical importance.
7. The old concept of difference between the Deed Poll and an Indenture as, historically, was maintained in England had never found place in India. It is because an indenture relating to real property in England was required to be made under seal which never was a requirement in India.

Document

Documents means any matter expressed or described upon any substance by means of letters, figures, or marks, or by more than one of those means intended to be used, or which may be used, for the purpose of recording that matter (sec. 3, Indian Evidence Act 1872). Documentary evidence is an important piece of evidence of which the Court, Jury and Tribunal take judicial cognizance.

Deed, Conveyance and Deed of Conveyance

The term 'Deed', 'Conveyance' and 'Deed of Conveyance' or 'Conveyancing' are frequently used interchangeably to denote one and the same legal concept, and each is being commonly

understood to mean an instrument in writing whereby the grantor conveys to the grantee some right, title or interest in or upon some real property . Thus, by the aforesaid expressions, we mean each of them as document, indenture or instrument in writing. So , the terms, ‘conveyance’, ‘conveyancing’, ‘deed of conveyance’ or ‘conveyancing’, ‘deed’, ‘document’, ‘indenture’ and ‘instrument’ are interchangeable for the purpose of drafting of documents.

Object and Function of Conveyancing

Movable property may be physically given and taken by actual delivery, while this is not possible in case of immovable property. Thus, conveyancing is that branch of the law of transfer of property which deals with the mode and form of transfer to which both- the transferor and the transferee have agreed upon. Its main object is to enable the owners of real property to make voluntary transfers of their right, title and interest therein for some specific purpose and for a specified period. Such transfers are not otherwise possible than by conveyancing.

It expresses the intention of the parties to the deed of conveyance so that accordingly it shall take effect. In case of any doubt, dispute, ambiguity and susceptibility, the real intention of the parties may be discovered from the words, phrases and the expression used in the deed. A transferor may have passed the property intending to pass; but if he has not expressed himself in suitable words of the language, the deed may be defective or susceptible of two or more constructions; and so the benefits of the transfer may be lost to the transferee. Where any adverse claimant interposes before the transferee, may get actual legal possession of the transferred property, it may be quite possible that the transferor with all his willingness may not be able to help the transferee.

It helps the court and judicial tribunals to determine any dispute if subsequently arises between the parties to the deed. It serves the purpose of both- the transferor and the transferee in protecting their interests. It protects the interest of the transferee from any precedent and /or subsequent acts or omissions of the transferor or any other person claiming through or under him against the expressed intention of the grant and the covenant of the deed; and likewise, the interest of the transferor is also protected from any subsequent acts or omissions of the transferee. It is a document of title to the property and forms the basis of a record of rights maintained by the Government. It is, also, a documentary piece of evidence.

COMPONENTS OF DEEDS

Drafting of a deed involves the law by which parties are governed, effect of the transaction and certainty and clarity by using appropriate words and expressions. An ordinary deed of transfer may conveniently be divided into the following parts: Description of the deed; Date; Parties; Recitals; Testatum; Consideration; Receipt; Operative words; Parcels; Exception and Reservations (if any); Habendum; Covenants (if any); Testimonium. The part of the deed which precedes the habendum is termed as “the premises”. Each of these parts will now be separately considered.

A) DESCRIPTION/NAME/TITLE OF THE DEED

All deeds should be described by the name of the transaction such as “THIS DEED OF MORTGAGE”, THIS DEED OF SALE”, THIS LEASE”, THIS DEED OF GIFT”, etc. When the deed is of a complex character and evidences different transactions known by different legal names, or the conveyancer is not sure what name should properly be given to it, it would be best to describe it simply as “THIS DEED”. The description is **usually written in capitals**.

B) DATE AND PLACE

After the description of the deed is stated, the date on which it is executed shall be stated:

“THIS LEASE made on the first day of February one thousand nine hundred and ninety nine.”

The date of a deed is the date on which it is signed by the party or parties executing it. When there is only one party to a deed, as in the case of Deed Poll, or when all the parties sign it on one and the same date, or when, though there are several parties to a deed, all do not sign and those who sign do so on one date, there is no difficulty. But if several parties to a deed sign it on different dates, the question is which date should be entered as the date of deed. The practice is to regard the last of such dates as the date of the deed.

The date should, in order to avoid mistake and risk of forgery, be written in words and not in figures. Figures may be added within parenthesis.

In every case in which a deed is executed by more than one person, the date on which each signs the deed must be shown in the deed, preferably against his signature.

The place where the deed is executed must be specified very clearly and generally at the start of the document.

C) PARTIES TO THE DEED

1. Transferee

After the date, the names and description of the parties to the deed are mentioned. Who are the necessary and proper parties to a deed depends on the circumstances of each case. Although a transferee is not a necessary party, and a deed will not be invalid or ineffective if he is not mentioned as such, except in the case of a Lease, he is certainly a proper party. It is always advisable to make him a party.

2. Third person

Sometimes it is necessary or expedient, in order to validate a transfer or to give a complete title to the transferee, or to avoid possible disputes or doubts in that regard, to obtain the consent or concurrence of a third person. In such cases, such third person may also be joined as parties.

3. Description

Full description of the parties so as to prevent difficulty of identification should follow the name. In India, parentage, occupation and residence including Municipal or survey number, street and city and in the case of resident of a rural area the village, sub-division, tehsil and/or

development block are generally regarded as sufficient to identify a man, but if there is any other description which is sufficient, the same may be normally adopted. Where the transferor is as member of a scheduled caste or scheduled tribe for whose protection the statute places restrictions on his right to transfer it may be necessary to mention such caste or tribe while reciting the fact of permission for the transfer having been obtained from the competent authority.

4. Juridical Person

A party to a transfer need not be a living individual but may be a company, or association or body of individuals or an idol or a corporation sole or aggregate, or in fact, any juridical person capable of holding property and entering into contracts.

5. Idol

As an idol has to act through some natural person, the name of the latter should be disclosed.

6. Reference Labels of Parties

In order to avoid the repetition of the full name and description at every place, the parties are generally referred to in the body of the deed by some easy and convenient names which generally have reference to the character in which they join the deed, such as 'the vendor', 'the purchaser', 'the lessor', 'the lessee', In order to avoid mistakes in writing words resembling each other for opposite parties, e.g., a combination of 'mortgagor' and 'mortgagee' or 'vendor' and 'vendee', they prefer to use a combination of 'borrower' and 'mortgagee', or 'vendor' and 'purchaser'. If no such name is adopted, the parties can be referred to as 'the party of the first part' (or 'the first party'), 'the party of the second part' (or 'the second party'), 'the said AB', 'the said CD', but it is always preferable to give each party some short name for reference. Whatever short name is adopted the party should be referred to throughout by the same name. The form, in which the parties will be described in the beginning of the deed, would thus be as follows:

"This SALE DEED is made on the _____ day of _____ BETWEEN AB (hereinafter called 'the Vendor') of the one part and CD (hereinafter called 'the Purchaser'), of the other part."

If the transferor alone is made a party, this clause will run as follows:

"The SALE DEED is made on the _____ day of _____ by AB (hereinafter called 'the Vendor')".

If there are more than two parties, instead of the words "of the one part" and "of the other part" the words "of the first part", "of the second part", "of the third part", etc., should be used.

D) RECITALS

Recitals are of two kinds: (1) Narrative Recitals, relates to the past history of the property transferred and set out facts and instruments necessary to show the title and the relation of the parties to the subject-matter of the deed; and (2) Introductory Recitals, which explain the motive for the preparation and execution of the deed.

Form of Recitals

Recitals generally begin with the word 'WHEREAS', but, when there are several recitals, one can either repeat the word before every one of them, by beginning the second and subsequent ones with the words 'AND WHEREAS', or divide the recitals into numbered paragraphs with the word 'WHEREAS' at the top.

E) Testatum

The next part of a deed consists of the operative part. It commences with a witnessing clause termed the 'testatum', which refers to the introductory recitals of the agreement (if any) and also states the consideration (if any) and recites acknowledgement of its receipt. The witnessing clause usually begins with the words 'NOW THIS DEED WITNESSES'. These words of testatum are of no importance as affecting the operation of the deed and their sole use is to direct attention to the object which the deed is intended to serve several objects, use the words 'as follows' after the testatum, thus:

'NOW THIS DEED WITNESSES AS FOLLOWS:'

F) CONSIDERATION

As contracts are necessarily for consideration (Sec. 10 of the Contract Act), it is advisable to express the consideration. This is necessary in many cases of transfer for ascertaining the stamp duty payable on the deed as Sec. 27 of the Indian Stamp Act requires that the consideration should be fully and truly set forth in the deed. The penalty for omission to comply with this requirements is a fine which may extend to RS. 5,000 (vide Sec. 64).

G) RECEIPT

Acknowledgment of receipt of consideration may be embodied in the deed itself instead of passing a separate receipt. Thus:

"NOW THIS DEED WITNESSES THAT in pursuance of the aforesaid agreement and in consideration of Rs. _____ paid by the purchases to the vendor before the execution hereof, the receipt of which the vendor hereby acknowledges".

H) OPERATIVE WORDS

Then follow the real operative words which vary according to the nature of the estate and of the transaction.

I) PARCELS

This is a technical expression meaning description of the property transferred and it follows the operative words. Care must be taken, on the one hand, to include in the particular description or in general words, all the lands, etc., which are intended to pass so that no doubt may arise as to the extent and operation of the deed; and on the other hand not insert words which will pass more than what is intended.

Map: Sometimes it is necessary to have a map or a plan of the property in order to avoid mistake about its identity and to indicate the actual property conveyed with greater definiteness and precision. A map referred to in a transfer deed is treated as incorporated in the deed, and if it is drawn to scale and demarcates the boundaries clearly it is not permissible to attempt to correct them with reference to revenue records.

Great care should be taken in describing the property, as a slight mistake or omission may cause immense loss to a party and if the property is described both in the body and the schedule, a conflict between the two should be carefully avoided.

J) EXCEPTIONS AND RESERVATIONS

All exceptions and reservations out of the property transferred should follow the parcels.

An exception is something in existence at the date of transfer which, if not expressly excepted, would pass with the property as described in the parcels, such as trees.

A reservations is something not in existence at the date of the transfer but is newly created by the grant, e.g. when the vendor reserves a right of way over the property. But since both 'excepting and reserving' are used in practice it is immaterial whether what follows is an exception or a reservation.

K) HABENDUM

This is familiar 'to have and to hold' (in Latin, *habendum et tenendum*) clause of the English precedents. In India such phrases as 'to have and hold' or such expressions as 'to the use of the purchaser' are not strictly necessary.

L) COVENANTS AND UNDERTAKINGS

If the parties to a transfer enter into covenants, such covenants should be entered after the Habendum. While drafting covenants, regard should be had to the statutorily implied covenants which operate subject to any contract to the contrary. Where several covenants follow each other, they may run on as one sentence, each being introduced with the words 'and also' or by the words 'First', 'Secondly', etc. or they may be set out in paragraph form with the heading. 'THE VENDOR HEREBY COVENANTS WITH THE PURCHASER AS FOLLOWS:'

It is better to put in the transferor's and the transferee's covenants separately, and any covenants mutually entered into by the parties with each other may be inserted separately. If the transferor's and transferee's covenants are separately mentioned in the deed, care should be taken that no covenant which should really be the covenant of one party is entered in the covenants of the other. For example, if a lessee is given the right to cut trees of a certain kind and not to cut tree of a different kind, the latter covenant is a covenant by the lessee and the former is a covenant by the lessor and both should not be inserted in one covenant by either. When it is found inconvenient or awkward to split up, what really is one covenant into two parts, it is better to insert such a covenant as a mutual covenant by the parties.

Sometimes the terms and conditions of a transfer cannot be conveniently separated into transferor's covenants and transferee's covenants. In such cases, it would be better to include all the covenants under one head as parties' covenants thus:

‘THE PARTIES HEREBY MUTUALLY AGREE WITH EACH OTHER AS FOLLOWS:’

M) TESTIMONIUM

The last part of a deed is the testimonium which sets forth the fact of the parties having signed the deed. This is not an essential part of the deed, but as it marks the close of the deed there is no harm in continuing the established practice. The usual English form of testimonium is as follows:

‘In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.’

The use of seals is not common in India except in cases of companies and corporations, and the proper form in simple language would be somewhat as follows:

‘In witness whereof the parties hereto have signed this deed on the date first above written.’

N) SIGNATURES AND ATTESTATION

After testimonium should follow the signatures of the executants and those of attesting witnesses. If executant is not competent to contract or is a juristic person, the deed must be signed by the person competent to contract on his or its behalf.

* * * * *

WILL

Section 2(h) of the Indian Succession Act, 1925 defines Will as:

“Will means the legal declaration of the intention of a testator with respect to his property which he desires to be carried into effect after his death.”

Section 2(b) of the Indian Succession Act, 1925 defines Codicil as:

“Codicil is an instrument made in relation to a will, and explaining, altering or adding to its disposition, and shall be deemed to form part of the will.”

- There is no standard form prescribed by law regarding drafting a will.
- The language of the will should be clear and unambiguous.
- The properties should be described with complete clarity.
- A will is drafted in first person.
- Details of the testator to be mentioned clearly. (Name, Age, Occupation, Address etc.)
- Details of bequeath, to whom and which property is given.
- Details of the executor if any.
- Previous testaments if any.
- Sound state of mind of testator.
- Signature and attestation. Signature of the testator and attesting witnesses(with their details)
- No stamp duty is required to be paid on a will.
- Will is not required to be compulsorily registered, it is optional.

WILL

THIS IS THE LAST WILL TESTAMENT of me, Sh. XYZ S/o Sh. ABC R/O 13, PQS APPARTMENTS, ROHINI, DELHI- 110085 made at....(Place) on....(Date).

That life is uncertain and this is my last Will by way of which I bequeath voluntarily and out of my own free will in a sound state of mind, my self acquired properties to the beneficiaries as described hereunder.

WHEREAS I was married to.....(name) on....(date) and is living happily for Years and out of the wedlock we have two children, a son(name) aged... and a daughter aged..... AND WHEREAS my son is happily married to....(name) and out of the wedlock, they are blessed with one child..... (name) aged.... and are residing at(address). AND WHEREASmy daughter is married to...(name) and out of the wedlock they are blessed with one child....(name) aged... and are residing at...(address).

In my lifetime I have built my movable and immovable properties out of my own sources and, therefore, I am the absolute owner of the properties hereunder.

IMMOVABLE PROPERTY

1. Residential property bearing no.admeasuring
2. Residential property bearing no.....admeasuring.....

(hereinafter called the Immovable Property)

MOVABLE PROPERTY

All my household and personal belongings at

FD's if any

Gold Details etc.

(hereinafter called the Movable Property)

I HEREBY WISH that my abovementioned property should devolve in the following manner:

That my property bearing no.....would devolve on to my wife....absolutely and unconditionally and she shall deal with the said property in any manner as she likes and my children will have no claim on this property whatsoever.

That my property bearing no..... and my all movable property would devolve on to my son..... absolutely and unconditionally and none of my legal heirs shall have any claims on this property whatsoever.

That my daughter is happily married and is well settled in her matrimonial home and she does not need any financial support for survival after my death.

That my present will is drafted in my presence and upon my instructions and contents of my will have been read out to me in my own vernacular.

I declare the contents of this Will to be my last Will arrived at by me in sound state of mind.

IN WITNESSES WHEREOF I..... have signed this will hereunder on thisDay of, 20...at...in the presence of the following witnesses who are also attesting this will in my presence and at my request.

Sign

TESTATOR

Signed by the above named testator in our presence at the same time and each of us has in the presence of the testator signed our name hereunder as an attesting witness

- | | | |
|----|-------------------------------|------|
| 1. | Name and details of Witness 1 | Sign |
| 2. | Name and details of Witness 2 | Sign |

* * * * *

POWER OF ATTORNEY

Power of Attorney is a document of agency or a formal arrangement by which one person (Principal) gives another person (Attorney or Agent) authority to act on his behalf and in his name. As per the Power of Attorney Act, 1882:

“Power-of-Attorney includes any instruments empowering a specified person to act for and in the name of the person executing it.”

A Power of Attorney may be a general or special power. A General Power of Attorney covers more than one subject matter while a Special Power of Attorney relates to a specific subject matter, though it may contain several powers relating to the same subject matter. Power of Attorney is required to be stamped but need not be mandatorily registered.

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT THIS GENERAL POWER OF ATTORNEY is executed at New Delhi on this 1st day of January 20.... by M/s. TINRIN, a company incorporated under the Companies Act having its registered office at E-1 WESTEND, New Delhi through its Managing Director Mr. X.....(details) (hereinafter referred to as the EXECUTANT), DO HEREBY APPOINT, NOMINATE, CONSTITUTE AND AUTHORISE Sh. Y....(details), Executive Director of M/s TINRIN (hereinafter referred to as the ATTORNEY) AS MY TRUE AND LAWFUL ATTORNEY TO MANAGE, CONTROL, LOOKAFTER / SUPERVISE, PERFORM ALL LEGAL ACTS MENTIONED HEREUNDER.

WHEREAS.....

AND WHEREAS.....(Mention few recitals like the purpose of making this GPA).

NOW THIS GENERAL POWER OF ATTORNEY WITNESSETH AS UNDER:-

- (i) To institute, commence and conduct any action, suit or other legal proceedings before any Court, Arbitrator, Quasi-judicial or authorities, Offices, Tribunals, Labour Courts, Conciliation Officers, Land Acquisition Officers, etc. on behalf of the company for claiming any right, relief, recovery, title, interest, property or in respect of any matter connected with or arising out of the Company's business and subject to aforesaid, to settle, adjust, compromise or submit to Arbitration any such actions, suits or proceedings.
- (ii) To defend all actions, suits, proceedings, applications, petitions, appeals, revisions, reviews, arbitrations, conciliations, taxation and labour matters and other disputes that are now pending or may hereafter be brought or made or instituted in any Court or office or Tribunal, Arbitrator, Conciliation Officer, or any other Judicial or Quasi-judicial authorities in the name of the company.
- (iii) To appear and represent the Company in any Court of Justice or Tribunal whatsoever and for the purpose aforesaid or any of them to sign and verify complaints, written statements, applications and swear affidavits and to sign petitions and other necessary documents including Valuation and to appoint any Solicitor, Advocate, Pleader or other Legal Advisor with the necessary power and such again at pleasure, to revoke and appoint others in their place.

(iv) To continue and conduct or defend any appeal, review, revision, arbitration in any Court or Tribunal or office against any order, judgment or decree made in suits, actions, proceedings, application etc.

(v) Generally for and in the name and as the act and deed of the Company to make, execute and do all and every such further and other acts. Deeds, matters and things as shall be fit, requisite and necessary in and about the premises and for all or any of the purposes aforesaid and as the Company could do if acting in the premises.

And I, the said Managing Director of the Company and also for the said Company hereby agree to ratify and confirm whatsoever the said Attorney shall lawfully do or cause to be done in or about the premises by virtue of these presents.

IN WITNESS WHEREOF I have hereunto signed this document on the date and place first above written in the presence of following witnesses.

EXECUTANT

WITNESSES: (1)
(2)

* * * * *

SPECIAL POWER TO ATTORNEY TO EXECUTE A SALE DEED

KNOW ALL MEN BY THESE PRESENTS THAT THIS SPECIAL POWER OF ATTORNEY is executed at New Delhi on this 1st day of January 20.... by I, AB,(details) (hereinafter referred to as the EXECUTANT), DO HEREBY APPOINT, NOMINATE, CONSTITUTE AND AUTHORISE Sh. Y....(details), (hereinafter referred to as the ATTORNEY) AS MY TRUE AND LAWFUL ATTORNEY TO PERFORM ALL LEGAL ACTS MENTIONED HEREUNDER.

WHEREAS.....

AND WHEREAS.....(Mention few recitals like the purpose of making this SPA).

NOW THIS SPECIAL POWER OF ATTORNEY WITNESSETH AS UNDER:-

1. To receive from the purchaser or his heirs or assigns the sum of Rs.....being the price agreed to be paid to me by XY for the purchase of (description of property) under an agreement dated the.....and to give an effectual receipt and discharge for the same;
2. To execute a proper sale deed of the said property or any other deed or assurance necessary for the completion of the sale of such property and to get the same duly registered;

And I hereby agree to ratify and confirm whatsoever the said Attorney shall lawfully do or cause to be done in or about the premises by virtue of these presents.

IN WITNESS WHEREOF I have hereunto signed this document on the date and place first above written in the presence of following witnesses.

EXECUTANT

WITNESSES: (1)
(2)

* * * * *

SALE OF IMMOVABLE PROPERTY

Section 54 of the Transfer of Property Act, 1882 defines Sale as:

“Sale is a transfer of ownership in exchange for a price paid or promised or part-paid or part-promised.”

- The contract for sale of immovable property must be in writing.
- Section 55 of the Transfer of Property Act, 1882 lays down the duties, obligation and rights of the vendor and purchaser under an agreement of sale, as well as for sale in case of absence of contract to the contrary.
- Sale deed is chargeable with the stamp duty.
- Where the value of the immovable property is more than Rs. 100, it is required to be compulsorily registered.
- An agreement for sale and sale deed should clearly show: who are the parties to the contract (Vendor/Vendee or Vendor/Purchaser or Seller/Buyer); the subject matter; the intention to sell and buy; the price agreed and how it is to be paid and other terms of the contract.
- The contract for sale of immovable property is usually preceded by an agreement for sale

AGREEMENT FOR SALE

THIS AGREEMENT is made aton thisday of.....

BETWEEN

Mr. A aged.....s/o.....r/o..... (hereinafter referred to as the VENDOR which expression shall, unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns of the FIRST PART).

AND

Mr. B ageds/o.....r/o..... (hereinafter referred to as the VENDEE/PURCHASER which expression shall, unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns of the SECOND PART).

WHEREAS the Vendor is the absolute owner of the property bearing no.....admeasuring....situated at.....(hereinafter referred to as the said property).

AND WHEREAS the Vendor has agreed to sell the said property to the Vendee at the price and on the conditions mentioned hereinafter.

NOW IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The Vendor hereby agrees to sell, transfer and convey the said property in favour of the Vendee.

2. That the consideration of Rs....is to be paid by the Vendee to the Vendor. Rs.....is to be paid at the execution of this agreement as earnest money. Rs....on.....(date) and lastly Rs....at the time of final sale deed.
3. The Vendor acknowledges the payment of Rs....as earnest money paid in cash/cheque/dd no...drawn on(Bank name and Branch) by Vendee.
4. The Vendor shall make out a marketable title of the said property free from encumbrances and reasonable doubts.
5. The Vendor shall deliver to the Vendee the title deeds relating to the said property in his possession and power on execution of these presents for inspection and investigation of the title by the Vendee or his advocate.
6. The Vendor agrees to apply for, obtain and furnish unto the Vendee all such permissions as may be necessary under the laws for registration of Sale Deed.
7. The Vendor and the Vendee hereby agree that the sale will be completed within six months from the date hereof.
8. All the taxes, levies etc due and payable against the said property shall be paid by the Vendor till the completion of sale and thereafter it will be the responsibility of the purchaser. The Vendor shall handover all the tax receipts etc. duly paid to the Vendee at the time of completion of sale.
9. The Vendor agrees to handover actual, physical and vacant possession of the said property unto the Vendee at the time of sale deed.
10. That the expenses towards the payment of stamp duty, registration charges and all other incidental expenses for agreement for sale and sale deed shall be borne out by the Vendee.
11. If the Vendor fails to make out the clear marketable title to the said property as aforesaid then the Vendee will have the right to cancel this agreement by giving atleast fifteen days notice to the Vendor and after the expiration of fifteen days the agreement shall stand terminated and the Vendor agrees to return the earnest money to the Vendee.
12. If the Vendee fails to perform his obligations under this agreement within the time stipulated then the Vendor shall be entitled to cancel this agreement by giving atleast fifteen days notice in writing to the Vendee. On termination the Vendor will be entitled to forfeit the earnest money paid by the Vendee.

SCHEDULE OF PROPERTY

Details of the property to be mentioned.

IN WITNESS WHEREOF parties hereunto have signed this document on the date and place first above written in the presence of following witnesses.

VENDOR

VENDEE

WITNESSES: (1)
(2)

* * * * *

SALE DEED

THIS SALE DEED is made aton thisday of.....

BETWEEN

Mr..... aged.....s/o.....r/o..... (hereinafter referred to as the VENDOR which expression shall, unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns of the FIRST PART).

AND

Mr..... ageds/o.....r/o..... (hereinafter referred to as the VENDEE/PURCHASER which expression shall, unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns of the SECOND PART).

WHEREAS the vendor purchased a freehold residential plot measuring 300 sq. yds. and bearing No.170 in 'M' Block of the residential colony known as Greater Kailash Part-II, New Delhi vide sale deed dated registered in the office of the Sub-Registrar, New Delhi as document No. 5560 Addl. Book No. I, Vol. No. 5318 at pages 136 to 152 on

The aforementioned plot is bounded as under :-

EAST ... ROAD NORTH ... PLOT NO. M-168

WEST... SERVICE LANE SOUTH... PLOT NO. M-172

AND WHEREAS the Vendor after purchasing the said plot, got the building plan sanctioned from the Municipal Corporation of Delhi vide their letter/file No. dated Then the Vendor caused construction thereon of residential building on different floor levels.

AND WHEREAS the Vendor has agreed to sell and the Vendee has agreed to purchase part of Basement (760 Sq. ft. approx), one front Bed Room of the First Floor (with attached bath room and small balcony) of the said building on 'as is where is' basis for a total consideration of Rs..... on the terms and conditions set forth hereinafter.

NOW THIS SALE DEED WITNESSES AS FOLLOWS:

1. That in pursuance of this agreement, the Vendor has already received from the Vendee a sum of Rs. as part sale consideration, the receipt of which the Vendor hereby admit and acknowledge.
2. The balance amount of Rs. has been paid by the Vendee to the Vendor by cheque No..... dated drawn on.....(Bank Name and Branch).
3. That in view of the amount of sale consideration received, the Vendor hereby grant, convey and transfer all his rights, titles and interests as held on the date hereof in the said part of basement and part of First Floor of the said property together with undivided, indivisible and impartible proportionate ownership rights on the land underneath the said building, on the terms and conditions contained herein, provided that common staircase, water tanks and other common facilities, fittings etc. shall be used and enjoyed by the Vendee alongwith other owners/occupants of the said building.
4. That the Vendor is free to sell the remaining portion (s) of the said residential building to any other party/parties with common rights for use of common entrances, common passages,

staircases, water tanks, common facilities etc. and the Vendee will not make any objection thereto.

5. That the Vendor assures that the sale of the said residential portion/domestic storage space is free from attachment, tenancies gifts, decree, prior sale and religious disputes and if it is proved otherwise at any time and the Vendee suffers any loss due to any of the aforementioned reasons, then the Vendor shall be liable to make good the loss thus suffered by the Vendee.

6. That the Vendee has perused the original title deed, sanctioned plans. Sale plans etc. and has fully satisfied herself.

7. That the Vendee/occupants shall have no right to use or affix or exhibit any display boards or any big writing or any sign boards at the external face of the said building.

8. That all expenses of registration, Corporation tax etc. have been borne and paid by the Vendee.

9. That charges for maintenance/consumption for common amenities such as lights in staircases etc. and booster and charges for major repairs etc. shall be paid by the owners of all the portions proportionately.

10. That all taxes from the date of the Agreement to sell the said portion shall be borne and paid by the Vendee. If assessment of taxes is not made separately for each portion, then all the owners of the said building shall pay such charges proportionately directly to the authorities concerned and the Vendor shall in no way be responsible for the same.

11. That the Vendee shall keep the said property in properly repaired and good condition and shall not do anything or omit to do anything which may endanger or affect the other portions of the said building or hinder the proper and reasonable use of such portions by the other owners/occupants of the said building.

12. That the existing use of the said portion of first floor is residential and that on Basement domestic storage. The Vendee shall neither use the said portion for any illegal, immoral or commercial purpose nor use it so as to cause annoyance or nuisance to the other owners/occupants of the said building. Common parts e.g. staircase, passage, driveway etc. will in no case be used for keeping/chaining pets/dogs or any other animal/bird or storing cycles, scooter, motor-cycles etc.

13. The Vendee has also satisfied herself about the soundness of the title of the Vendor and his power to sell the said portion in the manner stated herein.

14. While building is under construction, the Vendee shall have the right to make at her own discretion any internal alterations (except structural) in the said portion at her own cost and expenses.

15. That the Vendee shall not construct anything whatsoever upon or over hanging the said land or the portion of the said land kept uncovered and unbuilt upon the building (including terrace). The Vendee shall not make any alterations involving structural changes in the said portion/building. The Vendee shall have no right to use the terrace at the top of the building.

16. That the Vendee and owners/occupants (alongwith servants/workmen) of all the portions of the said building will have full right for access to booster pump (tubewell), water meter, sewer tank, overhead water tank etc. at all reasonable times only on notice (except in the case of emergency) to get their underground and overhead tanks, booster pump etc. repaired/cleaned.

17. That photostat copies of title deeds etc. have been handed over by the Vendor to the Vendee and physical, vacant possession of the said floor/portion has also been taken by the Vendee.

18. That this transaction has taken place at New Delhi. As such Delhi Court shall have exclusive jurisdiction to entertain any dispute arising out of or in any way touching or concerning this deed.

SCHEDULE OF PROPERTY

Details of the property to be mentioned.

IN WITNESS WHEREOF parties hereunto have signed this document on the date and place first above written in the presence of following witnesses.

VENDOR

VENDEE

WITNESSES: (1)
(2)

* * * * *

LEASE DEED

THIS LEASE DEED is made and executed at Delhi on(Date)

BETWEEN

Smt. Sudarshan Kaur W/o Sh. Paramjit Singh R/o hereinafter referred to as the LESSOR, which expression shall unless excluded or repugnant to the context to be deemed to include legal heirs i.e. Mr. Paramjit Singh, Husband of Lessor herein, successors, executors, administrators, representatives and assigns of the FIRST PART.

AND

M/s. Dave Thomson Associates (India) Pvt. Ltd. having its registered office at Satyug-Villa 1st Floor, 5, Gurunanak Nagar off Shankarshet Road, Pune through, their Director Mr. H. R. Srinivas to enter into these presences hereinafter referred to as the LESSEE which expression unless excuded or repugnant to the context shall include and mean, successors, successors in interest and assigns of the SECOND PART.

WHEREAS the Lessor has represented to the Lessee that she is the owner/landlady of the Basement portion of the construction at M-170, Greater Kailash-II, New Delhi admeasuring 760 Sq. ft. approximate covered area in the said premises and is desirous of letting out the same, hereinafter referred to as the demised premises.

AND WHEREAS the Lessee has offered to take the demised premises on Lease and the Lessor has agreed to let out the same on the terms and conditions hareinafter specified.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. T
hat the Lessor hereby conveys to the Lessee the basement portion of the said premises admeasuring 760 Sq. ft. Approx for a period of 24 months with effect from 1st Sept. at a monthly, rent of Rs..... exclusive of Electricity, water charges, actual bills/ rental charges of Telephone/Fax whenever installed in the demised premises.
2. T
hat the Lease will be for an initial period of 24 months with effect from The rent will be increased by 10% of the rent payable per annum immediately after expiry of every 12 months.
3.
That both, the Lessor and the Lessee have the right to terminate the Lease even before the expiry of the Lease period, by giving 3 months written notice.
4. T
hat the Lessor shall have the option to renew the Lease for a further period of 2 years at the terms and conditions as laid out by the Lessor.

5. T
 hat on the date of execution of this Lease Deed, the Lessee had paid a sum of Rs. vide pay order No....dated....drawn on.....as security deposit which will be kept by the Lessor for the due performance of the terms and conditions of this Lease, free of interest. On termination of the Lease, the Lessor shall refund the security deposit/unadjusted advance rent, if any. In case the Lessor fails to refund the security Deposit/balance advance rent, the Lessee shall be entitled to charge interest at the rate of% per annum from the date of termination of Lease till the date of refund. Additionally, the Lessee shall be entitled to hold possession of the property till the refund of security deposit/unadjusted advance rent alongwith interest, if any is made without payment of rent/Lease money. This will be applicable only on production of documentary proof by the Lessee to the Lessor that all dues pertaining to electricity and any other charges payable by the Lessee have been cleared upto date.

6. T
 he Lessee covenants with Lessor as under :

- i) That the Lessee agrees to pay a monthly rent of Rs. mentioned above on or before 7th day of every month.
- ii) That the Lessee agree to carry out minor repairs or replacement of broken parts in electrical and sanitary installations and glasses himself, but major repairs pertaining to the structure of the house will have to be done by the Lessor, as and when considered necessary by him. However, the Lessee shall handover the vacant physical possession to the Lessor on termination of this Lease in the same conditions as it has been handed over to him.
- iii) That the Lessee shall give vacant possession of the premises to the Lessor after the expiry of the Lease period.
- iv) That the Lessee shall duly comply with all the rules and regulations of local authorities with regard to the use of the premises.
- v) That the Lessee shall pay the electricity charges in accordance with the bills at rates determined by DESU and accordance with bills/demands received from DESU, NDMC including meter rents etc. The meter readings on the date of possession will be duly recorded.
- vi) That the demised premises have been let out to the Lessee for authorised use only.
- vii) That the Lessee shall permit the Lessor or his duly authorised agents during reasonable hours in the day time to enter upon the demised premises for inspection of the Lessor's fixtures and fittings therein, and the premises as may be deemed fit by the Lessor.
- viii) That the Lessee at the expiry of this Lease shall deliver peaceful and vacant possession of the demised premises to the Lessor together with the fittings and fixtures installed in good condition as the same are at present, reasonable wear and tear and damage by fire, earthquake, civil commotion, act of God excepted including lightening to fittings etc. but excluding telephones, fax computers and air conditioners. No fixtures, wood work etc. carried by the Lessee shall be removed/damaged at the time of handing over vacant possession of the demised premises.
- ix) That the Lessee shall not make any alteration of permanent nature within the premises as well as in the open space, without the written consent of the Lessor.

-
- x) That the Lessee shall keep the premises in good tenatable condition and shall not cause any loss/ damage to it, subject to normal wear and tear of the premises.
 - xi) The Lessee shall observe and perform at all time during the continuance of the terms hereby created all the terms and conditions herein as contained.
 - xii) That the Lessee will not park any motor car or any other vehicle in this outer drive way of the premises at any time both inside and outside the main gate.

7. That the Lessor hereby covenants with Lessee as follow:-

- i) That the Lessor has good right and full power and absolute authority to Lease the demised premises to the Lessee in manner herein contained.
- ii) That the Lessor shall not interfere with the peaceful enjoyment of the property by the Lessee whether directly on indirectly.
- iii) That the Lessor shall observe and perform at all times during the continuance of this deed, all the terms and conditions contained in the Lease deed by virtue of which the Lessor is holding the said premises and shall keep the Lessee indemnified against any breach or consequences thereof.
- iv) That the Lessor shall pay the taxes whether Municipal or otherwise and failing to pay any such amount when the same shall fall due for payment, the Lessee shall be entitled to pay the same on behalf of the Lessor and to deduct the amount so paid from the rent payable by the Lessee to the Lessor hereunder.
- v) That the Lessor shall comply with, at his own cost, all requirements and regulations of the Municipals or other lawful authority concerning the demised premises to the observed by the owner/landlady.

8. It is hereby mutually agreed and declared by the parties hereto as follows :-

- i) In the event of the demised premises or any part thereof being destroyed or damaged by fire, earth quake, flood, war, air raid, civil commotion, riots or any act of God or irresistible force during the period of the Lease, this Lease shall at the option of the Lessee be terminated. And in the event of the Lessee being desirous of any part thereof as the case may be so as to enable the Lessor to repair the damage or reinstate the same and the rents hereby reserved shall remain suspended till the demised premises or any part thereof as the case may be reinstated or restored to its former state and possession if delivered over to the Lessee for the remaining part of this Lease, if any.
- ii) That in the event of any dispute or difference arising out of this deed, the matter will be referred to the Arbitrator to be appointed by consent of both the parties and his decision will be binding on both the parties.
- iii) That the parties to the agreement have specifically agreed that considering the location, accommodation, and condition of the said property, the Lease rent is fair rent and in consonance with the property, market rates.
- iv) That the terms and conditions of this agreement as stated above shall be binding on both the parties.

v) That the Lease shall automatically come to an end on the expiry of the Lease period. The peaceful and vacant possession of the demised premises will be deemed to have been handed over by the Lessee to the Lessor.

vi) The cost of preparation of the original Lease and duplicate thereof and stamps and registration fee and in connection with the same shall be borne and paid by the Lessee.

vii) The Lessor shall retain the original of the Lease deed and the Lessee the duplicate thereof.

IN WITNESS WHEREOF, these presents have been executed by the parties hereto on the day, month and year first mentioned herein above in presence of witness:

LESSOR
LESSEE

Witnesses: (1) (2)

Note: Read Section 105 to Section 111 of the Transfer of Property Act, 1882.

* * * * *

MORTGAGE DEED

THIS DEED OF MORTGAGE is executed at Delhi on thisday of

BY

Mr. A son of Sh. _____ resident of _____ hereinafter called the MORTGAGOR, which expression shall mean and include his heirs, legal representatives, executors, administrators and assigns of the First Part;

IN FAVOUR OF

M/s ABC Ltd., a company incorporated under the Companies Act having its registered office at _____ hereinafter called the MORTGAGEE, which expression shall mean and include its successors.

WHEREAS the Mortgagor has vide sale-deed dated purchased a vacant residential plot bearing no.....

AND WHEREAS, the Mortgagor wants to construct a residential building on the aforesaid vacant plot of land;

AND WHEREAS the Mortgagor does not have enough financial means to undertake the construction of the residential building on the aforesaid plot of land;

AND WHEREAS the Mortgagee, with whom the Mortgagor is presently employed, has agreed to advance a loan of Rs..... to the Mortgagor, and which loan shall be utilized by the Mortgagor towards the construction of a residential house on the above vacant plot of land.

AND WHEREAS in consideration of the aforesaid amount of Rs..... borrowed by the Mortgagor from the Mortgagee, the Mortgagor has agreed to execute this Mortgage deed of the vacant plot of land in favour of the Mortgagee.

NOW THIS DEED, THEREFORE WITNESSES AS UNDER:

1. The Mortgagor admits and acknowledges that he owes a sum of Rs..... to the Mortgagee on the basis of promissory note and receipt dated executed by him in favour of the Mortgagee.

2. The Mortgagor shall be liable to pay interest on the above stated principal sum of Rs.- @.....% per annum from the date of the loan until payment and in this manner the total charge of the referred property of the Mortgagor shall be the principal sum of Rs. and interest accruing thereupon.

3. The Mortgagor will pay to the Mortgagee the said sum of Rs. in equal monthly installment of Rs. per month on or before the and in the meantime interest thereon or on such thereof as shall for the time being remain unpaid, at the rate of% per annum by half yearly payments on the and the in each year.

4. That any interest not paid on the due dates shall be treated as principal and added to the principal sum hereby secured and bear interest at the rate and payable on the half yearly days aforesaid.

5. In consideration of the aforesaid, the Mortgagor hereby transfer by way of simple mortgage to the Mortgagee, a vacant residential plot bearing No.....

6. By this deed, the Mortgagor also mortgages to the Mortgagee any building and all other permanent structures that shall be built on the aforesaid vacant plot by the Mortgagor.

7. The Mortgagor hereby covenants with the Mortgagee as follows :

(i) That the said premises are free from all encumbrances and the Mortgagor undertakes that until the entire principal amount and interest, if any due, is not paid back to the Mortgagee, the Mortgagor shall not create any fresh mortgage, charge, pledge, or in any other manner, alienate the corpus or his interest in the aforesaid property to any third person.

(ii) If the Mortgagor fails to pay the sum with interest after it has become payable under the provisions of the this deed, the Mortgagee shall, in addition to any other remedy available to him under the law, have the power to sell without the intervention of a Court the mortgaged property or any part thereof for the realization of the money due to it hereunder.

(iii) During the continuance of the Mortgage, the Mortgagor shall keep any building or permanent structure erected on the aforesaid plot of land insured against damage by fire in the name of the Mortgagor with an Insurance Company and shall punctually pay all premium on such insurance and shall produced to the Mortgagee on demand, the policy of such insurance and the receipt for the premium so paid.

Provided always, that if the Mortgagor shall make default in any of the above matters, the Mortgagee may, in its discretion, insure and keep insured all or any of the said building and permanent structures to the amount aforesaid and that the expenses of doing shall be repaid to it by the Mortgagor on demand, and until so paid shall be added to the principal money hereby secured and bear interest accordingly and be secured in the like manner as the said principal.

IN WITNESSES WHEREOF the Mortgagor has executed this document on the date, first above written.

MORTGAGOR

MORTGAGEE

WITNESSES

- 1.
- 2.

* * * * *

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP is executed at New Delhi on thisday of

BETWEEN

Sh. X S/o _____ R/o _____, hereinafter called 'THE FIRST PARTY' which expression shall mean and include his heirs, successors, executors and legal representatives.

AND

Sh. Y S/o Sh. _____ R/o _____, hereinafter called 'THE SECOND PARTY' which expression shall mean and include his heirs, successors, executors and legal representatives.

WHEREAS the First Party is in occupation as a tenant of property measuring 1000 sq. ft. on the ground floor bearing No.....

AND WHEREAS the First Party is desirous of carrying on the business of interior decoration and the Second Party, being experienced in this trade, has approached the First Party to run this business with him jointly in partnership.

AND WHEREAS the parties have agreed to commence and run the business of interior decoration, furnishing, manufacture and sale of furnishing, manufacture and sale of furniture, soft furnishing and accessories in partnership.

NOW, THEREFORE, THIS DEED WITNESSES AS UNDER:

1. The name and style of this partnership business shall be M/s XYZ.
2. The business of this partnership shall be considered to have commenced on.....
3. That the principal place of business of this partnership shall be at E-1 Ram nagar, Delhi. However, the same may be shifted or carried on elsewhere as well with the mutual consent of both the parties from time to time.
4. That the business of the partnership shall be interior decoration, furnishing, manufacture and sale of furniture, soft furnishing and accessories. However, the parties will also be entitled to extend their activities into business or manufacturing of any other item as well.
5. The shares of the parties in the profits and losses shall be as follows :
 - i) First Party – 51% ii) Second Party – 49%
6. The initial capital has been contributed by both the parties by investing a sum of Rs. each. If and when more funds are required for the business, the partners shall invest the same. However, any capital investment of the partners shall not carry any interest. In case loans or deposits are raised from outside i.e. friends and relations of the partner or the financial institutions then only those loans or deposits, which are taken with the written consent of both the partners and are entered in the books of accounts of the partnership, shall be binding on the firm.

7. The partnership shall maintain regular books of accounts in accordance with the customs of trade and all dealings of the partnership shall be duly recorded in the same. The account books etc. shall be maintained in the place of business at . E-1 Ram Nagar, Delhi.

8. Each of the partners shall be entitled to withdraw a sum of Rs. every month which shall be adjustable in the final profit and loss account to be prepared every year.

9. The First Party shall also be entitled to withdraw a sum of Rs. per month towards the rent he is paying to the Landlord in respect of the portion of property no.....

10. The tenancy rights in respect of property no..... shall always vest in the First Party and whenever the partnership is dissolved for any reason whatsoever, the Second Party shall not be entitled to any right, title or interest in the same.

11. That the partnership shall maintain proper books of accounts in the normal course of business at the principal place of its business and the same shall always be open for inspection to the partners.

12. That the first accounting period of the partnership shall close on 31st March... and thereafter the financial year, shall run from 1st April every year to 31st March of the subsequent of the English calendar.

13. That the bank accounts of the partnership and / or its branches shall be operated under the signatures of any of the partners.

14. That at the close of the accounting period / year, a trial balance, profit and loss account and balance-sheet etc. shall be prepared and the profit and loss in the ration enumerated above shall be credited / debited to the capital account of the partners.

15. That either of the parties would not be entitled to carry on similar or competitive trade individually or in partnership and in any other manner.

16. The partnership shall be at Will. However, whenever any party intends to dissolve the same or retire from the same, he shall give an advance notice of 15 days to the other party and during the period of notice, profit and loss account, balance sheets shall be completed to finalize the accounts in between as partiers as well as with the outsiders.

17. That in the event of any dispute arising between the parties with respect to any clause of this document or the working of the partnership or for anything indicated thereof, the same shall be decided by arbitration in accordance with the provisions of the Arbitration Act and by no other process.

18. That in all other matters not provided herein, the partnership shall be governed by the Indian Partnership Act as applicable from time to time.

IN WITNESS WHEREOF the parties have signed this document on the date first above written in presence of the following witnesses.

FIRST PARTY

SECOND PARTY

WITNESSES

(1)

(2)

* * * * *

RELINQUISHMENT DEED

THIS DEED OF RELINQUISHMENT is executed at Delhi on this.....

BY

1. Smt..... wife of Sh..... daughter of late Sh. X, Resident of
2. Smt. wife of Sh..... daughter of late Sh. X, Resident of
3. Smt..... wife of Sh..... daughter of late Sh. X, Resident of
4. Sh..... Son of late Sh. X, resident of.....Delhi.

Hereinafter called the RELEASORS which expression shall, unless repugnant to the context or meaning hereof, mean and include their heirs, successors, legal representatives and executors, of the FIRST PART.

IN FAVOUR OF

Smt, Ragini, wife of late Sh. X, resident of _____, Delhi, hereinafter called the RELEASEE which expression shall, unless repugnant to the context or meaning hereof, mean and include her heirs, successors, legal representatives and executors, of the SECOND PART.

WHEREAS late Sh. X was the sole and absolute owner of property bearing No.____, Delhi consisting of double Storey house built over an area of 200 sq yds;

AND WHEREAS the said Sh. X expired on

AND WHEREAS releasors No. 1 to 3 are the daughters of late Sh. X and releasor No. 4 is the son and the Releasee is the wife of late Sh. X. and each has got 1/5th share in the above-mentioned house according to the law of inheritance;

AND WHEREAS besides the Releasors and the Releasee, there is no other legal heir of the deceased or anybody else is entitled to or claims any right, title or interest in the above mentioned property;

AND WHEREAS the Releasors are desirous of giving up their 4/5th share in the above mentioned property in favour of the Releasee on account of natural love and affection without receipt of any consideration amount from her.

NOW THIS DEED OR RELINQUISHMENT WITNESSES AS UNDER:

1. That the Releasors voluntarily, without any outside pressure from any side and in their full senses give-up and release all their right, title and interest in property No.____, Delhi alongwith the land beneath the same measuring 200 sq. yds in favour of the Releasee without taking or receiving any consideration from them to the extent of their 4/5th share and now the

Releasee is the absolute and the sole owner of the above mentioned property. (4/5th share of the Releasors and 1/5th share of the Releasee herself).

2. That the Releasors, their heirs, successors and assigns have been left with no claim, title or interest in the property hereby relinquished and the Releasee is the sole and absolute owner thereof.

3. That the possession of the above mentioned property is exclusively with the Releasee and the Releasee is entitled to continue the same.

4. That the Releasee is fully entitled to get the above mentioned property mutated and transferred in her name on the basis of this deed of Relinquishment.

5. That the original sale-deed and other relevant papers regarding the above mentioned property are with the Releasee.

IN WITNESS WHEREOF the Releasors and the Releasee have set their respective hands to this deed of Relinquishment at Delhi on the date mentioned above.

RELEASORS

RELEASEE

WITNESSES :

1. Mr. P son of _____
Resident of _____

2. Mr. Q son of _____
Resident of _____

* * * * *

GIFT DEED

THIS GIFT DEED is made and executed on thisday of Month of of the Year, at.....

BETWEEN

(Name) son/daughter/wife of (Father's/Husband's name), Age.....Marital Status....., (Profession), (Nationality), Resident ofholding Aadhar card No.....(hereinafter called the DONOR) of the one part.

AND

(Name) son/daughter/wife of (Father's/Husband's name), Age.....Marital Status....., (Professional Status), (Nationality), Resident ofholding Aadhar card No..... (hereinafter called the DONEE) of the other part.

The expressions of the DONOR and the DONEE shall mean and include their respective heirs, successors, executors, nominees, assignees, administrators and legal representatives etc.

AND WHEREAS the DONOR is the owner and in possession of the property having been purchased/acquired vide registered sale deed as document No., Addl. Book-I-- --, Vol. No.....pages ...to... , on dateduly regd. in the office of SR.....

(This recital should be about how the vendors have acquired the title of the property.)

AND WHEREAS the above PROPERTY, more particularly described in schedule hereinbelow, is free from all sorts of encumbrances such as liens, charges, claim, liabilities, acquisitions, injunctions or attachments from any Court of Law, gifts, mortgages, demands, notices, notifications, legal disputes, difference, prior sale and flaws etc. etc. and the DONOR is fully entitled to dispose of the same.

AND WHEREAS the DONOR has great love and affection for the DONEE being his/her.....(Relation).

AND WHEREAS the DONOR has agreed to GIFT, without any monetary consideration the property described in Schedule hereinbelow UNTO the DONEE and the DONEE has also agreed to accept the same.

NOW THIS GIFT DEED WITNESSETH AS UNDER:

(1) That the DONOR does hereby donate/gift the property, _____, UNTO _____ S/O, D/O, W/O _____, R/O,

_____ on account of great love and affection for him/her being
HIS/HER_____ (Relation)

(2) The possession of the aforesaid PROPERTY UNDER DONATION/GIFT has been handed-over/ delivered to the DONEE by the DONOR.

(3) That the DONEE has now become the absolute and exclusive Owner with all rights in the aforesaid PROPERTY UNDER DONATION/GIFT from today and shall also enjoy all rights of Ownership etc. therein.

(4) The DONOR has now been left with no right, title, interests or liens etc. whatsoever of any sort in the aforesaid PROPERTY UNDER DONATION/GIFT henceforth after the execution/ registration of this GIFT DEED. The property in question is free from acquisition neither by the Govt. nor by any other authority.

(5) That the DONEE with HIS/ HER own funds shall get the PROPERTY UNDER DONATION/GIFT transferred/mutated in his favour in the records of Rights of Revenue Department on the basis of this GIFT DEED and DONOR hereby conveys his No Objection for the mutation of the property herein below mentioned under schedule, in the name of the DONEE.

(6) That the DONEE has accepted the GIFT of the said PROPERTY UNDER DONATION / GIFT DEED and has also taken-over the possession of the same from the DONOR.

(7) That the market value of the above mentioned PROPERTY UNDER DONATION/GIFT has been assessed at Rs._____ (Rupees_____ only), as per Notification published in Official Gazettee, Series; _____ No. _____. Dated: _____

(8) That all the expenses of the GIFT DEED such as Stamp Duty, and registration Fees etc. have been borne and paid by the DONOR/ DONEE.

(9) That all future taxes, cesses, rates or any other Govt. or Municipal dues and demands in respect of the above mentioned PROPERTY UNDER DONATION/GIFT shall be borne and paid by the DONEE.

(10) That all the Title Deeds/papers including previous title deed (in originals) relating to the Gifted PROPERTY, herein below mentioned UNDER DONATION/GIFT have been handed-over/delivered to the DONEE by the DONOR.

SCHEDULE

(The complete description of the Property shall be stated here which should include Survey Nos and Sub Division incase of Villages / Chalta Nos, P.T. Sheet Nos incase of Cities, Area, and Inscription/Description Nos along with Matriz Nos if available) an boundaries of the Properties)

East:
West:
North:
South:

DONOR

DONEE

WITNESSES :

1. Mr. P son of _____
Resident of _____

2. Mr. Q son of _____
Resident of _____

* * * * *

NOTICE OF EJECTMENT THROUGH ADVOCATE

(SECTION 106 OF THE TRANSFER OF PROPERTY ACT, 1882)

A... GUPTA Advocate	Ch. No. ..., Delhi High Court New Delhi. Ph.011- 2338XXXX
------------------------	---

REGD A/D / U.P.C.

Dated.....

To

.....

**Sub: NOTICE UNDER SECTION 106 OF THE TRANSFER OF PROPERTY ACT,
1882 FOR EJECTMENT**

Dear Sir,

Under the instructions from and on behalf of my client Sh.S/O.....R/O....(hereinafter referred to as 'my client'), I serve you with the following notice :

1. That the house bearing no.....situated at.....in.....city is owned by my client. That you approached my client and requested my client to give the said property on lease to you.
2. That my client has inducted you as the tenant in respect of the said property. That the agreed monthly rent for the said property is Rs.....per month.
3. I hereby give you notice that you are to quit and vacate the said property below of which you are now in possession of as a monthly (or yearly) tenant under my said client immediately on the expiry of the last day of.....
4. On and from the first of.....(month next following the last day of the month on which the tenant is required to quit) the tenancy hereto before subsisting shall terminate and all relationship of landlord and tenant between my client and you shall absolutely cease.
5. You are requested to deliver vacant possession of the said premises unto my client on that date as stated above.
6. In case of your failure to quit the premises as desired, you will be considered as a trespasser and ejected in due course of law and you will have to pay damages at rate of Rs.....per..... until you are evicted.

Yours Sincerely,
Advocate

Copy kept in my office for future reference and use.

* * * * *

NOTICE OF SUIT UNDER SECTION 80 OF THE CODE OF CIVIL PROCEDURE, 1908
AGAINST THE CENTRAL GOVERNMENT

A... GUPTA Advocate	Ch. No. ..., Delhi High Court New Delhi. Ph.011- 2338XXXX
------------------------	---

REGD A/D / U.P.C.

Dated.....

To
The Secretary
Government of India
Education Department
Central Secretariat
New Delhi

Sub: NOTICE UNDER SECTION 80 OF THE CODE OF CIVIL PROCEDURE, 1908

Dear Sir,

Under instructions from my client.....an employee in Section.....of the Department of Education, Central Secretariat, New Delhi I hereby give you notice under S.80 of the Code of Civil Procedure and state that my aforesaid client intends to sue the Union of India owing and representing the Department of Education, Central Secretariat, New Delhi after the expiry of two months after the service of this notice unless reliefs claimed herein below are granted to my said client within the said period of two months. The following particulars of the nature of the claim, cause of action and reliefs claimed are given below:

(1) Name and description Sri.....son of.....by
of the Plaintiff occupation.....residing at.....

(2) Cause of Action (a)was an employee.....section of the department of education, Government of India, Central Secretariat, New Delhi. He has been dismissed from service illegally with effect from.....

(b) was charged falsely for an alleged theft in the office on.....and charge sheeted and ultimately dismissed from service with effect from.....

(c) Cause of action for the suit arose on.....the date of dismissal.

(3) Reliefs sought for (a) Reinstatement of Sri.....

(b) Recovery of salary for the period of.....to.....

Yours Sincerely,
Advocate

Copy kept in my office for future reference and use.

* * * * *

NOTICE UNDER SECTION 138 OF THE NEGOTIABLE INSTRUMENTS ACT, 1881

A... GUPTA Advocate	Ch. No. ..., Delhi High Court New Delhi. Ph.011- 2338XXXX
------------------------	---

REGD A/D / U.P.C.

Dated:

To,
Sh.,
..... Connaught Place,
New Delhi -110001
And also at:
.....
Vikas Puri
New Delhi-110018

SUB: LEGAL NOTICE UNDER SECTION 138 OF THE NEGOTIABLE INSTRUMENTS ACT, 1881

Dear Sir,

Under the instructions from and on behalf of my client Sh., Daryaganj, New Delhi-110002 (hereinafter referred to as 'my client'), I serve you with the following notice:

1. That my client is engaged in the business of trading of sewing machines. During the ordinary course of business you addressee purchased from my client the said sewing machines for which you issued a cheque bearing no.....dated..... of United Bank of India,..... Branch,.....New Delhi-..... for a sum of Rs....., as part payment towards discharge of your liability which you addressee had incurred by way of purchasing aforesaid sewing machines from my client.
2. That the above-mentioned cheque was deposited by my client with his banker....., for encashment on.....(Date)
3. That the said cheque was returned to my client with an endorsement "Dishonoured for insufficiency of funds." That the dishonoured cheque along with the cheque returning memo of bank dated.....was returned to my client.
5. That for the first time my client came to know about the dishonouring of the said cheque on.....
6. That on account of the dishonouring of the cheque you addressee are guilty of committing offences punishable u/s 138 of the Negotiable Instruments Act 1881.

Now through this legal notice I hereby call upon you addressee to make the payment of Rs....., amount of the said dishonoured cheque, within fifteen days of the receipt of this notice, failing which my client shall be constrained to take legal action against you by way of civil as well as criminal proceedings, at your risk as to cost and consequences resulting therefrom.

Yours Sincerely
Advocate

Copy kept in my office for future reference and use.

* * * * *