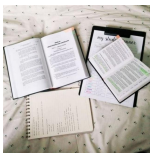


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DRAFTING RULES & SKILLS

Drafting in its general connotation 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 leads to good result in terms of money, time, energies 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 in the case with regard to the drafting of Deed of Conveyancing.

“Drafting, Pleadings and Conveyancing” (DPC) is made as a compulsory practical subject study forming part of the curriculum of the Law Course in India. It envisages, *inter alia*, drafting of Civil Pleadings; Criminal complaints and other proceeding; Writ Petition, Appeal-Civil, Criminal and Writ; Revisions-Civil and Criminal, Reviews, Writ Appeals-Civil and Criminal, and also Special Leave Petition; 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. He will be an asset in the legal world.

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 in form in England in the days of Henry II. The “issue” is found in the year, i.e., 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 pleading were oral. The parties actually 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 *Koran* 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 superintend of ‘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, which they both agreed was the question requiring decision; on resulting this the parties were said to be ‘at issue’ and the pleading were over. The parties, then, were ready to go before a jury if it were an issue of England. 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 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 thus 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 like which with frequent changes are still in force. The modern Indian law of pleading like any other law is based on English system and the whole law 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 a 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 in the following clauses:

(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, order pleading that may be filed, may be classed 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 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 or state 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 nay 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. Its function is of multi-dimension, and is in various ways. Stable j., *Pinston v. Loyds 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 but also 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 allow to extend”.

“The while 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 the they differ and thus to bring the parties to is also a definite issue. The purpose of pleading is also eradicate irrelevancy. The parties, thus themselves know what are the matters left in dispute and what facts whey 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 as they would have

been, had there been no rules pleadings to compel the parties to lay bare their cases before the opposite party prior to the commencement of the actual trial”.

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 few years ago Hon’ble Mr. Justice Lord William of the Calcutta High Court in the case of, strongly emphasize the need of careful study of the art of pleading and condemned the obscure pleading which were shocking and were filed even in Calcutta High Court. It is, therefore, the duty of every advocate to take extreme care in drafting of his pleadings. There is no force in saying that the pleading in this country are not to be strictly construed. Has this been the object of the law of pleading the framers of the Code of Civil Procedure would not have laid down the rules of civil pleadings.

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 pleading in the High Court and Mofussils Court. Appendix A to the Code of Civil Procedure contains some model form of pleadings which are useful. Unfortunately these forms are seldom consulted by the mofussil pleader the reason being that the pleadings are being drafted by their clerks who are not trained in this direction and do not have legal knowledge.

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 a benefit to 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 to 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 pleading is that neither provisions of law nor conclusion of mixed law and facts, 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 Muhammedan Law. To allege that 'Abu Mohammad made a gift' will be a conclusion of law from the facts which are not to be stated directly in the pleading. Secondly, 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 negligent and how he became bound to use due care to prevent an injury to others. Thirdly, when the 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 facts which go 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 goods 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 it was rescinded.

The fundamental rule of pleading is that a pleading shall affirmatively contain only a material fact on which the party relies and it shall not contain facts which are only evidence by which such material facts are to be proved. 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 points 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 court 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 an facts: Where a questions 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 r.6 of C.P.C.), as for instance, the legality of the notice under section 80, C.P.C.

(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 ion which the party pleading relies for his claim or defence. This rule has been enunciated in Order 6, ruke2 of the Code of Civil Procedure. The rule that the material facts should be not a technically and that an omission to observe it may increase the difficulty in the Court's task of ascertaining the rights of the parties. Further, every pleading must state facts which are material at the present stage of the suit. Now, the question arises what is material fact? The fact which is essential to the Plaintiff's cause of action or to the defendant's defence which each prove or fail is material fact.

Now, the question that what facts are material, is not very easy to answer. However, 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 a case has an exception to it, all facts are material which tend 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 Plaintiff claims right of pre-emption u/s 15(2)(b) of Punjab pre-emption Act, he must plead the necessary facts in respect of his claim.

(3) Where a plaintiff claims an alternative relief, he must plead facts entitling him, for such relief.

(4) Where the question of age or time affects the right of the parties, the facts should be specifically pleaded.

(5) Every plea of facts must be specifically pleaded, and proved. Court cannot allow party to the suit to lead evidence inconsistent with his plea in spite of object of objection by the other party is allowed to lead evidence in rebuttal does not cure the legal defect.

(6) Where a plaintiff sues on the basis of a title he must state the nature of the deed from which he has derived title.

(7) The plea that a woman claiming maintenance has lost her right due to continuous desertion or living in adultery should be specifically raised.

(8) 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 content 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 Probandia*, i.e. the facts to be proved, and they should be stated in the pleadings. The evidence or facts by which *Facta Probandia* are to be proved are called *Facts Probandia*, and they are not to be stated in the pleadings. *Facta Probandia* 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. In the Punjab *Rewaje Aam* (customs) are contained by the Manual of Customary Law which records customs, are only evidence and it is not necessary to refer to them in plaints.

(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.

As already discussed the unnecessary facts should be omitted from the pleadings. Let us summarise them.

(1)Matters of law, (2)Matters of evidence, (3)Matters not alleged in the opponent's pleading, (4)Matters presumed by law, (5)The performance of condition precedent, (6)The words of documents, (7)Matters affecting cost only, (8)Matters not material to the case, (9)The defendant need not plead to the prayer of the plaintiff, (10)The defendant need not plead to the damages claimed or their amount. The above details should not be pleaded in a pleading.

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

(1) Describe the names and places accurately and spell them correctly and adopt the same spelling throughout.

(2) 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 plaintiff or defendant, call in your pleading, 'the plaintiff Ramashankar' or 'the defendant-Hariharan' as the case may be.

(3) A lawyers 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, inthis case while drafting the pleading instead " the assured killed himself" or he committed suicide," plead that "the assured died of his own hand."

(4) 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.

(5) 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.

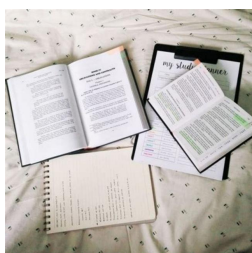
(6) Every pleading shall be verified by the party or the parties. A verification can also be made by any other person if acquainted with the facts of pleadings. False verification is an offence punishable by the Indian Penal Code.

(7) 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 of his own knowledge and what he verified upon the information received and verified 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 estoppel 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 ever 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.



Law College Notes & Stuffs

CIVIL PLEADINGS

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

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

IN THE MATTER OF:

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

..... PLAINTIFF

VERSUS

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

..... DEFENDANT

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

MOST RESPECTFULLY SHOWETH:

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

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

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

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

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

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

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

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

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

10. The suit is within the period of limitation.

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

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

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

PRAYER:

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

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

Place: _____ Plaintiff
 Date: _____ Through _____ Advocate

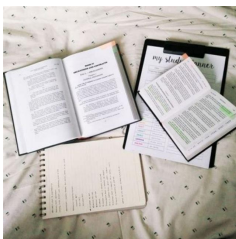
VERIFICATION:

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

Plaintiff

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

* * * * *



Law College Notes & Stuffs

DRAFT AFFIDAVIT

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

IN THE MATTER OF:

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

..... PLAINTIFF

VERSUS

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

..... DEFENDANT

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

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

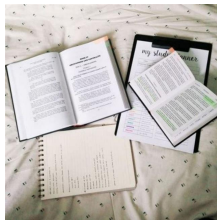
1. I say that I am the Authorized Representative / Director of the Plaintiff Company and I am aware of the facts and circumstances of the present suit based upon the records of the Plaintiff maintained in the ordinary course of business and I am duly authorized and competent to swear and file the present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

DEPONENT

VERIFICATION:

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

DEPONENT



Law College Notes & Stuffs

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

IN THE MATTER OF:

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

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

SUIT FOR PERMANENT INJUNCTION

MOST RESPECTFULLY SHOWETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PRAYER:

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

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

Plaintiff

Place:

Through

Date:

Advocate

VERIFICATION:

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

Plaintiff

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

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

IA NO. _____ OF 20...

IN

SUIT NO. _____ OF 20...

IN THE MATTER OF:

Sh. Om Veer Singh, S/o _____

R/o

PLAINTIFF/APPLICANT

VERSUS

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

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

DEFENDANTS/RESPONDENTS

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

MOST RESPECTFULLY SHOWETH:

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

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

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

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

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

PRAYER:

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

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

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

	Plaintiff /Applicant
Place:	Through
Date:	Advocate

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

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

IA NO. _____ OF 20..

IN

SUIT NO. _____ OF 20..

IN THE MATTER OF:

ABC

..PLAINTIFF/APPLICANT

Versus

XYZ

...DEFENDANT/RESPONDENT

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

MOST RESPECTFULLY SHOWETH:

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

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

PRAYER:

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

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

Delhi.

Plaintiff/Applicant

Dated:

Through

Advocate

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

* * * * *

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

IN THE MATTER OF,

Mrs. Surjit Kaur Sahi

Mr. Avinder Singh Sahi

Both R/o _____, Chandigarh.....PLAINTIFFS

VERSUS

Power Grid Corporation of India Ltd.

Hemkunt Chamber, Nehru Place, New Delhi-110029

Through its Chairman/Managing Director... ..DEFENDANT

SUIT FOR EJECTMENT AND DAMAGES FOR
WRONGFUL USE AND OCCUPATION

MOST RESPECTFULLY SHOWETH:

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

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

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

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

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

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

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

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

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

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

PRAYER

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

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

Delhi

Dated

PLAINTIFFS
THROUGH
ADVOCATE

VERIFICATION :

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

PLAINTIFFS

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

* * * * *

MODEL DRAFT FOR WRITTEN STATEMENT

IN THE COURT OF SHRI CIVIL JUDGE
(DISTRICT), DELHI
SUIT NO. OF 2017

X PLAINTIFF

VERSUS

Y DEFENDANT

WRITTEN STATEMENT OF 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 short 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 short 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 and not 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 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 is 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 properly. As a matter of fact, Mr. N is the owner of the suit properly.

4. That with respect to para 4 of the plaint, it is correct that the Defendant is in possession of the suit properly. 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 para 21 is not admitted. This Hon'ble Court has no jurisdiction to entertain this suit because the subject matter of this suit exceed the pecuniary jurisdiction of this Hon'ble Court.

13. The 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 :

Verification 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]

* * * * *

S

IN THE HIGH COURT OF DELHI AT NEW DELHI**CAVEAT NO. /2017**

(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 C.P.C.
PROCEDURE BY RESPONDENT/CAVEATOR.

Most respectfully Showeth:

- a) 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 filling 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.

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.

Caveator

Delhi

Through

Dated:

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.)

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 2017**

(UNDER SECTION 25 OF THE CODE OF CIVIL PROCEDURE, READ WITH
ORDER XXXVI, SUPREME COURT RULES.)

IN THE MATTER OF:

J _____ S/o _____ R/O _____ ... PETITIONER
VERSUS

1. Union of India,
Through its Secretary,
Ministry of Defence,
South Block, New Delhi-110001
2. Chief of Air Staff,
Vayu Bhawan,
New Delhi-110001.
3. Air Officer Commanding –in-Chief
Western Air Command,
Subrato Park, New Delhi-110010
4. Group Captan A _____
Station Commander, Air Force
Station Suratgarh.
5. Presiding Officer
Court Martial, Subrato Park, New Delhi.

... RESPONDENTS

AND IN THE MATTER OF:

TRANSFER OF CIVIL WRIT PETITION NO.727/2015 FILED BY
THE PETITIONER AGAINST THE RESPONDENTS PENDING
IN THE HIGH COURT OF DELHI AT NEW DELHI, TO THE
HIGH COURT OF JUDICATURE AT ALLAHABAD.

To

The Hon'ble Chief Justice of India, And his Companion Justices of the Hon'ble
Supreme Court of India at New Delhi

The above named petitioner most
respectfully, sheweth as under:

MOST RESPECTFULLY SHOWETH

1. That the petitioner is seeking Transfer of Civil Writ Petition No.727/2015 filed by the Petitioner against the respondents pending in the High Court of Delhi at New Delhi, to the High Court of Judicature of Allahabad, titled "JWO BP Misra Versus Union of India & Ors."

2. BRIEF FACTS:

i. The Petitioner joined as Airmen in the Trade Flight Mechanic Air Frame and later after conversion course became Air Frame Fitter after passing the necessary examination and training. During the period petitioner also gained a promotion to the rank of Corporal, Sergeant and later Junior Warrant Officer – Class-II, a Gazetted post. The Petitioner was also awarded three good conduct badge Pay each after 4 year of Services for very good character and good proficiency in his trade. There was no whisper of any kind of misconduct while working at various places during 22 year of service as per the directions of the Respondents. The same is a matter of record and speaks in volumes about the Character and Trade proficiency of the petitioner.

ii. The Petitioner got his last rank after passing due examination and consideration of last Annual Confidential Report (ACRS) Significantly in the year 1998 the Petitioner was awarded in assessment 94 / 100 as exceptional which speaks about the high caliber of the Petitioner in his trade.

iii. The Petitioner was compelled to file a Redress of Grievances ROG against Respondent No.6 for non grant of leave and unwanted harassment in many ways i.e. sending on temporary duty assigning Secondary Duties, not granting of leave and denial of even monthly salary for four months which is a matter of record. The Petitioner has one son suffering with asthmatic problem and came on posting to present place as per the Medical advice of the authorities.

iv. The Petitioner was charge sheeted and later the same was dropped as he has complained about the grievances against his Squadron Technical Officer (STO) for illegal harassment.

v. The petitioner has to face the wrath of his previous Commanding Officer (C.O.) and Squadron Technical Officer (S.T.O.) by means of various methods of harassment which even adversely affected the health of his one son and even wife was got effected by Tuberculosis. The harassment of the respondents did not end there and hence continued which compelled the Petitioner to file a application for interview with the Station Commander but all in vain.

vi. The Petitioner applied for further extension of service after fulfilling all the conditions. The Petitioner was compelled to raise redressal of Grievances ROG against the

Respondent No.6 Commanding Officer Wg. Cmr. Raj Shekhar. This further aggravated the attitude of the Commanding Officer and Squadron Technical Officer (STO).

vii. The petitioner has all the apprehensions of his life as such filed a FIR at the Police Station for seeking protection from the officials of the Respondents. The Security Officer of the Respondents gave undertaking before the Police on behalf of Respondents that no harm will be done to the Petitioner. After withdrawing the Complaint by the Petitioner, the Petitioner was immediately sent on temporary duty to Nalia in Gujarat due to irritation of complaint. The Petitioner had no alternative but to proceed as directed without being his turn. The harassment of the Petitioner continued at the behest of the Respondent No.6 Commanding Officer C.O. and his Subordinates. After strong and heavy earth quake in whole of the Gujarat in the morning the Petitioner was directed to go back to his Unit knowing fully well of non-availability of transport which was totally abandoned due to the earth quake, the same is matter of record. However the Petitioner has to beg for his food and somehow reached his unit to avoid wrath of the Respondents by way of disciplinary action for misconduct of not disobedience.

viii. The Petitioner aggrieved by such highhandedness of the Respondents filed an Appeal under 26 of Air Force Act for redressal of his grievances. The Petitioner gave a reminder for disposal of his appeal under Section 26 of the Air Force Act. The Appeal was rejected without speaking order with stereo type of order devoid of merits. The Petitioner filed application for permission to file Civil Case and for grant of leave. The same was not granted by the Respondents and even denied the acknowledgment of the receipt. Application for extension of service was rejected and ordered to be discharged.

ix. The Petitioner was posted out to Nalia with effect from 25.6.2014 at the behest of Respondents 5 and 6 knowing fully well that Petitioner is likely to be discharged from service with effect from May, 2015 and he is not to be disturbed in his last days of service as per the custom and usage of service.

x. The Petitioner applied for cancellation of his posting as Nalia is a wet place and sons is suffering from Asthma besides there is no education facilities beyond Class-XII which would effect the career and studies of the Children of the Petitioner. It is also a matter of record that Petitioner's wife is suffering from Tuberculosis and is under the treatment of the Respondent's Medical authorities. The Petitioners application was not even forwarded in time to the higher authorities.

xi. The Petitioner applied for leave but was not granted. The Petitioner was directed to clear the unit by way of clearance certificate and proceed on posting without disposal of leave application under Escort forcibly. There was direct threat from Commanding Officer C.O. and no assistance was provided by Police.

xii. The Petitioner again was under threat of his posting under escort and danger to his life at the hands of the Respondents. The Petitioner feeling apprehension of danger to his life as such came to Delhi to see higher authorities but all in vain. As such decided to file a Writ Petition before this Hon'ble Court. As similarly one Sgt Pathak of 737 SU was killed in mysterious circumstances, petitioner has apprehension of raising Mental checking Form P-10 making/declaring a mental case. The Petitioner filed a Writ Petition for cancellation of his transfer posting. The Hon'ble Vacation Judge directed to produce the transfer policy and

adjourned the matter to 2.7.2014. On 2.7.2014, the Petitioner failed to procure the policy as such the matter was again adjourned to 4.7.2001. On 4.7.2014 the matter was again adjourned to 13.8.2014 as even the Respondents Lawyer failed to produce the transfer policy of the Respondent just to avoid the wrath of the Hon'ble Court.

xiii. The Petitioner being relieved of his fear due to the interference of the Court, joined his duty at the then place of posting and informed and prayed for regularization of the leave. The Petitioner was charge sheeted for 'Absent without leave' (AWOL) and disobedience order by not going on posting as directed to Nalia.

xiv. The charge sheet tried by Commanding Officer C.O. without jurisdiction in a discourteous manner asking the Petitioner to remove his Cap and Belt like Non-Commissioned Officer ignoring willfully the status and rank of the Petitioner who is junior warrant officer-Class-II Post, for which no such procedure is prescribed. The Ist Summary of evidence was ordered without application of Rule 24 of A.F. Rules, 1969 which prescribes principles of natural justice. The Petitioner prayed for loan from his Air force Public Provident (AFPP) fund to meet the legal expenses and the same was denied by the Respondents and the same is a matter of record.

xv. The Petitioner's posting was cancelled to avoid the wrath of this Hon'ble Court. Accordingly Writ Petition No.3978/2014 was allowed by this Hon'ble Court, however, without specifying the date of absence, Respondents got orders for disciplinary action against Petitioner. It is worth while to note that petitioner also come to Delhi to avoid death threat of Respondent No.4 and 6.

xvi. All Application under Section 26 of the Air Force Act, was rejected by Chief of Air Staff, Respondent No.2 without speaking order again in Stereo Type order devoid of merits, hence rejected. This is usual order in all such appeals u/s. 26 of Air Force Act, 1950 is matter of record. The Respondents themselves admitted the illegalities in the record of summary of evidence is also a matter of Record. The Petitioner again filed Appeal under Section 26 of the Air Force Act for redressal of his grievances as prescribed under the Act. The Petitioner was orally threatened to abstain from raising such applications.

xvii. The Petitioner was put under Close arrest without informing his family as even directed by the Hon'ble Supreme Court in D.K. Basu's case, which curtails the liberty of the Petitioner in a illegal manner. The reasons are yet to be known. The Petitioner sought interview with the Station Commander which was granted later on 9.10.2001. The Station Commander instead of redressing of the grievance and consoling the Petitioner for his illegal close arrest, further threatened the Petitioner with a dire consequence and of further putting him under close arrest and threatened for Court Martial.

xviii. The Petitioners Summary of Evidence 2nd is completed in any illegal manner without providing him a copy of the previous Summary of Evidence which is mandatory to meet the requirements of principles of Natural Justice. The petitioner is now informed that he is likely to Court martialled by way of GCM. and since last 4 months the Petitioner is under constant threat of disciplinary action at the hands of the Respondents for no fault of his where as all officials under the Respondents have joined hands together to harass the Petitioner by all means and make example case for others. The Petitioners extension application is also rejected as the last Respondent has spoiled his ACR for the year 2003 and 2005 without any

communication to the Petitioner or in a Counseling to the Petitioner as provided under the provisions of the Air Force Act. Hence Writ Petition No.727 of 2015 filed for initiation of appropriate enquiry and disciplinary action against the officials for illegal harassment of the Petitioner and for quashing of the ACRs 2003 & 2005 and subsequent order of discharge.

xix. Petitioner filed C.W.P. No. 6989 of 2014. In spite of several directions of the Hon'ble Court, the Respondent did not file the Counter – Affidavit in time and the same is now fixed for 11.2.2015. Respondents decided to conduct General Court Martial in retaliation to certain observations and queries by this Hon'ble Court to explain the reason of close arrest in September, 2014. That no legal aid or defence Advocate was provided. All members were ignorant about law and worked at the tune of the Judge Advocate and all pleas of petitioner were disallowed in arbitrary manner. Preliminary objections were not taken by General Court Martial on record. The Petitioner approached Hon'ble High Court of Delhi by way of Civil Misc. Application in which notice was issued. General Court Martial without adhering to law and provisions and principles of natural justice passed the order, "to be reduced to the rank of Cpl. From JWO (JCO) subject to confirmation." The copy of the order was not given to the Petitioner to deprive him to approach this Hon'ble Court. The Petitioner was released from open arrest which speaks in volumes about the high-handedness of the Respondents to deprive him of any legal aid or counseling by any one. Proceeding copy of General Court Martial were denied to the Petitioner by which denied the statutory right of Appeal u/s 161 (1) of Air Force Act. Even affidavit of defence witness was not taken on record. The Court orders dated 4.7.2014 and 13.8.2014 were not taken on record by the General Court Martial which were passed for illegal posting which actuated the absence of the Petitioner.

xx. The Petitioner was discharged. Pension stopped Regular threat to life is given as numerous incidents of elimination of Airmen who raise voice against commissioned officers. The Petitioner is in bad financial state and has no money to meet his day to day expenses. The petitioner has no means to incur heavy expenditure in travelling to Delhi for conduct of his case. The petitioner also feels that his life will be put to an end by the respondents. Fearing safety of his life the petitioner has moved his family bag and baggage to District Pratap Garh (U.P.). That the High Court of judicature at Allahabad are near to the place of residence of the petitioner and the petitioner feels that the writ Petition No. 727 of 2015 titled B.P. Mishra V/s U.O.I. be transferred to the High Court of Judicature at Allahabad as the petitioner has no trust and faith in the respondent and they can stoop to any level and the petitioner fears for his life. Hence the petitioner is seeking transfer of his case to the High Court at Allahabad.

3. This Transfer Petition is being filed by the Petitioner for transferring the Civil Writ Petition No.727/2015 filed by the Petitioner at the High Court of Delhi at New Delhi on amongst others the following grounds.

GROUND

I. Because the Petitioners have no trust and faith in the respondents as they are prejudiced and using influence and every other illegal method to defeat the petitioner. Thus the petitioner is seeking the transfer of the case from the High Court of Delhi at New Delhi to High Court of Judicature at Allahabad.

II. Because the petitioner have no trust and faith in Opposite party as they had in past acted with malice and making life threatening attempts and petitioner fears for his and of his family's life.

III. Because the petitioner is discharged from service and is not getting Pension and dues and petitioner is reduced in state of penury and is not in a position to conduct case in Delhi.

IV. Because on 31.5.2015 the Petitioner was discharged. His pension stopped and he received regular threat to life is given as numerous incidents of elimination of Airmen who raise voice against commissioned officers.

V. Because the Petitioner is in bad financial state and has no money to meet his day to day expenses. The petitioner has no means to incur heavy expenditure in travelling to Delhi for conduct of his case. The petitioner also feels that his life will be put to an end by the respondents. Fearing safety of his life the petitioner has moved his family bag and baggage to District Pratapgarh (U.P.). That the High Court of judicature at Allahabad are near to the place of residence of the petitioner and the petitioner feels that the writ Petition No. 727 of 2015 titled B.P. Mishra V/s U.O.I. be transferred to the High Court of Judicature at Allahabad as the petitioner has no trust and faith in the respondent and they can stoop to any level and the petitioner fears for his life.

VI. Because in the facts and circumstances stated above, it would be in the interest of justice that the said Civil Writ Petition No. 727/2002 filed by the petitioner against the respondents pending in the High court of Delhi at New Delhi be transferred to High Court of Judicature at Allahabad (U.P.). Even otherwise there is no likelihood of disposal of writ petition No. 727/2015 due to heavy back log of cases. The copy of the civil writ petition No.727 / 2015 is Annexure P-1.

4. That the petitioner has not filed any other similar transfer petition before this Hon'ble Court so far in respect of this matter.

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 Civil Writ Petition No. 727/2015 filed by the Petitioner against the respondent titled "JWO BP Mishra Vs. Union of India" from High Court Delhi at New Delhi to the High Court of Judicature at Allahabad.

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

NEW DELHI

ADVOCATE FOR THE PETITIONER

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

EXECUTION APPLICATION
IN THE COURT OF _____
EXECUTION PETITION OF ____ OF 2017
IN
CIVIL SUIT _____ OF 2015

A

DECREE HOLDER

Versus

B

JUDGEMENT 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	

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

Decree Holder

Verification

I, _____ S/o _____ R/o _____ do hereby verify that the contents of this application are true to my knowledge or belief.

Decree Holder

Through

Advocate of 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 or order:*

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 they are cohabiting 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 petitions 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 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.

IN THE MATTER OF :

VERSUS

PETITION FOR RESTITUTION OF CONJUGAL RIGHTS UNDER SECTION 9
OF THE HINDU MARRIAGE ACT, 1955 (NO. 25 OF 1955)

Most Respectfully sheweth:

1. That a marriage was solemnized between the parties according to Hindu rites and ceremonies on dt.at (Give 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 were 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).

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)

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 the petitioner submits that this Hon'ble Court has jurisdiction to try and entertain 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 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

Delhi

Dated

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]

* * * * *

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

HMA PETITION NO. _____ OF 2017

IN THE MATTER OF :

IN THE MATTER OF :

Xs/o PETITIONER

R/o

VERSUS

Yw/o RESPONDENT

R/o

PETITION FOR JUDICIAL SEPARATION UNDER SECTION 10
OF THE HINDU MARRIAGE ACT, 1955 (NO. 25 OF 1955)

The petitioner prays as follows:

1. That A marriage was solemnized between the parties according to Hindu rites and ceremonies on dtat.....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.

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 were 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)					

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 the petitioner submits that this Hon'ble Court has jurisdiction to try and entertain 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 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

Delhi
Dated

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 affidavits of petitioner is to be appended]

* * * * *

IN THE COURT OF PRINCIPAL JUDGE, FAMILY COURT (DISTT.), DELHI
HMA PETITION NO. _____ OF 2017

IN THE MATTER OF:

X _____ ... PETITIONER

VERSUS

Y _____ ... RESPONDENT

PETITION FOR DISSOLUTION OF MARRIAGE BY A DECREE OF DIVORCE
UNDER SECTION 13 OF THE HINDU MARRIAGE ACT, 1955 (NO 25 OF 1955)

The petitioner prays as follows

1. That a 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.

An affidavit, duly attested stating above facts has also been filed.

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 were 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. (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)					

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 the petitioner submits that this Hon'ble Court has jurisdiction to try and entertain 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

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]

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

HMA PETITION NO. _____ OF 2017

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
(NO. 25 TO 1955)

Most Respectfully sheweth:

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

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.

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

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 :** An affidavit of petitioners is to be appended]

* * * * *

APPLICATIONS UNDER THE INDIAN SUCCESSION ACT**IN THE HIGH COURT OF DELHI AT NEW DELHI
(TESTAMENTARY & INTESTATE JURISDICTION)****PROBATE CASE NO.OF 2017**

IN THE MATTER OF

X _____ ... APPLICANT/PETITIONER
VERSUS

1. State _____

2. Y _____ ... RESPONDENTS

PETITION FOR GRANT OF PROBATE

To

The Hon'ble Mr Justice....., Chief Justice and his Companion
Justices of this Hon'ble CourtThe humble petition of.....residing at.....in the town
of Calcutta the sole executor of the Will of the said deceased most respectfully sheweth

1. That the said.....the deceased above named lately residing at.....in the town of Calcutta within the jurisdiction aforesaid who was in his life-time and at the time of his death a Hindu governed by the.....School of Hindu Law departed his life at his dwelling house at No.....in the town of Calcutta on the.....date of.....2012.....having duly executed his Will and Testament in English language and character bearing date the.....and a Codicil thereto also in the English language and character bearing date the.....2012.....whereby and whereof he appointed your petitioner his sole executor.

2. That the signature of the testator of the said Will was duly attested amongst others by.....and the signature of the testator in the codicil was duly attested amongst others by.....The execution of the said Will is proved by a declaration of.....one of the attesting witnesses to the said will and the execution of the said codicil is proved by a declaration of.....one of the attesting witnesses to the said codicil. The said declarations are hereto annexed.

3. The deceased above-named died leaving properties within the jurisdiction of this Hon'ble Court to be administered and your petitioner is desirous of obtaining from the Hon'ble Court a probate of the said Will above named with effect throughout the union of India.

4. That the particulars of the estate of the deceased above-named with so far as your petitioner has been able to ascertain are likely to come into the hands of your petitioner as such executor as aforesaid are set out in the affidavit of assets of your petitioner affirmed on the.....day of.....and the value of the estate will not after deducting the liabilities, with the best of petitioner's information and belief, exceed the sum of Rs.....

5. 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.

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

7. That no intimation has been received by this Hon'ble Court from any other High Court or any other Court in the Union of India of any Grant of Probate or Letters of Administration to the estate and credits and effect of the said deceased as appeared from the Registrar's Certificate hereto annexed and marked with letter "B".

8. That the amount of the value of the estate likely to come to your petitioner's hands does not exceed Rs.....and the duty payable in respect of the said estate as will appear from the certificate of the Taxing Officer hereto and marked with the letter "C" has been paid.

9. That your petitioner is desirous of obtaining Grant of Probate of the said last Will and Testament dated the.....as also the said codicil dated.....of the deceased above-named out of and under the seal of this Hon'ble Court as sole executor named in the codicil.

The petitioner therefore humbly prays to Your Lordships for an order:-

(1) That probate of the last Will and Testament dated.....together with the Codicil thereto dated.....of the deceased above-named be granted to your petitioner the said.....as the sole executor named therein with effect throughout the Union of India.

(2) That your petitioner hereby undertake to pay to the State or other party entitled thereto the fees of Court in case the estate shall hereafter be found to be of greater gross value than Rs.....

(3) That your petitioner be at liberty to pay in the first instance out of the funds of the estate to come into his hands the costs of and other incidental expenses to this application and all costs that might be necessary in the premises to be taxed by the Taxing Officer of this Hon'ble Court.

(4) That such further and other orders be made and directions given as to this Hon'ble Court may seem fit and proper.

And your petitioner, as is duty bound, shall every pray.

Delhi.

PETITIONER

Dated :

THROUGH

ADVOCATE

[NOTE : To be supported by an affidavit]

* * * * *

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

The humble petition of.....of.....most respectfully sheweth:-

1. That the late A.B. of.....died at.....on theday of2004.....leaving properties situate within the jurisdiction of this Court. A description of the said properties is set forth in the affidavit annexed to the petition.

2. 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.....

3. The petitioner is the son of the deceased, and as such is entitled to letters of administration to the estate of the deceased.

4. The deceased abovenamed died leaving properties in the suchedule annexed.

5. That, to the best of your petitioner's belief, no application has as yet been made by anybody to any other Court for letters of administration of the estate of the said deceased.

6. Under the circumstances set forth above, your petitioner prays that letter of administration to the estate of A.B. may be granted to your petitioner.

And your petitioner as in duty bound shall every pray.

I _____ the petitioner in the above petition, do hereby declare that what is stated therein is true to the best of my information and belief.

Delhi.

PETITIONER

Dated :

THROUGH

ADVOCATE

NOTE : To be supported by an affidavit]

PETITIONS UNDER CONSTITUTIONAL LAW

WRITS

Meaning and evolution of the concept of Writs:

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 then 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 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 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 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.

**IN THE HIGH COURT OF DELHI AT NEW DELHI
(WRIT JURISDICTION)**

WRIT PETITION (CIVIL) NO. _____ OF 2016

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**

Respectfully sheweth :

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 dated 1.2.2014 which requires the M.C.D. to appoint only those person as Daily wage worker who are below the age of 30 years as on 01.10.2014. 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 1.12.2014 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 01.02.2014 as all the three person namely Om Pal, Sh. Ram and Smt. Maya are more than 30 years of age as on 01.10.2014. 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 1.12.2014, 2.1.2015 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 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 respondent appointed. Sh. Ompal, Sh. Ram and Smt Maya despite their being overage and not meeting requirements of Notification No. MCD/LF/01-103 dated 1.2.2014.
- (f) Because the action of the respondent is bad in law
- (g) That the Petitioner craves, leave of this Honorable Court to add, amend, alter the grounds raised in this petition.
6. That the cause of action in present case arose on 1.2.2014 when the respondent brought out the Notification No. MCD/LF/01-103 dated 1.2.2014., it further arise when on 1.12.2014 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 overage and not meeting requirements of Notification No. MCD/LF/01-103 dated 1.2.2014, it further arose when representations were made to respondent orally and in writing on 1.12.2014, and 2.1.2015. 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 honorable 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 1.2.2003 : 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.

FOR THIS ACT OF KINDNESS THE PETITIONER ABOVENAMED SHALL EVER PRAY.

Delhi

Date _____

THROUGH

PETITIONER

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 2016**

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-110003Respondents

**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 10.09.2013 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 10.09.2013 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 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 detenus. Copy of such a detention order bearing No. U-11011/1/2012- PITNDPS dated 10.09.2013 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 10.09.2013 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.

GROUNDS

- A. Because though the impugned detention order was passed on 10.09.2013, 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. Therefore, in view of the exceptions of the Alka Subhash Gadia's case the impugned detention order is liable to be quashed on this ground also.
- C. Because the petitioner says and submits that a bare perusal of the enclosed grounds of detention clearly reflect that Sponsoring Authority did not place before the Detaining

Authority following mentioned documents, which were very vital and material since they could have influenced the mind of the Detaining Authority one way or the other at the time of passing the impugned detention order. The Detaining Authority having failed to apply its mind to those documents rendered the impugned detention order illegal and void. These documents are as under:

It is submitted that in case these documents were placed before the Detaining Authority they were relied upon material and as such ought to have been part of the list of relied upon documents, which is not so. It is worth mentioning here that while demanding those documents, being relied upon documents, petitioner's co-accused/detenu had raised this ground in his representation dated 05.10.2013 (Annexure E). However, vide the memorandum dated 13.11.2013 (Annexure F), that representation was rejected casually and mechanically, which clearly substantiates abovementioned contention of the petitioner that the impugned detention order has been rendered illegal and void on account of non-placement of those documents. Therefore, in view of the exceptions of the Alka Subhash Gadia's case read with above mentioned Deepak Bajaj's judgment, the impugned detention order is liable to be quashed on this ground also.

- D. Because similar detention orders passed in respect of other co-accused persons in the matter have been found to be not issued for sufficient cause by the detaining authority and, therefore, were revoked at the instance of the Advisory Board, consisting of three Hon'ble Judges of this Hon'ble Court, by the respondent no.2. The petitioner is made to understand that the ground for revoking the detention orders in those cases was delay in passing the same. Under these circumstances, it is most humbly and respectfully submitted that, if the detention order passed against the petitioner also suffers from the same infirmity, no useful purpose would be served by compelling him to go to jail, even though he is bound to be released subsequently because of illegality of such order. Therefore, it is respectfully prayed to this Hon'ble Court that the respondents may kindly be directed to place on record all the material pertaining to this case, including the detention orders and their consequence in respect of other co-accused persons, so that the true facts may be brought to the notice of this Hon'ble Court. Therefore, on this ground also the impugned detention order may kindly be quashed.
- E. Because the petitioner / detenu says and submits that there is no nexus between the purpose of the detention and the allegations as made in the grounds of detention which clearly shows non application of mind on the part of detaining authority. Therefore on this ground also the impugned detention order is liable to be quashed.
- F. 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.
- G. Because the petitioner/ detenu is a poor person and has clean antecedents. Even in this case he has been falsely implicated at the instance of the persons, inimical to him. It is respectfully submitted that he is 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. 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.
- H. Because it is enjoined upon the respondents to show to this Hon'ble Court that the impugned detention order is in conformity with the provisions of Constitution and is not illegal, failing which they would render the impugned detention order illegal and void.
- I. Because it is further enjoined upon the respondents to show to this Hon'ble Court that all the bare minimum safeguards, available in such kind of cases, seeking detention of the persons without trial, have been followed, failing which they would render the impugned detention order illegal and void.
- J. 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 10.09.2013 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 10.09.2013, 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.

New Delhi

Dated:

Through:

Petitioner

Advocates

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION
SPECIAL LEAVE PETITION (CIVIL) No. OF 2016

(From the Impugned Judgment and Final Order dated 19.12.2014 passed by the High Court
for the State of Punjab and Haryana at Chandigarh in C.M. No. 8507-C-OF 2002
in R.A.No. 14-C of 2002 in R.S.A. No. 2543 of 2001).

IN THE MATTER OF:

Manohar

....

EXPECTED PETITIONERS

VERSUS

Improvement Trust Phagwara.

Distt. Kapurthala, Punjab

....

EXPECTED RESPONDENT/ CAVEATOR

CAVEAT UNDER ORDER XV OF THE SUPREME COURT RULES 2013

To,
The Registrar
Supreme Court of India
New Delhi

Sir,

Let nothing be done in the above mentioned matter without notice to the undersigned.
The parties as arrayed in the High Court are the same in this Hon'ble Court.

Filed on _____

Yours faithfully

Advocate-on-Record for Caveator

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 OF THE SUPREME COURT RULES 2013

SPECIAL LEAVE PETITION (CIVIL) No. OF 2016

(Arising out of Judgment and order dated 14.12.2015 passed in Writ Petition No. 5427 of 2004 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

Responden

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 14.9.2012.201508 of the Hon'ble High Court of Judicature of Bombay Bench at Aurangabad in Civil Writ Petition No.5427 of 2004 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 4 (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. GROUNDS:

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 24.10.1997, of the Sub-Divisional Officer, Bhusawal dated 31.3.1997, of Tehsildar and Agricultural Lands Tribunal, Yawal, dated 1.10.1996 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 7.1.1968, the original tenant and owner under the Bombay Tenancy Act; and the registered Hakka Sod Patrak dated 18.12.1981 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 language and effect of the will and registered Hakka Sod Patrak are to be taken into consideration in reference to Section 43 and other provisions mentioned above of Bombay Tenancy Act. The three Authorities have failed to consider the effect of two documents viz, will and Hakka Sod Patrak.

IX) 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.

X) Because the very intention of the legislature in putting restriction on a tenant – purchaser under the Bombay Tenancy Act to transfer the land is that the tenant who has purchased the land U/s 32 of should be owner and cultivator and the unconcerned third persons should not be benefited. Obviously this is because of the social reform to be achieved by implementing Bombay Tenancy Act effectively. This intention is defeated because of the judgments and orders of the three authorities below after remand.

XII) 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.

XII) Because the registered Hakka Sod Patrak (relinquishment Deed) is practically nothing but a sale as defined in Section 54, Chapter III of the Transfer of property Act

because Digamber s/o Original tenant purchaser has accepted a consideration of Rs.25,000/- from the transferee Govinda Telele.

XIII) Because that the original document i.e. the Will and Hakka Sod Patrak are never produced by the respondent Nos. 1 to 4 in evidence. In the absence of these documents the findings of authorities below that the will and Hakka Sod Patrak do not come in the definition of transfer are not justified in law.

XIV) Because the families of Vishnu and Govinda were never joint families. Except the contention of respondents no.1 to 4 no evidence has come up on record. Therefore transfer of land to Govinda is hit by the provisions of Bombay Tenancy Act.

XV) Because respondent No.2 Harchand S/o Govinda Telele in his deposition recorded before Tahsildar and Agricultural Lands Tribunal Yawal, recorded after remand by Maharashtra Revenue Tribunal Mumbai in his examination in chief has said that the status of joint family has come to an end in the year 1959. Therefore the contention of the petitioner that the families of Vishnu and Govinda were never joint is supported by evidence of Harchand.

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

XVII) Because the prayer of petitioner that the land in question should have been allotted to him as he has no other land to cultivate should have been granted U/s 32 P (2) (b) of the Bombay Tenancy Act.

XVIII) Because Digamber, son of original Tenang Vishnu Telele, did not file any restoration application to set aside the judgment and order dated 5.1.1993 in Tenancy Case No. 68 of 1982, nor he filed any Revision before Maharashtra Revenue Tribunal Mumbai against judgment and order of Sub-Divisional Officer, Bhusawal dated 16.5.1994. Therefore, the judgment and order dated 5.1.1993 in Tenancy Case No. 68 of 1982 have become final against him. The respondent Nos. 2 to 4 who are the heirs of transferred from Vishnu and Digamber, have also all rights, title and interest in the land.

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

XX) The petitioner craves, leave of this Honorable Court to add, amend, 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 14.12.2015 of the Hon'ble High Court of Judicature of Bombay Bench at Aurangabad in Civil Writ

Petition No.5427 of 2015 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]

* * * * *

**IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION
SPECIAL LEAVE PETITION (CIVIL) NO. _____ OF 2016**

IN THE MATTER OF :

X _____ ...PETITIONER
VERSUS
Y _____ ... RESPONDENT

COUNTER AFFIDAVIT

Y, _____ S/o _____ R/o _____ presently at Delhi, do hereby solemnly affirm and state as follows :

1. That the Deponent is respondent in the aforesaid Special Leave Petition and as such fully acquainted with the facts circumstances and records of the case. Hence competent to swear and affirm the present affidavit.

2. That before giving parawise reply to the Special Leave Petition the Deponent craves leave of this Hon'ble Court to bring certain facts on record which have not been mentioned in the Special Leave Petition by Petitioners.

3. That pursuant to the direction given by Hon'ble Single Judge, affirmed by the Division Bench of the Hon'ble High Court, the Deponent has been reinstated and has been working with effect from 1-6-2015. In these circumstances, the Special Leave Petition filed by Petitioners hereinabove has become infructuous and is liable to be rejected.

Even otherwise the said Special Leave Petition is not maintainable as Petitioners before the Division Bench have never raised any point which has been raised by Petitioners before this Hon'ble Court. Before the Division Bench of the Hon'ble High Court the Petitioners had contended only very limited point and rather they sought clarification in LPA of judgment and order passed by Hon'ble Single Judge. The Division Bench of the Hon'ble High Court disposed of the LPA accordingly. On this ground alone the Special Leave Petition is liable to be rejected.

PARAWISE REPLY

1. In reply to paragraph-1 of the Special Leave Petition, it is submitted that there is no merit in the Special Leave Petition filed by Petitioners and as such the SLP deserves to be out rightly rejected with costs in favour of the Deponent.

2. In reply to paragraph-2, the plea taken by Petitioners has no legal force and hence the Petitioners are not entitled to any relief in terms of misplaced assertions under paragraphs A and B. As regards assertions under sub paragraph C, it is most respectfully submitted that such a stand of Petitioners is in itself contradictory with their pleadings inasmuch as that they

have stated that since 42nd Amendment to Article 311 of the Constitution of India is not applicable to the State of Jammu and Kashmir, therefore, the opportunity by way of show cause notice in terms of decision of the Petitioners for removal of Deponent from Government service could not be issued. Such pleadings on the face of record do not entitle the Petitioners for any relief.

3. Paragraph-3 of the Special Leave does not merit any reply.

4. Paragraph-4 of the Special Leave does not call for any reply.

5A. In reply to Ground-A, the assertion of Petitioners holds no legal force and as such the Petitioners because of their conduct as highlighted heretofore are not entitled to any relief because of the established fact that all the issues have been minutely and carefully gone into by the Hon'ble High Court at its Single Bench level, which on facts and law, did not warrant any interference by the Division Bench of the Hon'ble High Court.

B. In reply to paragraph-B it is most respectfully submitted that without affording due opportunity, the Petitioners could not be permitted to remove Deponent from Government service and that too by an incompetent authority, namely, Petitioner No. 4, who is neither the appointing authority of Deponent nor any such powers stood delegated to him. It is in this context most respectfully submitted that avoid action by an incompetent authority remains void and illegal and void order cannot be resuscitated.

C. In reply to this Ground, it is most respectfully submitted that this aspect of the matter stood elaborately dealt with by the Hon'ble High Court of Jammu and Kashmir and as such no issue survives and hence the Petitioners are not entitled to any relief much less in terms of misplaced assertions to the Petitioners. When the Petitioners had full knowledge that the Deponent had applied for leave on health grounds and also that the records of Petitioners did establish that mother of the Deponent was suffering from cancer, still the Petitioners could not have treated the Deponent as on unauthorized absence. The Petitioners were expected to conduct themselves as custodian and guardians of their employees but unfortunately, they acted in violation of settled procedure and rules for satisfaction of their personal ego, administrative obstinacy and for their personal ends. Hence, they are not entitled to any relief.

D. In reply to Ground-D, the assertions of Petitioners under this Ground are also not tenable because action of Petitioners in transferring the Deponent firstly to Nowshera and then to Amritsar or Chandigarh was based merely to satisfy their ego, and was attributed to extraneous considerations and that is why the Petitioners 2, 3 and 4 have been resorting to such illegal practices with oblique motive of harassing the Deponent and likewise other employees including one Mr. Pradeep Sharma, as submitted heretofore.

6. In reply to paragraph-7 of the Special Leave Petition, the prayer of Petitioners under this paragraph cannot be granted in the light of facts and circumstances submitted heretofore. The petition of the Petitioners deserves to be dismissed with exemplary costs in favour of the Deponent.

7. In reply to paragraph-8 of the Special Leave Petition, the Petitioners are not entitled to any interim relief as prayed for and their prayer to this effect also merits to be rejected outrightly in interest of justice.

VERIFICATION

The above-named Deponent do hereby verify and declare that the facts stated in the foregoing paragraphs of my affidavit are true to my knowledge and nothing of it is false and nothing material has been concealed there from.

Verified at Delhi on this the 05th day of January, 2010.

DEPONENT

* * * * *

IN THE SUPREME COURT OF INDIA
(CRIMINAL APPELLATE JURISDICTION)

SPECIAL LEAVE PETITION (CRL) No. _____ OF 2016
 (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 SHOWETH

1. That the present Special leave Petition (Criminal.) is filed against order dated 26.11.2015 of the High Court of Punjab and Haryana at Chandigarh, in Criminal Appeal No. 305-DB of 2013, titled "Subeg Singh & Anr., 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. BRIEF FACTS

On the night intervening 11/12.2.2013 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 nmeighborhood 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 that on 11.2.2013 and again on 13.2.2013. Smt. Babita 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 13.2.2013 in the Rojnamcha of the police-Station East, Chandigarh and formed a Police party and the came to House No. 53. The investigation of this case remained pending with S.I. Puran Chand up to 8.3.2013. The police remained unsuccessful in tracing out the crime till 8.4.2013. 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.

4. That the copy of the Trial Court judgment passed by Sessions Judge Chandigarh convicting and sentencing the petitioner in Sessions Case No.15 of 2013 U/s. 120-B, 302/34 and in alternative 302/114 IPC is Annexure P-1.

5. GROUNDS

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 26.11.2015 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 11.9.1995. The relevant portion of the same is as follows:-

“Before 7.4.2012 I had no conversation with anybody. On 7.4.2012 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 Chowk 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 Polcie 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 1.5.2012 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 11.9.2012 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 11.5.2012 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.

6. That the Petitioner has not filed any other Special Leave Petition against the Impugned Order dated 26.09.2002 before the Hon'ble Supreme Court of India.

7. PRAYER

In the premises 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 26.11.2015 of the High Court of Punjab and Haryana at Chandigarh, in Criminal Appeal No. 305-DB of 2013, 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.

NEW DELHI

DRAWN ON: _____

FILED ON: _____

[NOTE : To be supported by an affidavit]

DRAWN AND FILED BY
ADVOCATE FOR THE PETITIONER

**IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION
CURATIVE PETITION (CIVIL) NO. ____ OF 2016**

IN THE MATTER OF :

X _____ R/o _____	...	PETITIONER
	VERSUS	
Y _____ R/o _____	...	RESPONDENT

**CURATIVE PETITION UNDER ARTICLE 129, 137, 141 AND 142
OF CONSTITUTION OF INDIA READ WITH ORDER XLVIII OF SUPREME
COURT RULES 2013**

To

The Hon'ble Chief Justice of India
And His Lordships Companion Judges
of the Supreme Court of India.

The Humble Petition on behalf of Petitioner abovenamed.

MOST RESPECTFULLY SHOWETH :-

1. That the petitioner is desirous of filing the present Curative Petition against the Judgment and Final Order dated _____ passed in Review Petition (Civil) No. _____ in SLP (Civil) No. _____ which was dismissed by this Hon'ble Court vide Judgment and Final Order dated _____.

2. QUESTION OF LAW:

In the present Review Petition the following questions of law of general public importance arise for the consideration of this Hon'ble Court ;

- (a) Whether the Court is justified to refuse the decree for divorce when advocates appearing for both the sides argued and submitted that since 1976 there is no cohabitation between the parties and there is no chance of reunion and therefore there is no harm if the decree for divorce is passed in favour of the petitioner husband ?
- (b) Whether the courts below erred in holding that the petition filed by the petitioner was barred by the principle of resjudicata ?

- (c) Whether the High Court as well as the courts below erred in not appreciating the aspect that the marriage is irretrievably broken and there is no possibility of reunion and hence the decree for divorce is to be granted ?
- (d) Whether the courts below erred in holding that the ground of desertion is not proved and can not be taken ?
- (e) Whether efflux of time and admitted fact that the cohabitation is not resumed is not sufficient to grant decree of divorce ?

3. **GROUND**

That the petitioner is filing the present Curative Petition on the following amongst other grounds :-

AB.....C..... D

The Grounds mentioned in the curative petition had been taken in the Review Petition and that it was dismissed by circulation; and that no new grounds have been taken in this curative petition.

4. **MAIN PRAYER :-**

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

- (a) reconsider the Judgment and Final Order dated _____ passed by the Hon'ble Supreme Court of India in Review Petition No. _____.
- (b) Pass such other order or orders as this Hon'ble Court may deem fit and proper in the interest of justice.

AND FOR THIS ACT OF KINDNESS THE PETITIONER AS IN DUTY BOUND SHALL EVERY PRAY.

FILED BY :-

FILED ON :- _____ 2010
NEW DELHI

ADVOCATE FOR THE PETITIONER

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

* * * * *

NOTE: To be supported by affidavit of the petitioner and a certificate by **Senior Advocate**

CERTIFICATE

Certified that the Curative Petition has been examined by me and it appears to that following very strong grounds exists for facts of the curative parties

The curative Petition fulfils the requirements as laid down in the judgment dated _____ in the matter of Rupa Ashok Hurra Vs. Ashok Hurra [W.P. (C) No. 509/97 etc.] reported as 2002 (4) SCC 388, as the Review Petition was dismissed by Circulation and the grounds taken herein had been taken in the review petition and a specific averment has been made in the Curative Petition to this effect.

PLEADINGS UNDER CRIMINAL LAW

**IN THE COURT OF METROPOLITAN MAGISTRATE (DISTRICT _____),
DELHI**

BAIL APPLICATION NO. _____ OF 2017

IN THE MATTER OF :

STATE

COMPLAINANT

VERSUS

X _____ S/o _____ R/o _____

.....

APPLICANT

FIR NO. _____

U/S _____

POLICE STATION _____

APPLICATION FOR GRANT OF BAIL UNDER SECTION 437 OF CR.P.C.

The accused above named most respectfully sheweth :-

1. That the accused above named was arrested by the police on 1st January, 2010 and is in judicial custody since then. It is alleged that on 1st January, 2010, 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 in his locality.
5. That in November, 2015, the accused found some persons selling smack near Hanuman Mandir Cannaught Place, New Delhi. The accused immediately

reported the matter 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 chance 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.

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

APPLICANT

THROUGH

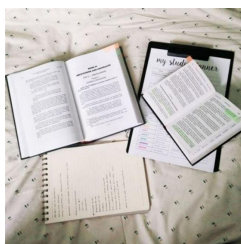
New Delhi.

Dated :

ADVOCATE

Note: to be supported by affidavit of Pairokar and Vakalatnama duly Attested by Jail Authorities.

* * * * *



Law College Notes & Stuffs

IN THE COURT SESSIONS JUDGE (DISTRICT _____), DELHI
TIS HAZARI COURTS DELHI

ANTICIPATORY BAIL APPLICATION NO _____ OF 2017

IN THE MATTER OF;-

X _____ S/o _____ R/o _____ APPLICANT

VERSUS

STATE COMPLAINANT

FIR NO. _____ OF 2017

UNDER SECTION: _____

POLICE STATION _____

APPLICATION FOR THE GRANT OF ANTICIPATORY BAIL UNDER
SECTION 438 OF THE CODE OF CRIMINAL PROCEDURE, 1973

The Applicant above named most respectfully submits as under:-

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 severe his relationship with Y.
5. That on 5th January, 2010, 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.

APPLICANT

THROUGH

New Delhi.

Dated : _____

ADVOCATE

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

* * * * *

**IN THE COURT OF CHIEF METROPOLITAN MAGISTRATE
(DISTRICT _____), DELHI**

CRIMINAL COMPLAINT NO. _____ OF 2017

X _____ S/o _____ ... COMPLAINANT

VERSUS

Y _____ S/o _____ ... ACCUSED

JURISDICTION : P. S. _____

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

THE COMPLAINANT ABOVE NAMED 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, 2015 the said original cheque is annexed hereto as Annexure – B.

4. That the Complainant deposited the said cheque in his account with the S_____ Bank of India, New Delhi on _____- 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 17th December, 2015, 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 17th December 2015 i.e. within fifteen days of the date of receipt of information regarding the dishonouring of the cheque. True copy of the said demand dated 17th December 2015 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 Complainant 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. The dishonoured cheque was drawn on _____ Bank, Delhi the same was deposited by the Complainant in S _____ Bank, New Delhi and the intimation regarding the dishonour of the said cheque was also given by the said banks, and as such the offence has been committed within the jurisdiction of this Hon’ble Court.

It is, therefore most respectfully prayed that this 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.

New Delhi

COMPLAINANT

Date :

THROUGH

ADVOCATE

* * * * *

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

COMPLAINANT

IN THE COURT OF PRINCIPAL JUDGE, FAMILY COURT, DELHI.

CRIMINAL COMPLAINT NO. _____ OF 2017

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 COMPLAINANTS
- VERSUS
- Z _____ S/o _____ R/o _____ RESPONDENT/ACCUSED

**APPLICATION UNDER SECTION 125 OF THE CODE OF
CRIMINAL PROCEDURE, 1973**

The Complainant above named most respectfully submits as under :-

1. That Complainant No. 1 is the legally wedded wife of the Respondent while Complainant No. 2 is the legitimate son of the Respondent. Both the Complainants are residing within the jurisdiction of this Hon'ble Court.
2. That Complainant No.1 was married to the Respondent according to the Hindu Rites and ceremonies on _____ - at New Delhi and Complainant No. 2 was born out of their wedlock on _____. Complainant No. 2 is staying with Complainant No. 1 at present.
3. That Complainant 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 Complainant No. 1 and the Respondent got disturbed on account of the illegitimate affair of the Respondent with a girl named Mrs. A. Complainant 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 Complainant No. 1 became rude, cruel and oppressive, and finally on _____, the Respondent compelled Complainant No. 1 to leave the matrimonial home along with Complainant No. 2, since then, the Complainants are staying with Complainant No. 1's father.
5. That the Complainant No.1 has made repeated attempts to join the Respondent in the matrimonial home. However, the Respondent has refused to take back the Complainants and has clearly informed Complainant 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 Complainants without any reasonable cause.

6. That the Respondent is liable to maintain the Complainants who have repeatedly requested the Respondent to provide them the appropriate maintenance. However, the Respondent has not only refused/neglected to maintain the Complainants, but has also refused to ever part with/return the articles belonging to Complainant 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 Complainants. He has no encumbrances or liabilities except that of maintenance of the Complainants.
8. That Complainant 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 Complainants are dependant upon him.
9. That Complainant No. 2 is a minor and is also staying with Complainant No. 1. He is studying in Delhi Public School, New Delhi, and his monthly expenditure including school fees, dresses etc. etc. is more than Rs. _____. Apart from this, Complainant No. 1 has also kept a maidservant to properly look after Complainant No. 2 and is paying her Rs. _____ per month which is presently being borne by her father.
10. That the Complainants 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 Complainants be passed in favour of the Complainant and against the Respondent directing the Respondent to pay the monthly allowance of Rs. ____ towards the maintenance of Complainant No. 1 and Rs. _____ towards the maintenance of Complainant No. 2. The costs of these proceedings be also awarded to the Petitioner.

COMPLAINANTS

THROUGH

Delhi.

Dated : _____

ADVOCATE

(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.

COMPLAINANT

**IN THE COURT OF SH....., PRINCIPAL JUDGE, FAMILY COURT,
DELHI**

Application No...../2016

IN THE MATTER OF:

Sakshi & Anr.

... Applicant

Vs.

Manoj

...Respondent

REPLY ON BEHALF OF RESPONDENT TO THE APPLICATION U/S 125 Cr.P.C.

MOST RESPECTFULLY SHOWETH:

Preliminary Objections:

1. That, the contents of the application u/s 125 Cr.P.C. are wrong and vehemently denied, unless specifically admitted.

2. That, the petitioner has left the matrimonial company of the respondent without any justifiable cause and has also forcibly taken away his only son, because of which not only child is being deprived of the love and affection of his father, but even the respondent is being deprived of the company of his only child. It is submitted that the respondent wishes to continue his matrimonial ties with his wife, however, it is the applicant, who, due to the reasons best known to her, has withdrawn from the matrimonial company. Nor, it is further respectfully submitted that, she is coming forward to mediation, so as to peacefully settle the matter, which itself reflects her malafides. It is pertinent to mention here that when at the insistence of Ld. ASJ, KKD, before whom the application, on behalf of the husband and his 10 other relatives, for anticipatory bail in the FIR registered at the instance of the petitioner/wife for the offences punishable u/s 406/498 IPC, was filled, referred the case for mediation, the same was made to fail by demanding exorbitant amount of Rs. 50 lakhs. It is pertinent to mention here that father of the respondent is simply a Govt. servant, working as Sr. Supervisor. Therefore, such a demand was deliberately made to harass and humiliate the respondent/husband, instead of peacefully compromising the matter.

3. That, at the time of marriage with the applicant, the respondent was earning his livelihood by taking tuitions, which was not to the liking of the wife. Moreover, she was very suspicious in nature and always doubted the integrity of her husband vis-à-vis his girl-students. Therefore, she was in the habit of making calls to students, so as to remove her said doubts, pursuant to which she used to ask very ridiculous and uncomfortable questions from those students. Consequently, in order to save his matrimonial home, the respondent was left with no option but to discontinue those kind of tuitions of girl- students. It is submitted that that led to spoiling of the image of the respondent at the hands of his wife. Not only this, the petitioner/wife further asked the husband to look for another profession/business, since the

tuitions, as source of earning for the respondent, was not to her liking, as stated above. It is submitted that it is the applicant, who persuaded the respondent to opt for the profession of property dealing, contrary to his (husband's) stature and taste, the respondent being always interesting in academics. It is worth mentioning here that earlier even the wife used to contribute in that profession of property dealing, because of which respondent used to earn something, however, after her leaving the matrimonial home and on account of drastic recession in properties the respondent is presently virtually starving, having no income at all. It is further pertinent to mention here that as on today he is not even able to meet his basic necessities, after having returned to his earlier source of income of 'tuitions'.

4. That, atrocities of the applicant are further apparent from the very fact that in collusion with her family members, more particularly her father, who happens to be a Govt. employee, as stated above, an FIR No. xyz/16 with PS Shakurpur u/s 406/498A/34 IPC, was got registered at her instance, wherein she has made false allegations, the contents of which are self explanatory in nature, as far as their implausibility is concerned and the same are reproduced as under for ready reference:

5. That, the respondent and his other family members have been deliberately falsely implicated in the case at the instance of the applicant, who is having matrimonial dispute with her husband, on account of temperamental differences, which is apparent from bare perusal of her complaint itself. It is submitted that Smt. A is sister of the husband; Smt. B, is mother-in-law of the applicant; Mr. C, Mr. D, Mr. E and Mr. F respectively are brothers of the respondent; Smt. G and Smt. H, are Sisters in law of the applicant; and Smt. J, is sister of father of the respondent. It is pertinent to mention here that all of them, except respondent, are residing separately from the applicant and, as such, by any stretch of imagination cannot be said to have committed any offence against the applicant, which itself reflects falsity of those allegations and the perversity of the petitioner herein roping them all due to revengeful attitude against the respondent on account of her temperamental differences.

6. That, it is further respectfully submitted that, the nature of above allegations, as made by the applicant in her complaint qua dowry demand and the so called expenditure incurred by her family members during the matrimonial ceremonies are apparently not commensurate to her own status, as her father is simply a Government employee and her mother is a housewife, more particularly when she has three other younger sisters and one brother. This aspect also shows that the only purpose of the applicant is to harass and humiliate the respondent by filing multiple litigations, when in reality she does not need any maintenance, as her father is owning lot of properties and she herself is also earning Rs. 25,000/- from the profession of beauty parlor, besides getting rent @ Rs. 15,000/- per month from the flat no. XYZ, ABC Vihar, Delhi, which was purchased jointly by the respondent and the applicant, but in the name of the applicant, during their matrimonial life prior to separation, wherein respondent had contributed 60% of the consideration.

7. That, it is pertinent to mention here that, in her said complaint the applicant has stated that 1500 number of people (approx.) attended the marriage function (which is factually

incorrect), for which Rs.6,50,000/- were borne by her father for the entire expenses, which amount is highly improbable (being quite less) keeping in view the gathering. It is submitted that this itself reflects that the applicant has exaggerated the things to such an extent, so as to bring the household dispute, if any, within the four corners of an offence under the IPC, which is not made out on the facts of the present case. It is submitted that keeping in view the source of earning of applicant family (which is a government service only), the false allegations of dowry/expenses have been made, without any corroborative evidence to that effect. Therefore, this aspect also reflects the ulterior motive of the applicant in filing so many litigations deliberately.

8. That, the allegations of the adultery, as made against the respondent, are also on the face of it highly implausible, more particularly because of the fact that they are against the wife of respondent's own brother, since none of such kind of allegations have either been made by his brother and/or by any other family members including his parents. It is reiterated that such an allegation, if having any kind of truth in it, would offend even other family members of the respondent also and more particularly his that brother. However, since that allegation is nothing but figment of imagination/perversity on the part of the applicant there is no truth in it. This aspect further reflects ulterior motive of the wife in filing such kind of litigations against the respondent.

9. That, the other allegations in the said FIR, made against the respondent qua his not taking care of applicant (more particularly during her pregnancy) and even his own child (who happens to be first baby in his family), are apparently based on surmises and conjectures and have been made deliberately to prejudice the law enforcing authorities. Similarly, similar allegations made against the respondent and his other family members are not only false, but highly improbable and implausible, more particularly when all of those family members are living altogether separately and leading their own respective lives. It is also worth mentioning here that none of those family members have ever made any alleged demand of dowry from their respective in-laws, therefore, it cannot be said that they would do such kind of thing with the in-laws of the respondent. This aspect also substantiates the said contentions of the respondent.

10. That, the allegation of even watching of pornography by the respondent alongwith his about 4 years old child, as made in that FIR, is also highly improbable, which also shows as to how far the applicant is perverse in making allegations to such an extent. In respect of the allegation of abortion of the first child on account of negligence of the respondent and his family members, it is submitted that, the same are absolutely false and baseless, since the applicant is suffering from an ailment called *Thalassemia*, which she has inherited from her mother, which is a form of inherited autosomal recessive blood disorders characterized by abnormal formation of haemoglobin. The abnormal haemoglobin formed results in improper oxygen transport and destruction of red blood cells. It is submitted that the said abortion was result of that ailment, as informed to the respondent. In fact, it is respectfully submitted that, this ailment of the applicant was concealed by her parents at the time of her marriage from the respondent husband and his family, but as a loving husband this concealment was ignored and the same was never brought into their relationship of husband-wife. On the other hand, the applicant has made such frivolous allegations due to ulterior motives. In respect of other allegations, it is submitted that, the respondent craves leave to make the submissions during

the course of oral arguments, without burdening/ making bulky the present reply. It is respectfully submitted that these submissions clearly reflect as to how much the respondent loved the applicant and wanted to continue with the relationship, but it was wife, who, due to the reasons best known to her, is bent upon in breaking the same.

11. That, in fact, right from the beginning, whenever there was a quarrel between the husband and wife, on account of incompatibility on the part of applicant, she used to threaten that she would see that the husband and his other family members are behind the bars, which she has done by way of the getting registered the above mentioned FIR. Therefore, this approach of the applicant also does not entitle her the relief prayed in the present application.

Reply on merits

1&2. That the contents of paras 1&2 of the application need no comments.

3. That the contents of para 3 of the application are wrong and denied and what is stated above is reiterated. It is denied that there was any effort whatsoever on the part of the applicant in saving the matrimonial life. It is pertinent to mention here that after the marriage between the parties respondent got separated from his family and started living at DEF, Vihar, Delhi (where presently the respondent/husband is residing, while taking financial and other help from his mother, who is living altogether separately with her youngest son). However, at the instance of her family members, including her father and sisters, on account of her incompatible nature, she left the matrimonial home in April, 2014, basically on the ground that the husband is not earning as per her expectations. It is pertinent to mention here that for that very reason she made respondent husband to change even his profession of tuitions to property dealing. Not only this another bone of contention was that the husband was not ready to shift to the side/area of applicant's parental home, after procuring his share from his mother from the property. Therefore, it is denied that the respondent threw the applicant out of matrimonial home and that subjected her to any kind of harassment whatsoever.

4. That the contents of para 4 of the application are wrong and denied and what is stated above is reiterated. It is denied that the respondent ever backed out from his any kind of responsibility out of his limited resources. It is further denied that there was any question of the applicant requesting the respondent in this regard.

5. That the contents of para 5 of the application are wrong and denied and what is stated above is reiterated. It is denied that the application is not capable of sustaining herself on her own. In this regard the contents of above mentioned para no. 6 of preliminary objections are reiterated.

6. That the contents of para 6 of the application are wrong and denied and what is stated above is reiterated. It is denied that the respondent refused any kind of support to the applicant, however, due to his present pathetic situation, because of his traumatic mental state, deep depression and mental agony, on account of the conduct of applicant, the respondent is not in a position to sustain even himself. It is reiterated that even for his food and other day to day needs he has to look to his mother.

7. That the contents of para 7 of the application are wrong and denied and what is stated above is reiterated. It is denied that the applicant along with her son is living in misery. In this regard what is stated in para no. 6 of preliminary objections is reiterated

8 & 9. That the contents of paras 8&9 of the application are admitted to the extent they are matter of record, but rest of the contents are wrong and denied and what is stated above is reiterated.

10. That the contents of para 10 of the application are wrong and denied and what is stated above is reiterated. It is denied that the respondent is a man of means and that he has neglected his any kind duty and responsibility whatsoever. Rather, the facts are other way round. Due to her incompatible attitude and selfish nature (always thinking about her own comforts) she left the matrimonial home, which is further substantiated from the very fact that husband is till date ready for mediation but the wife, in connivance with her family members, more particularly her father, is not willing at all.

11. That the contents of para 11 of the application are wrong and denied and what is stated above is reiterated.

12. That the contents of para 12 of the application are wrong and denied and what is stated above is reiterated. It is denied that the husband owns the properties mentioned in this para. This fact may be verified even from the official records of the Govt.

13. That the contents of para 13 of the application are wrong and denied and what is stated above is reiterated. It is denied that the respondent is earning any rental income, more particularly, when he is not owning any property at all. Not only this, it is also denied that the respondent is engaged in the business of property dealing. In this regard what is stated in the opening paras of this reply is reiterated.

14. That the contents of para 14 of the application are wrong and denied and what is stated above is reiterated. It is denied that the respondent owns the properties mentioned in this para and/or that he is earning any rental income. This fact may also be verified even from the official records of the Govt.

15. That the contents of para 15 of the application are wrong and denied and what is stated above is reiterated. It is denied that the respondent is leading the lifestyle, as stated in this para. . It is denied that the respondent owns the properties mentioned in this para, including the car and the bike. This fact may also be verified even from the official records of the Govt. It is also denied that he visits any restaurant whatsoever.

16. That the contents of para 16 of the application are wrong and denied and what is stated above is reiterated. It is denied that the petitioner is having any chit fund whatsoever.

17. That the contents of para 17of the application are wrong and denied and what is stated above is reiterated. In fact contents of para 17 of the application show the perversity and sick attitude of the wife. It is denied that any criminal case whatsoever was registered against the respondent and/or his family members, as stated in this para. It is further denied that the respondent and his family members are attuned to the Court proceedings.

18&19. That the contents of paras 18&19 of the application are wrong and denied and what is stated above is reiterated. It is denied that the applicant is not able to maintain herself. It is further denied that the applicant is undergoing depression and/or mental agony. Rather the facts are other way round. The applicant is enjoying her life, having a kind of *Lakshya* (aim) in her life in the form of her son, whose love and affection the respondent has been denied, because of which he is under deep depression and in a traumatic state.

20. That the contents of para 20 of the application are wrong and denied and what is stated above is reiterated. It is reiterated that the respondent is not able to even sustain himself, because of the facts stated above.

21. That last para under the title 'PRAYER' is prayer clause, which is liable to be rejected/dismissed, in view of foregoing facts, with costs.

PRAYER

It is therefore respectfully submitted that the present application be dismissed with costs, in the inetersts of justice.

New Delhi

Through

Respondent

Advocate

REJOINDER TO THE REPLY TO THE APPLICATION UNDER SECTION 125 Cr.PC

IN THE COURT OF PRINCIPAL JUDGE, FAMILY COURT, DELHI.

IN RE :

Ms. X

APPLICANT

VS.

Mr. Y

RESPONDENT

REJOINDER TO THE REPLY FILED ON BEHALF OF THE RESPONDENT TO THE PETITION U/S 125 CR.P.C

MOST RESPECTFULLY SHOWETH :

REJOINDER TO THE PRELIMINARY OBJECTIONS:

1. That contents of para 1 of the preliminary objections are absolutely false and vehemently denied and what is stated in the application u/s 125 Cr.P.C is reiterated. It is submitted that despite the applicant being harassed for bringing insufficient dowry she did not opt for getting registered a case against her husband and his other family members for the offences punishable u/s 406 & 498A IPC with the intention of sorting out the matter peacefully and in fact persuaded this Hon'ble Court to direct the respondent to keep her (petitioner) in his matrimonial company, but instead of honouring the same he again kicked her out of the matrimonial home due to ulterior motives in connivance with other family members. Not only this even a divorce petition has been filed by the respondent against the petitioner.

2. That contents of para 2 of the preliminary objections are absolutely false and vehemently denied and what is stated in the application u/s 125 Cr.P.C is reiterated. It is reiterated that the respondent not only refused and neglected his marital obligations towards the applicant but has also withdrawn in connivance with his other family members from the society of his wife due to ulterior motives, since she failed to fulfill their expectations of bringing sufficient dowry.

3. That contents of para 3 of the preliminary objections are absolutely false and vehemently denied and what is stated in the application u/s 125 Cr.P.C is reiterated. the conduct of the respondent and his family members itself substantiates the allegations of the applicant which are denied by the respondent in his reply. It is submitted that it is not denied that the applicant is a well qualified person, however, by misrepresenting about the education of the respondent she was enticed to get married. However, despite that keeping in view the Hindu Culture the applicant

forgot the concealment and deception played against her at the instance of respondent and his family members. But when they found that their expectations of sufficient dowry are not being fulfilled they started harassing her in order to get rid off her. It is worth mentioning here that the matter was never brought to the notice of the police, however, when the directions of this Hon'ble Court to the respondent to resume the marital relationship were not complied with and in turn a divorce petition was filed by the husband, intentions of not keeping her were made crystal clear. In this scenario the applicant had no option but to bring it to the notice of police about the atrocities committed by the respondent and his family members.

4-5 That contents of paras 4 & 5 of the preliminary objections are absolutely false and vehemently denied and what is stated in the application u/s 125 Cr.P.C is reiterated. It is respectfully submitted that the kind of allegations made in these paras themselves reflect the false excuses being taken by the respondent, since they did not provide any kind of justification to the husband to leave the applicant and take divorce from her. It is vehemently denied that the applicant ever insisted the respondent to leave the job in Jaipur and to shift Delhi with the help and guidance of her father. Rather the facts are other way round. It is further denied that the applicant ever behaved like a schizophrenic person. Rather the husband never took care of the applicant and left her at the mercy of her parents at the time of delivery of the child and as such the expenditure for that was borne by them (applicant's parent).

6. That contents of para 6 of the preliminary objections are absolutely false and vehemently denied and what is stated in the application u/s 125 Cr.P.C is reiterated. It is vehemently denied that the fact that the respondent stayed at the parental house of the respondent for six months reflects his caring nature. In fact respondent was totally dependent upon applicant's family during that period, having no intention to stay at any other place in Delhi. In order to save his money the respondent stayed at the applicant's parents' house, who had no option but to accommodate him, he being their son in law. With regard to the statement, as made in the reply, to the effect that the respondent was forced to drink and smoke by applicant's elder brother, it is submitted that it is not only implausible, but also reflects the character of the husband and as such needs no comment except a denial on the face of human nature on this aspect of this matter.

7. That contents of para 7 of the preliminary objections are absolutely false and vehemently denied and what is stated in the application u/s 125 Cr.P.C is reiterated. It is needles to mention that facts qua harassment to the respondent, the way it is narrated in this para, are highly implausible and improbable hence need mere denial without any explanation.

8. That contents of para 8 of the preliminary objections are absolutely false and vehemently denied and what is stated in the application u/s 125 Cr.P.C is reiterated. The conduct of the respondent, despite the directions of this Hon'ble Court to resume the matrimonial relationship, itself belies the statements as made in this para. It is specifically denied that the respondent ever tried to contact the applicant, rather with the intention of leaving her he deserted her for all the time to come.

9. That contents of para 9 of the preliminary objections are absolutely false and vehemently denied and what is stated in the application u/s 125 Cr.P.C is reiterated. It is vehemently denied that either the applicant or her father ever told the respondent to come to Delhi and stay there. Rather family members of the applicant are strictly against in keeping the respondent as “ *Ghar Jamai*” ,since they believe in Hindu Culture, wherein the daughter looks goods at her matrimonial home only.

10. That contents of para 10 of the preliminary objections are absolutely false and vehemently denied and what is stated in the application u/s 125 Cr.P.C is reiterated. It is denied that the applicant is working as sales man anywhere and earning about Rs. 2,000/- per month. With regard to the neglect and refusal on the part of the respondent to maintain the applicant it is submitted that his conduct as narrated in the application and before this Hon’ble Court is self explanatory. With regard to the salary certificate of the respondent it is submitted that since the same has not been supplied to the applicant nothing can be said about that, but in this regard what is stated in the corresponding para of the application is reiterated.

REJOINDER TO REPLY ON MERITS

1-2. That the contents of paras 1 & 2 need no reply.

3. That the contents of para 3 of the reply on merits are wrong and denied and what is stated in the corresponding para of the application is reiterated. In any case acceptance of FD of Rs. 20,000/- in the name of the applicant is not denied by the respondent, though besides that they had taken the cash and jewellery also, regarding which even statement has been made by them before the “ Crime against Women Cell” .

4. That the contents of para 4 of the reply on merits are wrong and denied and what is stated in the corresponding para of the application is reiterated. Admission by the respondent of being only 10th passed clearly reflects that facts were misrepresented before the applicant and her family members before marriage. However despite all these concealments the petitioner wanted to continue with the relationship and did her best and a daughter was also born out of the said wedlock. But the respondent and his family members out of greed did not intend to keep the applicant any more when they found that their expectation of sufficient dowry would not be fulfilled.

5. That the contents of para 5 of the reply on merits are wrong and denied and what is stated in the corresponding para of the application and in the rejoinder to the preliminary objections is reiterated.

6. That the contents of para 6 of the reply on merits are wrong and denied and what is stated in the corresponding para of the application is reiterated. With regard to the denial by the respondent of the applicant finding it difficult to maintain herself and her daughter, it needs no reply in view of todays expensive world, more

particularly when child is too small. With regard to the contention of respondent's earning it is submitted that the applicant may be put to strict proof of the same. In any case it is submitted that it is shameful on the part of a father to take such kind of stance in order to avoid his liability to maintain his own child.

7. That the contents of para 7 of the reply on merits are wrong and denied and what is stated in the corresponding para of the application and rejoinder to the preliminary objections is reiterated. With regard to the denial of the fact on the part of applicant's father to reconcile the matter it is submitted that conduct of the respondent itself before this Hon'ble Court is self explanatory.

8. That the contents of para 7 of the reply on merits are wrong and denied and what is stated in the corresponding para of the application and rejoinder to the preliminary objections is reiterated. It is denied that the applicant no. 1 committed any kind of cruelty by not allowing the respondent to meet his daughter. Rather the things are other way round he always ignored her, which is also apparent from the present reply, wherein false and frivolous pleas are being taken to avoid the liability to maintain the daughter. Not only this there are other ways also to achieve the purpose of meeting the daughter, which the respondent has never followed.

9. That the contents of para 9 of the reply on merits are wrong and denied and what is stated in the corresponding para of the application and rejoinder to the preliminary objections is reiterated. It is specifically denied the said FDR of Rs. 20,000/- was encashed by the petitioner no. 1 and utilized by her. It is reiterated that the same was appropriated by the respondent and his parents.

10. That the contents of para 10 of the reply on merits are wrong and denied and what is stated in the corresponding para of the application and rejoinder to the preliminary objections is reiterated. The conduct of the respondent before this Hon'ble Court and his subsequent filing of divorce petition belies his stand that his ready and willing to welcome both the petitioners at his house in Jaipur.

11. That the contents of para 11 of the reply on merits are wrong and denied and what is stated in the corresponding para of the application and rejoinder to the preliminary objections is reiterated.

12. That the contents of para 12 of the reply on merits are wrong and denied and what is stated in the corresponding para of the application and rejoinder to the preliminary objections is reiterated. It is submitted that the respondent put to strict proof of the contents of this para of the reply, failing which appropriate action may kindly be taken against him.

13. That the contents of para 13 of the reply on merits are wrong and denied and what is stated in the corresponding para of the application and rejoinder to the preliminary objections is reiterated.

14. That the contents of para 14 of the reply on merits are wrong and denied and what is stated in the corresponding para of the application and rejoinder to the preliminary objections and in foregoing paras is reiterated.

15. That the contents of para 15 of the reply on merits are wrong and denied and what is stated in the corresponding para of the application and rejoinder to the preliminary objections and in foregoing paras is reiterated.

16. That the contents of para 16 of the reply on merits are wrong and denied and what is stated in the corresponding para of the application and rejoinder to the preliminary objections and in foregoing paras is reiterated.

The last para is a prayer, which in view of foregoing submissions is liable to be rejected and consequently what is stated in the prayer clause of the application is reiterated.

APPLICANT

THROUGH

COUNSEL

OTHER PLEADINGS
BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL FORUM
(DISTRICT _____)
CONSUMER COMPLAINT NO. _____ OF 2017

IN THE MATTER OF:-

D _____ S/o Shri _____ R/o _____

COMPLAINANT

VERSUS

1. District Manager, Telephones

_____ -

OPP. PARTY NO. 1

2. Sub-Divisional Officer Phones,

OPP. PARTY NO. 2

**COMPLAINT UNDER SECTION 12 OF THE CONSUMER
PROTECTION ACT, 1986**

MOST RESPECTFULLY SHOWETH:-

This complaint is present under Section 12 of the Consumer Protection Act, 1986 on the ground stated herein under:

1. That Complainat is a subscriber of telephone No. ____ prior to ____ number whereof was ____.

2. That his 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 _____. Nothing happened. 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 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 @12% 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 disputed for long 60 days merely due to the dereliction of duty and negligence of the opposite parties.

12. That for the purposes of Section 11 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 miserably 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 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

Complainant

Dated _____-

Note : An affidavit in support to be annexed

* * * * *

IN THE HIGH COURT OF DELHI AT NEW DELHI
CONTEMPT PETITION NO. _____ OF 2017
IN
CIVIL WRIT NO. _____ OF _____ 2003

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

RESPECTFULLY SHOWETH :

1. That the President Residents Welfare Association, _____ New Delhi filed Civil writ Petition No. 2420/2003 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.

1. That the Hon'ble court on 1.10.2003 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 10.1.2005 (the said order is Annexure A-2) the petition has not come up for hearing.

2. 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.

3. The respondent D.D.A. had been conducting demolition in the said area in December/1998 and January, 1999 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 3.12.98 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) 2420/2003 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.

4. 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 :

5. That it will not be out of place to mention that the respondent D.D.A. had earlier in the years 2001 and 2002 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 2420/2003 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 10.1.2003 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 Contemnors 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 2420/2003 (C.M. No. 3592/2003) 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 4.1.2003.

It is therefore most respectfully prayed that the Hon'ble Court may be pleased to initiate contempt proceedings against the above named contemnors. 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.

Dated _____

Petitioner
Through Advocate

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

**IN THE COURT OF CHIEF JUDICIAL MAGISTRATE/ CHIEF METROPOLITAN
MAGISTRATE**

COMPLAINT NO.OF 2017
U/S 12 OF DOMESTIC VIOLENCE ACT
P/S

IN THE MATTER OF :-

Smt. X W/o Late Sh. Y
Complainant R/o.....

Versus

Sh. Z S/o
Respondent R/o

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

Sir,

It is most respectfully submitted as under:-

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 15000 p.m.
 - b. School fees and related expenses – Rs 10000 p.m.

amounting to total of Rs 25,000 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*

WRITTEN ARGUMENTS IN THE EXTRADITION MATTER

IN THE COURT OF _____, ACMM, PATIALA HOUSE COURTS,
NEW DELHI

UNION OF INDIA

VS.

NEXT DATE OF HEARING – _____

WRITTEN ARGUMENTS

MOST RESPECTFULLY SHOWETH:

1. That in pursuance of order dated 22.04.2010 of Ministry of External Affairs above mentioned enquiry, in respect of request for Extradition by the Govt. of United States of America, has been initiated on the ground that the applicants are wanted in America for prosecution in respect of certain offences.

2. That it is a matter of record, which fact has also been taken note of by the Hon'ble Delhi Court in its judgment dated 21.12.2012, delivered in the matter pertaining to some legal issue involved in the matter, that the applicants are already facing trial in separate cases, registered against them, in India itself. The relevant paras no.5, 6 & 7 of the said judgment are reproduced in this regard as under:-

“5. At this juncture, it would be relevant to point out that earlier, on 19.04.2005, on the basis of information received from US Drug Enforcement Authority, joint raids were conducted by the Narcotics Control Bureau and cases were initiated against the petitioners and on the said date, the petitioners in WP (Crl) 1530 and 1531 were arrested. Three separate cases were registered against the petitioners. One case was registered in Delhi, another in Jaipur (Rajasthan) and the third one in Agra (U.P.). In Delhi, it was Case No.52/2005 under Sections 21, 22, 23 and 29 of the Narcotic Drugs and Psychotropic Substances Act, 1985 (hereinafter referred to as ‘the NDPS Act’). That case is pending before the learned Additional Sessions Judge, New Delhi. In that case, Mr X is the accused.

6. In Jaipur, Case No.34/2005 was registered under Sections 8(c), 22, 23 and 29 of the NDPS Act against X, Y and Z. In that case, the Sessions Court at Jaipur acquitted all the three accused by virtue of a judgment and / or order dated 28.08.2015 and consequently, the three accused were released from jail on 28.08.2015 after having spent more than four years in custody. The State, however, did not accept the decision of the Sessions Court and preferred an appeal before the High Court of Rajasthan, Jaipur Bench which is pending.

7. Insofar as the Agra case is concerned, it was registered as Case No.8/5/DZU/2005 under Sections 21, 22 and 23 of the NDPS Act in which Mr X is an accused. That case is still pending before the Sessions Court in Agra (U.P.). Mr A was also sought to be accused in the Agra case, but his remand was declined by the Sessions Court by an order dated 20.04.2005

and he was discharged on the ground of lack of evidence against him. As such, there is no case pending against A in India insofar as the aforesaid offences are concerned.”

It is respectfully submitted that it is a matter of record and admitted by the Union of India that the offences, for which the applicants are facing trial in this case, are different from the offences for which extradition is being sought by the USA Government in order to prosecute them there.

3. That in view of section 31(1) (d) of the Extradition Act, 1962 there is a restriction on extradition / returned of the alleged fugitive criminal to the foreign state / USA herein. The said provision of the Act is reproduced as under for ready reference:-

“(d) If he has been accused of some offence in India, not being the offence for which his surrender or return is sought, or is undergoing sentence under any conviction in India until after he has been discharged, whether by acquittal or on expiration of his sentence or otherwise;”

It is respectfully submitted that applicants have been acquitted in the aforementioned case registered in Jaipur and leave to appeal by the NCB is pending before the Rajasthan High Court. Other said case in Agra is still pending trial.

4. That, therefore, bar of section 31(1)(d) for extradition of the applicants is fully applicable in the present case.

5. That it is further respectfully submitted that the offences for which extradition of the applicants is being sought are not made out against them, since they have been falsely implicated in the matter. Moreover, they appear to be politically motivated, which fact the applicants would substantiate before this Hon'ble Court during the course of enquiry proceedings.

6. That the applicants are permanent residents of Rajasthan and as such there are no chances of their absconding or flee from justice, more particularly when they have roots in society and have other family members in this Country.

7. That it would not be out of context to mention here that the Hon'ble Delhi High Court had stayed their arrest during the pendency of the aforementioned Writ Petition, which liberty the applicants never misused. Therefore, this also shows that the applicants are not likely to abscond.

PRAYER:-

In view of foregoing, it is most respectfully prayed that extradition of the above named applicants by the requesting state may kindly be denied and the fugitives may kindly be discharged from the matter.

New Delhi

Dated:

Applicants
(X, Y and Z)

Through
Counsel

PART B : CONVEYANCING

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 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 great 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 by 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.

In India the forms of conveyancing are based on the present English forms. No legislation in India has ever been passed on the law of conveyancing. Conveyancing in India is not unknown as the word, '*Qabuliyatnama*', '*Jagirdar*', '*Muafidar*' and '*Charpatra*', etc., are occurring from ancient days in the Indian literatures. Thus, 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'.

The Position of Drafting in India

The condition of drafting of conveyancing in mofussil India is deplorable. It is 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 and it still continues on the same pattern and is satisfactory. But in the Mofussil Towns the task of drafting of conveyancing remained and continues to remain 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 muniment of record of title, 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 Greeting or 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 property in case of immovable properties. 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 incorporates the expressions of 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. Secondly, 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 interests 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 "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 which they evidence, 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, thus:

"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 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, etc. (hereinafter called 'the Vendor') of the one part and CD, etc., (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 etc., (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 requirement 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 purchaser 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 but there is no harm in continuing the established practice.

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 by 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 AFORESAID HERETO 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. Shop No.admeasuring.....
3. Shop No.admeasuring.....
4. Shop 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
2. Name and details of Witness 2

Sign

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 2004 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 Valalatnama 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 2004 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 to 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 FOR RS. 2,50,000/-

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 6.8.85 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 6.8.85.

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. 400/B/85 dated 13.12.85. Then the Vendor caused construction thereon of residential building on different floor levels.

AND WHEREAS the Vendor to sell and the Vendee has agreed to purchase part of Basement (760 Sq. ft. approx), one front Bed Room if 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. 2,50,000/- (Rupees two lacs and fifty thousand only) on the terms and conditions setforth 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. 2,00,000/0 (Rupees two lacs only) as part sale consideration, the receipt of which the Vendor hereby admit and acknowledge.
2. The balance amount of Rs. 50,000/- (Rupees fifty thousand only) has been paid by the Vendee to the Vendor by cheque No. 010806 dated 29.9.86 drawn on Central Bank of India, Kalkaji, New Delhi-110019.

3. That is view of the amount of sale consideration received as per para 1 above, 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 M-170, Greater Kailash Part-II, New Delhi 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 sing 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 in 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/does 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 alternations (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 protion/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 H. No. M-170, Greater Kailash-II, New Delhi 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. That 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. 1993 at a monthly, rent of Rs. 4000/- (Rs. Four thousand only) exclusive of Electricity, water charges, actual bills/ rental charges of Telephone/Fax whenever installed in the demises premises.
2. That the Lease will be for an initial period of 24 months with effect from 1st Sept. 1993, in case the Lease is reminded at the option of the Lessor and with an enhances increase of 10% of rent payable per annum immediately after expire of every 12 months period. The duration of Lease period 24 months is the essence of this agreement with the provision that both, the Lessor and the Lessee have the right to either terminate the Lease even before the expiry of the Lease period, by giving 3 months written notice. The Lease is therefore for a fixed period of 24 months w.e.f. 1st Sept. 1993 ending on 31st Aug. 1995

thereafter 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.

3. That on the date of execution of this Lease Deed the Lessee had paid a sum of Rs. 36000/- (Rs. Thirty Six Thousand only) 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 21% P.A. 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.
4. The Lessee covenants with Lessor as under :
- i) That the Lessee agrees to pay a monthly rent of Rs. 4000/- (Rs. Four thousand only) mentioned above on or before 7th day of every month.
 - ii) 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 on 1-9-93.
 - iii) That the Lease is for a period of 24 months only commencing from 1-9-93. 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 local 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 Lessor shall not interfere with the peaceful enjoyment of the property by the Lessee whether directly or indirectly.
- xi) That the Lessee shall keep the premises in good tenantable condition and shall not cause any loss/ damage to it, subject to normal wear and tear of the premises.
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 shall in the event of unfortunate and unseen demise or incapacitation of Lessor will for all purposes treat Mr. Paramjit Singh, Husband of Lessor as the rightful receipt of rents or any other dues payable by the Lessee as per the terms set forth above in this deed without any let or hinderances. The said Mr. Paramjit Singh will have the full authority to enforce any or all provisions contained in this agreement. He shall be my sole beneficiary and executor.
- xiii) 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.

5. 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) To observe and perform at all times during the continuance of their terms hereby created, all the terms and conditions contained in the Lease by virtue of which the Lessor is holding the said premises and to keep the Lessee indemnified against any breach or consequences thereof.
- iii) To pay discharge all rates and taxes whether Municipal or otherwise and to her assessments and outgoing which are payable in respect of Lessor 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.
- iv) To comply with, at his own cost, all requirements and regulations of the Municipals or other lawful authority concerning the demised premises to be observed by the owner/landlady.

- v) That the Lessee paying the Lease money hereby reserved and performing the several covenants conditions and agreements herein contained and on its part to be observed and performed, the Lessee shall peaceably hold and enjoy the demised premises together with the Lessor fixtures and fittings therein during the said terms without any interruption or disturbance from or by the Lessor or any person claiming through under or in trust for the Lessor.
6. 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 other 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 agreement, the matter will be referred to the Arbitrator apporved by common consent of both the parties and his decision will be binding on both 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) If the rents or other amounts due under the Lease deed or any part thereof shall remain unpaid for more than one month and if any covenant on the Lessee's part herein contained shall not be performed or observed by the Lessee and shall continue to do so for the period of 30 days after written notice by the Lessor thereof to the Lessee then and in any of the said cases it shall be lawful for the Lessor to reenter the demised premises or upon any part thereof in the name of the whole and the Lease shall thereupon be terminated, but without prejudice to any claim or action or remedy which either of the parties may have against the other as on that date in respect of any branch, non-performance or non-observance of the covenants or conditions herein contained.
 - vi) The Lease shall automatically come to an and determined on the expiry of the Lease period. Hence peaceful and vacant possession of the demised premises will be deemed to have been handed over by the Lessee to the Lessor.
 - vii) 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. 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 this 31st day of January 2017
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 Lease-deed dated 5.1.1988 purchased / taken on perpetual Leases from the President of India, a vacant residential plot bearing Municipal No. A-25 situated at Ashok vihar , Delhi

AND WHEREAS per the terms of the said perpetual Lease-deed, the Mortgagor is required to construct a residential building on the aforesaid vacant plot of land;

AND WHEREAS the Mortgagor is not possessed with the 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 lone of Rs.2,00,000/- (RUPEES Two lakhs only) 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. 2,00,000/- borrowed by the Mortgagor from the Mortgagee, the Mortgagor has agreed to execute this Mortgageed, 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.2,00,000/- to the Mortgagee on the basis of promissory note and receipt dated 1.6.1990 executed by him in favour of the Mortgagee.

2. The Mortgagor shall be lible to pay interest on the above stated principal sum of Rs. 2,00,000/- @Rs. 12/- per cent per annum form 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. 2,00,000/- and interest accruing thereupon.

3. The Mortgagor will pay to the Mortgagee the said sum of Rs. 2,00,00/- in equal monthly installment of Rs.2000/- per month on or before the 31st December, 2000 and in the meantime interest thereon or on such thereof as shall for the time being remain unpaid, at the rate of 12% percent per annum by half yearly payments on the 30th day of June and the 31st day of December 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 Municipal No. A-25, Ashok Vihar, Delhi.

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.

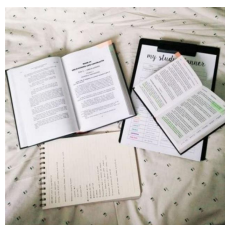
MORTGAGOR

MORTGAGEE

WITNESSES

- 1.
- 2.

* * * * *



Law College Notes & Stuffs

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP is executed at New Delhi on this 20th day of January, 2004

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. E-1 Ram Nagar, Delhi.

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 the this partnership business shall be M/s XYZ
2. The business of this partnership shall be considered to have commenced on 20th day of January, 2004
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. 15,000/- 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. 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.

7. Each of the partners shall be entitled to withdraw a sum of Rs. 2000/- every month which shall be adjustable in the final profit and loss account to be prepared every year.
8. The First Party shall also be entitled to withdraw a sum of Rs. 5000/- per month towards the rent he is paying to the Landlord in respect of the portion of property No.E-1 Ram Nagar, Delhi
9. The tenancy rights in respect of property No. . E-1 Ram Nagar, Delhi 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.
10. 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.
11. That the first accounting period of the partnership shall close on 31st March, 2005 and thereafter the financial year, shall run from 1st April every year to 31st March of the subsequent of the English calendar.
12. That the bank accounts of the partnership and / or its branches shall be operated under the signatures of any of the partners.
13. 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.
14. 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.
15. 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.
16. That in the event of any dispute arising between the partnership 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.
17. 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)

DEED OF DISSOLUTION OF PARTNERSHIP

THIS DEED OF DISSOLUTION is executed at Delhi on this 31st days of January, 2004

BETWEEN

A son of _____ resident of _____, hereinafter called 'THE FIRST PARTY', which expression shall, unless repugnant to the context or meaning hereof, mean and include his heirs, successors, executors and legal representatives.

AND

B son of _____ resident of _____, hereinafter called 'THE SECOND PARTY', which expression shall, unless repugnant to the context or meaning hereof, mean and include his heirs, successors, executors and legal representatives.

WHEREAS the parties have been carrying on business in partnership under the name and style of 'M/s ABC', from premises bearing No. . E-1 Ram Nagar, Delhi, on the basis of a partnership deed executed between them on 20th March, 2002;

AND WHEREAS it has been mutually decided by the parties hereto to dissolve this partnership and to reduce the terms of this dissolution into writing;

NOW, THEREFORE, THIS DOCUMENT WITNESSES AS UNDER:

1. That the partnership constituted by the parties hereto vide the partnership deed dated 20.3.2002 on the basis of which business under the name and style of 'M/s. ABC' was carried at premises No. . E-1 Ram Nagar, Delhi has been dissolved with effect from today i.e. 31.1.2004.
2. That all the accounts of the partnership have been agreed and understood by the parties and all trading results, profits and losses and personal debit and credit entries and balances, have been checked and accepted by them as per the account books.
3. That all records, account books, etc. of the dissolved partnership have been delivered to the First Party hereto, who shall be responsible to notify all concerned authorities about the fact of this dissolution and shall also be responsible to get the assessments, if any pending, completed.
4. That the First Party shall produce the account books of the partnership, whenever reasonably required by the Second Party, either before the assessment authorities or before any other authority.
5. That the partners shall be liable for their individual taxes. However, any taxes or payments raised against the dissolved partnership, shall be met by the individual parties, in accordance with his ratio of profits and losses in terms of the partnership deed.
6. That none of the parties shall be liable for any liability raised by the other in the name of the erstwhile partnership firm.

7. Without prejudice to any rights and remedies herein contained, each of the parties hereto hereby releases and discharges the other from all actions, proceedings, claims and demands on account of the said partnership.
8. That it is mutually agreed if any dispute arises between the parties in relation to present Dissolution Deed then the same shall be referred to the Sole Arbitrator to be appointed by continuing partner under the provisions of Arbitration and Conciliation Act, 1996, and place of arbitration shall be at New Delhi.

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)

HIRE-PURCHASE AGREEMENT

AN AGREEMENT made this 18th day of July one thousand Nine hundred and Eighty Eight BETWEEN AB etc. (hereinafter called 'The Owner' which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors administrators, legal representatives and assigns) of the One Part AND CD etc., (hereinafter called 'The Hirer' which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, legal representatives and assigns) of the Other Part.

WHEREAS it is agreed as follows:

(1) The owner will let and the hirer will take on hire the pump set fully described in the schedule hereto annexed for a term of.....months from the date hereof at a rent of Rs.....(.....only) to be paid by instalments in the manner hereinunder stated subject nevertheless the termination clause hereunder contained.

(2) The hirer has already paid to the owner the sum of Rs.....(Rupees.....only) being the first month's rent (the receipt of which sum the owner hereby acknowledges), and the hirer shall continue to pay as installment of such rent on theday of each succeeding month during the said term, the next payment to be made on the.....day of.....

(3) The hirer shall, until and unless all instalments or rents are paid keep and maintain the said pumping set in good order and condition and preserve it against loss or injury by theft etc. (reasonable wear and tear being expected), and make good all damages accidental or otherwise, and allow the owner, his agent or servants to inspect the same whenever demanded.

(4) In the event of the goods being damaged or destroyed beyond repairs or replacement or lost by fire, theft or in other cause, the hirer shall nevertheless remain liable for and pay the owner of the remaining installments due on the goods.

(5) The hirer shall not, without the owner's previous written consent, remove or permit removal of the said pump set from the above address of the hirer. The hirer shall not, until and unless he become the full owner, sell, assign, pledge or otherwise transfer the pump set or subject the pump set or hire suffer any decree or order of any Court whereby the pump set may be attached or charged or otherwise ceased or taken in execution nor commit any act or insolvency nor enter into any scheme or composition with his creditors.

(6) If the hirer fails and/or neglects to carry out any of the terms of this agreement the owner may without prejudice to his right to recover any areas of rent and damages for breach of this agreement terminate the hiring and retake possession of the said pump set, where the same shall be in the possession of the hirer or of any other person and for that purpose the hirer hereby gives the owner, his agents or servants all facilities to enter in or upon any premises occupied by the hirer, to search for, seize and retake possession of the said pump set without being liable in any way for any action for trespass or otherwise or at all.

(7) Notwithstanding anything herein before contained, the hirer may terminate this agreement at any time by surrender and return of the said pump set to the owner but nevertheless he shall remain liable for the balance of interest still to be paid.

(8) The hirer may, at any time during the time of hiring, become the absolute owner of the said pump set hereby hired by paying the owner all arrears or rent, if any, and all rents which would become due on this agreement during the said term without any discount or deduction or subject to a discount of Rs.....(Rupees.....only) on all payments anticipated.

(9) The hirer shall keep the aforesaid pump set insured against fire, theft, injury, accident in the name of the owner or in their joint names and regularly and punctually pay each premium as and when the same shall become due.

(10) Any time, concession or indulgence granted or shown on the part of the owner will not prejudice his rights under this agreement.

IN WITNESS WHEREOF the parties hereto put their signature in the deed.

Witness.....

Signature of the Owner

Witness.....

Signature of the Hirer

* * * * *

**DEED OF A FAMILY SETTLEMENT BETWEEN
RIVAL CLAIMANTS OF AN ESTATE**

THIS DEED OF FAMILY SETTLEMENT is made on the.....day
of.....Between AB, CD, EF and GH.

WHEREAS

Recitals

(1) XY, owner of the property mentioned in Schedules J, K, L, M and N dies on
the.....

(2) AB claims the whole of the said property as the adopted son of XY and the
other parties deny the alleged adoption;

(3) CD claims the whole property as the widow of XY and the other parties deny
that she is his widow and assert that she was XY's mistress;

(4) EF claims the whole property as the son of Z, a sister of Xy but the other
parties deny his claim, alleging that EF is not the son of Z but is the son of Z's husband
by another wife;

(5) GH claims the whole property as a collateral of XY;

(6) Each of the four parties has obtained possession of a small portion of the
estate of XY and has put in the an application for mutation of his name on the whole of
the estate;

(7) As the prosecution of the mutation cases and of the civil suits which will
necessarily follow, the final decision in the mutation cases will entail heavy expenditure
and is likely to ruin the parties, besides further accentuating the existing disharmony
among them, the parties on the advice of mutual friends and relations and after taking
competent legal advice to ensure amity and goodwill have agreed to settle the dispute
amicably by a family settlement in the following manner.

(8) All the conditions of the proposed family settlement have been fully explained
to CD by her counsel shri.....and CD has in consultation with
Shri.....fully examined and considered the same and has given her free consent
to them.

TERMS OF SETTLEMENT

Now this Deed Witness and the parties are as follows :

(1) AB, EF and GH shall be absolute owners of the properties mentioned in
Schedules J, K and L respectively;

(2) CD shall be owner of the property mentioned in Schedule M for life and shall
have no right to alienate except with the consent of AB, EF and GH or in the case of
death of either of them, with the consent of the survivor of survivors and of the heirs of
the deceased, and on the death of CD, the property shall devolve upon AB, EF and GH
or their respective heirs in equals shares;

(3) The property mentioned in Schedule N shall be set apart for the upkeep and other expenses of the temple of.....at.....which was built by XY deceased and shall remain in possession of GH in trust for this purpose. GH will apply the whole of the income of the property after deducting. Government revenue, cesses, taxes and expenses of collection, on the upkeep of the temple and other necessary expenses in connection with the temple. After the death of GH, his eldest male heir and after him his eldest male heir and so on shall be the trustee provided he is able and willing to act as such trustee.

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

Witness

(1)

(2)

Signature

* * * * *

RELINQUISHMENT DEED

THIS DEED OF RELINQUISHMENT is executed at Delhi on this 3rd day of July, 1990

BY

1. Smt. Avadh wife of Sh._____ daughter of late Sh. X, Resident of _____
2. Smt. Bala wife of Sh._____ daughter of late Sh. X, Resident of _____
3. Smt. Chand wife of Sh._____ daughter of late Sh. X, Resident of _____
4. Sh. Devi lal 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 25th April, 1990;

AND WHEREAS releasors No. 1 to 3 are the daughters of late Sh. X Releassor 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 ad the Releasee have set their respective hands to this deed of Relinquishment at Delhi on the date mentioned above.

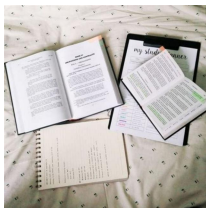
RELEASORS

RELEASEE

WITNESSES :

1. Mr. P son of _____
Resident of _____
2. Mr. Q son of _____
Resident of _____

* * * * *



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RELINQUISHMENT DEED

THIS DEED OF RELINQUISHMENT is executed at Delhi on this 3rd day of July, 1990

BY

Smt. Avadh wife of Sh. _____ daughter of late Sh. X, Resident of _____

Smt. Bala wife of Sh. _____ daughter of late Sh. X, Resident of _____

Smt. Chand wife of Sh. _____ daughter of late Sh. X, Resident of _____

Sh. Devi lal 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 25th April, 1990;

AND WHEREAS releasors No. 1 to 3 are the daughters of late Sh. X Releassor 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 IN WITNESS WHEREOF the Releasors ad the Releasee have set their respective hands to this deed of Relinquishment at Delhi on the date mentioned above.
5. the basis of this deed of Relinquishment.
6. That the original sale-deed and other relevant papers regarding the above mentioned property are with the Releasee.

RELEASORS

RELEASEE

WITNESSES :

3. Mr. P son of _____
Resident of _____
4. 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
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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.....2004.
4. On and from the 1st 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 faithfully

Advocate

**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
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REGD A/D / U.P.C.

Dated.....

To

The Secretary to the
Government of India
Education Department
Central Secretariat
New Delhi

Sub: NOTICE UNDER S. 80 OF THE CIVIL PROCEDURE CODE, 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 C.P.Code 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
of the Plaintiff | Sri.....son of.....by
occupation.....residing at..... |
| (2) Cause of Action | <p>(a) Sri.....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.....</p> <p>(b) Sir..... was charged falsely for an alleged theft in the office on.....and charge sheeted and ultimately dismissed from service with effect from.....</p> <p>(c) Cause of action for the suit arose on.....the date of dismissal.</p> |
| (3) Reliefs sought for | <p>(a) Reinstatement of Sri.....</p> <p>(b) Recovery of salary for the period of.....to.....</p> |

Yours faithfully

Advocate

NOTICE UNDER SECTION 138 OF THE NEGOTIABLE INSTRUMENTS ACT, 1881

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, Khanpur Branch, Khanpur Extn. New Delhi-110062 for a sum of Rs.2,45,700/-, 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 HDFC Bank Ltd., 28, Punjabi Bagh, New Delhi, 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 (as amended up to date).

Now through this legal notice I hereby call upon you addressee to make the payment of Rs.2,45,700/-, the amount of 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.

REPLY TO LEGAL NOTICE

Name of the Advocate
Advocate

..... Jangpura Extn.
New Delhi-110019
Ph.011- 2437XXXX

REGD A/D / U.P.C.

Dated:

To,
Sh.Advocate,
....., Delhi High Court,
New Delhi-110001

SUB: REPLY TO YOUR LEGAL NOTICE U/S 138 NEGOTIABLE INSTRUMENT ACT,
DATED.....

Dear Sir,

Your legal notice dated 09.06.2015 has been placed before me by my client Sh.at Connaught Place, New Delhi -110001 and I, the undersigned, have been instructed to reply to your said notice by my client on his behalf as under:

- A. That, at the outset you are being informed that the notice under reply, you have sent on behalf of your above said client, contains false and frivolous facts provided by your said client against my client, thereby your notice under reply deserves to be withdrawn, with unconditional apology by your client, because the claim made by you is without any basis and is based upon concocted facts, as no claim is made out against my client and in favour of your client.
- B. That, in fact, my client did not place any order for supply of any machines whatsoever, as alleged by you. But, with a view to dispose off your old stock of outdated machines, you requested my client to place them at his shop for sale. Keeping in view old relations my client agreed to your client's proposal, which was subject to the condition that payment would be made only after those machines were sold out. However, those machines were not only outdated, but were also mechanically faulty, because of which till date they are lying with my client, which your client is at liberty to take back with two days' prior notice. It is pertinent to mention here that the cheque in question was handed over by my client blank and the same was to be used only upon instructions of my client, after he could sold out your all those machines.
- C. That, however, your client has cheated my client by misusing that cheque which is not in the handwriting of my client. As a matter of fact, your client has committed

fraud in the matter and, consequently, is liable to be proceeded under the relevant provisions of law.

- D. That, therefore, it is denied that the cheque in question was issued by my client to your client in discharge of any liability. Rather, your client has misused that blank cheque with ulterior motives, after forging the same.

REPLY ON MERITS:

1. That the contents of para 1 of your legal notice are wrong and denied and whatsoever is stated above is reiterated. It is denied that my client purchased from you client any machines whatsoever. Rather, my client helped your client to keep your machines in his godown/shop for disposal. Therefore, it is denied that the cheque in question was issued in discharge of any liability towards my client, as alleged in this para.
2. That the contents of para 2 are denied for want of knowledge. However, it is reiterated that my client ever issued any cheque, in the manner as alleged by you.
3. That, in reply to para 3 of your legal notice, what is stated above is reiterated. It is submitted that your client was not entitled to use that cheque for encashment and deposit the same in his bank.
4. That the contents of para's 4 & 5 are denied for want of knowledge. However, it is reiterated that any cheque was issued in discharge of any liability towards my client to your client.
5. That the contents of para 6 need no comments. However, it is denied that my client committed any offence whatsoever.

In view of aforesaid facts and circumstances, you are being advised to further advise your client to withdraw the said notice under reply and further advise him not to drag my client in any frivolous litigation, failing which my client shall be constrained to contest the same, besides proceeding against your client under the relevant provisions of law, at the costs, risks and consequences of your client only.

Yours Sincerely,
Advocate

Copy kept in my office for future reference and use.

T H E E N D