

Code of Civil Procedure, 1908

Appendix A - Pleadings

APPENDIX A

PLEADINGS

(1) TITLES OF SUITS

in the court of.....

A.B. (add description and residence). Plaintiff,

against

C.D. (add description and residence) Defendant,

(2) description of parties in particular cases

1 [The Union of India or the State of....., as the case may be.]

The Advocate General of

The Collector of.....

The State of.....

The A. B. Company, Limited having its registered office at

A.B., a public officer of the C. D. Company.

A.B. (add description and residence), on behalf of himself and all other creditors of C.D., late of (add description and residence).....

A.B. (add description and residence), on behalf of himself and all other holders of debentures issued by the..... Company Limited.

The Official Receiver.....

A.B., a minor (add description and residence), by C.D. [or by the Court of Wards], his next friend. _____

A.B. (add description and residence), a person of unsound mind [or of weak mind], by C.D. his next friend.

A.B., a firm carrying on business in partnership at.....

A. (add description and residence)....., by his constituted attorney, C.D. (add description and residence).....

A.B. (add description and residence)....., Shebait of Thakur.

A.B. (add description and residence)....., executor of C.D., deceased.

A.B. (add description and residence)....., heir of C.D., deceased.

(3)plaints

No.1

moneylent

(Title)

A.B., the above-named plaintiff, states as follows:--

1. On the day of..... 19...../20....., he lent the defendant rupees repayable on the..... day of.....

2. The defendant has not paid the same, except rupees paid on the..... day of..... 19...../20....

[If the plaintiff claims exemption from any law of limitation, say:--]

3. The plaintiff was a minor [or insane] from the day of till the day of.....

4. [Facts showing when the cause of action arose and that the Court has jurisdiction.]

5. The value of the subject-matter of the suit for the purpose of jurisdiction is..... rupees and for the purpose of court-fees is..... rupees.

6. The plaintiff claims rupees, with interest at..... per cent, from the..... day of 19.../20.....

No.2

money overpaid

(Title)

A.B.,the above-named plaintiff, states as follows:--

1. On the day of 19/20..... the plaintiff agreed to buy and the defendant agreed tosell bars of silver at annasper tola of fine silver.
 2. The plaintiff procured the said bars to be assayed by E.F., who was paid by the defendant for such assay, and E.F. declared each of the bars to contain 1,500 tolas of fine silver, andthe plaintiff accordingly paid the defendant rupees.
 3. Each of the said bars contained only 1,200 tolas of fine silver, of which factthe plaintiff was ignorant when he made the payment.
 - 4.The defendant has not repaid the sum so overpaid.
- [Asin paras. 4and 5of Form No. 1,and relief claimed.]

No.3

GOODSSOLD AT A FIXED PRICE AND DELIVERED

(Title)

A.B.,the above-named plaintiff states as follows:--

- 1.On the.....dayof..... 19...../20.....,E. F.soldand delivered to the defendant[one hundred barrels of flour, or thegoods mentioned in the schedule hereto annexed, orsundry goods.]
2. The defendant promised to pay.....rupees for the said goods on delivery [or on the.....dayof.....someday before the plaint was filed].
3. He has not paid the same.
4. E. F. died on theday of.....19...../20.....By his last Will he appointed his brother, the plaintiff his executor.

[Asin paras. 4and 5 ofForm No. 1.]

7. The plaintiff as executor of E. F.claims [relief claimed].

No.4

GOODSSOLD AT A REASONABLEPRICE AND DELIVERED

(Title)

A.B.,the above-named plaintiff, states as follows:--

1. On theday of19...../20.....,plaintiff sold and delivered to the defendant [Sundryarticles of house-furniture], but no express agreement was made as to theprice.
2. The goods were reasonably worth.....rupees.
3. The defendant has not paid the money.

[Asin paras 4and 5 of Form No, 1, andrelief claimed.]

No.5

GOODSMADE AT DEFENDANT'S REQUEST, AND NOT ACCEPTED

(Title)

A.B.,the above-named plaintiff, states as follows:--

1. On theday of19...../20.....,E. F. agreed with the plaintiffthat the plaintiff should make for him [sixtables and fifty chairs] and that E.F. should pay for the goods on delivery.....rupees.
2. The plaintiff made the goods, and on theday of19...../20....., offered todeliver them to E. F., and hasever since been ready and willing so to do.
3. E. F. has not accepted thegoods or paid for them.

[Asin paras 4and 5of Form No. 1, and reliefclaimed.]

No.6

deficiencyupon a re-sale [goods sold at auction]

(Title)

A.B.,the above-named plaintiff, states as follows:--

1. On theday of19...../20.....,the plaintiff put up at auction sundry [goods],subjectto the condition that all goods not paid for and removed by the purchaser within[ten days] after the saleshould be re-sold by auction on his account, of which condition the defendanthad notice.
2. The defendant purchased [one crate ofcrockery] at the auction at the price ofrupees.
3. The plaintiff was ready and willing to deliver the goods to the defendant on thedate of the sale and for [ten days] after.
4. The defendant did not take away the goods purchased by him, nor pay for themwithin [ten days] after thesale, nor afterwards.
5. On theday of19.../20.....,the plaintiff re-sold the [crate ofcrockery], on account of the defendant, by public auction, forrupees.
6. The expenses attendant upon such re-sale amounted torupees.
7. The defendant has not paid the deficiency thus arising, amounting torupees.

[Asin paras 4and 5of Form No. 1, and reliefclaimed.]

No.7

servicesat a reasonable rate

(Title)

A.B.,the above-named plaintiff, states as follows:--

1. Between theday of19.../20.....,and theday of 19...../20....., at.....,plaintiff [executed sundry drawings,designs and diagrams] for the defendant, at his request; but no expressagreement was made as to the sum to be paid for such services.
2. The services were reasonably worthrupees.
3. The defendant has not paid the money.

[Asin paras4 and 5of Form No. 1, and reliefclaimed.]

No.8

services and materials at a reasonable cost

(Title)

A.B., the above-named plaintiff, states as follows:--

1. On theday of19...../20....., atthe plaintiff built a house [known as No....., in], and furnished the materials therefor, for the defendant, at his request, but no express agreement was made as to the amount to be paid or such work and materials.
2. The work done and materials supplied were reasonably worthrupees.
3. The defendant has not paid the money.

[As in paras 4 and 5 of Form No. 1, and relief claimed.]

No.9

use and occupation

(Title)

A.B., the above-named plaintiff, executor of the will of X.Y., deceased, states as follows:--

1. That the defendant occupied the [house No., Street], by permission of the said X.Y., from theday of19. /20....., until the day of19...../20....., and no agreement was made as to payment for the use of the said premises.
2. That the use of the said premises for the said period was reasonably worthrupees.
3. The defendant has not paid the money.

[As in paras 4 and 5 of Form No. 1.]

6. The plaintiff as executor of X. Y., claims [relief claimed.]

No.10

ONAN AWARD

(Title)

A.B., the above-named plaintiff, states as follows:--

1. On theday of19...../20....., the plaintiff and defendant, having a difference between them concerning [a demand of the plaintiff for the price of ten barrels of oil which the defendant refused to pay], agreed in writing to submit the difference to the arbitration of E. F. and G.H., and the original document is annexed hereto.
2. On theday of19...../20....., the arbitrators awarded that the defendant should [pay the plaintiffrupees].
3. The defendant has not paid the money.

[As in paras 4 and 5 of Form No. 1, and relief claimed.]

No.11

ONA FOREIGN JUDGMENT

(Title)

A.B.,the above-named plaintiff, states as follows:--

1. On theday of19...../20.....,atin the State [or Kingdom] oftheCourt of that State [or Kingdom,] in a suit therein pending between the plaintiff and the defendant, duly adjudged that the defendant should pay to the plaintiffrupees, with interest from the said date.

2. The defendant has not paid the money.

[Asin paras 4and 5of Form No. 1, and reliefclaimed.]

No.12

againstsurety for payment ofrent

(Title)

A.B;the above-named plaintiff, states as follows:--

1. On theday of19/20.....,E. F. hired from the plaintifffor the term of years, the [house No.,..... street],at the annual rent of.....rupees, payable [monthly].

2. The defendant agreed, in consideration of the letting of the premises to E.F. to gurantee the punctual payment of the rent.

3. The rent for the month of19...../20.....,amounting torupees, has notbeen paid.

[If,by the terms of the agreement, notice is required to be given to the surety,add:--]

4.On theday of19...../20.....,the plaintiff gave notice to the defendant of the non-payment of the rent, anddemanded payment thereof.

5. The defendant has not paid the same.

[Asin paras 4and 5of Form No. 1, and reliefclaimed.]

No.13

breachof agreement to purchase land

(Title)

A.B.,the above-named plaintiff, states as follows:--

1. On theday of.....19...../20.....,the plaintiff and defendant entered into an agreement, and the original documentis hereto annexed.

[Or,ontheday of19/20.....,the plaintiff and defendant mutually agreed that the plaintiff should sell tothe defendant and that the defendant should purchase from the plaintiff fortybighas of land in the village of.....for.....rupees.]

2. On theday of19...../20.....,the plaintiff, being then the absolute owner of the property [and the same beingfree from all incumbrances, as was made to appear to the defendant], tendered tothe defendant a sufficient instrument of transfer of the same [or,was ready and willing, and is still ready and willing, and offered, totransfer the same to the defendant by a sufficient instrument] on the payment bythe defendant of the sum agreed upon.

3. The defendant has not paid the money.

[Asin paras 4and 5of Form No. 1, and reliefclaimed.]

No.14

NOTDELIVERING GOODS SOLD

(Title)

A.B.,the above-named plaintiff, states as follows:--

1. On theday of19...../20.....,the plaintiff and defendant mutually agreed that the defendant should deliver[one hundred barrels of flour] to the plaintiff on theday of19...../20.....,and that the plaintiff should pay thereforrupees on delivery.

2. On the [said] day the plaintiff was ready and willing, and offered, to pay thedefendant the said sum upon delivery of the goods.

3. The defendant has not delivered the goods, and the plaintiff has been deprivedof the profits which would have accrued to him from such delivery.

(Asin paras 4and 5of Form No. 1, and reliefclaimed.)

No.15

wrongfuldismissal

(Title)

A.B.,the above-named plaintiff, states as follows:--

1. On theday of19...../20.....,the plaintiff and defendant mutually agreed that the plaintiff should serve thedefendant as [an accountant, or inthe capacity of foreman, or as thecase may be], and that the defendant should employ the plaintiff as suchfor the term of [one year] and pay him for his servicesrupees[monthly].

2. On theday of19...../20.....,the plaintiff entered upon the service of the defendant and has ever since been,and still, is ready and willing to continue in such service during the remainderof the said year whereof the defendant always has had notice.

3. On theday of19...../20.....,the defendant wrongfully discharged the plaintiff, and refused to permit him toserve as aforesaid, or to pay him for his services.

[Asin paras 4and 5 ofForm No. 1, and reliefclaimed.]

No.16

breachof contract to serve

(Title)

A.B.,the above-named plaintiff, states as follows:--

1. On theday of19...../20.....,the plaintiff and defendant mutually agreed that the plaintiff should employ thedefendant at an [annual] salary ofrupees, and that the defendant should serve the plaintiff as [an artist] for theterm of [one year].

2. The plaintiff has always been ready and willing to perform his part of theagreement [and on the day.....of19...../20.....,offered so to do].

3. The defendant (entered upon) the service of the plaintiff on the above-mentioned day, but afterwards, on theday of19...../20.....,he refused to serve the plaintiff as aforesaid.

[Asin paras 4and 5of Form No. 1, and reliefclaimed.]

No.17

againsta builder for defective workmanship

(Title)

A.B.,the above-named plaintiff, states as follows:--

1. On theday of19...../20.....,the plaintiff and defendant entered into an agreement, and the original documentis hereto annexed. [Or state the tenorof the contract.]

[2.The plaintiff duly performed all the conditions of the agreement on hispart.]

3. The defendant [built the house referred to in the agreement in a bad andunworkman like manner].

[Asin paras 4and 5of Form No. 1,and relief claimed.]

No.18

ONA BONDFOR THE FIDELITY OF A CLERK

(Title)

A.B.,the above-named plaintiff, states as follows:--

1. On theday of19...../20.....,the plaintiff took E. F. intohis employment as a clerk.

2. In consideration thereof, on theday of19...../20.....,the defendant agreed with the plaintiff that if E.F., should not faithfully perform his duties as a clerk to the plaintiff,or should fail to account to the plaintiff for all moneys, evidence of debt orother property received by him for the use of the plaintiff, the defendant wouldpay to the plaintiff whatever loss he might sustain by reason thereof, notexceedingrupees.

[Or,2.In consideration thereof, the defendant by his bond of the same datebound himself to pay the plaintiff the penal sum ofrupees, subject to the condition that if E.F., should faithfully perform his duties as clerk and cashier to theplaintiff and should justly account to the plaintiff for all monies, evidencesof debt or other property which should be at any time held by him in trust forthe plaintiff, the bond should be void.]

[Or,2.In consideration thereof, on the same date the defendant executed a bondin favour of the plaintiff, and the original document is hereto annexed.]

3. Between theday of19...../20.....,and theday of 19...../20.....,E. F. received money and otherproperty, amounting to value ofrupees,for the use of the plaintiff, for which sum he has not accounted to him, and thesame still remains due and unpaid.

[Asin paras 4and 5 ofForm No. 1, and reliefclaimed.]

No.19

BYTENANT AGAINST LANDLORD, WITH SPECIAL DAMAGE

(Title)

A.B.,the above-named plaintiff, states as follows:--

1. On theday of19...../20.....,the defendant, by a registered instrument, let to the plaintiff [the house No.....,.....Street] for the term ofyears, contracting with the plaintiff, that he, the plaintiff, and his legalrepresentatives should quietly enjoy possession thereof for the said term.
2. All conditions were fulfilled and all things happened necessary to entitle theplaintiff to maintain this suit.
3. On the.....day of19...../20.....,during the said term, E. F. whowas the lawful owner of the said house, lawfully evicted the plaintiff therefrom,and still withholds the possession thereof from him.
4. The plaintiff was thereby [prevented from continuing the business of a tailor atthe said place, was compelled to expendrupees in moving, and lost the custom of G.H. and I. J., by such removal].

[Asin paras 4and 5 of Form No. 1,and relief claimed.]

No.20

ONAN AGREEMENT OF INDEMNITY

(Title)

A.B.,the above-named plaintiff, states as follows:--

1. On theday of19...../20.....,the plaintiff and defendant, being partners in trade under the style of A.B. and C. D., dissolvedthe partnership, and mutually agreed that the defendant should take and keep allthe partnership property, pay all debts of the firm and indemnify the plaintiffagainst all claims that might be made upon him on account of any indebtedness ofthe firm.
2. The plaintiff duly performed all the conditions of the agreement on his part.
3. On theday of19...../20.....,[a judgment was recovered against the plaintiff and defendant by E. F.,in the High Court of Judicature at.....upon a debt due from the firm to E.F., and on the day of.....19...../20.....,]the plaintiff paidrupees[in satisfaction of the same].
4. The defendant has not paid the same to the plaintiff.

[Asin paras 4and 5of Form No. 1, and reliefclaimed.]

No.21

procuringproperty by fraud

(Title)

A.B.,the-above-named plaintiff, states as follows:--

1. On theday of19...../20.....,the defendant, for the purpose of inducing the plaintiff to sell him certaingoods, represented to the plaintiff that [he, the defendant, was solvent, andworthrupees over all his liabilities].
2. The plaintiff was thereby induced to sell [and deliver] to the defendant, [drygoods] of the value of.....rupees.
3. The said representations were false [orstate the particulars falsehoods] and were then known by the defendant tobe so.

4. The defendant has not paid for the goods, [or,if the goods were not delivered.] The plaintiff, in and shipping the goods and procuring their restoration, expendedrupees.

[Asin paras 4 and 5 of Form No. 1, and relief claimed.]

No.22

fraudulently procuring credit to be given to another person

(Title)

A.B., the above-named plaintiff, states as follows:--

1. On theday of19...../20....., the defendant represented to the plaintiff that E.F., was solvent and in good credit, and worthrupees over all his liabilities [or that E.F., then held a responsible situation and was in good circumstances, and might safely be trusted with goods on credit].
2. The plaintiff was thereby induced to sell to E.F. (rice) of the value ofrupees [on..... months credit].
3. The said representations were false and were then known by the defendant to be so, and were made by him with intent to deceive and defraud the plaintiff [or to deceive and injure the plaintiff].
4. E. F. [did not pay for the said goods at the expiration of the credit aforesaid, or] has not paid for the said rice, and the plaintiff has wholly lost the same.

[Asin paras 4 and 5 of Form No. 1, and relief claimed.]

No.23

polluting the water under the plaintiff's land

(Title)

A.B., the above-named plaintiff, states as follows:--

1. The plaintiff is, and at all the times hereinafter mentioned was, possessed of certain land called and situate in and of a well therein, and of water in the well, and was entitled to the use and benefit of the well and of the water therein, and to have certain springs and streams of water which flowed and ran into the well to supply the same to flow or run without being fouled or polluted.
2. On the day of 19...../20....., the defendant wrongfully fouled and polluted the well and the water therein and the springs and streams of water which flowed into the well.
3. In consequence the water in the well became impure and unfit for domestic and other necessary purposes, and the plaintiff and his family are deprived of the use and benefit of the well and water.

[Asin paras 4 and 5 of Form No. 1, and relief claimed]

No.24

carrying on a noxious manufacture

(Title)

A.B., the above-named plaintiff, states as follows:--

1. The plaintiff is, and at all the times hereinafter mentioned was, possessed of certain lands called, situate in

2. Ever since the day of 19...../20....., the defendant has wrongfully caused to issue from certain smelting works carried on by the defendant large quantities of offensive and unwholesome smoke and other vapours and noxious matter, which spread themselves over and upon the said lands, and corrupted their, and settled on the surface of the lands.

3. Thereby the trees, hedges, herbage and crops of the plaintiff growing on the lands were damaged and deteriorated in value, and the cattle and lives of the plaintiff on the lands became unhealthy, and many of them were poisoned and died.

4. The plaintiff was unable to graze the lands with cattle and sheep as he otherwise might have done, and was obliged to remove his cattle, sheep and farming stock therefrom, and has been prevented from having so beneficial and healthy a use and occupation of the lands as he otherwise would have had.

[As in paras 4 and 5 of Form No. 1, and relief claimed.]

No.25

obstructing a right of way

(Title)

A.B., the above-named plaintiff, states as follows:--

1. The plaintiff is, and at all the time hereinafter mentioned was, possessed of [a house in the village of].

2. He was entitled to a right of way from the [house] over a certain field to a public highway and back again from the highway over the field to the house, for himself and his servants [with vehicles, or on foot] at all times of the year.

3. On the day of 19...../20....., the defendant wrongfully obstructed the said way, so that the plaintiff could not pass [with vehicles, or on foot, or in any manner] along the way [and has ever since wrongfully obstructed the same].

4. [State special damage, if any.]

[As in paras 4 and 5 of Form No. 1, and relief claimed.]

No.26

obstructing a Highway

(Title)

1. The defendant wrongfully dug a trench and heaped up earth and stones in the public highway leading from to so as to obstruct it.

2. Thereby the plaintiff, while lawfully passing along the said highway, fell over the said earth and stones [or into the said trench] and broke his arm, and suffered great pain, and was prevented from attending to his business for a long time, and incurred expense for medical attendance.

[As in paras 4 and 5 of Form No. 1, and relief claimed.]

No.27

diverting a water-course

(Title)

A.B., the above-named plaintiff, states as follows:--

1. The plaintiff, is and at the time hereinafter mentioned was, possessed of a mill situated on a [stream] known as the, in the village of, district of.....
2. By reason of such possession the plaintiff was entitled to the flow of the stream for working the mill.
3. On the day of 19...../20....., the defendant, by cutting the bank of the stream, wrongfully diverted the water thereof, so that less water ran into the plaintiff's mill.
4. By reason thereof the plaintiff has been unable to grind more than sacks per day, whereas, before the said diversion of water, he was able to grindsacks per day.

[Asin paras 4 and 5 of Form No. 1, and relief claimed.]

No.28

OBSTRUCTING A RIGHT TO USE WATER FOR IRRIGATION

(Title)

A.B., the above-named plaintiff, states as follows:--

1. Plaintiff is, and was at the time hereinafter mentioned, possessed of certain lands situate, etc., and entitled to take and use a portion of the water of a certain stream for irrigating the said lands.
2. On the day of 19...../20....., the defendant prevented the plaintiff from taking and using the said portion of the said water as aforesaid, by wrongfully obstructing and diverting the said stream.

[Asin paras 4 and 5 of Form No. 1, and relief claimed.]

No.29

injuries caused by negligence on a railroad

(Title)

AB., the above-named plaintiff, states as follows:--

1. On the day of 19...../20....., the defendants were common carriers of passengers by railway between..... and
2. On the day the plaintiff was a passenger in one of the carriages of the defendants on the said railway.
3. While he was such passenger, at..... [or near the station ofor.....between the stations of.....and.....], a collision occurred on the said railway caused by the negligence and unskillfulness of the defendants' servants, whereby the plaintiff was much injured [having his leg broken, his head cut, etc., and state the special damage, if any, as], and incurred expense for medical attendance and is permanently disabled from carrying on his former business as [a salesman].

[Asin paras 4 and 5 of Form No. I and relief claimed.]

[Or thus:--2. On that day the defendants by their servants so negligently and unskillfully drove and managed an engine and a train of carriage attached thereto upon and along the defendant's railway which the plaintiff was then lawfully crossing, that the said engine and train were driven and struck against the plaintiff, whereby, etc., as in para. 3.]

No.30

injuries caused by negligent driving

(Title)

A.B.,theabove-named plaintiff, states as follows:--

1. The plaintiff is a shoemaker, carrying on business at The defendant isamerchantof.....
- 2.On thedayof 19...../20.....,the plaintiff was walking southward along Chowringhee, in the City of Calcutta,at about 3o'clock in the afternoon. He was obliged to cross Middleton Street, which is astreet running into Chowringhee at right angles. While he was crossing thisstreet, and just before he could reach the foot pavement on the further sidethereof, a carriage of the defendant's, drawn by two horses under the chargesand control of the defendant's servants, was negligently, suddenly and withoutany warning turned at a rapid and dangerous pace out of Middleton Street intoChowringhee. The pole of the carriage struck the plaintiff and knockedhimdown, and he was much trampled by the horses.
- 3.Bythe blow and fall and trampling the plaintiff's left arm was broken and he wasbruised and injured on the side and back, as well as internally, and inconsequence thereof the plaintiff was for four months ill and in suffering, andunable to attend tohisbusiness, and incurred heavymedicaland other expenses, and sustained great loss of business and profits.

[Asin paras 4 and 5 ofForm No. 1, and relief claimed.]

No.31

FORMALICIOUS PROSECUTION

(Title)

A.B.,theabove-named plaintiff, states as follows:--

- 1.On thedayof 19...../20.....,the defendant obtained a warrant of arrest from [a Magistrate of the saidcity, or as the case may be] ona charge ofandthe plaintiff was arrested thereon, and imprisoned for [days, orhours,and gave bail in the sum ofrupeesto obtainhisrelease].
2. In so doing the defendant acted maliciously and without reasonable or probablecause.
3. On the..... day of 19...../20....., the Magistrate dismissed the complaint of thedefendant and acquitted the plaintiff.
4. Many persons, whose names are unknown to the plaintiff, hearing of the arrest,and supposing the plaintiff to be a criminal, have ceased to do business withhim; or in consequence of thesaid arrest, the plaintiff lost his situation as clerk to one E.F., or in consequence the plaintiff suffered pain of body and mind, andwas prevented from transacting his business, and was injured in his credit, andincurred expense in obtaining his release from the said imprisonment and indefending himself against the said complaint.

[Asin paras 4 and 5of Form No. 1, and reliefclaimed.]

No.32

MOVABLESWRONGFULLY DETAINED

(Title)

A.B.,the above-named plaintiff, states as follows:--

1. On the day of 19...../20....., plaintiff owned [orstate facts showing a right to the possession] the goods mentioned in theschedule hereto annexed [or describethe goods,] the estimated value of which is..... rupees.
2. From that day until the commencement of this suit the defendant has detained thesame from the plaintiff.

3. Before the commencement of the suit, to wit, on the day of19...../20.....,the plaintiff demanded the same from the defendant, but he refused to deliverthem.

[As in paras 4 and 5of Form No. 1]

6.The plaintiff claims--

- (1)delivery of the said goods, or..... rupees, in case delivery cannot be had;
- (2)..... rupees compensation for the detention thereof.

TheSchedule

No.33

againsta fraudulent purchaser and HIstransferee with notice

(Title)

A.B.,the above-named plaintiff, states as follows:--

1. On the day of 19...../20....., the defendant C.D., for the purpose of nducing the plaintiff to sell him certain goods,represented to the plaintiff [he was solvent, and worth rupees over allhis liabilities].
2. The plaintiff was thereby induced to sell and deliver to C.D. [one hundred boxes of tea], the estimated value of which isrupees.
3. The said representations were false, and were then known by C.D., to be so [or at the time of making the said representation, C. D.was insolvent, and knew himself to be so].
4. C. D. afterwards transferredthe said goods to the defendant E. F.without consideration [or whohad notice of the falsity of the representation].

[Asin paras 4 and 5of Form No. 1.]

7. The plaintiff claims--

- (1)delivery of the said goods, or..... rupees, in case delivery cannot be had;
- (2)..... rupees compensation for the detention thereof.

No.34

rescissionof a contract on the ground of mistake

(Title)

A.B.,the above-named plaintiff, states as follows:--

1. On the day of 19...../20....., the defendant represented to the plaintiffthat a certain piece of ground belonging to the defendant, situated atcontained [ten bighas].
2. The plaintiff was thereby induced to purchase the same at the price ofrupees in the belief that the said representation was true, and signed anagreement, of which the original is hereto annexed. But the land has not beentransferred to him.
3. On the day of 19...../20....., the plaintiff paid the defendant rupeesas part of the purchase-money.
4. That the said piece of ground contained in fact only [five bighas].

[Asin paras 4 and 5 ofForm No. 1.]

7. The plaintiff claims--

(1)..... rupees, with interest from the day of 19...../20.....,

(2)that the said agreement be delivered up and cancelled.

No.35

AN INJUNCTION RESTRAINING WASTE

(Title)

A.B.,the above-named plaintiff, states as follows:--

1. The plaintiff's is the absolute owner of [describethe property].

2.The defendant is in possession of the same under a lease from the plaintiff.

3. The defendant has [cut down a number of valuable trees, and threatens to cutdown many more for the purpose of sale] without the consent of the plaintiff.

[Asin paras 4 and 5of Form No. 1.]

6. The plaintiff claims that the defendant be restrained by injunction fromcommitting or permitting any further waste on the said premises.

[Pecuniarycompensation may also be claimed.]

No.36

injunctionrestraining nuisance

(Title)

A.B.,the above-named plaintiff, states as follows:--

1. Plaintiff is, and at all the times hereinafter mentioned was, the absolute ownerof [the House No Street, Calcutta].

2. The defendant is, and at all the said times was, the absolute owner of [a plotof ground in the same street].

3.On thedayof 19...../20.....,the defendant erected upon hissaid plot a slaughter-house, and still maintains the same; and from that day until thepresent time has continually caused cattle to be brought and killed there [andhas caused the blood and offal to be thrown into the street opposite the saidhouse of the plaintiff].

[4.In consequence the plaintiff has been compelled to abandon the said house, andhas been unable to rent the same.]

[Asin paras 4and 5of Form No. 1.]

7. The plaintiff claims that the defendant be restrained by injunction fromcommitting or permitting any further nuisance.

No.37

publicnuisance

(Title)

A.B.,the above-named plaintiff, states as follows:--

1. The defendant has wrongly heaped up earth and stones on a public road known as..... Street at so as to obstruct the passage of the public along the same and threatens and intends, unless restrained from so doing, to continue and repeat the said wrongful act.

2 [3 2. The plaintiff has obtained the leave of the Court for the institution of this suit.]

[Asin paras 4 and 5 of Form No. 1.]

5. The plaintiff claims--

(1) a declaration that the defendant is not entitled to obstruct the passage of the public along the said public road;

(2) an injunction restraining the defendant from obstructing the passage of the public along the said public road and directing the defendant to remove the earth and stones wrongfully heaped up as aforesaid.

No.38

injunction against the diversion of a water-course

(Title)

AB., the above-named plaintiff, states as follows:--

[Asin Form No. 27.]

The plaintiff claims that the defendant be restrained by injunction from diverting the water as aforesaid.

No.39

RESTORATION OF MOVABLE PROPERTY THREATENED WITH DESTRUCTION, AND FOR AN INJUNCTION

(Title)

A.B., the above-named plaintiff, states as follows:--

1. Plaintiff is, and at all times hereinafter mentioned was, the owner of [a portrait of his grandfather which was executed by an eminent painter], and of which no duplicate exists [or states any facts showing that the property is of a kind that cannot be replaced by money].

2. On the day of 19...../20....., he deposited the same for safe-keeping with the defendant.

3. On the day of 19...../20....., he demanded the same from the defendant and offered to pay all reasonable charges for the storage of the same.

4. The defendant refuses to deliver the same to the plaintiff and threatens to conceal, dispose of, cut or injure the same if required to deliver it up.

5. No pecuniary compensation would be an adequate compensation to the plaintiff for the loss of the [painting];

[Asin paras 4 and 5 of Form No. 1.]

8. The plaintiff claims--

(1) that the defendant be restrained by injunction from disposing of, injuring or concealing the said [painting];

(2) That he be compelled to deliver the same to the plaintiff.

No.40

Interpleader

(Title)

A.B.,the above-named plaintiff, states as follows:--

1. Before the date of the claims hereinafter mentioned G.H. deposited with the plaintiff [describethe property] for[safe-keeping].
2. The defendant C. D, claims thesame [under an alleged assignment thereof to him from G. H.].
3. The defendant E. F. also claimsthe same [under an order of G. H.transferring the same to him.)
4. The plaintiff is ignorant of the respective rights of the defendants.
5. He has no claim upon the said property other than for charges and costs, and isready and willing to deliver it to such persons as the Court shall direct.
6. The suit is not brought by collusion with either of the defendants.

[Asin paras 4 and 5of Form No. 1.]

9. The plaintiff claims--

- (1)that the defendants be restrained, by injunction, from taking any proceedingsagainst the plaintiff in relation thereto;
- (2)that they be required to interplead together concerning their claims to the saidproperty;
- (3)that some person be authorised to receive the said property pending suchlitigation;
- (4)that upon delivering the same to such [person] the plaintiff be discharged fromall liability to either of the defendants in relation thereto.

No.41

administrationby creditor on behalf of HImselfand all other CREDITORS

(Title)

A.B.,The above-named plaintiff, states as follows:--

1. E. F., late of, was at thetime of his death, and his estate still is, indebted to the plaintiff in the sumof [here insert nature of debtand security, if any].
2. E. F. died on or about the..... day of By his last will, dated the day of he appointed C.D. his executor [or devisedhis estate in trust, etc., or diedintestate, as the case may be.]
3. The will was proved by C. D. [orletters of administration were granted, etc.].
- 4.The defendant has possessed himself of his movable [and immovable, orthe proceeds of the immovable] property of E.F., and has not paid the plaintiff his debt.

[Asin paras 4 and 5of Form No. 1.].

7. The plaintiff claims that an account may be taken of the movable [and immovable]property of E. F., deceased,and that the same may be administered under the decree of the Court.

No.42

administrationby specific legatee

(Title)

[AlterForm No. 41 thus]

[Omit paragraph 1 and commence paragraph 2] E. F., late of died on or about the day of By his last will, dated the day of he appointed C. D. his executor, and bequeathed to the plaintiff [here state the specific legacy.]

For paragraph 4 substitute--

The defendant is in possession of the movable property of E.F., and, amongst other things, of the said [here name the subject of the specific bequest].

For the commencement of paragraph 7 substitute--

The plaintiff claims that the defendant may be ordered to deliver to him the said [here name the subject of the specific bequest], or that, etc.

No.43

administration by pecuniary legatee

(Title)

[AlterForm No. 41 thus]

[Omit paragraph 1 and substitute for paragraph 2] E. F., late of died on or about the day of By his last will, dated the day of he appointed C. D. his executor, and bequeathed to the plaintiff a legacy of rupees.

In paragraph 4 substitute "legacy" for "debt",

Another form

(Title)

E.F., the above-named plaintiff, states as follows:--

1. A. B. of K. in the died on the day of By his last will, dated the day of he appointed the defendant and M.N. [who died in the testator's lifetime] his executors, and bequeathed his property, whether movable or immovable, to his executors in trust, to pay the rents and income thereof to the plaintiff for his life; and after his decease, and in default of his having a son who should attain twenty-one, or a daughter who should attain that age or marry, upon trust as to his immovable property for the person who would be the testator's heir-at-law, and as to his movable property for the persons who would be the testator's next-of-kin if he had died intestate at the time of the death of the plaintiff, and such failure of his issue as aforesaid.
2. The will was proved by the defendant on the day of The plaintiff has not been married.
3. The testator was at his death entitled to movable and immovable property; the defendant entered into the receipt of the rents of the immovable property and got in the movable property; he has sold some part of the immovable property.

[As in paras 4 and 5 of Form No. 1.]

6. The plaintiff claims--

- (1) to have the movable and immovable property of A.B., administered in this Court, and for that purpose to have all proper directions given and account taken;
- (2) such further or other relief as the nature of the case may require.

No.44

execution of trusts

(Title)

A.B., the above-named plaintiff, states as follows:--

1. He is one of the trustees under an instrument of settlement bearing date, on or about the day of made upon the marriage of E.F. and G. H., the father and mother of the defendant [or an instrument of transfer of the estate and effects of E.F. for the benefit of C. D., the defendant, and the other creditors of E.F.].

2. A. B. has taken upon himself the burden of the said trust, and is in possession of [or of the proceeds of] and the movable and immovable properly transferred by the said instrument.

3. C. D. claims to be entitled to a beneficial interest under the instrument.

[As in paras 4 and 5 of Form No. 1.]

6. The plaintiff is desirous to account for all the rents and profits of the said immovable property [and the proceeds of the sale of the said, or of the part of the said, immovable property, or movable, or the proceeds of the sale of, or of part of, the said movable property, or the profits accruing to the plaintiff as such trustee in the execution of the said trust]; and he prays that the Court will take the accounts of the said trust, and also that the whole of the said trust estate may be administered in the Court for the benefit of C. D., the defendant, and all other persons who may be interested in such administration, in the presence of C. D. and such other persons so interested as the Court may direct, or that C.D. may show good cause to the contrary.

[N.B.--Where the suit is by a beneficiary, the plaint may be modelled mutatis mutandis on the plaint by a legatee.]

No.45

foreclosure or sale

(Title)

A.B., the above-named plaintiff, states as follows:--

1. The plaintiff is mortgagee of lands belonging to the defendant.

2. The following are the particulars of the mortgage:--

(a) (date);

(b) (names of mortgagor and mortgagee);

(c) (sum secured);

(d) (rate of interest);

(e) (property subject to mortgage);

(f) (amount now due);

(g) (if the plaintiff's title is derivative, state shortly the transfers or devolution under which he claims).

(If the plaintiff is mortgagee in possession, add)

3. The plaintiff took possession of the mortgaged property on the day of and is ready to account as mortgagee in possession from that time.

[As in paras 4 and 5 of Form No. 1.]

6. The plaintiff claims--

(1) payment, or in default [sale or] foreclosure [land possession];

[Where Order XXXIV, rule 6, applies.]

(2) in case the proceeds of the sale are found to be insufficient to pay the amount due to the plaintiff, then that liberty be reserved to the plaintiff to apply for 4 [an order for the balance].

No.46

Redemption

(Title)

A.B., the above-named plaintiff, states as follows:--

1. The plaintiff is mortgagor of lands of which the defendant is mortgagee.

2. The following are the particulars of the mortgage:--

(a) (date);

(b) (names of mortgagor and mortgagee);

(c) (sum secured);

(d) (rate of interest);

(e) (properly subject to mortgage);

(f) (If the plaintiff's title is derivative, state shortly the transfers or devolution under which he claims).

(If the defendant is mortgagee in possession, add)

3. The defendant has taken possession [or has received the rents] of the mortgaged property.

[As in paras 4 and 5 of Form No. 1.]

6. The plaintiff claims to redeem the said property and to have the same reconveyed to him [and to have possession thereof.] 5 [together with mesne profits].

No.47

specific performance (No.1)

(Title)

A.B., the above-named plaintiff, states as follows:--

1. By an agreement dated the day of and signed by the defendant, he contracted to buy of [or sell to] the plaintiff certain immovable property therein described and referred to, for the sum of rupees.

2. The plaintiff has applied to the defendant specifically to perform the agreement on his part, but the defendant has not done so.

3. The plaintiff has been and still is ready and willing specifically to perform the agreement on his part of which the defendant has had notice.

[As in paras 4 and 5 of Form No. 1.]

6. The plaintiff claims that the Court will order the defendant specifically to perform the agreement and to do all acts necessary to put the plaintiff in full possession of the said property [or to accept a transfer and possession of the said property] and to pay the costs of the suit.

No.48

specific performance (No.2)

(Title)

A.B., the above-named plaintiff, states as follows:--

1. On the day of 19...../20....., the plaintiff and defendant entered into an agreement, in writing, and the original document is hereto annexed. The defendant, was absolutely entitled to the immovable property described in the agreement.
2. On the day of 19...../20....., the plaintiff tendered rupees to the defendant, and demanded a transfer of the said property by a sufficient instrument.
3. On the day of 19...../20....., the plaintiff again demanded such transfer. [Or the defendant refused to transfer the same to the plaintiff.]
4. The defendant has not executed any instrument of transfer.
5. The plaintiff is still ready and willing to pay the purchase-money of the said property to the defendant

[As in paras 4 and 5 of Form No. 1.]

8. The plaintiff claims--

- (1) that the defendant transfers the said property to the plaintiff by a sufficient instrument [following the terms of the agreement];
- (2) rupees compensation for withholding the same.

No.49

partnership

(Title)

A.B., the above-named plaintiff, states as follows:--

1. He and C. D., the defendant, have been for years [or months] past carrying on business together under articles of partnership in writing [or under a deed, or under a verbal agreement].
2. Several disputes and differences have arisen between the plaintiff and defendant as such partners whereby it has become impossible to carry on the business in partnership with advantage to the partners, [Or the defendant has committed the following breaches of the partnership articles:--

(1)

(2)

(3)]

[As in paras 4 and 5 of Form No. 1.]

5. The plaintiff claims--

- (1) dissolution of the partnership;

(2)that accounts be taken;

(3)that a receiver be appointed.

[N.B.--In suits for the winding-up of any partnership, omit the claim for dissolution; and instead insert a paragraph stating the facts of the partnership having been dissolved.]

(4)written statements

General defences

Denial

The defendant denies that (set out facts).

The defendant does not admit that (set out facts).

The defendant admits that but says that

The defendant denies that he is a partner in the defendant firm of

Protest

The defendant denies that he made the contract alleged or any contract with the plaintiff.

The defendant denies that he contracted with the plaintiff as alleged or at all.

The defendant admits assets but not the plaintiff's claim.

The defendant denies that the plaintiff sold to him the goods mentioned in the plaint or any of them.

Limitation

The suit is barred by article or article of the second schedule to the [6](#) Indian Limitation Act, 1877 (15 of 1877).

Jurisdiction

The Court has no jurisdiction to hear the suit on the ground that (set forth the grounds).

On the day of a diamond ring was delivered by the defendant to and accepted by the plaintiff in discharge of the alleged cause of action.

Insolvency

The defendant has been adjudged an insolvent.

The plaintiff before the institution of the suit was adjudged an insolvent and the right to sue vested in the receiver.

Minority

The defendant was a minor at the time of making the alleged contract.

Payment into Court

The defendant as to the whole claim (or as to Rs. part of the money claimed, or as the case may be) has paid into Court Rs. and says that this sum is enough to satisfy the plaintiff's claim (or the part aforesaid).

Performance remitted

The performance of the promise alleged was remitted on the (date).

Rescission

The contract was rescinded by agreement between the plaintiff and defendant.

Resjudicata

The plaintiff's claim is barred by the decree in suit (give the reference).

Estoppel

The plaintiff is estopped from denying the truth of (insert statement as to which estoppel is claimed) because (here state the facts relied on as creating the estoppel.)

Ground of defence subsequent to institution of suit

Since the institution of the suit, that is to say, on the day of (set out facts).

No.1

defence in suits for goods sold and delivered

1. The defendant did not order the goods.
2. The goods were not delivered to the defendant.
3. The Price was not Rs.

[or]

4. 1.
5. Except as to Rs. same as 2.
6. 3.
7. The defendant [or A. B., the defendant's agent] satisfied the claim by payment before suit to the plaintiff [or to C.D., the plaintiff's agent] on the day of 19/20.....
8. The defendant satisfied the claim by payment after suit to the plaintiff on the day of 19...../20.....

No.2

defence in suits on bonds

1. The bond is not the defendant's bond.
2. The defendant made payment to the plaintiff on the day according to the condition of the bond.
3. The defendant made payment to the plaintiff after the day named and before suit of the principal and interest mentioned in the bond.

No.3

defence in suits on guarantees

1. The principal satisfied the claim by payment before suit.
2. The defendant was released by the plaintiff giving time to the principal debtor in pursuance of a binding agreement.

No.4

defence in any suit for debt

1. As to Rs. 200 of the money claimed, the defendant is entitled to set off for goods sold and delivered by the defendant to the plaintiff.

Particulars are as follows:--

Rs.

1907 January 25th.....150

" February 1st50

Total 200

2. As to the whole [or as to Rs....., part of the money claimed] the defendant made tender before suit of Rs..... and has paid the same into Court.

No.5

defence in suits for injuries caused by negligent driving

1. The defendant denies that the carriage mentioned in the plaint was the defendant's carriage, and that it was under the charge or control of the defendant's servants. The carriage belonged to of Street, Calcutta, livery stable keepers employed by the defendant to supply him with carriages and horses; and the person under whose charge and control the said carriage was, was the servant of the said.

2. The defendant does not admit that the said carriage was turned out of Middleton Street either negligently, suddenly or without warning, or at a rapid or dangerous pace.

3. The defendant says the plaintiff might and could, by the exercise of reasonable care and diligence, have seen the said carriage approaching him, and avoided any collision with it.

4. The defendant does not admit the statements contained in the third paragraph of the plaint.

No.6

defence in all suits for wrongs

1. Denial of the several acts [or matters] complained of.

No.7

defence in suits for detention of goods

1. The goods were not the property of the plaintiff.

2. The goods were detained for a lien to which the defendant was entitled.

Particulars are as follows:--

1907, May 3rd. To carriage of the goods claimed from Delhi to Calcutta:--

45 maunds at Rs. 2 per maund Rs. 90.

No.8

defence in suits for infringement or copyright

1. The plaintiff is not the author [assignee, etc.].

2. The book was not registered.
3. The defendant did not infringe.

No.9

defence in suits for infringement of trade mark

1. The trade mark is not the plaintiff's.
2. The alleged trade mark is not a trade mark.
3. The defendant did not infringe.

No.10

defence in suits relating to nuisances

1. The plaintiff's rights are not ancient [or deny his other alleged prescriptive rights].
2. The plaintiff's rights will not be materially interfered with by the defendant's buildings.
3. The defendant denies that he or his servants pollute the water [or do what is complained of].

[If the defendant claims the right by prescription or otherwise to do what is complained of, he must say so, and must state the grounds of the claim, i.e., whether by prescription, grant or what.]

4. The plaintiff has been guilty of laches of which the following are particulars:--

1870. Plaintiff's mill began to work.

1871. Plaintiff came into possession.

1883. First complaint.

5. As to the plaintiff's claim for damages the defendant will rely on the above grounds of defence, and says that the acts complained of have not produced any damage to the plaintiff [If other grounds are relied on, they must be stated, e.g., limitation as to past damage.]

No.11

defence to suit for foreclosure

1. The defendant did not execute the mortgage.
2. The mortgage was not transferred to the plaintiff (if more than one transfer is alleged, say which is denied).
3. The suit is barred by article of the second schedule to the 6 Indian Limitation Act, 1877 (15 of 1877).
4. The following payments have been made, viz.:--
(Insert date)-- Rs. 1,000
(Insert date)-- Rs. 500
5. The plaintiff took possession on the of, and has received the rent ever since.
6. That plaintiff released the debt on the of
7. The defendant transferred all his interest to A.B. by a document dated

No.12

defence to suit for redemption

1. The plaintiff's right to redeem is barred by article of the second schedule to the Indian Limitation Act, 1877 (15 of 1877).
 2. The plaintiff transferred all interest in the property to A.B.
 3. The defendant, by a document dated the day of transferred all his interest in the mortgage-debt and property comprised in the mortgage to A.B.
 4. The defendant never took possession of the mortgaged property, or received the rents thereof.
- (If the defendant admits possession for a time only, he should state the time, and deny possession beyond what he admits.)

No.13

defence to suit for specific performance

1. The defendant did not enter into the agreement.
2. A. B. was not the agent of the defendant (if alleged by plaintiff).
3. The plaintiff has not performed the following conditions--(Conditions).
4. The defendant did not--(alleged acts of part performance).
5. The plaintiff's title to the property agreed to be sold is not such as the defendant is bound to accept by reason of the following matter--(State why).
6. The agreement is uncertain in the following respects--(State them).
7. (or) The plaintiff has been guilty of delay.
8. (or) The plaintiff has been guilty of fraud (or misrepresentation).
9. (or) The agreement is unfair.
10. (or) The agreement was entered into by mistake.
11. The following are particulars of (7), (8), (9), (10) (or as the case may be).
12. The agreement was rescinded under Conditions of Sale, No. 11 (or by mutual agreement).

(In cases where damages are claimed and the defendant disputes his liability to damages, he must deny the agreement or the alleged breaches, or show whatever other ground of defence he intends to rely on, e.g., the 6 Indian Limitation Act, accord and satisfaction, release, fraud, etc.)

No.14

defence in administration suit by pecuniary legatee

1. A. B.'s will contained a charge of debts; he died insolvent; he was entitled at his death to some immovable property which the defendant sold and which produced the net sum of Rs., and the testator had some movable property which the defendant got in, and which produced the net sum of Rs.
2. The defendant applied the whole of the said sums and the sum of Rs. which the defendant received from rents of the immovable property in the payment of the funeral and testamentary expenses and some of the debts of the testator.

3. The defendant made up his accounts and sent a copy thereof to the plaintiff on the day of 19...../20....., and offered the plaintiff free access to the vouchers to verify such accounts, but he declined to avail himself of the defendant's offer.

4. The defendant submits that the plaintiff ought to pay the cost of the suit.

No.15

probate of will in solemn form

1. The said will and codicil of the deceased were not duly executed according to the provisions of the 7 Indian Succession Act, 1865 (10 of 1865) [or of the Hindu Wills Act, 1870 (21 of 1870)].

2. The deceased at the time the said will and codicil respectively purport to have been executed, was not of sound mind, memory and understanding.

3. The execution of the said will and codicil was obtained by the undue influence of the plaintiff [and others acting with him whose names are at present unknown to the defendant].

4. The execution of the said will and codicil was obtained by the fraud of the plaintiff, such fraud so far as is within the defendant's present knowledge, being [State the nature of the fraud].

5. The deceased at the time of the execution of the said will and codicil did not know and approve of the contents thereof [or of the contents of the residuary clause in the said will, as the case may be].

6. The deceased made his true last will, dated the 1st January, 1873, and thereby appointed the defendant sole executor thereof. The defendant claims--

(1) that the Court will pronounce against the said will and codicil propounded by the plaintiff;

(2) that the Court will decree probate of the will of the deceased, dated the 1st January, 1873, in solemn form of law.

No.16

particulars [O, VI, r. 5]

(Title of suit.)

Particulars--The following are the particulars of (here state the matters in respect of which particulars have been ordered) delivered pursuant to the order of the of

(Here set out the particulars ordered in paragraphs, if necessary.)

1. Substituted by A.O. 1950, for "The Secretary of State or the Federation of India or the Province of....., as the case may be."

2. Substituted by Act 104 of 1976, section 93, for paragraph 2 (w.e.f. 1-2-1977).

3. Not applicable where suit is instituted by the Advocate-General.

4. Substituted by Act 104 of 1976 section 93, for "a decree for the balance" (w.e.f. 1-2-1977).

5. Added by Act 104 of 1976, section 93 (w.e.f. 1-2-1977).

6. See now the Limitation Act, 1963 (36 of 1963).

7. See now the Indian Succession Act, 1925 (39 of 1925).

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