

21.2

ANNEXURE 'B'

SPECIMEN OF THE SUMMARY SUIT

(A summary suit under the CPC may be drafted in the following manner).

IN THE COURT OF THE DISTRICT JUDGE, DELHI

Suit No..... Dated.....

(UNDER ORDER XXXVII OF THE CODE OF CIVIL PROCEDURE, 1908)

In the matter of

Through its Director.....

: Plaintiff

VERSUS

1. M/s (company).....

2. Managing Director.....

3. Finance Director.....

4. Director.....

: Defendants

Summary suit under XXXVII of the Code of Civil Procedure, 1908 for the recovery of Rs..... Only

Most respectfully submitted

1. The plaintiff is a company incorporated under the provisions of the Companies Act, 1956 having its registered office at and the complainant is having its branch office in Delhi at the above address. The Complainant Company engaged in the business of The present complaint is filed through Mr..... Director who is competent to file this complaint on behalf of the Company.
2. The Defendant No.1 is a company incorporated under the provisions of the companies Act. 1956 having its registered office in Delhi at above address . ('the defendant company). The Defendant company is engaged in business of
3. The Defendant NO 2 is the Managing Director, the defendant No. 3 is the Finance Director and the defendant No. 3 is the Director of the defendant No.1 company and wholly responsible for the conduct of the defendant company. The day to day affairs of the defendant company are managed by defendant No.2 to 4 and as such they are in control of the affairs of the defendant company & liable of all the facts and deeds committed by the defendant company.
4. The defendant No.2 placed an order with the Complainant company on dated... for the supply The plaintiff company supplied the above machines on Dated.....and the accused No.1 had taken delivery of the machines on datedvide delivery challan No. dated..... The complainant company had raised an Invoice No.....dated.....for Rs..... (Rs.....) on the accused No.1 company.

5. That the accused No.1 company through the hands of accused No. 3 issued a cheque drawn on..... bearing No. dated.....for Rs. In discharge of the above liability.
6. That the Plaintiff company presented the above said cheque for collection through its bankers..... & to its dismay found that the cheque was returned unpaid on dated..... for want of sufficient funds in the A/c of the defendant company.
7. That the plaintiff company had immediately sent a legal notice on dated.....to the accused company demanding therein the payment of Rs..... within 15 days of the receipt of the notice. The above notice of demand was received by the accused on dated.....
8. That the defendant company had failed to make payment of Rs.....with in 15 days from the date of receipt of statutory notice. The plaintiff has filed a Complaint No. Under section 138 of the Negotiable Instrument Act, 1881 which is pending before the Metropolitan Magistrate , Delhi.
9. The defendant thus, owes a sum of Rs..... (Rs.only)...to the plaintiff towards the principal amount alone. Moreover, the defendant are liable to pay overdue interest on the above said principal amount at the rate of 24% per annum from the date of.....The defendants are, therefore, liable to pay to the plaintiff a sum of Rs.....(Rs.....only) towards principal and interest as on the date of filing of this suit.
10. The claim made in the present suit fully falls within the ambit of Order XXXVII of the Code of Civil Procedure, 1908 & no amt. which does not fall within this provision has been claimed in the present suit.
11. The cause of action arose in favour of the plaintiff against the defendants for the first time on dated..... when the plaintiff supplied goods to the defendant company. It further arose on dated..... when the defendants issued a cheque for the payment of the debt due it again arose onwhen the said cheque was returned unpaid it again arose on.....when the plaintiff demanded the payment from the defendant. The cause of action is a continuing one & it still continues, as the defendants have not yet made the payment of the debt due to the plaintiff company.
12. The plaintiff has its branch office in Delhi. The defendant company has its registered office in Delhi and the other defendants are also residing in Delhi. The defendants are to make the payment to the plaintiff in Delhi. Hence this Hon'ble Court has jurisdiction to try and decide this suit.
13. The plaintiff has valued this suit for the purposes of jurisdiction and court fee at Rs..... (Rs.....only) and accordingly paid an ad-valorem court fee of Rs..... (Rs.....only) on the plaint.

PRAYER

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

- (a) issue summon of the suit to the defendants in Form No.4 as prescribed in Appendix –B
- (b) pass a joint and several money decree for a sum of Rs. (Rs....only) in favour of the plaintiff against the defendants alongwith pendente lite and future interest.
- (c) allow the costs of the suit.
- (d) grant any further relief or reliefs, as the case may be, as this Hon'ble Court may deem fit and proper in the circumstances of the case.

New Delhi.....

Dated.....

Plaintiff

Through

Counsel for the

plaintiff

VERIFICATION

I.....Director of the above-named plaintiff company do hereby verify that the contents of paragraphs 1 to 9 are true and correct to the best of my knowledge and information obtained from the records of the company while the contents of paragraphs 10 to 13 are based on legal advise received and believed to be true by me whereas the last paragraph is the prayer to this Hon'ble Court.

Verified at New Delhi on thisday of20....

Plaintiff

21.3**ANNEXURE 'C'****List of Document Produced by**PLAINTIFF

DEFENDANT

Order XIII of Civil Procedure Code. Form prescribed by the High Court

In the Court of

Suit No.....of 200...

.....Plaintiff

Versus

.....Defendant

List of Documents produced with the plaint (or the first Hearing on behalf of the
 Plaintiff or Defendant) Date of hearing:

This list is filed by
 of.....200...

on this.....day

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>		<i>5</i>
Sr. No.	Description and date if any of this document	That the document is intended to prove	What became of the document		Remarks
			Brought the record the exhibit mark put on the documents	If rejected date of return party and signature of party or pleader to whom the document was returned.	
					through Advocate
					Signature of party or pleader proceeding

VAKALATNAMA

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IN THE COURT OF.....

Suit/Appeal No.....of 200...

In re:-

.....Plaintiff /Appellant /Petitioner/ Complainant

VERSUS

.....Defendant/Respondent/ Accused

KNOW ALL to whom these present shall come that I/We.the above named.....do hereby appoint:

(herein after called the advocate/s) to be my/our Advocate in the above noted case authorise him:-

1. To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Court including High Court subject to payment of fees separately for each Court by me/us.
2. To sign, file, verify and present pleadings, appeals, cross-objections or petitions for executions review revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages subject to payment of fees for each stage.
3. To file and take back documents, to admit and/or deny the documents of opposite party.
4. To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.
5. To take execution proceedings.
6. To deposit, draw and receive monthly cheques, cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.
7. To appoint and instruct any other Legal Practitioner authorising him to exercise the power and authority hereby conferred upon the Advocate whenever he may think fit to do so and to sign the power of attorney on our behalf.
8. And I/We the undersigned do hereby agree to rectify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and proposes.
9. And I/We undertake that I/We or my/our duly authorised agent would appear in Court on all hearings and will inform the Advocate for appearance when the case is called.
10. And I/We the undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. 11. The adjournment costs whenever ordered by the Court shall be of the Advocate which he shall receive and retain for himself.
12. And I/We the undersigned to hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/we hereby agree that once fee is paid, I/We will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 years the original fee shall be paid again by me/us.

IN WITNESS WHEREOF I/We do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this.....day of200

Accepted subject to the terms of the fees.

Advocate
Client

Client