**Summary Suit under Order XXXVII of Code of Civil Procedure download for recovery of money against return of cheque, negotiable instrument or confirmed debt.**

**Format of Recovery Suit file Petition against Defendant for return of cheque with claim of cheque amount and interest.**

Civil Procedure Code Order 37 provides for the summary procedure. The provision has been made keeping in view certain suits, in order to prevent the unreasonable obstruction laid down by the defendant, who has no defence. Unlike other civil suits, the trial in summary suits begins after the court grants leave to the defendant to contest the suit. The court dealing with summary suits can pass the judgment in the favour of the plaintiff if (1) the defendant has not applied for leave to defend or if such application has been made but refused, or (2) the defendant who is permitted to defend fails to comply with the conditions on which the leave to defend was granted.

IN THE COURT OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

C.S. (OS) NO \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OF 20\_\_

IN THE MATTER OF:

M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ...Plaintiff

VERSUS

M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ...Defendants

SUIT UNDER ORDER XXXVII OF THE CODE OF CIVIL PROCEDURE, 1908 FOR RECOVERY OF Rs. \_\_\_\_\_\_\_/- (RUPEES \_\_\_\_\_\_\_\_\_\_\_\_\_)

MOST RESPECTFULLY SHOWETH:

1. The Plaintiff is a Limited Company having its branch office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and having its Registered Office and Factory at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Plaintiff provides solution for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_technology, technological design and with highly skilled engineering team provides application oriented solutions that suits Indian Environment. The present Suit is being filed through Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Manager Sales (North), the authorised Signatory of the Plaintiff who has been duly authorised vide Board Resolution dated 18th \_\_\_\_\_\_\_\_\_\_\_\_\_ to file the present Suit on behalf of the Plaintiff.

2. The Defendant No.1 is a Private Limited Company having its office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, India.

3. That the Defendant No.2 is the Director of Defendant No. 1 Company and is responsible for execution of all the functions related to the business of the Company.

4. That in the year \_\_\_\_\_\_\_\_\_\_ the Defendants approached the plaintiff to purchase \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Products and placed order to purchase products from the Plaintiff.

5. That the Plaintiff had sold \_\_\_\_\_\_\_\_\_\_\_\_\_\_ product worth Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_) to Defendant No. 1 and Defendant No. 1 through its staff had taken delivery of the product as per the details mentioned below.

INVOICE NO. DATE AMOUNT

6. That the Defendant No. 1 had made payment of Rs. \_\_\_\_\_\_\_\_\_\_\_ towards part payment against the above said invoices. There is a balance of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) receivable by the Plaintiff against the above mentioned invoices.

7. That on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Defendant No. 1 had issued a cheque \_\_\_\_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_ only) drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the Plaintiff towards part payment against the remaining amount.

8. That the aforesaid cheque for Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /- (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only) was presented by the Plaintiff to the bankers of Defendant No. 1 i.e. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

9. That the said cheque had been dishonoured by bankers of Defendant No. 1 with the reason "Exceeds Arrangement " which was intimated to the Plaintiff by their Bankers \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through their cheque return memo dated \_\_\_\_\_\_\_\_\_\_\_\_\_ received on \_\_\_\_\_\_\_\_\_\_\_\_\_.

10. That thereafter in spite of many telephonic, e-mail reminders and personal visit by the staff of plaintiff, the Respondents failed to make the payment due to the Plaintiff.

11. That the Plaintiff issued a legal notice dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ demanding amount of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_ against the returned cheque, which was not replied by the Defendants.

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

13. That the cause of action arose in favour of the Plaintiff and against the Defendants. The cause of action arose on 14-Jun-\_\_, 6-Jul-\_\_\_, 6-Jul-\_\_\_, 11-Sep-\_\_\_, when the Defendants purchased \_\_\_\_\_\_\_\_\_\_\_\_ product worth \_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_). The cause of action arose when the Legal Notice dated \_\_\_\_\_\_\_\_\_ was send by registered post on \_\_\_\_\_\_\_\_\_\_\_\_ upon the Defendants.

14. That this Hon'ble Court is competent to try the present Suit as the Branch office of the Plaintiff through which the transactions are done is situated in its territorial jurisdiction.

In the facts and circumstances of case mentioned herein above this Hon'ble Court may graciously be pleased to:

P R A Y E R

a) pass a decree against the Defendants jointly and severally to pay the sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- Along with pendent lite and future interest @24% per annum; and

b) Award the cost of suit in favour of the Plaintiff; and

c) Pass such other or further orders as this Hon'ble Court may deem fit in the facts and the circumstances of the case.

Plaintiff
Through

Advocate for the Plaintiff

Dated:
New Delhi

VERIFICATION:
I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, the authorised representative of the Plaintiff do hereby verify that the contents of the para 1 to \_\_\_\_\_\_ of the Plaint are true and correct to my knowledge and as derived from the records of the case, no part of it is false and nothing material has been concealed there from.

Verified at New Delhi on this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_

DEPONENT

LIST OF DOCUMENTS

|  |  |  |
| --- | --- | --- |
| SNO  | PARTICULARS | PAGE NO |
| 1 | Copy of Board Resolution authorizing the Plaintiff's authorized representative |   |
| 2 | Original Dishonored Cheque |   |
| 3 | Cheque Returning memo dated \_\_\_\_\_\_\_\_\_\_\_\_\_ |   |
| 4 | Copy of Legal Notice dated \_\_\_\_ |   |
| 5 | Postal Receipt No. \_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_. |   |
| 6 | Copy of Invoices |   |
| 7 | Any Other document with the kind permission of the Hon'ble Court |   |

Plaintiffs

Through
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Advocates for the Plaintiffs

Dated:
New Delhi

IN THE COURT OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

C.S. (OS) NO \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OF 20\_\_

IN THE MATTER OF:

M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ...Plaintiff

VERSUS

M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ...Defendants

AFFIDAVIT

I, \_\_\_\_\_\_\_\_\_\_\_, Son of \_\_\_\_\_\_\_\_\_\_\_\_\_, Aged about \_\_\_\_ years, resident of \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_, do hereby solemnly affirm and declare as under:

1. That I am the authorized representative of the Plaintiff in the above Suit and I am well conversant with the facts and circumstances of the case and application to depose the present affidavit.

2. That I have read and understood the contents of the accompanying Plaint and I state that the same are true and correct to my knowledge and the no part of it is false and nothing has been concealed there from.

DEPONENT

VERIFICATION:
Verified at New Delhi on this \_\_\_\_\_\_day of \_\_\_\_, 20\_\_ that the contents of the above affidavit are true and correct to my knowledge and as derived from the records of the case, no part of it is false and nothing material has been concealed there from.

DEPONENT