**MODEL DRAFT FOR WRITTEN STATEMENT**

IN THE COURT OF SHRI ……………… CIVIL JUDGE

 (DISTRICT \_\_\_\_\_\_\_\_\_\_), DELHI

 SUIT NO. ……………………OF 2017

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VERSUS

Y\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

…..

DEFENDANT

….

PLAINTIFF

**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 rejected outrightly.

 4. That there is absolutely no cause of action in favour of the Plaintiff and agianst 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 sent 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 peciniary 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.

DEFENDANT

Delhi

Dated

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 … to ….of 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.

THROUGH

ADVOCATE

DEFENDANT

[NOTE : Counter Claim, Set off can be joined in the Written Statement and the same may be

verified and supported by affidavit]