**Not Delivering Goods Sold**

In the Court of ......................................

KK………………………………………………….resi…… ......................................... Plaintiff

against

GM………………………………………………. Resi………………………… .................... Defendant   
  
KK………………………………………………………….……., the above-named plaintiff, states as follows:-   
  
1. On the ...................... day of.................... /………….. , the plaintiff and defendant mutually agreed that the defendant should deliver [……………………………………………] to the plaintiff on the………. ..day of…….... /………………... , and that the plaintiff should pay therefor ………………………....... rupees on delivery.   
  
2. On the [said] day the plaintiff was ready and willing, and offered, to pay the defendant the said sum upon delivery of the goods.   
  
3. The defendant has not delivered the goods, and the plaintiff has been deprived of the profits which would have accrued to him from such delivery.   
  
[i. Facts showing when the cause of action arose and that the Court has jurisdiction. ]   
  
ii. 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., and Relief claimed.]   
  
Dated :   
  
Plaintiff   
Through, Advocate

**Verification:**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, do hereby verify that the contents from paras 1 to \_\_\_\_\_\_ are correct and true to the best of my knowledge and personal belief and no part of it is false and nothing material has been concealed therein.   
  
Affirmed at KALYAN this \_\_\_\_\_\_.   
  
Plaintiff