**SUIT FOR COMPENSATION BREACH OF CONTRACT**

Nature of grievance:

***Suit for compensation for the breach of any contract, express or implied, not herein specially provided for:***

 Where a party to the contract commits breach of the material terms of the contract – A Suit may be filed for compensation, within 3 years from the date when the breach is committed; or when there are successive breaches, 3 years to be calculated from the date of the concerned breach; or where the breach is continuing, three years are to be calculated when the breach ceases, under Article 55 of the Indian Limitation Act, 1963.

Reliefs prayed:

(As may be appropriate and applicable to the facts of one’s case)

a)     The Defendants be ordered and decreed to pay Rs.\_\_\_\_\_\_\_, as per particulars of claim, annexed to the Plaint (Exhibit “\_\_\_\_\_\_”);

b)     That the Defendants be further ordered and decreed to pay interest on the Suit amount, @12% from the date of filing of Suit, till date of judgment; and further interest @6% from the date of judgment till payment.

c)     The Hon’ble Court be pleased to declare that \_\_\_\_\_\_\_\_\_\_\_  (declaration, in the absence of which the rights of the Plaintiff is frustrated);

d)     The Defendants be permanently injuncted from acting (permanently restrained from doing of certain acts), such acts which would otherwise frustrate the rights of the Plaintiffs, or such acts, which would otherwise run contrary to the rights of the plaintiff.

e)     The Defendants be ordered and decreed by way of Mandatory Injunction to \_\_\_\_\_\_\_\_\_\_ “perform certain acts”;

Interim and Ad-Interim Reliefs: Pending the hearing and final disposal of the Suit, the Hon’ble Court so as to prevent the ends of justice from being defeated, be pleased –

f)      That pending the hearing and final disposal of the above suit, the Hon’ble Court, in the dues exercise of powers u/s 94 and O.38 of CPC, 1908, Direct the defendant to furnish security to produce any property belonging to him and to place the same at the disposal of the Court or order the attachment of any property; (as may be applicable to the facts of the case)

g)     That pending the hearing and final disposal of the above suit, the Hon’ble Court, in the dues exercise of powers u/s 75 and O.26 of CPC, 1908, be pleased to appoint Court Commissioner, to hold a scientific, technical, or expert investigation; or to perform any other ministerial act.

h)     Interim/ad-interim reliefs in terms of prayer clauses \_\_\_\_\_\_ as aforesaid.

i)       Such further and other reliefs as this Hon’ble Court may deem fit and proper in the circumstances of the case as may be necessary.

Material facts of the case:

The Plaintiffs, most respectfully submit that, having regard to the nature of reliefs prayed for in this Suit, the following facts become germane to the controversy herein; And, the reasonable satisfaction of the existence or the non existence, as the case may be, of these facts, may entitle the Plaintiffs the judgment in their favour. The chronology / chain of events, which has led to the present situation, and has constrained the Plaintiffs to seek certain Reliefs from this Hon’ble Court. [In the chronology / chain of events, the following facts should be set out in clear terms, at appropriate juncture.]

1.      The facts showing that a contract has entered into between the Plaintiffs and the Defendant:

2.      The facts that, by virtue of said contract, the Defendant was obliged to discharge certain obligations:

3.      The facts showing that the Defendant has failed to discharge the obligations under the contract:

4.      The facts showing that due to aforesaid failures, the Plaintiffs have suffered pecuniary and / or other losses:

5.      The facts showing that the Plaintiffs took all possible steps to mitigate / minimize the losses which has occasioned due to the aforesaid failures of the Defendant:

[To claim any relief in the nature of declaration] The facts showing that the Plaintiff is entitled to some legal position, or to some property, or to some right of any nature whatsoever; and the facts and circumstances showing that the Defendant is doing some act by which the Defendant deny such rights of the Plaintiffs;

[To claim any relief in the nature of permanent injunction] The facts showing that the Plaintiff is entitled to some legal position, or to some property, or to some right of any nature whatsoever; and the facts and circumstances showing that the Defendant is doing some act by which the Defendant interferes with such rights of the Plaintiffs;

[To claim any relief in the nature of mandatory injunction] The facts showing that the Defendant is under obligation under the law or under the contract, to perform certain acts, which he is neglecting to do, and the Courts can compel performance of such acts, and the performance of such acts are essential pending the final disposal of the Suit, and the failure of performance of such acts may render the Suit infructuous.

In Money Claim Suits, to claim interim relief, “of arrest of the Defendant to cause him to furnish security for his appearance, pending the disposal of the Suit”, any one of the facts must be shown to have exist –

Facts and circumstances showing that, with intent to delay the plaintiffs, or to avoid any process of the Court or to obstruct or delay the execution of any decree which may be passed against him, the defendant, has absconded or left the local limits of the jurisdiction of the Court,

or

Facts and circumstances showing that, with intent to delay the plaintiffs, or to avoid any process of the Court or to obstruct or delay the execution of any decree which may be passed against him, the defendant is about to abscond or leave the local limits of the jurisdiction of the Court,

or

Facts and circumstances showing that, with intent to delay the plaintiffs, or to avoid any process of the Court or to obstruct or delay the execution of any decree which may be passed against him, the defendant has disposed of or removed from the local limits of the jurisdiction of the Court his property or any part thereof,

or

Facts and circumstances showing that, with intent to delay the plaintiffs, or to avoid any process of the Court or to obstruct or delay the execution of any decree which may be passed against him, the defendant is about to leave India under circumstances affording reasonable probability that the plaintiff will or may thereby be obstructed or delayed in the execution of any decree which may be passed against the defendant in the suit.

In Money Claim Suits, to claim interim relief of “directing the Defendant to furnish security of certain sum of money, either by furnishing the bank guarantee or by depositing the said sum of money in the Court”, or to effect the conditional attachment of his immovable property, pending the disposal of the Suit”, any one of the facts must be shown to have existed.

Facts and circumstances showing that, with intent to obstruct or delay the execution of any decree which may be passed against him, the defendant is about to dispose of the whole or any part of his property;

or

Facts and circumstances showing that, with intent to obstruct or delay the execution of any decree which may be passed against him, the defendant is about to remove the whole or any part of his property from the local limits of the jurisdiction of the Court;

or

Facts and circumstances showing that the Defendants have admittedly committed default; and the Defendants have not even bothered to respond to the legal notice of demands being issued by the Plaintiffs; and the Defendants have prima facie no defense to the demand made by the Plaintiffs; and in view of the facts that all the properties of the Defendants are already mortgaged / encumbered, there are no other properties which could have been made available for the purposes of satisfying the decree, if any, passed against the Defendants; and if the claim of the Plaintiffs is not secured by passing appropriate order against the Defendants, there would be a paper decree in the hands of the Plaintiffs and such huge claim made by the Plaintiffs would not be recovered.

or

Facts and circumstances showing that the Defendant has become incommunicable i.e. he is not available at the place where he regularly carries on business; and he doesn’t answers the phone calls, nor the Defendant makes any reply to the Notices which are being sent; and therefore there is a reasonable apprehension that the Defendant may dispose of the whole or any part of his property, to the serious prejudice of the Plaintiffs and other creditors of the Defendants.

or

Facts and circumstances showing that the Defendant in their letters and emails, in unambiguous terms have admitted the claim of the Plaintiffs; and / or the Defendants, vide their Letters / Emails dated \_\_\_\_\_\_\_\_\_ to the Plaintiffs, have stated that the Defendant is facing severe financial crunch; and therefore there is a reasonable apprehension that the Defendant may alienate, encumber, dispose or create third party rights in respect of their immovable properties, to the serious prejudice of the Plaintiffs and other creditors of the Defendant; and there may not be other properties which could have been made available for the purposes of satisfying the decree, if any, passed against the Defendants; and if the claim of the Plaintiffs is not secured by passing appropriate order against the Defendants, there would be a paper decree in the hands of the Plaintiffs and such huge claim made by the Plaintiffs would not be recovered.