**SUIT FOR EJECTMENT AND DAMAGES FOR WRONGFUL USE AND OCCUPATION**

**BEFORE THE SENIOR CIVIL JUDGE (DISTRICT \_\_\_\_\_\_\_\_\_\_\_), DELHI**

**SUIT NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_OF 20..**

IN THE MATTER OF,

Mrs. Surjit Kaur Sahi

Mr. Avinder Singh Sahi

Both R/o \_\_\_\_\_\_\_\_\_\_\_,

Chandigarh……………………………………….PLAINTIFFS

VERSUS

Power Grid Corporation of India Ltd.

Hemkunt Chamber, Nehru Place, New Delhi-110029

Through its Chairman/Managing Director…

…………

…DEFENDANT

**SUIT FOR EJECTMENT AND DAMAGES FOR**

**WRONGFUL USE AND OCCUPATION**

MOST RESPECTFULLY SHOWETH:

1. The plaintiff being the owners of flat no. \_\_\_\_\_Nehru Place, New Delhi let out the

said flat to M/s. National Power Transmission Corporation Limited (a Government of India

undertaking) now called as Power Grid Corpn. of India Limited, having their registered office

at Hemkunt Chamber, Nehru Place, New Delhi-110 019 for a period of three years with

effect from ……(date) vide unregistered Lease deed (copy annexed as Annexure „A‟). The

delivery of the possesson of the said premises was simultaneous on the said date.

2. That the period of three years referred above starting from 7.10.2005 expire on

16.10.2014. That after the expiry of the said Lease the defendant became a month to month

tenant of the plaintiffs.

3. That the plaintiffs being in need of the premises in question approached the defendant

for vacation of the same on various dates (give dates). However, the defendant who were

approached through their officers did not agree to the plaintiff‟s demand. The plaintiffs

thereafter served a legal notice through their Counsel, Shri \_\_\_\_\_\_\_(copy annexed as

Annexure „B‟ ) under section 106 of Transfer of Property Act terminating the said tenancy on

mid-night of…….(date)

4. That the defendant received the plaintiff‟s legal notice U/s. 106 of the Transfer of

property Act on …..(date) i.e. clear 15 days before the last day of ……(date) and thus is a

valid notice under the Transfer of Property Act (proof of the service of legal notice is

annexed to same as Annexure „B‟)

5. That however, the defendant even after receiving the said legal notice have neither

vacated the premises nor shown their intention to vacate. Thus the defendant from ……(date)

are in wrongful use and occupation @ Rs. 1,000/- per day as the rate of rent in the area are for

such premises prevailing and the plaintiffs have rightly assessed the rate of Rs. 1,000/- per

day. The same rate was demanded in the legal notice dated…... That since the premises were

same size in the same area where the flat is situated and the plaintiffs have done a market

survey during the search for the flat and found that the rate of rent in the area is Rs. 100/- to

Rs. 150/- per sq. feet. The plaintiffs own flat which is 370 sq. ft. super area will be available

in the market for Rs. 37000/- to 55,500/- per month. The plaintiffs does not have means to

take on rent a flat for own purposes at such high rates and thus needed the flat and for this

reason asked the defendant to facate the premises.

6. The defendant is presently paying a monthly rent of Rs. 6808/- per month (Rupees

six thousand eight hundred eight) for the plaintiffs flat measuring 370 sq. ft. super area. The

plaintiffs premises are not governed by Delhi Rent Control Act as the rate of rent is more than

Rs. 3,500/- and thus the Hon‟ble Court has jurisdiction to try the matter.

7. The cause of action in the present case arose on \_\_\_\_\_\_\_\_\_\_\_when the plaintiffs

approached the defendant for the vacation of the said flat. The cause of action further arose

on\_\_\_\_\_\_\_\_\_\_\_ when the plaintiffs again approached the officers of the defendant company

for the vacation of flat who however did not oblige. The cause of action further arose when

the plaintiffs served a legal notice dated 6.6.97 through their advocate Shri Ajit Panday

asking the defendant to vacate the same by 30.6.97. The said notice was duly received on

11.6.97 However, the defendant did not vacate the flat in question. The cause of action in the

present case is a continuing one.

8. That since the property whose possession is sought is situated in Delhi. The Lease for

the premises was executed in Delhi and delivery of possession made in Delhi. And since the

premises are not covered by Delhi Rent Control Act. The Hon‟ble Court has jurisdiction to

try and settle the claim.

9. That the court fee payable has been calculated advalorem as per the chart/section 7 of

the Court Fee Act on the annual rent received by the plaintiffs. The annual rent is Rs.

81,696/- (Rupees eight one thousand six hundred ninety six) arrived at by multiplying

monthly rent of Rs. 6808/- by 12. On this a court fee of Rs. 3174/- is paid. The plaintiffs

undertakes to pay any additional court fee that may be found due by the Hon‟ble court.

PRAYER

It is, therefore most respectfully prayed that this Hon‟ble Court may be pleased to:

(i)

(ii)

(iii)

(iv)

Delhi

Dated

pass a decree for ejectment against the defendant and in favour of plaintiffs ;

pass a decree for payment of damages @ Rs. 1,000/- per day for wrongful use and

occupation of the flat by the defendant ;

Any other relief deemed fit and proper may also be given.

Costs of the case may also be given.

PLAINTIFFS

THROUGH

ADVOCATE

VERIFICATION :

Verification at Delhi on … day….. of , 20… that the contents of paras 1 to …. are

true to our personal knowledge and those of paras … to …. are true & correct on the basis of

legal advice received and belived to be true. Last para is prayer to the Hon‟ble Court.

PLAINTIFFS

[NOTE : This plaint has to be supported by an affidavit]