**SUIT FOR INTEREST UPON MONEY DUE**

Nature of grievance:

**Suit for money payable for interest upon money due from the defendant to the plaintiff:**

**Where there is default in the payment of interest which is payable upon money / debt – A Suit may be filed for the recovery of interest payable, within 3 years from the date when the interest becomes due and payable, under Article 25 of the Indian Limitation Act, 1963.**

Reliefs prayed:

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

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

b)     The Defendant be further ordered and decreed to pay interest on the Suit amount, @18% from the date of filing of Suit, till date of judgment; and further interest @18 / 12 / 6 % from the date of judgment till payment;

c)     The Defendant be ordered and decreed by way of Mandatory Injunction to \_\_\_\_\_\_\_\_\_\_ “perform certain acts”; (as may be applicable to the facts of the case) (Please see the Note below)

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 –

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

e)     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.

Note: In Summary Suits, the Reliefs could only be in the nature of Money, i.e. the Principal sum and the interest, if any claimed, and no declaration or injunction of any nature could be asked for. In Summary Suits, even unliquidated compensation or damages cannot be claimed. However, if other Reliefs are also required to be sought, then, preferably, a leave of the Court under O.2 R.2 may be obtained to file a separate Suit for other Reliefs. Nevertheless, a comprehensive regular Suit may be filed claiming all Reliefs, instead of filing two Suits. Further, whereas Summary Suits are not maintainable in every District Court, in such cases, a comprehensive Suit for all the Reliefs may be filed. Also, please take note of this whilst making averments in the body of Plaint.

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 Defendant is / was indebted to the Plaintiffs for certain sum of amounts, and further that the Defendant is also liable to pay interest during the subsistence of said debt:

2.      The facts that Defendant has not paid the agreed interest, and although principal amount is also due, but the principal sum is not due; or the principal amount is paid but agreed interest is not paid:

[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 is essential pending the final disposal of the Suit, and the failure of performance of such acts may render the Suit infructuous.