**(SUIT UNDER ORDER XXXVII OF THE CODE OF CIVIL PROCEDURE, 1908)**

IN THE COURT OF DISTRICT JUDGE (DISTRICT \_\_\_\_\_\_\_\_\_\_) DELHI

SUIT NO ……………. OF 20..

**(SUIT UNDER ORDER XXXVII OF THE CODE OF CIVIL PROCEDURE, 1908)**

IN THE MATTER OF:

M/s ABC Pvt. Ltd.

A Company Incorporated Under The

Companies Act, Having Its Registered Office

At New Delhi.

Through its Director

Shri……………………

……….. PLAINTIFF

VERSUS

M/s XYZ Ltd.

A Company Incprporated Under The

Companies Act. Having Its Registered

Office At Delhi

Through its Director

Shri……………………

…….. DEFENDANT

SUIT FOR RECOVERY OF RS. 4,19,200/-(Four lakh nineteen thousand two hundred

Only) UNDER ORDER XXXVII OF CODE OF CIVIL PROCEDURE, 1908

MOST RESPECTFULLY SHOWETH:

1. That the Plaintiff is a Company constituted under the Companies Act having its

registered office at B-40, Safdarjung Enclave, New Delhi. Mr. P. Executive Director or the

Plaintiff-company, is a duly constituted attorney of the Plaintiff-company and is authorized

and competent to sign and verify the plaint, vakalatnama etc. and to institute this suit on

behalf of the Plaintiff.

2. That the Plaintiff-company inter-alia carry on the business of construction,

engineering and designing. The Plaintiffs are builders of international repute and have earned

a big name in their business.

3. That the Defendant is a Company incorporated under the Companies Act having their

registered office at Chandigarh. However, the Administrative office of the Defendant is

situated at Delhi i.e. within the jurisdiction of this Hon‟ble Court. 4. That the Defendant approached the Plaintiff for construction of a building for their

paper mill at Chandigarh some time in the year 2000 whereupon the Plaintiff constructed the

building and handed over the possession of the same to the Defendant sometime in December,

2013.

5. That the on 4th April, 2014, the Plaintiff raised the final bill for Rs. 4,19,200/- on the

Defendant on account of the aforesaid construction of their paper mill at Chandigarh against

which the Defendant handed over cheque No. 213456 dated 18.4.2014 for Rs. 4,19,200/-

drawn on Punjab National Bank, Shahdara, Delhi to the Plaintiff, which was dishonoured

upon presentation.

6. That the Plaintiff immediately informed the Defendant about the dishonour of the said

cheque and called upon the Defendant to make the payment of the said amount along with

interest @ 18% per annum. However, the Defendant failed to pay the same to the Plaintiff

despite repeated requests and reminders.

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7. That the Plaintiff therefore finally issued a legal notice dated 6 April, 2015 to the

Defendant calling upon the Defendant to clear the outstanding amount of Rs. 1,39,492/- along

with interest at the rate of 18% per annum w.e.f. 4-4-2014 upto the date of payment.

However, no payment has been made by the Defendant despite the said notice.

8. That the Defendant is now liable to pay a sum of Rs. 4,19,200/- along with interest @

18% per annum from the date on the Plaintiff‟s bill. The Plaintiff is however, claiming

interest form 18-4-2014 upto the date of filing of this suit @ 18% per annum.

9. That the cause of action in favour of the Plaintiff and against the Defendant first arose

in 2000 when the Plaintiff was approached by the Defendant for construction of their paper

mill. It further arose in December, 2013 when the said building was completed and handed

over to the Defendant and on 4th April, 2014 when the Plaintiff submitted the final bill for Rs.

4,19,200/- to the Defendant. The cause of action arose on all dates when the Plaintiff called

upon the Defendant to make the payment and the later failed to comply with it. The cause of

action is still subsisting as the Defendant has failed to pay the outstanding amount despite

repeated oral and written requests and reminders from the Plaintiff.

10. The suit is within the period of limitation.

11. This Hon‟ble Court has jurisdiction to entertain this suit because the part of the cause

of action arose at Delhi. The contract for construction of the paper mill was entered at Delhi,

all the payments upto this date have been made at Delhi and the payment of the outstanding

amount was also to be made at Delhi. The Administrative Office of the Defendant is situated

at Delhi where they carry on the work for their gain.

12. The value of this suit for the purposes of court fee and jurisdiction is Rs. --------- on

which court fee of Rs. \_\_\_\_\_\_\_\_\_\_\_is paid.

13. That this suit is filed under Order XXXVII of the Code of Civil Procedure and no

relief has been claimed which does not fall within the ambit of Order XXXVII.

PRAYER:

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

(a)

Pass a decree for Rs. 4,19,200/-(Four Lakhs Nineteen Thousand and Two

Hundred only) with interest @ 18% per annum from 18.4.2014 upto the date

of filing the suit in favour of the Plaintiff and against the Defendant;

award pendentlite and future interest at the rate of 18% per annum on the

above stated amount of Rs. 4,19,200/-(Four Lakhs Nineteen Thousand and

Two Hundred only) with interest @ 18% per annum from 18.4.2014 upto the

date of filing the suit in favour of the Plaintiff and against the Defendant;

award cost of the suit in favour of the Plaintiff and against the Defendant; and

pass such other and further order(s) as may be deemed fit and proper on the

facts and in the circumstances of this case.

Plaintiff

Place:

Date:

VERIFICATION:

Verified at Delhi on this 1st day of January 20… that the contents of paras 1 to 8 of the

plaint are true to my knowledge derived from the records of the Plaintiff maintained in the

ordinary course of its business, those of paras 9 to 13 are true on information received and

believed to be true and last para is the humble prayer to this Hon‟ble Court.

Plaintiff

Through

Advocate

(b)

(c)

(d)

[NOTE : The above plaint must be supported by an Affidavit]