**Recovery Suit Application Affidavit**

In the Court of Hon’ble \_\_\_\_\_\_\_\_\_\_\_\_\_-.
Civil suit No.\_\_\_\_of \_\_\_\_\_Year
M/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,
…Plaintiff
Versus
M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,Principal occupier
…Defendant

SUIT FOR RECOVERY OF RS \_\_\_\_\_\_\_\_/- ALONGWITH INTEREST

Court Fee paid Rs.\_\_\_\_\_\_/-

RESPECTFULLY SHOWETH:
1- That the plaintiff is a company under the name and style of M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ through whom the present suit is being instituted is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the plaintiff company and he has been authorized by the plaintiff vide Resolution dated \_\_\_\_\_\_\_\_\_\_ and he is fully competent to engage the counsel, sign the vakalatnama, plaint, application for stay, affidavit, applications etc. to depose before this Hon’ble court and to do such other acts, deeds and things. The copy of the Resolution is enclosed as Annexure –A.

2- That the plaintiff is engaged in the business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3- That during the course of business with the defendant the plaintiff has done \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. An agreement to this effect was executed between the plaintiff and the defendant on \_\_\_\_\_\_\_\_\_\_\_\_\_. The plaintiff did the job work as per the satisfaction of the defendant. During the course of business the plaintiff issued proper bills to the defendant, which were accepted and acknowledged by the defendant. The copy of the Bill is enclosed as Annexure –B.

4- That as per the statement of account maintained by the plaintiff the balance amount of Rs. \_\_\_\_\_\_\_\_/- is outstanding against the defendant as on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ after receiving the last payment of Rs. \_\_\_\_\_\_\_\_\_\_\_/- on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The photocopies of Agreement and statement of account are enclosed.

5- That as per the terms and conditions of the Agreement the defendant have to make the payment of \_\_\_% on the delivery of the \_\_\_\_\_\_\_\_\_\_\_\_, which was supplied to the defendant in time but the payment was not made by the defendant upto \_\_\_\_\_\_\_\_\_\_\_\_. Thereafter so many requests were made to the defendant to make the payment so as the work could be done in time but the defendant failed to make the payment. It is no out of place to mention here that the work was delayed due to the reason known to the defendant. The defendant violated the terms and conditions of the Agreement.

6- That the account of the defendant became irregular and inspite of repeated requests and demands the defendant failed to regularize their account and also failed to make the payment in time.

7- That the plaintiff requested the defendant several times to make the payment of the outstanding amount which is lying against them but the defendant on one pretext or the other avoided to the legitimate requests of the plaintiff without any cause or reason and has stopped the payment of the plaintiff. In this contest the plaintiff has so many times orally and in writing approached the defendant to make the payment of the outstanding amount lying with the defendant. the notice was sent to the defendant by the plaintiff but the defendant failed to make the payment thereafter the and wrote a letter stating that the account of the plaintiff is debited with Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_/- without any reason. The defendant is trying to make liable the plaintiff for their wrongs. The defendant issued the same to cheat the plaintiff. The defendant are evading and neglecting the payment of the plaintiff with one false pretext or the other and with some ulterior purpose and motives therefore, the plaintiff can not trust on the defendant any more and cannot and cannot wait for an indefinite period hence they have been compelled to take efficacious legal action against the defendant.

8- That the account of the defendant become irregular and inspite of repeated requests and demands the defendant failed to regularize their account and also failed to make the payment in time.

9- That the plaintiff was induced by the defendant to believe in making false representations that they would honour the payment on receipt of the invoice but plaintiff realized letter that the intentions of the defendant was not clear and became decisive, the defendant after receiving the goods, converted the same in their own use and still the defendants have not paid the money to the plaintiff as assured by them.

10- That the defendant fraudulently and dishonestly induced the plaintiff to deliver their property and as such the defendant deceived the plaintiff and caused wrongful loss. The defendant were bound to protect the interest of the plaintiff but the defendants failed to do so hence the defendant have committed an offence punishable under section \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ IPC and other provisions of the law.

11- That as per the initial terms and conditions settled with the defendant by the plaintiff, the plaintiff is entitled for an interest @ \_\_\_% per annum which is the prevailing rate in the market usage and is the banking rate of interest on outstanding. The plaintiff claims interest at the above rate from the defendant it became due till the date of realization.

12- That plaintiff served a legal Notice dated \_\_\_\_\_\_\_\_\_\_\_\_ through registered post upon the defendant calling upon them to make the payment of Rs. \_\_\_\_\_\_\_\_/- along with interest @ \_\_% per annum which was duly received by the defendant. On the receipt of this notice the defendant contacted with the plaintiff and demanded some time for making the payment because the defendant were facing some financial problems. But on \_\_\_\_\_\_\_\_\_\_\_ refused to make any payment to the plaintiff.

13- That the cause of action to file the present suit accrued on each and every date when the plaintiff requested the defendant to make the payment of the outstanding amount due against the defendant. The cause of action further accrued on \_\_\_\_\_\_\_\_\_\_\_\_ when the plaintiff sent a legal Notice to the defendant calling upon to make the payment of the plaintiff outstanding against the defendant. The cause of action finally accrued in favour of the plaintiff and against the defendant on \_\_\_\_\_\_\_\_\_ when the defendant refused to make payment of the same to the plaintiff. Hence \_\_\_\_\_\_\_\_\_\_\_\_\_ is the final date of cause of action accrued in favour of the plaintiff and against the defendants. Hence this suit.

14- That the present suit being filed by the plaintiffs against the defendant is the first suit and no such suit has been previously filed, pending or decided by any court of law on the same subject matter.

15- That plaintiff and the defendant reside and the and entire cause of action also accrued between the parties at \_\_\_\_\_\_\_\_\_\_\_\_, within the territorial jurisdiction of this Hon’ble court, therefore, this Hon’ble court has got the jurisdiction to entertain and try the present suit

16- That the value of the suit for the purposes of court fee and jurisdiction is assessed at Rs. \_\_\_\_\_\_\_\_\_\_\_\_/- upon which Advolrum Court fee Stamp of Rs. \_\_\_\_\_\_\_\_/- has been affixed on the plaint.

**PRAYER:** It is, therefore, prayed that this Hon’ble court may graciously be pleased to pass

(i) a decree for recovery of Rs. \_\_\_\_\_\_\_\_/- alongwith interest @ \_\_% per annum since \_\_\_\_\_\_\_\_\_ till upto date may kindly be passed in favour of the plaintiff and against the defendant

(ii) costs of the suit may be awarded in favour of the plaintiff and against the defendant

(iii) or any other relief which this Hon’ble court deems fit and proper may kindly be granted in favour of the plaintiff and against the defendant

PLAINTIFF
Through counsel:

\_\_\_\_\_\_\_\_\_, Advocate, \_\_\_\_\_\_\_\_\_\_\_

**VERIFICATION:**
Verified that the contents of Paras No.\_\_\_\_\_\_\_\_\_\_\_ of the plaint are true and correct to best of my knowledge and Paras No. \_\_\_\_\_\_\_\_\_\_\_ of the plaint are true to best of my knowledge and belief.

Verified at \_\_\_\_\_\_\_\_\_\_ on\_\_\_\_\_\_\_\_\_\_\_