Suit For Specific Performance

In The Court Of The Civil Judge, \_\_\_\_\_\_\_\_\_\_\_

Civil Suit No.\_\_\_\_/ 200\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) Plaintiff

-Vs.-

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) Defendant

**SUIT FOR SPECIFIC PERFORMANCE**

The plaintiffs abovenamed submit this plaint, praying to state as

follows :

1. Description of Suit Property : All that piece and parcel of land situate within the Registration Division & District , Sub-Division & Taluka , within the local limits of the Municipal Corporation, revenue village , bearing CTS No. admeasuring \_\_\_\_\_ sqft or thereabouts, and bounded by as follows :

On or towards the East -

On or towards the South -

On or towards the West -

On or towards the East -

2. That the property described in para 1 above is owned by the present defendant, and by an agreement, dated\_\_\_\_\_, she has agreed to sell

and transfer the said property unto the present plaintiffs excluding the building to be constructed at the front of the said plot described as Building-"A".

3. That by virtue of the said agreement, it was clearly agreed and understood that the buildings at the rear were to be demolished and excluding the present front structure, all the permissible FSI in respect of the said plot of land was to be made available to the present plaintiffs to be utilised in a building to be constructed in continuation of the Building-"A" at the rear.

4. That a copy of the said agreement, dated\_\_\_\_\_\_\_\_\_\_, is annexed

hereto as Exhibit-I, and terms and conditions of the said agreement, out of the construction of Rs. \_\_\_\_\_\_\_/-, the plaintiffs had paid unto the defendant by way of part payment of the purchase-price a sum of Rs. \_\_\_\_\_\_\_\_\_\_/- by cheque, and the balance of Rs. \_\_\_\_\_\_\_/- was to be paid at the time of conveyance.

5. That the defendant had put the plaintiffs in possession of the said property at the time of the execution of the said agreement.

6. That there were two tenants occupying the portions of the building standing on the said property, and the plaintiffs at their costs had negotiated with the said tenants and obtained vacant possession from them, and the said tenants had assured unto the plaintiffs that all the necessary cooperation would be extended by them to the plaintiffs in respect of the proposed construction to be carried out by the plaintiffs.

7. That the defendant, on\_\_\_\_\_\_, executed an irrevocable power of attorney, constituting the partner of the plaintiffs, Shri , as her attorney, empowering him to do on behalf of the defendant all the necessary acts, deeds and things for carrying out the intended work of construction on the said property.

8. That the defendant's husband and son had assured the plaintiffs that there would be no objection from anyone for the plaintiffs' purchasing the said property and constructing thereon.

9. That the construction drawings were prepared, and same were submitted to the Nagpur Municipal Corporation, and the Nagpur Municipal Corporation had issued a commencement certificate on\_\_\_, bearing No. \_\_\_\_\_\_.

10. That the plaintiffs had in the mean while, demolished at their own costs the buildings at the rear and had started the work of construction in terms and the commencement certificate issued by the Nagpur Municipal Corporation.

11. That the defendant had in the mean while been by herself or through her husband or son approached the plaintiffs and requested the plaintiffs to pay her further amounts towards and out of the purchase-price, though in terms of the said agreement to sell, the payments in the mean while were not obligatory, and on humanitarian grounds, the plaintiffs had made further payments to the defendant, viz. \_\_\_\_\_\_\_/- on\_\_\_, Rs. \_\_\_\_\_\_\_\_\_/- on\_\_\_\_Rs. \_\_\_\_\_\_\_\_\_/- on\_\_\_ Rs. \_\_\_\_\_\_\_\_/- on\_\_, and Rs. \_\_\_\_\_\_/- on\_\_, and thus, a total sum of Rs. \_\_\_\_\_\_\_\_/- has so far been paid the plaintiffs unto the defendant from time to time.

12. That the plaintiffs submit that for all these payments, the defendant has issued proper receipts, excepting the payment, dated\_\_and dated\_\_\_, which is receipted by the defendant's son on her behalf.

13. That the defendant's son appears to be a notorious character and he was all along trying to extract money from the plaintiffs and also started demanding an increase in the amount of consideration payable to the defendant under the said agreement.

14. That the son of the defendant, viz. Shri , had, on\_\_\_\_, removed as many as \_\_\_\_ tonnes of steel of the plaintiffs lying on the said property which was required for the work in progress by committing a theft thereof, and an offence in respect of the said act has been registered with the police against the son of the defendant and his companies.

15. That the defendant's family as a whole, thereafter, started threatening and harassing the plaintiffs now and then, and they have gone to the extent of false reports against these plaintiffs, and at the top of it, the defendant through her lawyer, has served a notice, dated\_\_, thereby to the surprise of the plaintiffs pleading so concocted a story that the very fact of the agreement, dated\_\_\_\_\_\_, was attempted to be disputed. However, thereafter, the plaintiffs immediately, through their advocate, gave an appropriate reply on\_\_\_\_, to the advocate of the defendant, calling upon him for further details and reiterating the claim of the plaintiffs that the agreement is legal, valid and binding on the defendant. However, thereafter, no such clarification was supplied either by the defendant or her advocate.

16. That in the mean while, the defendant and the members of her family have been issuing mischievous and defamatory statements to the Government authorities, police, newspapers and the Nagpur Municipal Corporation authorities, as a result of which the municipal authorities have started reconsidering the said construction permission.

17. That despite the fact that there was a perfectly valid and legal agreement, and that there were payments received by the defendant time and again, the defendant has altogether denied her liability under the said agreement by her notice, dated\_\_\_, and all the attempts on the part of the defendant, thereafter, to seek an amicable settlement in the matter and persuade the defendant to complete the transaction in terms of the said agreement have been failed, and hence, this suit.

18. Particulars of Money Claim : Rupees

(A)               Amounts from time to time paid to the \_\_\_\_\_\_/-

defendant by the plaintiffs

(B)                Interest on the abovementioned amounts \_\_\_\_\_\_/-

\_\_\_\_\_per cent per annum

(C)                Expenses incurred by the plaintiffs in getting \_\_\_\_\_\_\_/-

the plans prepared and sanctioned

(D) Settlement of tenants \_\_\_\_\_\_\_/-

(E) Costs of demolition \_\_\_\_\_\_\_/-

(F) Costs of construction \_\_\_\_\_\_\_/-

(G) Lawyer's fees \_\_\_\_\_\_\_/-

(H) Damages for loss of bargain \_\_\_\_\_\_\_/-

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(I) Total Amount Due and Claimed \_\_\_\_\_\_\_/-

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(J) Less Amount Received - Nil -

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(K) Net Amount Due and Claimed \_\_\_\_\_\_\_/-

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

19. That the cause of action for the present suit first arose on\_\_\_\_\_, when the defendant disowned her liability to convey the said property in terms of the agreement, dated\_\_\_\_, and hence, the suit filed today is within time, and moreover, the plaintiffs being in possession, the question of limitation does not arise.

20. That the suit is valued for the purpose of jurisdiction and court-fee at Rs. \_\_\_\_\_\_\_/- for specific performance and Rs. \_\_\_\_\_\_\_\_/- for the alternative money-claim, and the court-fee on the amount of the alternative claim that being the higher of the two is paid herewith.

21. That the property is situate within the local limits of the jurisdiction of this court, and hence, this Hon'ble Court has jurisdiction to try and decide this suit.

22. That the plaintiffs, therefore, pray that -

(A) A decree ordering the defendant to convey the suit property

in terms of the said agreement, dated\_\_\_\_\_, in favour of the

plaintiffs be passed;

(B) The plaintiffs be permitted to deposit the balance of consideration in this Hon'ble Court;

(C) If the defendant were decline to obey the decree, sale-deed of the said property be executed in favour of the plaintiffs by the Hon'ble Court or through its commissioners acting for and on behalf the defendant;

(D) If the Hon'ble Court were to decline the relief of specific performance, alternatively, the plaintiffs pray for a decree of Rs. \_\_\_\_\_\_\_\_/- against the defendant;

(E) The plaintiffs be paid their costs from the defendant;

(F) During the pendency of this suit, the defendant be ordered not to deal with the said property in such a manner as would amount to imposing any clog or encumbrance on the said property;

(G) An ad interim injunction restraining the defendant, her servants, agents, from interfering with the possession or the construction of the plaintiffs be issued;

(H) The defendant be restrained during the pendency of this suit from interfering with the possession or the construction of the plaintiffs; and

(I) Any other orders in the interest of justice be kindly passed.

Place

Date

Sd/-

PLAINTIFFS

Sd/-

ADVOCATE FOR PLAINTIFFS

# VERIFICATION

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the present plaintiffs, do hereby state on solemn affirmation that the contents of this plaint in paras \_\_ to \_\_ are true and correct to the best of my knowledge and belief, so I have signed hereunder.

Sd/-

PLAINTIFFS