

Study Materials

Unit-III

Topic: **Plaint and written statement**

(Sample)

**Plaint for recovery of money and
written statement in reply of that plaint**

Plaint

IN THE COURT OF THE III ADDITIONAL JUNIOR CIVIL JUDGE :

CITY CIVIL COURT : AT HYDERABAD.

O.S. No. of 2007

Mr. Rama Rao

S/o..... Aged Years

Occ:

R/o. Hyderabad

.....

Plaintiff

Vs

Mr. Appa Rao

S/o....., Aged Years,

Occ:.....

R/o.Hyderabad

.....

Defendant

PLAINT FILED UNDER SECTION 26 READ WITH ORDER VII OF CPC

III. BRIEF FACTS OF THE CASE:

1. It is submitted that the Defendant having an acquaintance with the plaintiff approached him and requested to advance a hand loan of Rs.25,000/- (Rupees twenty five thousand Rupees only) to meet his son's education needs. The Defendant also proposed to execute a Promissory Note for the said amount and with a simple interest @ 18% p.a. Due to that acquaintance, the Plaintiff agreed for the same and thus, the defendant has borrowed a sum of Rs.25,000/- as hand loan on 1st January, 2005 from the Plaintiff at the Plaintiff's home situated at Hyderabad and executed a Promissory Note for the said amount in favour of the Plaintiff and promised to repay the said hand loan within a period of 2 years from the date of execution of the promissory note. It is respectfully submitted that in spite of repeated oral demands made by the Plaintiff, the Defendant did not bother to repay the said hand Loan amount.

2. The Plaintiff having vexed with the conduct of the Defendant avoiding the repayment, got issued a legal notice to the Defendant on 1st January, 2007 through his Counsel by way of Regd Post with Ack. Due as well as UCP, to his Residence. The Defendant received the same but did not reply.

3. The Plaintiff submits that the Defendant having borrowed the amount of Rs.25,000/- (Rupees Twenty Five Thousand only) as hand loan and having executed the promissory not is bound to repay the same to the Plaintiff who is entitled for interest on the suit amount from the date of demand i.e. 1st January, 2007 till realisation @ 18% p.a. As the Defendant is avoiding payment, the Plaintiff has left with no option except to approach this Hon'ble Court by way of this suit. In view of the above said facts, the Plaintiff is entitled to sue the defendant.

4. The Plaintiff submits that The Defendant is liable to pay the following outstanding amount: (i) Promissory Note Amount : 25,000.00 (ii) Interest on 25,000 @ 18% p.a. From 01.01.2005 as on date filing of the suit : 9,000.00 ----- 34,000.00 -----
Therefore, the Defendant has to pay a total sum of Rs.34,000/- (Rupees Thirty Four Thousands Only) to the Plaintiff as on the date of filing of the present suit. Hence, this suit.

IV. CAUSE OF ACTION : The cause of action for the suit arose on 01.01.2005 when the Defendant borrowed the amount and executed pro-note and on 01.01.2007 when the Plaintiff got issued a legal notice to Defendant calling upon defendant to repay the amount and still subsists.

V. VALUATION: The relief of recovery of money under Sec. 20 of APCF & SV Act and CF of Rs is paid thereon and the same is sufficient.

VI. JURISDICTION: The Plaintiff is residing at Hyderabad and the Defendant borrowed the said loan amount from the Plaintiff at the residence of the Plaintiff and hence this Hon'ble Court is having territorial & pecuniary Jurisdictions to entertain the present suit. VII.

DECLARATION : The Plaintiff has not filed any suit against the Defendant and no suit is pending between the parties in respect of the relief being claimed in this suit.

VIII. LIMITATION : The Defendant borrowed the said hand loan amount on 01.01.2005 and the legal notice issued to the Defendant on 01.01.2007 and therefore the present suit is within the limitation. IX. PRAYER : Hence, the plaintiff herein prays that this Hon'ble Court may be pleased to pass Order and Decree in favour of the Plaintiff and against the Defendant.

(a) To direct the Defendant to pay a sum of Rs. 34,000/- together with future interest thereon, from the date of this suit, till the date of realization of the entire suit claim;

(b) To award the costs of this suit; and to pass such other order or orders as this Hon'ble Court may deem fit and proper in the circumstances of the case in the interest of Justice.

COUNSEL FOR THE PLAINTIFF

PLAINTIFF

VERIFICATION

I, Mr. Rama Rao, S/o.-----, Age __ years, Occ:_____. R/o.Hyderabad do hereby declare that the contents of Para III are true and correct to the best of our knowledge and believed to be true and correct, and the rest of the paras are on the basis of information and legal advice and verified on this the day of June, 2007 at Hyderabad .

Deponent

Written statement

IN THE COURT OF THE III ADDITIONAL JUNIOR CIVIL JUDGE :

CITY CIVIL COURT : AT HYDERABAD.

O.S. No. of 2007

Mr.Rama Rao,

S/o..... Aged Years

Occ:

R/o.Hyderabad

Plaintiff

Vs

Mr.Appa Rao,

S/o....., Aged Years,

Occ:.....

R/o.Hyderabad

Defendant

WRITTEN STATEMENT FILED BY THE DEFENDANT
UNDER ORDER VIII, RL.1, C.P.C.

1) It is submitted that the defendant has gone through the averments made in the plaint and affidavit filed in support of the plaint. The averments, which are not specifically admitted, are denied. The Plaintiff is put to strict proof of the same. Most of the averments are not correct and false and the suit is not maintainable.

2) In reply to Para III (1) of the plaint, it is submitted that I have no acquaintance with the plaintiff and did not approach at any point of time for hand loan to meet my son's education and executed promissory note in favour of the plaintiff. I have sufficient means to support my family. Hence, there is no question of taking hand loan from the plaintiff and execution of promissory note in favour of the plaintiff.

3) In reply to para III (2) of the plaint, it is submitted that the notice issued by the plaintiff was received by me on..... The contents of the notice are vague and false. Since I did not approach the plaintiff for any hand loan and executed promissory note, I did not choose to reply the notice. Hence, the allegations in the notice are denied.

4) In reply to para III (3) of the plaint, it is submitted that I did not borrow any amount from the plaintiff and executed promissory note in favour of him. The allegation of the plaintiff is false and I need not bound to pay any amount to the plaintiff. It is not correct to say that I have borrowed a sum of Rs.25,000/- from the plaintiff and executed a promissory note in favour of him.

5) In reply to Para III (4) of the plaint, it is submitted that since there is no amount is borrowed from the plaintiff and executed pro-note, the figures of outstanding stated in para therein is false and fabricated one.

6) It is submitted that I have never approached the plaintiff for any amount said to have been borrowed by me and executed pro-note. Since we reside in the same street and due to rivalry between our two families regarding some disputes relating to colony problems, the plaintiff has fabricated the pro-note and filed the present suit alleging that I have borrowed a sum of Rs.25,000/- from plaintiff and executed a pro-note. The plaintiff is trying to mislead this Hon'ble Court and made false allegations in the plaint.

7) The other allegations of the plaint which are not specifically admitted herein are denied. The plaintiff is put to strict proof of the same.

Hence, it is prayed that this Hon'ble Court may be pleased to dismiss the suit with costs.

Counsel for the Defendant

Defendant

Verification

I, Appa Rao, S/o aged about years, Occ: Employee, do hereby declare that the facts stated in paras 1 to 7 are true and correct to the best of my knowledge, information and belief and I believe the same to be true and correct. Hence, verified on this the day of June, 2007 at Hyderabad.

Defendant