**Specific Performance**

**Format of a Suit for Specific Performance of a contract**--- Important points to remember----**As per Order VI (Pleading) and Order VII (Plaint) CPC, every plaint must contain the following things:**

**1. Name of the court
2. Name and details of the Parties
3. If the plaintiff or the defendant is a minor/insane, a declaration to that effect
4. Facts of the case -
5. Facts constituting cause of action and when it arose
6. A statement about the value of the subject matter for the purpose of jurisdiction and court fees.
7. Facts showing that the court has jurisdiction (territorial as well as pecuniary)
8. Relief prayed
9. Description of the set-off (if claimed)
10. Verification**
 The heading or court is determined according to Section 15 to 20 of CPC. In Delhi, cases up to  - are handled by Civil Judge Class I, and cases upto 20,00,000 are handled by District Judge. Cases beyond 20 lac are handed by High Court of Delhi on the Original Side.

Although there is no special rule for this but general convention seems to be that, in the title of a suit, the word "Respondent" is used in Original civil suit while the word"Defendant" is used in applications made to  - appellate court or supreme court.

**In the Court of Civil Judge Class -**

Suit No. ………… / 20…….
A. B. s/o B. C.                        .........................................  Plaintiff

Vs.

M. N. s/o O. P..........................................  Respondent

 **Suit for Specific Performance of Contract to sell a residential plot**

The plaintiff respectfully states as follows : -

Inducement:
(1) Plaintiff is a Govt. Servant working in Delhi. and so on
(2) Respondent is a property broker having an office at ...

Material Facts of the case:
(3) The plaintiff agreed with the respondent on 10 Aug 2008 to purchase the Plot No 123 at Rani Bagh Colony,Delhi. A copy of the contract is attached with the petition.
(4) The boundaries of the plot is as under:
       East:  Road
       West: Plot number 124
       North: Road
       South: Colony wall
(4) The total value of the plot to be paid by the plaintiff to the respondent, as agreed upon in the contract, is Rs. 40,000/-.
(5) The respondent accepted a payment of 10,000/- though Check No. 123 of SBI,CP Branch at the time of making the contract and promised to do registry upon payment of remaining amount of 30,000/-
(5) The plaintiff tried to pay the remaining amount on several occasions by cash as well as check but the respondent refused to take the payment.
(6) The plaintiff also sent a notice about the same to the respondent on 10/10/2009.
(7) The plaintiff is ready to pay the remaining amount of Rs 30,000/- but the respondent is not willing to transfer the said plot.

**Cause of Action and Limitation**
(8) The cause of action for the present suit first arose on 10/10/2009, when the respondent refused to convey the said property as per the terms of the agreement and hence, the suit filed today is within time.

**Valuation:**9 The suit is valued for the purpose of jurisdiction and court-fee at Rs. 0000/-.

**Jurisdiction:**
(10) The plot is located in Indore, which is within this court's territorial jurisdiction.

(11) The value of the contract is 40,000/- which is within this court's pecuniary jurisdiction.

**Relief Claimed:**
(12) The plaintiff, there fore prays that

the court be pleased to order the respondent to perform his part of the contract by accepting the remaining payment and conveying the said plot to the plaintiff.
the plaintiff be permitted to deposit the balance of consideration in this Hon'ble Court.
the respondent be ordered to pay compensation for mental harrasment, loss of wages, and cost of this litigation.

Place: ………………….                                                                            (Signature of the plaintiff)
Date: …………………..

                                                                                                                                YYY
                                                                                                                            Advocate

Verification

 I, \_\_\_\_\_\_, do hereby solomnly verify that the contents from paras 1 to 4 are correct and true to the best of my knowledge and contents from para 5 to 12 are based on legal advice, which I believe to be correct. Affirmed at Delhi this 4th Day of September 2015.

(Signature)
Plaintiff

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