**Suit for Possession of Property Trespassed by Defendant, format. Suit to get Possession of Trespassed Property can be filed before the Civil Judge or District Judge who has Pecuniary Jurisdiction to deal with the matter.**

**Format of Suit for Possession of property trespassed by defendant. This Suit can be filed to get possession of property illegally possessed or trespassed by the Defendant who is in unauthorized possession of the Property.**

Suit for Possession of Property Trespassed upon by the Defendant is the remedy available when someone illegally trespassed the property and is in possession or using it illegally. As per the ratio laid down by the Supreme Court in judgment is that a person who asserts possessor title over a particular property, will have to show he is under settled or established possession of the said property. The Court will check that whether the Plaintiff Ram had better title over the suit property and whether he was in settled possession of the property, which required dispossession as per law. Format of Suit for Possession on trespassed Property is given below:

**BEFORE THE DISTRICT JUDGE AT \_\_\_\_\_\_\_\_\_**

**CIVIL SUIT NO. \_\_\_\_\_\_\_\_\_\_ OF 20\_\_**

**IN THE MATTER OF:**

Mr. BBB\_\_\_\_\_\_\_\_\_                                                            **PLAINTIFF**

**VERSUS**

Mr. DDD\_\_\_\_\_\_\_\_\_\_                                                    **DEFENDANT**

**SUIT FOR POSSESSION OF PROPERTY UNDER SECTION 6 OF SPECIFIC RELIEF ACT**

**MOST RESPECTFULLY SHOWETH:**

1. That the Defendant as owner of House No. \_\_\_\_\_\_\_\_ admeasuring \_\_\_\_\_\_situated at \_\_\_\_\_\_\_\_ on \_\_\_\_\_ let out the same to the Plaintiff at a monthly rent of Rs. \_\_\_\_\_\_ for a period of 24 months commencing from \_\_\_\_\_\_ and put the Plaintiff in actual Physical possession of the said property.

2. That the Lease agreement was registered with sub registrar \_\_\_\_\_\_on \_\_\_\_\_\_ Copy of the Lease Agreement dated \_\_\_\_ is annexed herewith and attached as **Annexure P1.**

3. That on \_\_\_\_\_ the Defendant entered upon the tenanted premises in the absence of the Plaintiff, broke open the lock without the consent of Plaintiff and without any authority.

4. That immediately on coming to know of the said act of trespass and unlawful and forcible dispossession committed by the Defendant, the Plaintiff reported the matter to the Police and also called upon the Defendant to vacate the said property and hand over possession thereof to the Plaintiff.

5. That the Defendant has neglected and failed to vacate the said property and handed over possession thereof to the Plaintiff, despite repeated protests by the Plaintiff**.**

6. That on \_\_\_\_\_\_ the Plaintiff sent a legal notice to the Defendant, by registered post, calling upon him to vacate the said property and hand over possession thereof to the Plaintiff, but in vain. As such, the Defendant continues to occupy the house in an unauthorized and illegal manner.

7. That the House is situated in \_\_\_\_\_\_\_\_\_\_\_\_ and the lease agreement was executed within the Jurisdiction of this Hon'ble Court. The Defendant resides in the jurisdiction of this Hon'ble Court. As such this Hon'ble Court has Jurisdiction to entertain, try and decide the Suit.

8. That the cause of action firstly arose on \_\_\_\_\_\_\_\_ then it arose on \_\_\_\_\_ and ultimately it has arisen on \_\_\_\_\_\_\_. Therefore, this Suit has been filed within a period of six months from the date of dispossession.

9. That the valuation of the suit for the purposes of Court-Fees and jurisdiction is \_\_\_\_\_\_ for the relief of \_\_\_\_\_\_\_\_\_\_\_and accordingly, Court fee of Rs. \_\_\_\_\_\_\_\_\_\_ has been affixed.

10. In the facts and circumstances of case mentioned herein above this Hon'ble Court may graciously be pleased to:

**P R A Y E R**

That the Plaintiff, therefore, prays:

a) that the Suit be decreed in favour of the Plaintiff and against the Defendant , and accordingly the Defendant be ordered to forthwith remove himself and his belongings from the House No\_\_\_\_\_\_ and deliver to the Plaintiff quiet and vacant possession of the Suit Premises.

b) that Plaintiff be allowed cost of the suit; and

c) to grant any other relief, which the Hon'ble court deems fit, may please be granted to the plaintiff in the interest of justice.

**PLAINTIFF**

**THROUGH**

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

Place :

Date :

**VERIFICATION**

I, \_\_\_\_\_\_\_\_\_\_\_\_, the above named Plaintiff do solemnly declare that whatever has been stated in Para 1 to \_\_ of the Plaint are true to the knowledge of the Plaintiff where Para No\_\_\_ to Para No\_\_\_ are true on the basis of information received by him and believed to be true by him.

Verified at \_\_\_\_ on this \_\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**PLAINTIFF**

**Plaint for a Suit for Possession**

In the Court of……………….

Suit No. ……20…

…………………….. … *Plaintiff*

*Versus*

 …………………… …*Defendant*

The above named plaintiff begs to submit as under :

1. That previously ……….. of which total area as …………. and ……. was in …… of two persons …………………. and ……..………….. out of which Shri ………………was the ……… land and remaining ……… and …….. was under the ……. of …………. and the entire …………… was under the …………… of ………………….

2. That after the death of ………… land was inherited by his three sons Shri ……………, and Shri ………………who are the predecessor-in-interest of the plaintiff.

3. That this ……..…….. land which is disputed in the plaint and shall be called the property in suit in further paras of the plaint.

4. That this …….. land which later on came in ………. was also entered in ……….and because the entire area was abadi area therefore it was entered with the name of ………………….. but in ……… the name of the predecessor-in-interest over the property in suit was entered with the name of …………………….. and others.

5. That after some time the all three sons of Shri ….……………….. viz. Sri …..……….., Sri……………….and Sri………………..had executed power of attorney is favour of one person Shri…………………………….. son of Shri…………………………. Resident of ………………………..who on ……….exacted three separate registered sale-deeds in favour of the plaintiff and since then till the date of cause of action the plaintiff remained in possession of the property in suit.

6. That after getting executed the sale deed regarding the property in suit the plaintiff has started to raise boundary wall and some.

7. That the defendants who have no right, title or interest of any kind over the property in suit but who are very risk persons having a Giroh of unsocial elements persons of the locality have compelled the plaintiff to sell the entire property in suit to them but the plaintiff has refused with the remark that as the plaintiff is a Housing Society and not a business concerned therefore the question of selling the property in suit to the defendants does not arise, and hearing this version of the plaintiff the defendant started to ill felling towards the plaintiff.

8. That on ……………the defendants again reached to the Secretary of the plaintiff and tell his to vacate the property in suit because they (defendants) are the owners of the property in suit by virtue of some collusive partition suit but against the plaintiff had boldly denied them the defendants have threatened the plaintiff for forcible dispossession and also fore dire consequences.

9. That on ………….the defendants alongwith 50 or 60 persons mostly of them were the ……. have reached over the property in suit forcibly demolished the boundary wall and dispossessed the plaintiff from the property in suit.

10. That the defendants have no right, title or interest over the property in suit and they have also no right to dispossess the plaintiff from the property in suit otherwise then indue course of law.

11. That when the plaintiff who is a law abiding persons remained failed to protest physically the dispossession moved a application under Section 145 Cr. P.C. in which looking the serious of the law and order, the learned Addl. City Magistrate has immediately ordered the police agencies to maintain *status quo* which was delivered to the concerning police also but the Police Officer of the concerning Police Station are under the influence of the defendants have not paid any attention and did not turn up even to look after the position on the spot and has not taken any action against the defendant and the result was that the defendants have now started to raise the illegally constructions over the property in suit.

12. That the plaintiff is a Housing Society having strict in law of following law and order has no other remedy except to file the present suit for possession which injunction against the defendants to raise further construction hence this suit.

13. That if the illegal constructions of the defendants are not checked by way of injunction the defendant shall make construction over the property in suit the plaintiff has to bring separate prayer for demolishment certainly and complication shall arise the multiplicity of the litigation shall arise and the plaintiff has to suffer irreparable loss and injury.

14. That the cause of action for filing the present suit arose on ………….. when the defendants illegally have dispossessing the plaintiff from the property in suit then it arises on every day when the defendants with a view to make, complication are arising construction of illegally over the proper in suit with in the jurisdiction of this Hon’ble Court and the Hon’ble Court and this Hon’ble Court has jurisdiction to try this suit.

15. Valuation for the purpose of jurisdiction the suit is valued at Rs. …………/- and for the payment of court fee the land in dispute is separately revenues assessed for Rs………../- and thirty times on that i.e. a thirty time of Rs…………. comes Rs………….therefore minimum Court fees Rs………… is paid thereon.

16. Suit is with in limitation and this Hon’ble Court has jurisdiction to try the same.

PRAYER

(A) That a decree for possession be passed against the defendants in favour of the plaintiff and the plaintiff be put in actual physical possession over the property in suit with directions to the defendants to vacate the property in suit with in time stipulated by the Hon’ble Court and it they fail to deliver actual physical possession within the stipulated time then the same be done through the agency of the Hon’ble Court.

(B) That costs of the suit be awarded to the plaintiff against the defendants.

(C) Any other relief which Hon’ble court thinks just and proper in the circumstances of the case be allowed to the plaintiff.