



**SUIT FOR MONEY RECOVERY**

**IN THE COURT OF SUB-JUDGE AT COIMBATORE**

Civil Suit No.: \_\_\_\_\_ of 2004

**(Under Order XXXVII of the Code of Civil Procedure 1908)**

Date of Institution: \_\_\_\_\_

Plaintiff

Versus

Defendants

Suit for the recovery of Rs. \_\_\_\_\_ along with cost and interest @ 24% pa

Plaint under Order XXXVII of the Code of Civil Procedure 1908 as mentioned in the suit

Respectfully showeth:

1. That the present suit is being filed under the specific provisions under Order XXXVII of the Code of Civil Procedure, 1908.
2. That no relief, which does not fall within the ambit of this rule, has been claimed in the plaint.
3. That the plaintiff is a \_\_. The defendant purchased \_\_ cement and sand etc. from the plaintiff.
4. That the defendant issued the Cheque bearing No. \_\_ dated \_\_ for the sum of Rs. \_\_ drawn at bank \_\_, to the plaintiff towards the consideration of the above articles purchased from the plaintiff.





5. That the plaintiff presented the cheque through his own bankers, i.e; \_\_, but the same was returned unpaid, on \_\_ with the endorsement of insufficiency of funds in the account of the defendant as per the remarks of the banker of the defendant.

6. That other necessary particulars are as under for the convenience of this Hon'ble court:-

(a) Date of cheque : \_\_\_\_\_

[b] Date of presentation : \_\_\_\_\_ of Cheque before the Bank (within 6 months from \_\_)

[c] Date of dishonour of Cheque : \_\_\_\_\_

[d] Date of receipt of Memo of : \_\_\_\_\_ of dishonour of cheque

[e] Date of sending of Notice : \_\_\_\_\_ (within 30 days from \_\_)

[f] Date of service of Notice : \_\_\_\_\_

[g] Date when cause of action : \_\_\_\_\_ arose (15 days after service on \_\_)

7. That the defendant has apparently issued the cheque without caring to ensure adequate funds and knowing fully well with the ulterior motive to cheat the plaintiff.

8. The memo to that effect was duly communicated to the plaintiff by its banker on \_\_.

9. That the said cheque drawn by the defendant on an account maintained by him with the above banker for payment of the amount of money to the plaintiff from out of that account was issued for the discharge of the above said debt/liability.

10. The said cheque has been returned by the bank unpaid, because of the amount of money standing to the credit of account of the defendant is insufficient to honour the cheque or that it exceeds amount arranged to be paid from that account by an agreement made with that bank.

11. The cheque has been presented to the bank within a period of six months from the date on which it is drawn i.e; on \_\_.

12. That the plaintiff in due course of the cheque, has made a demand for the payment of the said amount of money by giving a notice in writing to the defendant within statutory period of thirty days of the receipt of information by him from the bank regarding return of the cheque as unpaid. The said notice was sent on the correct address of the defendant through a Registered/AD letter as well as through UPC on \_\_ and the said registered letter has been received back with the





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endorsement "Unclaimed", as is evident from the endorsement of post office seal on the it which legally is presumed to have been served as otherwise also the UPC has not been received back and the same has been duly delivered to the defendant.

13. That the defendant has failed to make the payment of the amount of money to the plaintiff in due course of the cheque within fifteen days of the receipt of the said notice.

14. That it is pertinent to mention here that the debt/liability, for which the cheque was issued by the defendant to the plaintiff is a legally enforceable debt/liability.

15. The cause of action accrued to the plaintiff on \_\_, when the cheque was dishonoured and thereafter on \_\_ when the legal notice was sent to the defendant through Registered letter and UPC.

16. That the plaintiff is permanently residing within the jurisdiction of this Hon'ble court and all the correspondence from the defendants were received at his home address and the office/residence of the defendant is located in the territory of this Hon'ble Court, hence this Hon'ble Court has each and every jurisdiction to try and entertain this suit.

17. That the value of the suit for the purposes of jurisdiction has been fixed for Rs. \_\_\_/- and for the purposes of recovery and correct and authorized court fee stamp of Rs. \_\_\_ has been affixed on the plaint.

18. It is, therefore, most respectfully prayed that a decree for recovery to the effect that plaintiff is entitled to recover a sum of Rs. \_\_\_/- along with interest @ 24% w.e.f \_\_ till the date of realisation of amount along with cost of this suit, be passed in favour of plaintiff and against the defendants. Such other reliefs as deemed fit and proper in the facts and circumstances of the case may also be passed in favour of the plaintiff and against the defendants in the interest of justice.

**AND FOR THIS ACT OF KINDNESS, THE HUMBLE PLAINTIFF AS IN DUTY BOUND SHALL EVER PRAY.**

**Coimbatore Plaintiff**

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

**Verification:**

I, \_\_\_\_\_, do hereby verify that the contents of the above plaint from Para 1 to \_\_ are true and correct to the best of my knowledge and belief, and no part of it is false and nothing material has been concealed therein.



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Verified at Coimbatore this the \_\_\_\_\_.

Plaintiff



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