

ACKNOWLEDGMENT BY AN ADVOCATE

Shri....., Advocate

.....
.....

Dear Sir,

Please refer to your letter datedissued on behalf of your client
Shri.....S/o..... R/o

2. I as advocate duly authorised by Shri in this regard, acknowledge the liability
to pay the said amount of Rs(Rupees.....) due from my client to Shri.....of
.....

Yours faithfully,

.....

Date.....

ADOPTION DEED BY A HINDU WIDOW

THIS DEED OF ADOPTION is made on the.....day of.....at.....by Smt. X widow of Late Shri Y, aged.....and resident of.....

WHEREAS

(i) My husband Y died on.....without leaving any son, son's son, or son's son's son.

(ii) That my husband Y had given me authority to adopt a boy of to adopt my choice by a deed dated the.....; registered at No..... dated with the office of Sub Registrar.....

(iii) I have adopted Z son of..... aged..... resident of..... as my son and the father of said Z has given his son Z to me in adoption.

(iv) The physical act of giving and taking in adoption of Z has been completed on at my residence along with Datta Homam and other religious ceremonies in the presence of relatives and friends.

Now I Smt. X hereby declare that I have adopted the said Z as my son and the said Z shall have all the legal rights of adopted son of my husband's family and he will be vested with all the rights in the property left by Y aforementioned. I have executed this deed of adoption with my free consent.

IN WITNESS WHEREOF I HAVE executed this deed of adoption on the day and the year first above written in the presence of the witnesses.

WITNESSES

1.

Executant

2.

AUTHORITY BY HUSBAND TO TAKE IN ADOPTION

I..... S/oresident of..... hereby authorise my wife Smt .
.....to adopt Shri.....son of.....after my death, and in case the said boy
dies before me, to adopt any other boy of my caste.....

Executant

AFFIDAVIT IN SUPPORT OF PETITION FOR DIVORCE WITHIN A PERIOD OF ONE YEAR OF MARRIAGE

In the Court of District Judge

Application Noof

In

Suit Noof

Smt. A

Applicant/Petitioner

Vs

Shri B.....

Opposite Party/Respondent

I, Smt. A, aged aboutyears, wife of Shriresident of
..... do solemnly affirm and state as follows:

- 1 That I am the petitioner in the above noted petition and as such fully acquainted with the facts deposed to below.
2. That I was married with Shriatwith Hindu rites and thereafter the petitioner went to reside atbeing the place of the respondent's residence.
3. That on the first night of the marriage, the respondent came drunk and started to quarrel with me on the ground that my father has not given sufficient dowry in marriage. I said to him that my father has given dowry as per his financial capability and he cannot give more dowry, and on this, the respondent started abusing me in the most

coarse and insulting language and started beating with his fists and cane. I was saved by the relatives present in the house, who came to attend the marriage.

4. That on the next day I came back to my father's residence.
5. That onthe respondent came to my father's place and requested me to come to his place and he promised that he shall behave properly in future. I accompanied him to his house on
6. That the respondent behaved properly for three days, and thereafter on the night ofhe came drunk and started to abuse me in the most vulgar and insulting language on the ground that why my father cannot give Rsto him for starting business.
7. That I came to know from the talks between the respondent and his friends that the respondent is engaged in smuggling of gold, drugs, etc., and he remains in the company of the smugglers.
8. That on the night ofthe respondent without provocation, threw a knife at me, thereby inflicting a severe wound in my right hand and kicked off the kettle; in which water for preparation of tea for the respondent's brothers was being boiled causing severe burns on my left hand.
9. That due to great and continued cruelty practised on me by the respondent, I left his house on and came to the house of my father atand from and after the said date I am living separately.
10. That I have not submitted any application under section 14 of the Hindu Marriage Act, 1955 to present the petition before the expiry of one year since the date of marriage, before this court or any other court.
11. That there is no living children of the marriage.

12. That the attempts for reconciliation were made by the relatives of both the parties during the months ofbut there is no reasonable probability of reconciliation between the parties.

13. That the above circumstances show that my case is one of exceptional hardship to me and in the interest of justice, I should be granted a decree of divorce with the respondent and for that purpose may be allowed to submit application for divorce before the elapse of one year since the date of marriage.

I Smt. A, above named do hereby verify that the contents of paragraphs 1 to 12 are true to my knowledge and the contents of paragraph 14 are based on legal advice, which I believe to be true. Nothing material has been concealed and no part of it is false. So help me God.

Verified aton thisday of20

Date

Deponent

Precedent No. 2

AFFIDAVIT: ISSUE OF NOTICE

BEFORE THE HON'BLE SUBORDINATE JUDGE'S COURT,

E.P. No..... of 20

In

O.S. No.....of 20

Decree-Holder:

Vs.

Judgment-Debtors:

AFFIDAVIT

I,.....,

S/o ,.....

aged..... years,

General Manager Pvt. Ltd.,..... do

hereby solemnly affirm and state as follows:—

1. I am the General-Manager of the Decree-Holder Company. I am well acquainted with the facts of the case stand fully competent and duly authorised to swear to this affidavit on behalf of the Petitioner-decree holder.
2. It is respectfully submitted that the property of the judgment-debtors has already been attached in execution as per the order dated I.A. No of this Hon'ble Court. The judgment-debtors, inspite of having

sufficient means, are deliberately not making payment in discharge of the decree-debt. It was very well possible for them to pay the decretal amount in lump sum had they wanted to do so, but are defaulting deliberately. Therefore, the best possible option to exercise in the present situation would be to bring about the sale of the judgment-debtor's attached property.

3. It is, therefore, just and necessary that this Hon'ble Court may be pleased to bring the attached properties scheduled to the accompanying application to sale by issuing Order XXI, rule 66 notice to them.

It is verified that the facts stated above are true to the best of my knowledge, information and belief.

Sd./

Deponent

Verification

I, the abovenamed deponent, verify that the contents of this affidavit are true to the best of my knowledge, belief and as per the information received by me by experts and nothing material has been concealed therefrom.

Date:

Place:

Sd./

Deponent

Signed and affirmed before my presence by the abovenamed deponent who personally known to me, on this the...day of, 20

Sd./

Counsel for the deponent

Note.—Affidavit to be attested by the appropriate authority prescribed under law.

An application for adjournment

**IN THE COURT OF THE CIVIL JUDGE, SENIOR DIVISION, PUNE
AT PUNE**

Civil Suit No.

Shri __. M __. K __.D __. _ Plaintiff

Vs

Shri __. S __. T __.D __. _ Defendant

AN APPLICATION FOR ADJOURNMENT

The defendant above-named submits this application praying to state as under:

1. That the plaintiff has filed the present against this defendant for declaration and temporary injunction.
2. That the defendant has already submitted his written statement to the said plaint.
3. That the said matter has today, the....day of,.....2010...been fixed for recording the evidence of this defendant.
4. That, however, since has met an accident on..... 2009, and still bed ridden, it will not be possible for the defendant to remain in this Hon'ble Court today as well as during the next one fortnight.
5. That in the circumstances, it is prayed that the matter may kindly be postponed to the next suitable date.

Pune,

Sd/- xXx

Dated:_____

ADVOCATE FOR THE DEFENDANT

An application for interim injunction

HIGHLIGHTS

The provision is under Order XXXIX, Rule 1 of the Civil Procedure Code. The meaning of the word interim is in the meanwhile, and an injunction means a written order from the court of law, demanding that something shall be or shall not be done.

The relevant provisions are as follows:

TEMPORARY INJUNCTIONS

1. Cases in which temporary injunction may be granted - Where in any suit, it is proved by affidavit or otherwise-

(A) That any property in dispute in a suit is in danger of being wasted, damaged or alienated by any party to the suit, or wrongfully sold in execution of a decree, or

(B) That the defendant threatens, or intends, to remove or dispose of his property with a view to defrauding his creditors,

(C) That the defendant threatens to dispossess the plaintiff or otherwise cause injury to the plaintiff in relation to any property in dispute in the suit, the Court may by order grant a temporary injunction to restrain such act, or make such other order for the purpose of staying and preventing the wasting, damaging, alienation, sale, removal or disposition of the property or dispossession of the plaintiff, or otherwise causing injury to the plaintiff in relation to any property in dispute in the suit as the Court thinks fit, until the disposal of the suit or until further orders.

2. Injunction to restrain repetition or continuance of breach -

(1) In any suit for possession for restraining the defendant from committing a breach of contract or other injury of any kind, whether compensation is claimed in the suit or not, the plaintiff may, at any time after the commencement of the suit, and either before or after judgment, apply to the Court for a temporary injunction to restrain the defendant from committing the breach of contract or injury of a like kind arising out of the same contract or relating to the property or right.

(2) The Court may by order grant such injunction, on such terms as to the duration of the injunction, keeping an account, giving security, or otherwise, as the Court thinks fit.

(2-A) Consequence of disobedience or breach of injunction -

In the case of disobedience of any injunction granted or other order made under rule 1 or rule 2 or breach of any of the terms on which the injunction was granted or the order

made, the Court granting the injunction or making the order, or any Court to which the suit or proceeding is transferred, may order the property of the person guilty of such disobedience or breach to be attached, and may also order such person to be detained in the civil prison for a term not exceeding three months, unless in the meantime the Court directs his release.

No attachment made under this rule shall remain in force for more than one year, at the end of which time, if the disobedience or breach continues, the property attached maybe sold and out of the proceeds, the Court may award such compensation as it thinks fit to the injured party and shall pay the balance, if any, to the party entitled thereto.

(3) Before granting injunction, the Court to direct notice to the opposite party - The Court shall in all cases, except where it appears that the object of granting the injunction would be defeated by the delay, before granting an injunction, direct notice of the application for the same to be given to the opposite party:

Provided that, where it is proposed to grant an injunction without giving notice of the application to the opposite party, the Court shall record the reasons for its opinion that the object of granting the injunction would be defeated by delay, and require the applicant -

(a) to deliver to the opposite party, or to send to him by registered post, immediately after the order granting the injunction has been made, a copy of the application for injunction together with -

- (i) a copy of the affidavit filed in support of the application;
- (ii) a copy of the plaint; and
- (iii) copies of documents on which the applicant relies, and

(b) to file, on the day on which injunction is granted or on the day immediately following that day, an affidavit stating that the copies aforesaid have been so delivered or sent.

(3-A) Court to dispose of application for injunction within thirty days -

Where an injunction has been granted without giving notice to the opposite party, the Court shall make an endeavour to finally dispose of the application within thirty days from the date on which the injunction was granted; and where it is unable so to do, it shall record its reasons for such inability.

(4) Order for injunction may be discharged, varied or set aside - Any order for an injunction may be discharged, or varied, or set aside by the Court, on application made thereto by any party dissatisfied with such order:

Provided that if in an application for temporary injunction or in any affidavit supporting such

application, a party has knowingly made a false or misleading statement in relation to a material particular and the injunction was granted without giving notice to the opposite party, the Court shall vacate the injunction unless, for reasons to be recorded, it considers that it is not necessary so to do in the interest of justice:

Provided further that where an order for injunction has been passed after giving to a party an opportunity of being heard, the order shall not be discharged, varied or set aside on the application of that party except where such discharge, variation or setting aside has been necessitated by a change in the circumstances, or unless the Court is satisfied that the order has caused undue hardship to that party.

(5) Injunction to corporation binding on its officers - An injunction directed to a corporation is binding not only on the corporation itself, but also on all members and officers of the corporation whose personal action it seeks to restrain.

An application for succession certificate

IN THE COURT OF THE CIVIL JUDGE, SENIOR DIVISION,

Succession Application No. _____ / 2010_

Shrimati WIDOW,)
Age 40 years, occupation - service,) Applicant
Resident of 1000 Kasba Peth,)
)

AN APPLICATION FOR THE GRANT OF SUCCESSION CERTIFICATE

The applicant above-named submits this application, praying to state as follows:

1. That the applicant is ordinarily a resident of the within mentioned address, and she has been staying in Mumbai since her birth.
2. That Shri XYX, who died at Mumbai on....., was the husband of the present applicant.
3. That the said deceased died intestate, and due and diligent search has been made for his will, but nothing has been found.
4. That the said deceased at the time of his death was working as a Technician at the National Chemical Laboratory, Pashan, Mumbai.
5. That the present applicant and the said deceased have no child.
6. That the said deceased at the time of his death left behind him surviving as his widow, the present applicant.
7. That the present applicant as the widow of the said deceased claims to be entitled to 100% share of the estate.
8. That there is no impediment under section 370 of the Indian Succession Act, or under any other provision of the said Act, or any other enactment to the grant of the succession certificate or the validity thereof, if it were granted.

9. That the applicant has truly set forth in the Schedule hereto the securities in respect of which the certificate is applied for, and the succession certificate is required for the purpose of claiming pensionary benefits from the National Chemical Laboratory, Pashan, Mumbai, where the deceased was working as a Technician, and the said assets in respect of which the succession certificate is required are under the value of Rs. 2,50,000/-.

10. That no application has been made to any other court of law for probate of any will of the said deceased or for letters of administration with or without the will annexed to his property and credits.

11. That no application for the grant of succession certificate in respect of any debt or security belonging to the estate of the said deceased has been made to any other court of law.

12. That the applicant, therefore, prays that a succession certificate may kindly be granted to the applicant in respect of the debts and securities set forth in the schedule hereto.

Mumbai,

Sd/- WIDOW

APPLICANT

Dated: _____.

Sd/- xXx

ADVOCATE FOR APPLICANT

VERIFICATION

I, Smt. WIDOW, the present applicant, do hereby state on solemn affirmation that the contents of this application in paras 1 to 12 are true and correct to the best of my knowledge and belief, so I have signed hereunder.

Sd/- WIDOW APPLICANT

AGREEMENT FOR CONCILIATION OF DISPUTES

This Agreement made at.....on this.....day of.....20...between X son of resident of.....(hereinafter referred to as "the party of the FIRST PART") (which expression shall unless it be repugnant to the context or meaning thereof, include his heirs, executors, administrators, legal representatives and assigns) and Y son of Shri.....resident of.....(hereinafter referred to as "the party of the Second Part") (which expression shall unless it be repugnant to the context or meaning thereof, include his heirs, executors, administrators, legal representatives and assigns).

WHEREAS the party of First Part has entered into a contract to supply.....to the party of the Second Part.

AND WHEREAS the differences and disputes have arisen between the said parties above mentioned relating to quality of goods supplied by the party of the First Part.

AND WHEREAS the party of the Second Part has not made full payment to the party of the First Part and the parties hereto could not settle the disputes mutually.

AND WHEREAS the parties have agreed to refer their disputes to the conciliation of one conciliator Shri

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

(1) All the disputes between the parties relating to the supply of.....shall be referred to conciliation of sole conciliator Shri.....for his final determination.

(2) Each party shall submit to conciliator a brief written statement describing the general nature of the dispute and points at issue. Each party shall send a copy of such statement to the other party. If the conciliator requests for submission of a further written statement of his position and the facts and grounds in support thereof, supplemented by any documents and other evidence that such party deems appropriate, he shall submit the said written statement, etc. The party submitting such written statement, shall send a copy of such statement, documents and other evidence to the other party

(3) The conciliator shall assist the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute.

(4) The conciliation proceedings shall be held at such place as determined by the conciliator, after consultation with the parties, having regard to the circumstances of the conciliation proceedings.

(5) The parties shall cooperate with the conciliator. Each party shall endeavour to comply with requests by the conciliator to submit written materials, provide evidence and attend meetings.

(6) Both the parties may arrange for administrative assistance during the conciliation proceedings as required by the conciliator.

(7) If during the conciliation proceedings, it appears to the conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties, for their observations.

After receiving the observation of the parties the conciliator may reformulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written agreement. On the parties signing the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

(8) On execution of settlement or agreements, the conciliator shall authenticate the said agreement and furnish a copy thereof to each of the parties.

(9) The cost of conciliation shall be fixed by the conciliator and give written notice thereof to the parties. The costs of conciliation shall be borne by the parties in equal shares.

In witness whereof the parties have signed these presents hereof, the day, month and year first hereinabove written.

Witnesses

1. Signed and delivered by X

2. Signed and delivered by Y

ARBITRATION AGREEMENT AMONG MEMBERS OF H.U.F.

This agreement made on this _____, 2000 at _____ between:

1. Mr. KC aged about ____ years s/o Mr. JN r/o _____, hereinafter called the 1st party.
2. Mr. PC aged about ____ years s/o Mr. KC r/o _____, hereinafter called the 2nd party.
3. Mr. JL aged about ____ years s/o Mr. KC r/o _____, hereinafter called the 3rd party.
4. Km. KV aged about ____ years d/o Mr. KC r/o _____, hereinafter called the 4th party.

5. Mr. JN aged about ____ years s/o Mr. KC r/o _____, hereinafter called the 5th party.

Whereas the above parties are members of a Joint Hindu family and has joint assets and business.

And whereas differences have arisen among the parties in

connection with their rights in assets and business.

And whereas the parties are not agreed in connection with division of assets and business.

And whereas parties have named also claim regarding acquiring of certain properties out of their personal resources, which are not to be divided.

And whereas parties have agreed to refer the matters to two arbitrators namely:

(i) Mr. PK aged about ____ years s/o Mr. JN r/o _____, and

(ii) Mr. KL, aged about ____ years s/o Mr. JK, r/o _____.

NOW THIS AGREEMENT WITNESSES AS UDNER :-

1. That arbitrators shall decide the value of the joint family property and shall determine the division of the same among the members.

2. That the arbitrators shall determine the assets and shall determine the value of the goodwill of the business and shall distribute the same among the parties.

3. That the arbitrators shall divide the business and family property among the parties in the manner they decide.

4. That the arbitrators shall determine the share of unmarried daughter, which shall be given to 1st party for safe custody and give her after her marriage.

5. The arbitrate shall be entitled to award compensation in money form one party to another in order to equalize the share.

6. That the arbitrators shall be entitled to sell the property, which is not divisible and distribute the sale proceed among the parties.

7. The arbitrators shall also be entitled to partition any of the joint family property, build the structure or demolish any of them as they may think fit.

8. That the arbitrators, may issue notices in writing, mentioning the date and place of hearing, on which date the parties are bound to attend for providing evidences in connection with their claims.

9. That the arbitrators shall be entitled to appoint an accountant for accounting purposes, whose remuneration shall be included in the arbitrators fee, which they will charge.

10. That the arbitrators award shall be final and binding on all the parties, their successors, assignees and legal representatives.

11. If the arbitrators differ, they will appoint an umpire whose decision shall be find.

The above named and parties do hereby agree to all the terms and conditions mentioned above without any duress, coercion or undue influences and after fully understanding the terms and conditions of this deed of arbitration and bind ourselves, our heirs, assignees and legal representatives , and do hereby put our hands on this _____, 2000 in the presence of the following witnesses:

Witnesses:

1. Name. 1st party

Address. 2nd party

.. 3rd party.

2. Name. 4th party.

Address. 5th party.

ARBITRATION AGREEMENT REFERRING THE MATTERS IN DISPUTE TO A SINGLE ARBITRATOR

THIS AGREEMENT made at.....on this.....day of.....20between A, son of B, resident of.....hereinafter referred to as "the party of the FIRST PART" (which expression shall unless it be repugnant to the context or meaning thereof include his heirs, executors, administrators, legal representatives and assigns) and C, son of D, resident of.....hereinafter referred to as "the party of the SECOND PART" (which expression shall unless it be repugnant to the context or meaning thereof include his heirs, executors, administrators, legal representatives and assigns).

WHEREAS the aforesaid parties are trading as partners under the Parties as firm name and style of M/s.....at under an Agreement of partners Partnership dated.....(hereinafter referred to as the said Agreement).

AND WHEREAS disputes and differences have arisen between the said parties in respect of the, business carried on in partnership.

AND WHEREAS the parties have agreed to refer their disputes to arbitration of Shri.....under the terms and conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

(1) All disputes and differences between the parties hereto relating to or touching their respective rights, duties and liabilities under the said agreement are hereby referred to the final determination and award of the said arbitrator Shri.....

(2) The arbitrator shall take into possession the books and documents of the partnership and shall remain with him and he shall release the said books and documents to the parties after the publication of the award.

(3) The parties agree that they will cooperate with the arbitrator and the parties shall produce before the arbitrator all books, deeds, papers, accounts, writings and documents within their possession or control, which the arbitrator may require and call for. The arbitrator shall also be empowered to administer oath to the parties and witnesses appearing before him.

(4) If any party after reasonable notice, neglects or refuses to attend on the reference, the arbitrator shall be at liberty to proceed ex parte.

(5) The arbitrator shall be entitled to employ a chartered accountant for examining the accounts of the partnership, if he thinks necessary and the remuneration of the accountant as determined by the arbitrator shall be the costs in the, reference and to be paid by the parties as the arbitrator may direct in his award.

(6) The arbitrator shall record and keep minutes of the proceedings of arbitration and take notes of evidence of witnesses as may be produced by any of the parties or which the arbitrator shall deem fit to examine.

(7) This submission to arbitration shall be deemed to be a submission to arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

Kommentiert [P1]: Disputes arose between parties

Kommentiert [P2]: Agreement to refer disputes to arbitration

Kommentiert [P3]: Reference of disputes to arbitration

Kommentiert [P4]: Arbitrator to take possession of partnership books and documents

Kommentiert [P5]: Parties covenant to cooperate with arbitrator

Kommentiert [P6]: Proceeding ex-parte by arbitrator

Kommentiert [P7]: Employment of chartered accountant

Kommentiert [P8]: Arbitrator to keep record and minutes of proceedings

Kommentiert [P9]: Arbitration under Arbitration and Conciliation Act, 1996

(8) The arbitrator shall make his award within four months after entering the reference and the award shall be final and binding on the parties.

Kommentiert [P10]: Time for making award

(9) The arbitrator shall be paid a fee of Rs and such fees and the costs of this reference and other expenses incidental to the arbitration shall be in the discretion of the arbitrator, who may determine the amount or direct the same to be taxed between party and party, and shall direct by whom and to whom and in what manner, the same shall be borne and paid.

Kommentiert [P11]: Payment of fee to arbitrator

(10) If the award is not given within the stipulated period or the arbitrator dies, or becomes incapacitated due to illness or refuses to act, this agreement shall become null and void and the documents filed with the arbitrator shall be returned to the party producing the same.

Kommentiert [P12]: Agreement becoming void In certain circumstances

(11) The award of the arbitrator shall be filed in the court within one month from the date of signing of the award by the arbitrator and a decree shall be obtained In terms of the award.

Kommentiert [P13]: Filing of award In court

IN WITNESS WHEREOF the parties aforesaid have signed, these presents, the day and year first hereinabove written.

WITNESSES

- 1 Signed and delivered by A
- 2 Signed and delivered by C

ARBITRAL AWARD AS TO EASEMENTS, ETC.

I AWARD that the said passage yard and pump are the property of the said [*one party*] subject to the right of the said [*other party*] to the free use of water from the said pump in common with the said [*one party*] and of ingress and regress into and out of the said yard by and over the said stile for the purpose of fetching water therefrom and for all other purposes at his own free will and pleasure And I also award that the said pump shall in future be repaired at the joint expense of the said [*one party*] and [*other party*].

I AWARD that the said [*one party*] and his successors in title the owners and occupiers from the time being of the house known as No. _____ Street and his or their respective servants and licensees shall at all times hereinafter have and enjoy a right of passage on foot over and along a covered way or passage leading from _____ Street aforesaid towards _____ court unto and into the yard of the said [*one party*] behind and adjoining his said house No. _____ Street through a door in the wall belonging to the said [*other party*] which forms the boundary of the said yard on the west.

I AWARD that the said [*party*] and his successors in title the owners and occupiers for the time being of the said house and property known as _____ and his or their respective servants and licensees shall have and enjoy a right at all times and for all purposes connected with the use and occupation of the said house or any house to be hereafter erected on the said property as a private residence but not further or otherwise with or without carts carriages or wagons motor or other vehicle to go and return over and along the private road or way coloured brown on the plan annexed to this my award from the point marked _____ to the point marked _____ on the said plan the said [*party*] and his successors in title from time to time contributing one-fourth part of the expenses of maintaining the said road and the fences and gates thereof in good repair and condition.

I AWARD that the said [*party*] is entitled to the perpetual use of the four several windows now opened on the west side of the said building called _____ and the right to access of light and air to all such windows.

Signature

Arbital award of assignment of lease

I AWARD and direct that in consideration of Rs. _____ heretofore paid by the said [*purchaser*] to the said [*lessee*] and of Rs. _____ hereby directed to be paid by the said [*purchaser*] to the said [*lessee*] upon the execution of the deed of assignment hereinafter mentioned the said [*lessee*] shall as beneficial owner [*or trustee or mortgagee*] on the _____ day of _____ at the office of _____ the solicitor for the said [*purchaser*] execute a valid deed of assignment to the said [*purchaser*] of all his right title and interest in the unexpired residue of a term of _____ years granted by a lease dated the _____ day of _____ by [*landlord*] to the said [*lessee*] of certain premises heretofore occupied by the said [*lessee*] and [*other occupier*] as a shop and warehouse situate and being at [*place*] subject nevertheless to the rent covenants and conditions by and in the said lease reserved and contained. And I further award and direct that the said [*purchaser*] shall pay and satisfy all arrears of rent and taxes which have arisen accrued or become due for or on account of the said premises since the _____ day of _____.

Signature

ANTICIPATORY BAIL APPLICATION

Section 307, 392, 323, 143, 323, 143, 144, 147, 148, 149 of I.P.C.

IN THE HIGH COURT OF JUDICATURE AT-----

CRIMINAL APPELLATE JURISDICTION CRIMINAL

ANTICIPATORY BAIL APPLICATION NO.: - OF 2022

DISTRICT: ----

First Application for Anticipatory bail, in Hon'ble High Court u / s. 438 of Cr.P.C. in connection with

Police Station C. R. No. -----registered under Section **307, 392, 323, 143, 323, 143, 144, 147, 148, 149 of I.P.C.** and 37(1)135 of B. P. Act.

ABC ,) Age 45 years, Occ. Business,)

Navin Ali,)

Ramnagar, Dist. Thane) Applicant

Versus

THE STATE OF MAHARASHTRA)

[Ramnagar Police Station]) Respondent

TO,

THE HONORABLE CHIEF JUSTICE AND THE OTHER HONORABLE
COMPANION JUDGES OF THE HONORABLE HIGH COURT OF
JUDICATURE AT BOMBAY.

THE HUMBLE APPLICATION OF THE APPLICANT ABOVENAMEDMOST
RESPECTIFULLY SHEWETH:

1. The Applicants approaches this Hon'ble Court with the prayer that this Hon'ble Court may be pleased to exercised its jurisdiction under section 438 of Cr. P. C. and this Hon'ble court may be pleased to release the Applicant above named on bail on any suitable terms and conditions, as this Hon'ble Court may deem fit and proper, in the event of his arrest in connection with the Ramnagar East Police Station C. R. No. I – 123 / 2022 registered under Section 307, 392, 323, 143, 323, 143, 144, 147, 148, 149 of I.P.C. and 37(1)135 of B. P. Act.

2. The brief facts of the prosecution case as revels from F.I.R. are as under: The complainant Ramesh Rao, R/o. Ramnagar has lodged FIR against the applicant and others on 15/9/2022 at 4:30 a.m. in respect of the incident that allegedly took place on 15/9/2022 at 2:00 a.m. The complainant has alleged that he was having love affair with one Ashu, i.e. the daughter of the present applicant since last 6 month and when her parents came to know about the same, they stopped her college and tuitions since three month and therefore the complainant could not meet her and they were communicating on phone or through SMS. It is alleged that prior to 2 – 3 days the said Ashu asked the complainant to meet her on 15/9/2022 at 2:00 a.m. It is alleged that accordingly the complainant went near the house of said Ashu and was waiting for her; however she did not came. It is alleged that while the complainant was proceedings towards the house of the said Ashu i.e. Applicant's house, he was given blows by sharp edged weapon on his head and back and thereafter he fell down and he was assaulted by fist blows and at thattime he saw the faces of the assailants. It is alleged that at that time his gold chain and mobile was snatched. The complainant has alleged that 1) ABC, 2) DEF, 3) GHI, 4) JKL, 5) MNO, 6) PQR, 7) STU, 8) UWX and 9) YZA and some others were the person who assaulted him. The complainant further alleged that the accused thereafter took him near the house of ABC / Applicant and he was thrown there and thereafter Police came to the spot and he was taken to the Rural Hospital. The statement of complainant was recorded and offence was registered against the Applicant and others vide Ramnagar Police Station C. R. No. I – 123 / 2022 registered under Section 307, 392, 323, 143, 323, 143, 144, 147, 148, 149 of I.P.C. and 37(1)135 of B. P. Act. Here to annexed and marked as "Exhibit – A " is the Copy of the said F.I.R. in Ramnagar Police Station C. R. No. I – 123 / 2022.

3. The Applicant states that the FIR lodge by the complainant is absolutely false and on the contrary the complainant tried to outrage the modesty of one Ms. YZA i.e. the niece of the present applicant. She has contended that she slept in her house along with her family members on that day and she wake up at about 1:30 a.m. on 15/9/2013 for answering nature's call and while she was proceeding to bathroom, which is at a distance of 50 feet from her residence, one person i.e. Ramesh Rai hugged her from behind in indecent manner and she started shouting and her family members gathered and caught him. At that time while he was trying to escape, he felled down and sustained injuries on his head. At that time the Applicant made phone call to police and they took Ramesh along with them and the complainant thereafter lodged FIR against said Ramesh Rai and on the basis of said complaint offence came to be registered against said Ramesh Rai vide Ramnagar East Police Station C. R. No. I – 456 / 2022 under Section 354 of I.P.C. Here to annexed and marked as "Exhibit – B" is the Copy of the said F.I.R. in Ramnagar Police Station C. R. No. I – 456 / 2022

4. The Applicant states that after the said incident one YZA (sister in law of the Applicant) called the police to the said spot and she immediately went to the Police Station; however instead of recording complaint of YZA, the Police first recorded the complaint of said Ramesh Rai and initially the YZA was made to sit in the Police Station and then she was arrested and some other accused were also came to be arrested

5. The Applicant states that the Applicant was a councilor of Ramnagar Municipal Council in the last term and presently his wife is the councilor of said Council. The Applicant states that the Applicant is a active worker of Shivsena Party and he is also associated with various social and welfare activities in Ramnagar. The Applicant is falsely implicated in the alleged offence on account of political motive.

6. The Applicant states that in the circumstances the Applicant preferred an Application for Anticipatory bail bearing No. 555 / 2022 and after hearing both the side the Ld. Addl. Sessions Judge, Kalyan by an Order dated 30/9/2022 rejected the said Application. The Copy of the said Order dated 30/9/2022 passed by the Ld. Addl. Sessions Judge, Kalyan below Exh. 1 in Cri. Anticipatory Bail Appln. No. 555 of 2022 is annexed herewith and marked as "Exhibit – B".

7. The Applicant states that the investigation of the offence has been practically completed considering the facts and circumstance it cannot be said that any offence u/s. 307 has been made out by the complainant. The applicant states that for the reasons stated above the applicant above named has reasons to believe that he may be arrested by the police on the accusation of having committed anon-bailable offence and therefore the Applicant approaches this Hon'ble Court for releasing him on bail in the event of his arrest (anticipatory bail) on the following amongst many others grounds, which are pleaded without prejudice to one another:

GROUND

1. That the Applicant is innocent and he is falsely implicated in the alleged offence. He has nothing to do with the alleged offence.
2. That assuming the allegations made by the prosecution true for the sake of argument, the incident occurred in such situation that it can be seen that there was neither any motive nor intention to kill the complainant and as such the present applicant cannot said to have committed an offence punishable u/s. 307 of I.P.C.
3. That the Complainant is residing at Apte Wadi and where as the accused Applicant are residing at Navin Shinde Wadi and considering the distance, there was no reason for the complainant to come near the residence of the Applicant at about 2:00 a.m. and that itself show the mala fide intentions of the complainant.
4. That the complainant was admitted in hospital from 15/9/2022 to 26/9/2022 and he has been discharged from the hospital and even injuries sustained by him are not serious. That apart the alleged weapons of assault and the mobile has been recovered and as such the presence of the applicant for custodial interrogation is not necessary.
5. That no overt act what so ever has been attributed to the present applicant
6. That taking in to consideration the totality of the circumstance by no stretch of imagination it can be said that the applicant can be held guilty of the offence punishable u/s. 307 of I.P.C. punishable with death or imprisonment for life.

7. That the Applicant is residing at the address mentioned herein above, along with his family and as such he will not abscond anywhere if he is released on bail.

8. The Applicant undertakes that he shall make himself available for interrogation by the police officer, in connection with this offence as and when required.

9. That the Applicant was elected as councilor of Ramnagar Municipal Council and he has been implicated in the said offence with some mala fide political motive;

10. That offence u/s. 354 of IPC is registered against the Complainant and it was the Applicant's sister in law, who made a phone call to the Police for informing the said incident to police and only on the basis of phone call made by her, the Police visited the spot.

11. That as per the observation of medical officer, the complainant sustained the injury due to blunt object and it falsifies the allegation of the complainant that the injury was caused by a sharp edged weapon and considering the nature and place of injury the allegations made by the complainant that he was assaulted from the back side are apparently false and on the contrary it support the story narrated by Ms. Varsha.

12. That the Applicants craves leave to add, alter or amend any of the ground aforesaid.

13. That the accused Applicants are ready and willing to furnish reasonable surety that this Hon'ble court deem fit.

14. That the Applicant is ready and willing to abide by the terms and conditions put by this Hon'ble court, if he is released on anticipatory bail.

15. That the accused Applicant will not misuse the liberty and will not tamper the evidence.

16. That there are no criminal antecedents against the Applicant.

17. No other application is filed in Supreme Court or any other Court regarding the Subject matter. In the circumstances aforesaid the Applicants prays that,

a) The Accused Applicants above named may please be released on bail in the event of his arrest in connection with nagar Police Station C. R. No. I – 123 / 2022 registered under Section 307, 392, 323, 143, 323, 143, 144, 147, 148, 149 of I.P.C. and 37(1)135 of B. P. Act. on such terms and condition as this Honourable Court may deem fit and proper.

b) That pending the hearing and final disposal of this application the applicant be released on interim bail in the event of his arrest, in connection with the Ramnagar Police Station C. R. No. I – 123 / 2022 registered under Section 307, 392, 323, 143, 323, 143, 144, 147, 148, 149 of I.P.C. and 37(1)135 of B. P. Act on such terms & conditions as this Hon'ble court deem fit and proper;

c) Ad-interim relief, in terms of prayer clause (b) above, d) And for such other and further relief as the nature and circumstance of the case may require.

AND FOR WHICH ACT OF KINDNESS AND JUSTICE, THE APPLICANT SHALL AS IN DUTYBOUND EVER PRAY. MUMBAI DATED: / / 20 Applicant
-----Advocate for the Applicant

VERIFICATION

I Shri. ABC, Age - 45 years, the Applicant above named, residing at village Ramnagar, Dist. Thane do hereby state on solemn affirmation that what is stated in the above paragraphs is true & correct to the best of my knowledge & information, which I believe to be true. Mumbai Date: / / 20 Applicant I know the deponent. Advocate for Applicant

**APPLICATION FOR ANTICIPATORY BAIL
BEFORE HIGH COURT**

In the High Court at

(Criminal Miscellaneous Jurisdiction)

In the matter of an Application for anticipatory bail under section 439, Cr
PC

Shri.....

son of Shri.....

residing at.....

.....
Petitioner

versus

The State
Respondent

To

Chief Justice and His Companion Justices of the Hon'ble Court

The humble petition of, the petitioner above-named

RESPECTFULLY SHOWETH:-

1. That petitioner being an eminent trader with a long-standing business in
..... and being an income-tax and sales-tax assessee.

2. Petitioner permanently reside in

3. Due to personal enmity, my neighbour, Mr, lodged a vexatious complaint against the petitioner before police alleging hurt..

4. That factually complainant intends humiliating/harassing applicant and tarnishing his image in society..

5. Your petitioner fears that by said complaint the police may arrest petitioner by throwing the petitioner to mental harassment, trouble and physical inconvenience.

6. That the petitioner undertakes to obey all the terms/conditions as imposed upon him on order of bail.

7. That if anticipatory bail is not allowed the petitioner will suffer irreparable injury.

8. That the application is made bona fide and in the interest of justice.

The petitioner humbly prays that Your Lordships may kindly please to instruct if petitioner being arrested concerning this case the petitioner will be released on bail immediately/or may pass such other order/orders as Your Lordships may deem proper and fit.

And your petitioner is duty bound, shall ever pray.

Advocate.

Signature of Petitioner.

Verification

I, Shri..... son of
Shri....., by occupation business,
residing
at.....
..... do hereby solemnly affirm and say as follows:

1. I am the petitioner above-named. I know the facts of this case and I am able to depose thereto.

2. The statements in paragraphs 1 to 8 in the foregoing petition are true to my knowledge and belief.

3. I sign this verification on the day..... in

Solemnly affirmed by the said Shri.....day of in the
Court at .

DEPONENT

AFFIDAVIT

IN THE COURT OF.....

Suit No..... /200

In the Matter of

AB..... Plaintiff/Petitioner

versus

CD..... Defendant/Respondent

AFFIDAVIT

I..... resident of.....
..... do hereby solemnly affirm and declare as under: -

1. That I am the..... in this case and hence competent to swear this affidavit.
2. That the contents of the accompanying application are true and correct.

DEPONENT

VERIFICATION

Verified at..... on this..... day of that
the contents of the above affidavit are true and correct to my knowledge.

DEPONENT

AFFIDAVIT IN SUPPORT OF STAY APPLICATION

IN THE HIGH COURT OF.....

C. M. P. No..... of 19.....

in

Civil Writ Petition No..... of 19.....

In the matter of.....

and In the matter of.....

A. B..... Petitioner

Versus

C. D..... Respondents

1..... S/o Shri..... resident of..... do hereby solemnly affirm and declare as under:

1. That I am the proprietor of..... and therefore fully conversant with the facts of the present case and competent to swear this affidavit.

2. That the accompanying application for stay has been drafted by my counsel on my instructions and the facts stated therein are true and correct to my knowledge and belief based on the records of the respondents.

Deponent

VERIFICATION

I, the abovenamed deponent do hereby verify and declare that the facts stated in the above paragraphs of my affidavit are true to my knowledge, no part of it is false and nothing material has been concealed therefrom.

Verified at New Delhi on this..... day of..... 19

Deponent

CASE LAW

Section 151

DISMISSAL OF REVIEW PETITION.

Review petition dismissed for want of jurisdiction, observation therein unjustified and unwarranted¹.

BENEFIT OF ENHANCED COMPENSATION

To permit payment of deficit court-fee for recovering enhanced compensation after a lapse of almost six years under its inherent jurisdiction would encourage the practice of not paying the court-fee in the hope that as and when the valuation is determined in appeal the jurisdiction of the court can be invoked under Section 151 of the Code and the benefit of enhanced compensation can be reaped by making good the deficit court-fee².

ADDITIONAL EVIDENCE.

No cogent ground is shown to permit any additional evidence when no attempt to produce any evidence was made in any of the courts below up to the High Court or even here till conclusion of the hearing before us. The application is rejected³.

Sections 151, 114 and 33, O. 20, R. 1.

EXPUNGING REMARKS — STRICTURES AGAINST ADVOCATE GENERAL.

Held that the High Court has no jurisdiction to entertain the review petition; the Judge ought not to have commented on the professional conduct of the Advocate General and that too without an opportunity for him. The observations made and aspersions cast on the professional conduct of the Advocate General not only without jurisdiction but also they are wholly and utterly unjustified and unwarranted. Appeal allowed and all the remarks made against the Advocate General expunged. (Sections 151, 114 and 33—O. 20 R. 1)⁴.

CLAIMANTS PERMITTED TO CONTINUE LEGAL PROCEEDINGS IN SUIT—BECAUSE OF THAT ARBITRATION NOT STAYED.

There is valid arbitration agreement between the parties. In view of the direction of the Supreme Court the continuation of the arbitration of proceedings in respect of the filing of the suit would not be bad. In those circumstances if the court declined to exercise its jurisdiction under Section 151 of the Code to grant stay of the proceedings of arbitration in London, the court has not acted in excess of jurisdiction or has not exercised its jurisdiction improperly. In such a situation the Appellate court should not normally interfere. In the premises it would have been improper to exercise any jurisdiction to interfere. There will be no stay of the arbitration in relation to the first contract only⁵.

1. A. M. Mathur v. Pramod Kumar Gupta, A. I. R. 1990 Supreme Court 1737: 1990 (1) J. T. 545: 1990(2) S. C. R. 110: 1990(2) S. C. C. 533.

2. Scheduled Caste Co-op Land Owning Society Ltd. v. Union of India, A. I. R. 1991 Supreme Court 730: 1991 (1) S. C. C. 174: 1990(4) J. T. 1.

3. Shiv Chander Kapoor v. Amar Bose, A. I. R. 1990 Supreme Court 325: 1989 (4) J. T. 471: 1989 Supp. (2) S. C. R. 299: 1990 (1) S. C. C. 234.

4. A. M. Matnur v. Pramod Kumar Gupta, A. I. R. 1990 S. C. 1737.

5. National Agricultural Cooperative Marketing Federation of India Ltd. v. Alimanta S. A., A. I. R. 1989 S. C. 818: 1989 (1) Com. L. J. 147: 1988 (4) J. T. 721: 1989 (103) Mad. L. W. 474.

AFFIDAVIT IN SUPPORT OF THE PETITION FOR TRANSFER

IN THE SUPREME COURT OF INDIA

Affidavit

in

Transfer Petition No..... of 1986

..... Petitioner

versus

..... Respondents

Affidavit of..... son of Shri..... aged about..... years, resident of.....

I,..... deponent aforementioned, solemnly state and affirm as follows:

1. That I am the petitioner in the aforesaid transfer petition and as such am fully acquainted with the facts deposed to below.
2. That I have been read over and explained the contents of the accompanying transfer petition and those of this affidavit and have fully understood the same.
3. That the contents of paras 1, 2, 3, 4 and 6 of the transfer petition and those of paras 1 and 2 of this affidavit are true to my personal knowledge and those of para 5 of the transfer petition are based on legal advice which I believe to be true. That no part of this affidavit is false and nothing material has been concealed.

Verified this..... day of..... at.....

Deponent

CASE LAW

SCOPE OF THE SECTION

Under this section the Supreme Court has power to transfer a suit from one High Court to another in the ends of justice. What is expedient for the ends of justice will have to be judged upon the totality of facts and circumstances in a given case.¹

POWER OF HIGH COURT NOT MADE NUGATORY.

The power of High Court relating to transfer of cases under section 23(3) does not stand superseded, i.e., it is not rendered nugatory in view of the amended section 25.2

ESSENTIALS TO MOVE APPLICATION FOR TRANSFER OF CASE IN SUPREME COURT

A Transfer petition in the Supreme Court may be moved after notice or motion to the parties to a suit or proceeding, in the form of a petition supported by an affidavit. If the Supreme Court finds that the application was frivolous or vexatious, it would naturally dismiss it and also can award compensation to the opposing party a sum not exceeding two thousand rupees. What is expedient in the ends of justice will be judged upon the totality of facts and circumstances in a given case.³

Section 25

TRANSFER PETITION

In a transfer petition for transfer of matrimonial proceedings the convenience that has to be prevail is the convenience of wife and the issue of marriage.⁴

Section 25

REJECTION OF TRANSFER PETITION.

The transfer petition is not liable to be rejected merely on ground that wife has come to court with unclean hands.⁵

1. Arvee Industries v. Ratanlal Sharma, A.I.R. 1977 S.C. 2429: 1978 (1) S.C.R. 418: 1978 (1) Rent L.R. 27: 1977 (4) S.C.C. 363: 1977 Cur.L.J. (Civil) 588: 1977 Rev.L.R. 657: 1977 Punj.L.J. 434.
2. A.I.R. 1980 Bom. 337: 1980 Hindu L.R. 400: 1980 Mah.L.J. 269.
3. Arvee Industries v. Ratan Lal, A.I.R. 1977 S.C. 2429: (1977) 4 S.C.C. 363.
4. Rachna Kanodia v. Anuk Kanodia, 2001 (4) CCC 116 (SC).
5. Raj Laxmi Sharma v. Dilip Kumar Sharma, AIR 2000 SC 3572.

Classification of Offences

Section	Cognizable or Non-cognizable	Bailable or Non-bailable	By what Court triable
120-B	According as the offence which is the object of conspiracy is cognizable of non-cognizable	According as the offence which is the object of conspiracy is bailable or non-bailable	Court by which abetment of the offence which is the object of conspiracy is triable
124	Cognizable	Non-bailable	Court of session
143	Cognizable	Bailable	Any Magistrate
148	Cognizable	Bailable	Magistrate of the first class
149	According as the offence is cognizable or non-cognizable	According as the offence is bailable or non-bailable	Court by which the offence is triable
150	Cognizable	According as the offence is bailable or non-bailable	Court by which the offence is triable
152	Cognizable	Bailable	Magistrate of the first class
157	Cognizable	Bailable	Any Magistrate
158	Cognizable	Bailable	Any Magistrate
171-E	Non-cognizable	Bailable	Magistrate of the first class
172, 173, 174, 177	Non-cognizable	Bailable	Any Magistrate
193	Non-cognizable	Bailable	Magistrate of the first class
200	Non-cognizable	Bailable	Court by which of the offence of giving false evidence is triable
203	Non-cognizable	Bailable	Any Magistrate
209	Non-cognizable	Bailable	Magistrate of the first class
216-A	Cognizable	Bailable	Magistrate of the first class
255	Cognizable	Non-bailable	Court of session
302, 304	Cognizable	Non-bailable	Court of session
304A	Cognizable	Bailable	Magistrate of the first class
304B	Cognizable	Non-bailable	Court of session
307, 308	Cognizable	Non-bailable	Court of session
309	Cognizable	Bailable	Any Magistrate
311	Cognizable	Non-bailable	Court of session
312	Non-cognizable	Bailable	Magistrate of the first class
313	Cognizable	Non-bailable	Court of session
323	Non-cognizable	Bailable	Any Magistrate
324, 325	Cognizable	Bailable	Any Magistrate
326, 327	Cognizable	Non-bailable	Magistrate of the first class
333	Cognizable	Non-bailable	Court of session
341, 342, 354	Cognizable	Bailable	Any Magistrate
363	Cognizable	Bailable	Magistrate the first class
364, 364A 366, 366A 366B	Cognizable	Non-bailable	Court of session

376	Cognizable	Non-bailable	Court of session
376A	Non-cognizable	Bailable	Court of session
376C	Cognizable	Bailable	Court of session
376D	Cognizable	Bailable	Court of session
377	Cognizable	Non-bailable	Magistrate of the first class
379, 380, 381, 384	Cognizable	Non-bailable	Any Magistrate
392, 393	Cognizable	Non-bailable	Magistrate of the first class
395, 396	Cognizable	Non-bailable	Court of session
406, 407, 409	Cognizable	Non-bailable	Magistrate of the first class
411	Cognizable	Non-bailable	Any Magistrate
417	Non-cognizable	Bailable	Any Magistrate
420	Cognizable	Non-bailable	Magistrate of the first class
426	Non-cognizable	Bailable	Any Magistrate
447, 448, 451	Cognizable	Bailable	Any Magistrate
452	Cognizable	Non-bailable	Any Magistrate
465	Non-cognizable	Bailable	Magistrate of the first class
467	Non-cognizable	Non-bailable	Magistrate of the first class
468	Cognizable	Non-bailable	Magistrate of the first class
477A	Non-cognizable	Bailable	Magistrate of the first class
489A	Cognizable	Non-bailable	Court of session
493	Non-cognizable	Non-bailable	Magistrate of the first class
494, 495, 496, 497	Non-cognizable	Bailable	Magistrate of the first class
498A	Cognizable	Non-bailable	Magistrate of the first class
500	Non-cognizable	Bailable	Court of session
506	Non-cognizable	Bailable	Any Magistrate

**Application for condonation of delay in filing the application for Revision before
the Hon'ble High Court Court/Sessions Court**

IN THE HIGH COURT OF JUDICATURE AT
Criminal Misc. Application No. of
(Under Section 5 of the Indian Limitation Act)

In

Criminal Revision No.of 20.....
District.....

..... *...Applicant/Accused*

Versus

State of.....

..... *...Opposite Party*

To

The Hon'ble Chief justice and his companion Judges of the aforesaid Court.

The humble application on behalf of the applicant most respectfully sheweth as under:

1. That on facts stated in the accompanying affidavit it is just and expedient in the interest of justice that the Hon'ble Court may be pleased to condone the delay in filing the present Revision.

PRAYER

It is, therefore, most respectfully prayed that this Hon'ble Court may be pleased to condone the delay in filing the present revision and may also be pleased to pass such other and further orders as it deems fit in the circumstances of the case.

Date.....

Advocate for the Applicant

Application for Converting Petition under Section 482 Cr.P.C. into a Writ Petition

IN THE HIGH COURT OF JUDICATURE AT

Criminal Misc. Application No. of 20....

In

Criminal Misc. Petition No. of 20....

District.....

A.B..

...Petitioner

Versus

C.D.

...Respondents

To,

The Hon'ble Chief Justice and his other companion Judges of the aforesaid Court.

The humble applicant most humbly sheweth as under:

1. That the aforesaid petition, filed against the order of the Revisional Court,, was filed under Section 482 of the Criminal Procedure Code by mistake of the counsel for the applicant, though, in fact, only a writ petition lies against the said order .

2. That is the aforesaid circumstance it is just and necessary in the interest of justice that the Hon'ble Court may be pleased to correct the aforesaid application under Section 482 of Criminal Procedure Code into a writ petition under Article 226 of the Constitution of India. The requisite amount of the court fees is being filed along with this application.

PRAYER

It is, therefore, most respectfully prayed that the Hon'ble Court may be pleased to convert the present application under Section 482 Cr.P.C. into writ petition under Article 226 of the Constitution of India and may also be pleased to pass such other and further order as it deems fit in the circumstance of the case.

Dated.....

.....

Advocate for the Applicant

CHILD CUSTODY AGREEMENT

IN CONSIDERATION of the circumstances and reciprocal covenants laid down in this Custody Agreement and of such other good and valuable considerations, the reception and sufficiency of which is hereby acknowledged, the parties agree as follows:

WHEREAS the parties are the parents of the minor child concerned:

1. (MENTION NAME OF CHILD) , born on (MENTION DATE OF BIRTH OF CHILD)

WHEREAS the parties wish to enter into this Custody Agreement with a view to settling the child care and custody.

LEGAL CUSTODY AND DECISION MAKING-

The mother shall have sole and exclusive custody of the child and of all final decision-making bodies concerned with important issues affecting the welfare of the child, including but not limited to education, religion and health care. Notwithstanding the above, in each case (except in the event of an emergency) the father shall be given the opportunity to take part in the decision-making process as to any other important matters.

RESIDENTIAL CUSTODY & ACCESS RIGHTS-

The mother shall have the child in residential custody. As such, the child will be living at the residential address of the mother, and the mother will be entitled to child support, payable by the parent. In case of death of mother or in the event that the mother is otherwise unwilling or unable to carry out her duties as custodial parent for the child, the father shall assume all such duties as custodial parent.

Notwithstanding anything specified in or implied by the above, and subject to the provisions below concerning the access of the mother to the child, the father shall have access to the child in compliance with the schedule and conditions set out below (or as otherwise agreed upon by the parties on a per event basis).

The father will have no access to the child on any weekday, and will only have access to the child every other weekend (including 3 days per school schedule). The only exception to the above is:

1. FATHERS' DAY : The father shall have access to the child from [TIME] to [TIME] every Father's Day.
2. CHILD'S BIRTHDAYS : If the father would not otherwise have access to a child on his or her birthday, the father will have access to that child for up to [NUMBER] hours, however.
3. FATHER'S BIRTHDAYS : If on his birthday the father would not otherwise have access to the child, the father will nevertheless have access to the child for up to [NUMBER] hours. The parent shall have access to the child in year one (1) of this Agreement on the following holidays, and all other odd number years of this Agreement.
4. HOLIDAY (ODD) YEARS : The father shall have access to the child in year one (1) of this Agreement on the following holidays, and all other odd number years of this Agreement.
5. HOLIDAY (EVEN) YEARS : The father shall have access to the child in year two (2) of this Agreement on the following holidays, and in all other even number years of this Agreement.
6. VACATIONS : During the summer months the father shall have up to two (2) weeks of unrestricted access to the child for holiday, given that the father works with the mother in good faith and makes best use of reasonable efforts to plan such vacation on dates suitable for the mother.

The mother will always have access to the child where the father has no access. Furthermore, despite anything contained or implied in the foregoing:

1. MOTHERS' DAY : On every Mother's Day the mother must have access to the child from [TIME] to [TIME].
2. CHILD'S BIRTHDAYS : If the mother would not otherwise have access to a child on her birthday, then the mother will still have access to that child for up to [NUMBER] hours.
3. MOTHER'S BIRTHDAYS : When, on her birthday, the mother would not otherwise have access to the child, the mother will still have access to the child for up to [NUMBER] hours.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be concluded and properly delivered and effective as of the date of signature of this Agreement below by the last party.

(MOTHER)

_____ (DATE)

(FATHER)

_____ (DATE)

AGREEMENT

STATE OF _____) IN THE _____ COURT

) SS:

_____ COUNTRY) CAUSE NO _____

Petitioner,

and

Respondent.

AGREED ORDER ON CUSTODY

Come now the Petitioner, _____ and the Respondent,
_____ and agree as follows :

1. The parties have _____ minor child together,
_____ (name of minor child) D.O.B. ____/____/____

2. That the parties shall exercise joint or shared physical and legal custody of their child
(describe who the child will reside with and when, be sure to include any visitation the
other parent will be entitled to.)

3. The neither party shall pay child support to the other.

OR

4. That because of lack of income, the Petitioner/Respondent shall pay to the
Petitioner/Respondent the sum of _____ rupees
(rs. _____) per week or month for the support of the parties minor child.

NAME, Petitioner

NAME, Respondent

Deed of Family Settlement for Division of Properties Left by a Deceased between Son and Daughters Where Son Pays Money to Daughters

It is a settlement deed entered between the son and daughter, which ascertain the terms and conditions for the payment of the money or the division of the family properties between them.

This draft of 'Deed of Family Settlement for Division of Properties Left by a Deceased Between Son and Daughters Where Son Pays Money to Daughters' was downloaded from LawRato.com – Consult the best family lawyer at <http://lawrato.com/family-lawyers>

Draft of Deed of Family Settlement for Division of Properties Left by a Deceased Between Son and Daughters Where Son Pays Money to Daughters

This Deed of family arrangement is made at..... on this day of 20____, between A son of Shri..... resident of (Hereinafter called the FIRST PARTY) and Smt. B wife of Shri..... resident of (hereinafter called the Second Party) and Smt. C wife of Shri resident of (hereinafter called the Third Party) and Shri D son of resident of (hereinafter called the Fourth Party).

WHEREAS by his will dated E son of late Shri resident of appointed the fourth party as the executors thereof and gave his movable and immovable assets unto his children the first party, second party and the third party in equal shares.

WHEREAS The said E died on and the executors obtained the probate of the said will from the District Court on

WHEREAS the executor has paid the funeral and testamentary expenses of the testator and all his debts which have come to his knowledge out of the estate of the testator.

WHEREAS The estate of the said E now in the hands of the executors consists of the immovable property described in the First Schedule hereunder written and the investments, particulars whereof are described in the Second and Third Schedules hereunder written respectively.

WHEREAS the parties hereto of the first three parts are desirous that the first party shall receive the immovable property and the second party shall receive the investments specified in the Second Schedule hereunder written and that the third party shall receive the investments specified in the Third Schedule hereunder written as absolute owners.

Now This Deed Witnesseth As Follows:

1. The first party shall pay to each of the second and third parties, the sum of Rs.
2. On the making of payment as aforesaid, the executors shall assent to the vesting of the immovable property described in the First Schedule hereunder written in the first party as absolute owners.
3. The executors shall transfer the investment specified in Second and Third Schedules to the second and third parties respectively and they will become the absolute owners of the said investments.
4. It is expressly agreed by and between the parties hereto of the first three parts that they shall not claim any rights under the said will, save as hereinabove provided and they shall release and indemnify the executor from and against all actions, proceedings, claims and demands in respect of the assent and transfers hereinbefore agreed to be made.

In WITNESS Whereof the parties hereto have set and subscribed their hands to this writing, the day and year first hereinabove written.

The First Schedule above referred to;

(Description of immovable property)

The Second Schedule above referred to;

(Particulars of investments to be transferred to second party)

The Third Schedule above referred to;

(Particulars of investments to be transferred to third party)

Signed and delivered by the within named first party

Signed and delivered by the within named second party

Signed and delivered by the within named third party

Signed and delivered by the within named fourth party

Witnesses;

1.

2.

IN THE COURT OF THE _____ JUDGE AT _____

MATRIMONIAL CASE NO. _____ OF 20__

IN THE MATTER OF:

MRS. WI _____

PETITIONER

VERSUS

MR. HU _____

RESPONDENT

**PETITION FOR DECREE OF DIVORCE UNDER SECTION 13(1)(ia) OF
HINDU MARRIAGE ACT, 1955**

MOST RESPECTFULLY SHOWETH:

The Petitioner, above named states as under:

1. That marriage of the Petitioner and the Respondent was solemnized on _____ at _____ according to Hindu rites and ceremonies. The marriage was registered with the Registrar of marriages at _____. Certified copy of the extract from the concerned register is attached herewith as **Annexure P-1**.

2. That the status and place of residence of the Parties to the marriage before the marriage and at the time of filing this petition is given as under:

i) Place of residence before the Marriage

ii) Place of residence at the time of filing the Petition

3. That from the the marriage _____ couple has been blessed with one boy aged 3 years.

4. That the Petitioner and his wife were living together happily at the matrimonial house. That on _____ husband of the Petitioner has expelled the Petitioner after merciless beatings, when she questioned him about his drunken nature and misusing of money for drinking liquor with his friends.

5. The Petition has not in any manner necessary to or condoned the acts complained of or connived at, but the Respondent is treating the Petitioner with cruelty after immediately after two weeks of solemnization of the marriage.

6. The Petition is not being presented in collusion with the respondent.

7. The Petition is being presented without any unnecessary or improper delay on the part of the Petitioner.

8. There is no other legal ground as to why the decree prayed for should be not granted in favour of the Petitioner.

9. That no litigation has taken place between the parties to the Petition earlier.

9. This Hon'ble Court has jurisdiction to entertain and try this Petition as the marriage was solemnized at _____ the parties last resided together at _____ and even presently the respondent is residing within the Jurisdiction of this Hon'ble Court.

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 Petitioner, therefore, prays:

a) for grant of decree of Divorce in favour of Petitioner and against the Respondent; and

b) Any other relief or reliefs which the court may deem proper under the circumstances be also awarded to the petitioner.

PETITIONER

THROUGH

_____, Advocate

Place :

Date :

VERIFICATION

I, WI, state on solemn affirmation that whatever contained in paragraphs ____ to Para No _____ of the Petition is true to my own knowledge and that whatever

contained in paragraphs No _____ to Para No _____ is based on information received and believed to be true to me.

Signed and verified this _____ day of _____ 20 _____ at _____

PETITIONER

Application for registration of a motor vehicle

(To be made in duplicate if the vehicle is held under an agreement of hire-purchase/lease/hypothecation and duplicate copy with the endorsement of the Registering Authority to be returned to the Financier simultaneously on registration of motor vehicle)

To

The Licensing Authority,

1. Full name of person to be registered as registered owner

Son/Wife/daughter of

2. Age of person to be registered as registered owner

3. Permanent address

(Electro Roll/Life Insurance Policy/ Passport/Pay slip issued by any office of the Central Government/ State Government or a local body/ any other document or documents as may be prescribed by the State Government/Affidavit sworn before an Executive Magistrate or a First Class Judicial Magistrate or a Notary Public to be enclosed)

4. Temporary address/Official address, if any

5. Duration of stay at the present address

6. The annual income and PAN/GIR number of the owner

7. Place of birth

8. If place of birth is outside India, when migrated to India

9. Declaration of citizenship status

(i) If deemed citizen or citizen by birth (Birth certificate and school certificate in support of citizenship as Indian to be enclosed)

(ii) If citizenship is acquired by descent/registration (In case citizenship acquired by descent, birth certificate, land/property document of parent/in case of citizenship acquired to registration, certificate to be enclosed)

(iii) If citizenship by naturalization (Certificate of naturalization and certificate of registration to be enclosed)

(iv) If non-Indian citizen (Valid passport or other travel documents and such other document or authority as may be prescribed by law to be enclosed)

10. Name and address of the dealer or manufacturer from whom the vehicle was purchased (sale certificate and certificate of road worthiness issued by the manufacturer to be enclosed)

11. If ex-army vehicle or imported vehicle, enclose proof. If locally manufactured trailer/semi-trailer, enclose the approval of design by the State Transport Authority and note the proceedings number and date of approval

12. Class of vehicle (if motor cycle, whether with or without gear)

13. The motor vehicle is

(a) a new vehicle,

(b) ex-army vehicle,

(c) imported vehicle

14. Type of body

15. Type of vehicle
16. Maker's name
17. Month and year of manufacture
18. Number of cylinders
19. Horse power
20. Cubic capacity
21. Maker's classification or if not known, wheel base
22. Chassis No. (Affix Pencil print)
23. Engine Number or Motor Number in case of Battery Operated Vehicles
24. Seating capacity (including driver)
25. Fuel used in the engine
26. Unladen weight
27. Particulars of previous registration and registered number (if any)
28. Colour or colours of body wings and front end

I hereby declare that the motor vehicle has not been registered in any State in India.

ADDITIONAL PARTICULARS TO BE COMPLETED ONLY IN THE CASE OF
TRANSPORT VEHICLES OTHER THAN MOTOR CAB

29. Number, description, size and ply rating of tyres, as declared by the manufacturer

- (a) Front axle=.....
- (b) Rear axle=.....
- (c) Any other axle=.....
- (d) Tandem axle=.....

30. Gross vehicle weight

- (a) as certified by manufacturer kgms
- (b) to be registered kgms

31. Maximum axle weight

- (a) Front axle=..... kgms
- (b) Rear axle=..... kgms
- (c) Any other axle=.....kgms
- (d) Tandem axle=..... kgms

- (a) Overall length
- (b) Overall width
- (c) Overall height
- (d) Over hang

The above particulars are to be filled in for a rigid frame motor vehicle of two or more axles, for an articulated vehicle of three or more axles or, to the extent applicable, for trailer, where a second semi-trailer or additional semi- trailer are to be registered with an articulated motor vehicle. The following particulars are to be furnished for each such semi-trailer.

33. Type of body

34. Unladen weight
35. Number, description and size of tyres on each axle
36. Maximum axle weight in respect of each axle
37. The vehicle is covered by a valid certificate of insurance under Chapter XI of the Act Insurance Certificate or Cover Note

No.....

Date.....

of.....

(Name of company) valid from

38. The vehicle is exempted from insurance. The relevant order is enclosed
39. I have paid the prescribed fee of Rs.

Signature or thumb impression of the person to be registered as registered owner

Note.-The motor vehicle above described is-

- (i) Subject to hire-purchase agreement/lease agreement with
(ii) Subject to hypothecation in favour of
(iii) Not held under hire-purchase agreement, or lease agreement or subject to hypothecation
Strike out whatever is inapplicable; if the vehicle is subject to any such agreement the signature of the Financier with whom such agreement has been entered into is to be obtained.

Signature of the financier with whom an agreement of hire-purchase, lease or hypothecation has been entered into
Signature or thumb impression of the registered owner

CERTIFICATE OF INSPECTION OF MOTOR VEHICLE

Certified that the particulars contained in the application are true and that the vehicle complies with the requirements of the Motor Vehicles Act, 1988 and the Rules made thereunder.

Signature of the Inspecting Authority

Date

Name

Ref. No.....

Designation.....

Office Endorsement

Office of the

The above-said motor vehicle has been assigned the Registration Number and registered in the name of the applicant and the vehicle is subject to an agreement of hire-purchase/lease/hypothecation with the financier referred above.

Date.....

Signature of the Registering Authority

To

The Financier

.....

(To be sent by registered post acknowledgement due)

Specimen signature or thumb-impression of the person to be registered as Registered Owner and Financier are to be obtained in original application for affixing and attestation by the Registering Authority with office seal in Forms 23 and 24 in such a manner that the part of impression of seal or a stamp and attestation shall fall upon each signature.

Specimen signature of the Financier

Specimen signature of the Registered Owner

Form of application for 'No Objection Certificate' and grant of certificate

(To be made in triplicate, the duplicate copy and the triplicate copy with the endorsement of the registering authority to be returned to the owner of the vehicle and the registering authority in whose jurisdiction the vehicle is to be removal, respectively).

PART I

To,
The Registering Authority,

I/We intend to transfer the vehicle to the jurisdiction of the Registering Authority

I/We intend to sell the vehicle to Shri/Smt./Kumari..... who resides in the jurisdiction of the Registering Authority of the State of I/we therefore request for the issue of a no objection certificate for my/our vehicle the particulars of which are furnished below :-

1. Name and address:
2. Son/wife/daughter of:
3. Registration number of the vehicle:
4. Class of vehicle:
5. Registering authority which originally registered the vehicle:
6. Engine number:
7. Chassis number-Affix pencil print:
8. Period of stay in the State:
9. Period up to which motor vehicle tax has been paid:
10. Whether any demand for tax is pending if so, give details:
11. Whether the vehicle is involved in any theft case(s) so give details:
12. Whether any action under Sections 53, 54 or 55 of the Motor Vehicles Act, 1988 is pending before any Registering Authority or other prescribed authority, if so, give details.
13. Whether the vehicle is involved in any case of transport of prohibited goods, if so,

give details.

I/we solemnly declare that above statement is true.

Date.....

Signature of the owner of the vehicle

Office Endorsement

PART II

Grant/refusal of 'No Objection Certificate' under sub-section (3) of Section 48 of M.V. Act, 1988

* (i) No Objection Certificate in respect of the vehicle, the detailed particulars whereof recorded overleaf is hereby granted under Section 48(3) of M.V. Act, 1988.

* (ii) No Objection Certificate in respect of the motor vehicle, the detailed particulars whereof recorded overleaf is hereby refused under Section 48(3) of M.V. Act, 1988 for the reasons recorded as under :-

Date.....

Signature with seal of Registering Authority

Address.....

To

Copy to the Registering Authority

(By registered post or delivered under proper acknowledgement).

* Strike out whichever is inapplicable.

PART III

Office Endorsement

No..... date..... office of the

Acknowledgement for the receipt of application for 'No Objection Certificate'

The application dated from (name and address) for the grant of a 'No Objection Certificate' in respect of vehicle number has been received on and is under consideration.

Date.....

Signature of Registering Authority or the person authorised by him

Office seal.....

To

(Registered Owner)

By registered post or delivered under proper acknowledgement.

**DEED OF PARTIAL PARTITION OF HINDU UNDIVIDE FAMILY PROPERTY IN
RESPECT OF CERTAIN PROPERTY ONLY WHILE THE REST OF HINDU
UNDIVIDED FAMILY CONTINUES TO BE JOINT**

THIS DEED OF PARTIAL PARTITION is made on the day of, BETWEEN SN, son of ON, resident of (hereinafter called the first party) of the first part, AND PN, son of ON, resident of, (hereinafter called 'second party') of the second part, AND PM, son of ON, resident of (hereinafter called the 'third party') of the third part.

WHEREAS the said ON and his son the said SN, PN and PM form a Hindu undivided family, of Bombay and Poona, are desirous to partition the properties referred to in Schedule appended to this deed without serving their Hindu undivided family Status.

NOW THIS DEED WITNESSES as follows :

1. Conveyance
 - (1) That the properties which the above parties are desirous to partition without severing their Hindu undivided family status are three houses in the city of Poona of equal valuation more fully described in the Scheduled appended with this deed.
 - (2) That on the advice of the friends of the family the parties agreed to divide the said property amicably in lots and with this object the said ON prepared four equal lots of the said joint property and lots were accordingly drawn and the lots

mentioned in the First, Second, Third and Fourth Schedules were drawn by the said ON, SN, PN and PM respectively.

- (3) That in pursuance of the aforesaid agreement the parties hereby agree and declare that the said ON, SN, PN, PM shall hereinafter be separate owners of the properties mentioned in the each of them shall hold and enjoy the property so allotted to him in severalty and free and discharged from all claims and demands of the others thereto or concerning therewith, and all other properties belonging to the Hindu undivided family shall remain joint and intact as before as no partition of the Hindu undivided family has taken place amongst the parties.

1. Conveyance

It is agreed between the parties as follows :

- (i) That there is no encumbrance or charge on the property hereby partitioned and that if any encumbrance or charge is found to attach to any part of such property, all the parties shall be liable for the same in proportion of their shares in the joint property.
- (ii) That the property hereby allotted to each party shall be entered upon and henceforth held in severalty by such party without any interruption or disturbance by the other party or any one claiming through, under or in trust for it.
- (iii) That each party will at the cost of the person requiring the same do every such act or thing or may reasonably be required for further or more perfectly assuring the property hereby transferred by it to the other.

- (iv) That the said ON shall have the custody of the deed together with the Schedules annexed thereto and will at the request and cost of the said parties produce the same for inspection and will produce the same in evidence.
- (v) That each of the parties hereto will at the request of the other produce for inspection by the other and produce in evidence in legal proceedings any title-deed or document in his possession and in any way affecting the title of the party requiring such production to the property hereby partitioned.
- (vi) That whenever such interpretation would be necessary in order to give the fullest scope and effect legally possible to any covenant or contract herein contained the expressions, "PN" and "PM" hereinbefore used will include respectively their heirs, successors, representatives and assigns.
2. Value.-That the properties hereby partitioned are valued at Rs..... which have been divided in three equal parts.

Name and address of property	Area of the property	Market value of the property
---------------------------------	-------------------------	---------------------------------

IN WITNESS WHEREOF the said parties have set their hands to this deed of partial partition on the day and year first above mentioned.

Witnesses :

1.....

(Sd).....

(First Party)

2.....

IN WITNESS WHEREOF the said parties have set their hands to this deed of
partial partition on the day and year first above mentioned.

1.....

(Sd).....

(First Part)

(Sd).....

(Second Party)

(Sd).....

(Third Party)

DEED OF PARTITION

THIS DEED OF PARTITION made at Delhi this day of, 2000, BETWEEN Mr. D. of..... of the one part and Mr. P. of..... of the other part.

WHEREAS the parties hereto are the members and coparcener of their joint and undivided Hindu Family and as such own to immovable properties consisting of land and building thereon and situate at..... and more particularly described in the First and Second Schedule here under written and each of the parties hereto is entitled to one-half undivided share in the said two properties.

AND WHEREAS the parties have effected an oral partition of the said properties between themselves as they no longer desired to continue as members and coparceners of their joint family property and also have separated in food, workshop and estate.

AND WHEREAS the parties agreed and the said two properties have been divided and partitioned and the property described in the said First Schedule was allotted to D exclusively and the property described in the said Second Schedule was allotted to P exclusively.

AND WHEREAS for the purpose of equal partition the property in the first Schedule was valued at Rs.5 lacs and the property in the Second Schedule was valued at Rs.3 lacs.

AND WHEREAS the value of the property described in the Second Schedule is less by Rs.1 lac than the value of the other property, D agreed to pay a sum of Rs. 1 lakh to P to compensate for the deficiency in price or value of the share of P.

AND WHEREAS on the aforesaid basis the parties herein have partitioned the said two properties in the manner indicated above.

AND WHEREAS the parties hereto hereby record the said partition.

NOW THIS DEED WITNESSETH as follows:

1. Pursuant to the said agreement the parties hereto hereby admit division of the said joint family properties described in the first and Second Schedules hereunder written in two equal shares to the effect that property described in the First Schedule hereunder written stands allotted to the share of D to the exclusion of P and the property described in the Second Schedule hereunder stands allotted to P to the exclusion of D.

2. In order to equalise the shares and the value of the property described in the First Schedule being more than the value of the property described in the Second Schedule by Rs.1 lac D has paid to P sum of Rs. 1 lac on the execution of these presents (receipt whereof P does hereby admit).
3. In consideration aforesaid, each of the parties here to both grant and release all his undivided share, right, title and interest in the property allotted to the other of them as aforesaid so as to constitute each party the sole and absolute owner of the property allotted to him, freed and discharged from all rights, title, interest claims and demands of the other party here to or concerning the same but subject to the payment of all taxes, rates, dues and duties and assessment payable to Government or Municipal Corporation or any other public body in respect thereof.
4. Each party covenants with the other that he has not done any act, deed or thing whereby or by means where of he is prevented from conveying and releasing the property to the other in the manner aforesaid.
5. Each party also covenants with the other party each party will execute and get registered, if necessary, any deed, assurance or other document which may be required for fuller and more perfectly and effectually assuring the property allotted to the other but at the cost and expenses of the other.
6. Each party hereto further covenants with the other that the latter will hereafter hold and stand possessed of the property allotted to him quietly and peacefully and enjoy the rents and profits thereof without any suit,

interruption, claim or demand by the covenanting party, his heirs, executors, administrators and assigns or any person claiming under him.

7. The original of the Deed of partition will remain in the custody of D and the duplicate copy hereby will remain in the custody of P.
8. And it is further agreed and declared that the title deeds relating to the properties which are common to both of them and which are set out in the Third Schedule hereunder written shall remain with D who undertakes to produce the same whenever required by P.

THE FIRST PARTY ABOVE REFEREED TO
THE SECOND PARTY ABOVE REFEREED TO
THE THIRD PARTY ABOVE REFEREED TO

IN WITNESS WHEREOF, the parties herein have signed and delivered these presents on the day month and year first above written.

SIGNED AND DELIVERED by the with in named party D of the

First part.....

In the presence of:

- 1.
- 2.

SIGNED AND DELIVERED by the with in named party P of the

Second part.....

In the presence of:

1.

2.

FORM OF A COMPLICATED WILL

I, son of , residing at
hereby execute this my last will, in a sound disposing state of mind.

1. I, hereby revoke all former and other wills and testaments by me at any time heretofore made.

2. I have ancestral lands in my native village, My two sons (1)..... And (2) shall take the same with rights of survivorship.

3. All other properties possessed by me, in whatever place and in whatever shape are all my self acquisitions, having been purchased out of my earning and without recourse to the family properties: and I have full testamentary power over them.

4. I hereby give, devise and bequeath my at to my aforesaid two sons (1) and (2) in equal shares with full and absolute rights but if any of them should, God forbid, die in my life-time his share shall pass to his son or grandson, or any child or widow of his surviving him and in default of these two my other my others without leaving any child or grandson or widow, I here by give authority to my wife to adopt any suitable boy selected in consultation with my brother,..... and the properties devised

and bequeathed under this will to my two sons shall be enjoyed by my widow until such adoption when they shall vest in the adopted son with absolute rights.

5. I hereby give, devise and bequeath to my wife..... my lands at..... And my house at..... with full and absolute rights. Should my wife remarry all the immovable properties devised to her shall on such marriage, vest in my daughter My executor shall see to the marriage of my daughter..... expending not more than Rs..... for the same and shall pay Rs..... for the absolute use as and when she marries. I give and bequeath Rs..... to my son on condition that he proceeds to For higher studies in Within..... Years of my death Otherwise the said sum of Rs. 25,000 shall be handed over to the Vice Chancellor,..... University for utilising the same for Research work regarding the application of purposes.

6. I do hereby constitute my dear wife as my residuary legatee. My brother..... Is appointed executor under this will.

(Sd.)

Testator

Place.....

Date _____

Witnesses :

1. _____

2. _____

SYNOPSIS

1. The Petitioners are filing the present Writ Petition under Article 226 of the Constitution of India Praying inter alia for issuing Writ of Mandamus and other appropriate Writ for directing the Respondent No. 1 to Release Respondent No. 4 from the premises of Respondent No. 5, seeking direction to Respondent No. 1 inquire into the incident of keeping Respondent No.4 in confinement by Respondent No. 5 in an illegal building without basic amenities and in un healthy conditions, conduct proper medical tests on Respondent No. 4 and also seeking Direction to Respondent No. 4 to take care of ailing Petitioners at their old age and provide maintenance to them under Section 4 of Maintenance of Parents and Senior Citizens Act 2007.

2. That the petitioners are Senior Citizens aged ___ and ___ years and Parents of Respondent No.4, _____, who has been staying in the Premises of Respondent No. 5 _____ since July 20___. The Petitioners being senior citizens need the support of Respondent No. 4 to take care of their health, necessities etc.

3. That the Petitioners have strong doubts on the Respondent No. 5 kept their Respondent No. 4 under the influence of drugs or any other substance.

4. That Respondent No. 4 is an Engineer and was earning Rs. 24 Lakh a year and when she joined Respondent No.5. The Petitioners have strong doubt that Respondent No. 5 has trapped her for the sake of bank deposit.

5. That the Respondent No. 4 categorically told on _____ through phone that she is not interested to talk to the Petitioners as they are not left hope on her and continuously raising the issue in Court, government authorities, Media and Police stations.

6. That as per Section 4 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, the Children are obliged to maintain a senior citizen to the needs of such citizen so that senior citizen may lead a normal life.

7. That as per Section 5 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 the Application for maintenance should be filed in Tribunal, but due to the Peculiar situation in this matter, as the Respondent No. 4 is confined in the Ashram of Respondent No.5, the Petitioners are approaching this Hon'ble Court for Justice.

LIST OF DATES AND EVENTS

2016 Respondent No.4 stayed and studied Masters in Commerce. She started working for an approximate salary package of Rs. 24 lakhs a year.

July 2016 Respondent No.4 came back to India and started staying in without intimating her parents.

2016-19 Petitioner No.2 made several complaints to Police and government authorities for return of their daughter. But there was no action on the part of the authorities.

15.1.20__ Respondent No.4 categorically told to the Petitioners on Mobile phone that she is not willing to meet or talk to them as they are continuously maligning the Respondents No. 5 by making complaints to Police and approaching Media. She has told to the Petitioners that since this Hon'ble court expressed helplessness in the pending PIL, nothing will happen to the Respondents No. 5.

__.02.20__ Hence the instant Writ Petition

**IN THE HIGH COURT OF DELHI AT NEW DELHI
CIVIL ORIGINAL JURISDICTION
WRIT PETITION (CIVIL) NO. OF 2020**

IN THE MATTER OF:

A B C ... PETITIONERS

VERSUS

XYZ ... RESPONDENTS

**WRIT PETITION UNDER ARTICLE 226 OF THE CONSTITUTION OF INDIA
PRAYING INTER ALIA FOR ISSUING WRIT OF MANDAMUS AND OTHER
APPROPRIATE WRIT FOR DIRECTING THE RESPONDENT NO. 1 TO
RELEASE RESPONDENT NO. 4 FROM THE PREMISES OF RESPONDENT
NO. 5, SEEKING DIRECTION TO RESPONDENT NO. 1 INQUIRE INTO THE
INCIDENT OF KEEPING RESPONDENT NO.4 IN CONFINEMENT BY
RESPONDENT NO. 5 IN AN ILLEGAL BUILDING WITHOUT BASIC
AMENITIES AND IN UN HEALTHY CONDITIONS, CONDUCT PROPER
MEDICAL TESTS ON RESPONDENT NO. 4 AND ALSO SEEKING**

DIRECTION TO RESPONDENT NO. 4 TO TAKE CARE OF AILING PETITIONERS AT THEIR OLD AGE AND PROVIDE MAINTENANCE TO THEM UNDER SECTION 4 OF MAINTENANCE OF PARENTS AND SENIOR CITIZENS ACT 2007.

To,
The Hon'ble Chief Justice of High Court,

And His Companion Judges of the

Hon'ble High Court of Delhi.

The humble petition of the

Petitioner above named.

MOST RESPECTFULLY SHOWETH:

1. The Petitioners are filing the present Writ Petition under Article 226 of the Constitution of India Praying inter alia for issuing Writ of Mandamus and other appropriate Writ for directing the Respondent No. 1 to Release Respondent No. 4 from the premises of Respondent No. 5, seeking direction to Respondent No. 1 inquire into the incident of keeping Respondent No.4 in confinement by Respondent No. 5 in an illegal building without basic amenities and in un healthy conditions, conduct proper medical tests on Respondent No. 4 and also seeking Direction to Respondent No. 4 to take care of ailing Petitioners at their old age and provide maintenance to them under Section 4 of Maintenance of Parents and Senior Citizens Act 2007.

2. That Petitioner No. 1 is ___ years old mother of Respondent No.4 and is a House wife.

3. That Petitioner No. 2 is father of Respondent No. 4 and he is ___ years old.

4. That Respondent No. 4, is the daughter of Petitioner No. 1 and 2.

5. That the Petitioners being retired senior citizens need the support of their daughter as they do not have sons, no other person, to take care of their health, necessities etc. Petitioner No. 1 is suffering from various ailments like joints pain on legs, tooth pain which require root canal treatment and other old age problems. Petitioner No.2 is facing high blood pressure, heart related health issues and he requires regular medical check-up. The Petitioners are running pillar to post to get their constitutional rights. They have approached Delhi Police and Central Government to handover their daughter to them, but no action has been taken by the authorities against the Respondent No. 5, to release their daughter.

6. That the Petitioners have strong doubts on Respondent No. 5, that his team kept their daughter under the influence of drugs or any other substance.

7. It is submitted that the Petitioners have only one daughter Respondent No. 4 is living in the premises of Respondent No. 5 in Delhi, India and she deserted her senior citizen parents at their old age.

8. That as per Section 4 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 the Children are obliged to maintain a senior citizen to the needs of such citizen so that senior citizen may lead a normal life. Extracts of Section 4 of the Act is as under:

"4. Maintenance of parents and senior citizens.-(1) A senior citizen including parent who is unable to maintain himself from his own earning or out of the property owned by him, shall be entitled to make an application under section 5 in case of-

(i) parent or grand-parent, against one or more of his children not being a minor;

(ii) a childless senior citizen, against such of his relative referred to in clause (g) of section 2.

(2) The obligation of the children or relative, as the case may be, to maintain a senior citizen extends to the needs of such citizen so that senior citizen may lead a normal life.

(3) The obligation of the children to maintain his or her parent extends to the needs of such parent either father or mother or both, as the case may be, so that such parent may lead a normal life.

(4) Any person being a relative of a senior citizen and having sufficient means shall maintain such senior citizen provided he is in possession of the property of such citizen or he would inherit the property of such senior citizen:

Provided that where more than one relatives are entitled to inherit the property of a senior citizen, the maintenance shall be payable by such relative in the proportion in which they would inherit his property."

True copy of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 is annexed herewith and marked as **Annexure P-1**.

9. That as per Section 5 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 the Application for maintenance should be file in Tribunal, but due to the Peculiar circumstances in this matter as the Respondent No.4 is confined in the Building of Respondent No. 5 the Petitioners are approaching this Hon'ble Court for Justice.

10. That on April ____ the Petitioners filed complaint with Station House Officer, Police Station _____ New Delhi requesting appropriate action in securing their daughter safely from the centre. Copy of the letter dated April 1, 2016 sent by the Petitioners to SHO, _____ Police Station is annexed herewith and marked as **Annexure P-2**.

11. That on April ____ the Petitioners wrote to the Delhi Commission for women, ITO, New Delhi requesting them to take appropriate action in securing their daughter safely from the centre and help in restoring peace to the family on humanitarian ground. Copy of the letter dated April ____ sent by the Petitioner to Delhi Commission for Women is annexed herewith and marked as **Annexure P-3**.

12. That Respondent No. 3 not yet arrested Respondent No. 5 against whom several serious criminal cases are registered by CBI. The Financial transactions of Respondent No. 5 are also needs to be verified by a competent authority. Because even after the hiding of founder of the Respondent No. 5, it has been running un interruptedly in an illegal/un authorised building and getting all kind of financial, strategic support.

13. That being aggrieved, the Petitioner has no other alternative remedy but to approach this Hon'ble Court and invoke Article 226 of the Constitution of India on the following amongst other grounds which are urged hereinafter without prejudice to each other.

GROUND

That the present Writ Petition is being filed on the following, amongst other, grounds without prejudice to each other;

A. Because the Petitioners being retired/ senior citizens need the support of their daughter as they do not have sons and no other person to take care of their health, necessities etc. The Petitioners are running pillar to post to get their constitutional rights. They have approached Delhi Police and Central Government to handover their daughter to them, but no action has been taken by the authorities against Respondent No. 5 to release their daughter.

B. Because the Petitioners have strong doubts on Respondent No. 5 kept their daughter under the influence of drugs or any other substance.

C. Because the Petitioners have only one daughter, Respondent No. 4 is living in the Ashram and she deserted her senior citizen parents. The Petitioners have no other close relatives to look after them.

D. Because as per Section 5 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 the Application for maintenance should be file in Tribunal, but due to the Peculiar situation in this matter as the Respondent No. 4 is confined in the Ashram of Respondent No. 6 the Petitioners are approaching this Hon'ble Court for Justice.

14. That the Petitioners have no other efficacious remedy except to approach this Hon'ble Court by way of this Petition under Article 226 of the Constitution of India.

15. That the Petitioners have not filed any other petition, claim, suit or preceding in any court or tribunal throughout the territory of India regarding the matter in dispute.

PRAYERS

In view of the facts & circumstances stated above, it is most respectfully prayed that this Hon'ble Court may be pleased to:-

a) Issue a Writ of Mandamus or any other appropriate Writ to Respondent No. 1 to immediately release of Respondent No. 4, daughter of Petitioners from the custody of Respondent No. 5;

b) Issue an appropriate Writ to the Respondent No. 4 to take care of her ailing parents, give maintenance to them as per Section 4 of Maintenance of Parents and Senior Citizens Act 2007;

c) Any other relief, order or direction this court may deem fit and proper under the facts and circumstances of this case.

AND FOR THIS ACT OF KINDNESS THE PETITIONER AS DUTY BOUND SHALL EVERY PRAY.

THROUGH

ADVOCATES FOR THE PETITIONERS

NEW
DATE:

DELHI