



Chaudhary Charan Singh University
Meerut, Uttar Pradesh



ANGOORI DEVI COLLEGE OF LAW
EDUCATION, LAKHWATI, BULANDSHAHR
(COLLEGE CODE -336)

PROJECT

[LLB – 5th SEM]
(2021 – 2022)

❖ DRAFTING OF PLEADING & CONVEYANCING (K 505)

SUBMITTED TO,
RAJENDERA SINGH

SUBMITTED BY-
RAVI KANT MISHRA
ROLL NO. 180336153070
EN. NO - 18152059

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PETITION U/S 9 OF HINDU MARRIAGE
ACT 1995 FOR RESTITUTION OF
CONJUGAL RIGHTS.

IN THE COURT OF THE PRINCIPAL JUDGE
FAMILY COURT DISTT - BULANDSAHAR, UP.
HMA PETITION NO - OF 2021.

IN THE MATTER OF :-

MR. RAM PRASAD

PETITIONER

VERSUS

MRS. RADHA DEVI

RESPONDENT

PETITION UNDER SECTION 9 OF HINDU MARRIAGE
ACT 1995 FOR RESTITUTION OF CONJUGAL RIGHTS

MOST RESPECTFULLY SHOWETH :

The Petitioner, above named states as under :-

1. That marriage of the petitioner and the respondent was solemnized on 10th Dec 2019 at Bulandshahr according to Hindu rites and ceremonies. The marriage was registered with the Registrar of marriage at Bulandshahr. Certified copy of the extract from the concerned register is attached herewith as Annexure P1.
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
NOIDA SEC - 18
- (ii) Place of Residence at the time of filling
Petition — BULANDSHAR

3. That From this marriage, Couple has been blessed with one boys aged 4 year and one Girl child aged 2 year.

4. That the petitioner and his wife were living together happily at our house. That on 25th September 2020 her father house at, she gave word to return within 15 days, but she did not abide by her word and has not reformed so far, the respondent without any reasonable excuse, living in the house of her father.

5. That the petitioner went to his father-in-law's house at October 25th 2020 to bring the respondent, a number of times, but on one pretext or the other, she declined to come along with the petitioner to his house.

6. That lastly the petitioner went to the house of the respondent's father at 25th March 2021, and asked the respondent's father at 25th March 2021, and asked to return with him, but she refused to come.

(i) Place of Residence before the marriage

NOIDA SEC-18

(ii) Place of Residence at the time of filling

Petition — BULANDSHAR

3. That From this marriage, Couple has been blessed with one boys aged 4 year and one Girl child aged 2 year.

4. That the petitioner and his wife were living together happily at our house. That on 25th September 2020 her father house at, she gave word to return within 15 days, but she did not abide by her word and has not reformed so far, the respondent without any reasonable excuse, living in the house of her father.

5. That the petitioner went to his father-in-law's house at October 25th 2020 to bring the respondent, a number of times, but on one pretext or the other, she declined to come along with the petitioner to his house.

6. That lastly the petitioner went to the house of the respondent's father at 25th March 2021, and asked the respondent's father at 25th March 2021, and asked to return with him, but she refused to come.

7. That The respondent deserted the Petitioner or /and has withdrawn from his Company without any reasonable or lawful excuse. hence the necessity for the Petition arose.
8. The petition is not being presented in collusion with the respondent.
9. The Petition is being presented without any unnecessary or Improper delay on the part of the Petitioner.
10. There is no other legal ground as to why the decree of restitution of conjugal rights be not granted in favour of the Petitioner.
11. That no litigation has taken place between the petition earlier.
12. This Honorable Court has Jurisdiction to entertain and try this Petition as the Marriage was Solemnized at 10th december. The parties last resided together at Bulandsha and even presently the respondent is residing within the Jurisdiction of this Honable Court.
13. That the Cause of Action accrued to the Petitioner against the respondent, within the Jurisdiction of this Court, on Bulandsha when the respondent left for his father

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

PRAYER

That the Petitioner, therefore, prays :-

- a) For grant of decree for restitution of Conjugal rights 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, the above named Petitioner, do hereby Verify that the contents of this petition in Para NO 1 To Para NO 8 are true to my personal knowledge and those in Para NO 8 To Para NO 14 are believed by me to be true.

Signed and verified this _____ day of 14/07/2020 at

PETITIONER

POWER OF ATTORNEY

Power of Attorney is a document of agency or a formal arrangement by which one person gives another person (attorney or agent) Authority to act on his behalf and in his name.

As per the Power of Attorney Act, 1882.

"Power-of-Attorney includes any instruments empowering a specified person to act for and in the name of the person executing it."

A power of attorney may be a general or special power. A General Power of Attorney covers more than one subject matter while a special power of matter.

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT THIS GENERAL POWER OF ATTORNEY is Executed at Bulandshah on this 1st day of July 2021 by M/S. TINRIN, a Company incorporated under the Companies Act having its registered office at E-5 Western margin Bulandshah through its managing director Mr Ravi Kant hereinafter referred to as the EXECUTANT], DO HEREBY APPOINT NOMINATE, CONSTITUTE AND AUTHORISE MR. NAVAL KUMAR, Executive director of M/S TINRIN [hereinafter referred to

AS the ATTORNEY) AS MY TRUE AND
LAWFUL ATTORNEY TO MANAGE CONTROL
LOOKAFTER / SUPERVISE, PERFORM ALL
LEGAL ACTS MENTIONED HEREUNDER.

WHEREAS - - - -

AND WHEREAS (in for dealing with customer)

NOW THIS GENERAL POWER OF ATTORNEY
WITNESSETH AS UNDER -

- (i) TO institute, Commence and conduct any
action, suit or other legal proceeding
before any court, arbitrator, Quasi-judicial
or authorities, offices, tribunals labour courts.
Title, interest property or in respect of
any matter connected with or arising out
of the company's business and subject
to aforesaid, to settle, adjust, compromise
or submit, suits or proceedings.
- (ii) TO defend all actions, suits, proceedings
appeals, revisions, reviews, conciliations
taxation and labour matters and other
disputes that are now pending or may
hereafter be brought or made or
instituted in any court.
- (iii) TO appear and represent the company
in any court of justice or tribunal
whatsoever and for the purpose aforesaid

Any of them to sign and verify plaints, written statements, applications and swear affidavits and to sign petitions and other necessary documents including Vellalatnam and to appoint any solicitor, Advocate, pleader or other legal Advisor

With the necessary power and such again at pleasure, to revoke and appoint others in their place.

(iv) To continue and conduct or defend any appeal, review, revision, arbitration in any Court or tribunal or office against any order.

(v) Generally for and in the name and as the Act and deed of the company to make execute and do all and every such further and other Acts.

And I, The said managing director of the company and also for the said company hereby agree to verify and confirm whatsoever the said Attorney shall lawfully do or cause to be done in or about the premises by virtue of these presents.

IN WITNESS WHEREOF I have hereto signed this documents on the date and place first above written in the presence of following witness.

WITNESSES (1)

(2)

EXECUTANT

WARRANT OF HABEAS CORPUS

In the High Court of Judicature at Allahabad

Writ Petition No. ----- OF 2021

MR Ramesh S/o Mr Umesh Aged 35 years R/O
40, Kamla market, Merrut ----- Petitioner

Versus

1. Home Secretary, Uttar Pradesh Government
Lucknow

2. District Magistrate, Allahabad, U.P. - - -

The petitioner named above most respectfully
begs to state as under :-

1. That the petitioner is a resident of Kamla
market, Merrut runs a grocery shop and
is peaceful citizen of India

2. That on 02.01.2021 the district magistrate
of Allahabad has ordered detention the
petitioner for two months under the
Preventive detention Act.

3. That the next day after the aforesaid
order, the petitioner was arrested and
appraised of the reasons for his arrest

And detention after 7 days.

4. That 21 days after the arrest of the Petitioner an order for detention of the Petitioner for 6 months under section 3 of the Preventive detention Act was ordered by the home Secretary of the Government of Uttar Pradesh.

5. That no reason has been assigned for the detention of the petitioner in that order.

6. That the order for detention of the Petitioner is malafide and illegal on the following grounds:-

(i) Because in the order of the district magistrate for the detention of the Petitioner, no grounds have been furnished to the Petitioner inspite his demand therefore made to the station officer Mr Ravi and the district magistrate and. Therefore the order is illegal.

(ii) Because no Grounds in the order of the Home Secretary of the Government of U.P. has been stated for the detention.

(iii) Because no opportunity has been given to the petitioner to defend his case and, therefore the order being malicious is Ultra vires Article 14 of the Constitution of India.

PRAYER

IT is most respectfully prayed that The Honorable High Court be pleased to issue a writ order or direction in the nature of Habeas Corpus to the opposite party directing that the petitioner who is illegally detained in their custody be set at liberty forthwith.

Allahabad

Dated ---

Sd. Cb

Counsel for the petitioner

ANNEXURES

- A) District Magistrate's Order of arrest of the petitioner
- B) Grounds of Arrest and detention furnished by the District Magistrate to the Petitioner.
- C) Order of the Home Secretary of the Government of Uttar Pradesh for detention of the Petitioner for 6 months

DEED

Deed is a legal document that is signed and delivered especially one regarding the ownership of property or legal rights.

Example. - Mortgage Deed

MORTGAGE DEED

THIS DEED OF MORTGAGE is executed as on this 21st day of March 2021 BETWEEN Sh RAM SINGH aged 35 years S/O Shri ANAND SINGH R/O 26/2, Sohna Road Allahabad (hereafter called "the Mortgagor") of the one part.

AND

Sh. Nawal Kishore aged 40 years S/O Sh. Rajesh Kishore R/O 312, Bahadurganj, Allahabad (hereafter to be called the Mortgagee) of the other part.

WHEREAS the Mortgagor has requested the Mortgagee to lend him a sum of Rupees Fifty thousand only against the mortgage of the said house with its premises and the Mortgagee has agreed to do so for Repayment

Of The Said house with its premises and the Mortgages has agreed. with interest and other Charges Secured to the mortgagee as hereinafter Stated.

Now This DEED WITNESSES as follows :

1. In Consideration of Rupees fifty thousand only Paid to the mortgagor by the mortgagee the mortgagor covenants with the mortgagee to repay him on demand the said sum of Rupees fifty thousand with interest rate of six percent per annum from the date of these presents.
2. The mortgagor, while remaining the beneficial owner of the property mentioned in the Schedule mortgages the said property with the mortgagee of the Principle money and interest at the said rate.
3. The mortgagor further covenants with the mortgagee that the entire mortgage property shall be liable for the money due under this deed from the mortgagor to The mortgagee.

4. It is agreed that in case the mortgagor fails to repay the mortgagee the mortgage with the interest as agreed the mortgagee shall be entitled to receive his dues by the sale of the mortgaged property and if the proceeds thereof be insufficient to satisfy his dues, from the person and other property of the mortgagor.
5. Provided ALWAYS THAT, if and when the mortgagor shall pay mortgagee the mortgage money dues, the mortgagee shall thereafter at the request and at the expenses of the mortgagee execute a receipt of mortgage money and surrender the security the mortgagor or his authorised representative.
6. The mortgagor further agrees to all the taxes to be payable on the property and indemnify the mortgagee for any losses incurred him due to any default on the part of the mortgagor.

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IN WITNESS WHEREOF the parties above named
have herefo sign at Allahabad with day
and date mentioned below their signature

Witnesses

1. Mr RAM
S/D SIYARAM PRASD

(Sd)
Sh. Anand singh
mortgagor

2. RAGHU SINGH
S/D RANATH SINGH

(Sd)
Sh Nawal kishore
mortgagee

Schedule

Description of the property mortgaged
and its surroundings

Survey No - - - - - Khassa No - - - - - village/taluk

- - - - - District - - - - - Description

SIGNED AND DELIVERED BY THE WITHNAMED
Mortgagor in the presence of the
Witnesses.

_____ X _____

COMMISSION AGREEMENT

A Commission Agreement form is a written agreement between two parties. The first party has goods or services they want to sell.

The second party will market and sell the goods or services. The first party promises to pay the second party a certain amount of money.

Known as commission. For each sale made.

A Commission agreement form should list the percentage of commission or the dollar amount of commission for each sale as well as commission will be paid out.

This agreement will explain what kind of commission payments will be made to the person selling products, or the employee. Additional details may include product prices when the payments will be made. What the payment are based on, payment method, commission percentage, and if there is a limit on the amount of commission that a seller can make.

AGENT COMMISSION AGREEMENT

This AGREEMENT is made on 10th day of March 2021, by and Between Lal Steel Pvt Ltd having its registered office at 18, Civil lane Allahabad, Uttar Pradesh (hereinafter called Principal)

AND

Agent Company Shree Saini company Pvt Ltd an Company registered under Companies Act 2013. and having its registered office at 44/13, Ganga vihar, Bulandshahr Uttar Pradesh. (hereinafter called "AGENT") and both the parties hereto have agreed as follows:-

1. SALES TERRITORY

"AGENT" shall act as a Sale agent for the "PRINCIPAL" within the territory of India as well as the area mutually agreed upon.

2. SALES PRODUCT

All lines of Products manufactured or supplied by the Principal.

3. AGENT shall do its best to utmost efforts For the Sales of above Products and all Sales transaction should be Confirmed in Advance by the Principal.

4. Commission rate will be 10% of the Price Of the products as evidenced by Principal in invoice to the Customer in Sales Territory.
5. This Agreement is effective from 1st of March 2021 and shall remain effective For two years i.e upto January 2022, this Agreement may be extended automatically unless otherwise informed by either party.
6. "Principal" shall comply with the relevant rules and regulation under Indian laws especially under Anti-trust and fair Trade Act.
7. In the event of this agreement being terminated by the Principal for any reason Other than wilful misconduct on the part of the agent, the agent shall be entitled to be compensated for loss of goodwill suffered. Investments and services made by the agent. Such Compensation shall be an Amount of the average monthly Commissions over the Previous periods multiplied by the months left not passed by However Such Compensation shall not be less than INR ten thousands For each months not lapsed.

8. Any disputes or Claim which may not be resolved amicably between the parties hereto shall be settled by arbitration in India. as per the arbitration and conciliation Act, 1996.

9. The applicable law governing this agreement shall be the laws of India and the Courts of Uttar Pradesh shall have the exclusive Jurisdiction and Allahabad Court shall have the Exclusive appellate Jurisdiction to try any dispute with respect of this agreement.

10. Any provision of this agreement, which is or may become prohibited or unenforceable in law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating or affecting the remaining provisions of this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorised representatives as of the date written above.

For

Lal Steel Pvt Ltd

Name & title

WITNESS

1. ---

2. ---

3. ---

For

Shree Saini Pvt Ltd

Name & title

Notice under Section 80 of CPC

Section 80 of the Code provides that no suit shall be instituted against the Government or against a public officer in respect of any act purporting to be done by such public officer in his official capacity, until the expiration of two months next after the Notice in writing has been delivered.

NOTICE

Mr Naval Kishor

Advocate

22, Civil lanes

Bulandshwar UP

Dated :- 2nd April 2021

TO,

Sh. Anand Mohan Singh

Medical Superintendent

Govt. Hospital, Bulandshwar

Re: Notice under Section 80, of Civil Procedure

Dear Sir,

Under instruction and on behalf of my client, Sh. Rajesh Saini resident of HN-21, Vasundhara-Enclave Bulandshwar

Uttar Pradesh, I hereby gives you Notice as Follows: —

1. On or about 5th day of January 2021 you have the medical Superintendent of Govt Hospital, Bulandshahr and you have also the head of the department of Surgery of the said hospital.
2. Sh. Rakesh Saini was admitted to the said hospital on 28th day of December 2020 for Surgical operation for removal of stone in the kidneys under your care and supervision and 05.01.2021 has fixed the date of operation of the said Shree Rakesh Saini.
3. When Sh. Rakesh Saini was being operated, you were personally present in the operation theatre and doing the operation with the assistance of Junior Doctors.
4. After removing the stones, you while undertaking stitching, had negligently, carelessly and willfully left a big piece of cotton inside the body, due to which my client started to complaining severe pain in the kidneys side abdomen for which you had prescribed some antibiotics or various vits.

5. When my Client Could not get treatment for his Pain, he went to Apollo hospital and Consulted Dr Naresh trikha who opened that there is Some Foreign element around the kidney, for which my Client was operated on 10th day of February 2021 in Apollo hospital and a piece of Cotton was removed from Inside the body and after the removal of the Cotton, my Client had got relief from Pain.

6. My Client Sh. Rakesh Saini had to go under Physical and mental Suffering for the Negligence Carelessness and mistake Committed by you and he had to spend lots of money and time for treatment of Pain, which caused due to leaving the piece of Cotton inside the body by you, while undertaking operation for removal of Stones in the Kidneys.

7. The Said Mr Rakesh Saini therefor demands from you RS two lakhs as damages for physical and mental Suffering, RS two lakhs as Expenses incurred by him in operation and treatment. RS fifty thousands as Expenses Incurred by him in treatment hotel ETC.

Totalling RS Four lakhs fifty thousands and I hereby give you Notice that If the

Said amount is not paid. the said Sh. Rakesh Saini will, on the Expiring of two months from the date of service of this Notice, file a suit against you for the recovery of Rs 4,50,000/- (Four lakhs fifty thousands only) as damages and expenses incurred by him, at your entire risk as to cost and consequences.

Your Faithfully

Mr. Naval Kishor

Advocate

22, Civil Lines

Bulandshahr UP.

FIRST INFORMATION REPORT [FIR]

FIR is a written document that is filled by the Police when you are a victim of a Cognizable offence. i.e. an offence for which Police can take action without prior Court Approval (a warrant).

Section 154 of the Criminal Procedure Code 1973 defines what amounts to first information. Example include but are limited to murder, Rape, theft, insulting the modesty of Women and Kidnapping.

Who Can file an FIR ?

Anyone who is either a victim of a crime. Or has witnessed a crime or has important information regarding a crime may file an FIR.

Where Can an FIR be Filed ?

An FIR must be filed at the Police Station closest to the location of the crime. No police station can refuse filing of an FIR. Please note that every police station has a jurisdictional area within which they may investigate offences and crimes committed.

What is the procedure to file an FIR?

1. The officer must record the FIR in writing.
2. The officer must read FIR back to the person filing the FIR to ensure that all the details are correct.
3. The person filing the FIR must sign the FIR, and
4. Once recorded, signed and registered the person filing the FIR must get a copy of the FIR free of cost.

Why should one file an FIR?

An FIR is very important document as it is one of the first step towards justice for the wronged. Police take up investigation of the case only after registering the FIR in their respective police station.

FIR on Authentic Information

The information given to the police officer for registration of a case must be authentic. It should not be gossip but should be traced to an individual who should be responsible for imparting information.

An irresponsible rumour should not result in registration of FIR.

Format of The FIR

Form No. 245 (1)

First Information Report

First Information of a Cognizable crime reported
Under Section 154, Criminal Procedure Code.

Police station ----- District ----- No -----

Date and hour of Occurrence -----

1. Date and hour when reported.
2. Name and residence of Informer and Complainant.
3. Brief description of offence (with section) and of property carried off if any.
4. Place of Occurrence and distance and direction from the Police Station.
5. Name and address of the criminal.
6. Step taken regarding investigation explanation of delay in regarding information.
7. Date and time of despatch from Police Station

Signature -----

Designation -----

First Information to be recorded below in details

Note:- The Signature or Seal or thumb Impression of the Informer should be at the end of the Information.

DEED OF DONATION

Donation is a way to transfer property from the owner to another person, within an owner's lifetime, and without any monetary consideration. Specifically it is defined as a donation is an Act of liberty whereby a person gratuitously of a thing or right in favor of another who accepts it.

FORMAT

KNOW ALL MEN BY THESE PRESENTS :-

That I, Ravikant S/o Sh. Divakant aged about 27 years residence of HN 21, Valmiki Mohalla Bulandshahr, Uttar Pradesh, hereafter referred to as the DONOR,

AND

Sh. Ram Naval S/o Suroho aged about 35 years R/o 1/35 dwari Enclave Bulandshahr Uttar Pradesh hereafter called the DONEE.

WITNESSETH :-

That the DONOR is the registered owner of a parcel of land, more particularly described as follows :-

Khasra No 1/19, Agricultural land, 2500 sq
mtr

That the Donee is a Cousin of the Donor, who has lovingly dedicated five (5) years of his life as the latter's Personal Caregiver and Companion.

That For and in Consideration of the DONEE's trust devotion and affection shown to the donor, and as an act of gratitude and liberality on his Part, the donor hereby voluntarily gives, transfer and Conveys by way of donation, upto the said DONEE, his heirs and assign. the above described property, together with all the improvements found thereon, free from all liens and encumbrances.

That the Donor affirms that their donation is Not made with intent to deceive his Creditors and that he has reserved for himself Sufficient funds and Property.

That the DONEE hereby accepts and receives this donation made in his favor by the Donor and hereby manifests his gratefulness for the latter's generosity.

IN witness whereof, both the Donor and DONEE have hereunder subscribed their Name on the Friday 28th Feb. 2021 at Bulandshahr, UP

DONOR ----- witness,

DONEE

RENT - AGREEMENT

This DEED OF RENT AGREEMENT IS made AND Executed at Bulanshar, Uttar Pradesh BETWEEN Mrs Radha Sharma Owner of The property Situated at 1309, 2nd Floor, Ganga Vihar, Bulanshar (hereinafter called the owner)

AND

Mr. Rahul Jain S/o Omkar Jain, hereinafter Called the tenant)

Whereas the TENANT has requested to the Owner to give on Rent her Premises situated At 1309, 2nd Floor Ganga Vihar, Bulanshar Uttar Pradesh (hereinafter Called the DEMISED PREMISES) and the owner has Agreed For the Same.

NOW THIS AGREEMENT WITNESSTH AS UNDER

1. That the tenancy shall remain in operation For a period of 11 (eleven) months I.e.f 1st March 2021 in accordance with the English Calander month.
2. That the Rent of the DEMISED

PREMISES Shall be RS. 15,000/- Fifteen thousands only per month. And the tenant Shall pay the Rent in Advance on due date of every month to the OWNER or her authorised agent.

3. That the tenant Shall regularly pay the Electricity & Water Charges on the basis of actual Consumption as per meter/Sub meter reading.
4. That if the tenant fails to pay the Rent for two months Consecutively then the Owner Shall have the right to seek eviction of Tenant from the rented Premises by Serving have Right to release/recover all the Arrear of Rent from the tenant through the Court.
5. That the tenant Shall not store any hazardous material in the DEMISED PREMISES and Shall not Create any Kind of nuisance in the Said locality.
6. That the above Said Premises Shall be used by the Second only for the Residential purposes and Shall not be used for any other purposes.

7. That the tenant shall not sub-let, assign, Transfer and Fact with the Possession of the Demised Premises held by him as tenant in whole or transfer of the DEMISED PREMISES or Fact without the Express Consent in writing from the Owner only.
8. That the day to day repair/maintenance Charges will be done by the tenant at his own cost and expenses.
9. That the tenant shall not make any additions/Alteration in the DEMISED PREMISES in any way.
10. That the tenant shall not do any illegal or unlawful things in the Premises and also shall not change the use purposes of the Demised Premises.
11. That the owner or his authorized agent shall have full right to inspect the DEMISED PREMISES at reasonable hour.
12. That if the tenant wants to vacate the Said DEMISED PREMISES before the Expiry of the tenancy period then in that case the tenant shall give

ONE month Prior Notice to the owner for his intention and the owner shall also serve for the same.

13. That after expiry of the tenancy period The tenant shall handover the actual physical Vacant Possession of the DEMISED PREMISES to the owner in as it is condition.
14. That the tenant shall abide by all the Rules & Regulations of the MCD Statutory Authorities.
15. That if tenant violates and infringes the terms and condition laid down in the Agreement then in that case the owner shall be entitled to get the said transaction complete through the Court under Suit for specific performance at the costs and expenses of the TENANT.

IN WITNESS WHEREOF, The parties have signed their joint agreement on 1st March 2021, in the presence of following witness:

WITNESSES :-

1. Name & sign

2. Name & sign

OWNER sign

TENANT