

**LLB ( Hons) Semester VIII**  
**DRAFTING / PLEADING AND CONVEYANCING**  
**UNIT 1**  
**FUNDAMENTAL RULE OF PLEADING**

**QUESTION 1(A). WHAT IS THE MEANING OF THE TERM PLEADING ?( 2 marks)**

- i) Pleadings are the statement of facts in writing drawn up and filed in a Court by each party to a case stating therein what his contention shall be at the trial and giving all such details as his opponent will need to know in order to prepare his case in answer.
- ii). In India there are only two pleadings in a suit as defined under Order 6, rule 1 of the Code of Civil Procedure, it says that pleading means "Plaint or Written Statement".

**QUESTION 1 (B). DEFINE PLAINT AND WRITTEN STATEMENT. (2 marks)**

- (a)Plaint: A statement of claims, called the "plaint" in which the plaintiff sets out his cause of action with all necessary particulars.
- (b)Written Statement: A statement of defences, called the "written statement" which the defendant deals with every material fact alleged by the Plaintiff in the plaint and also sets any new facts which tell in his favour, adding such objection as he wishes to take to the claim.

**QUESTION 1(C). What is the significance of pleading in civil procedure, particularly under the Civil Procedure Code of 1908? (4 marks)**

- i). Pleadings are foundation of the claims of parties.
- ii). The pleadings and issues are to ascertain the real dispute between the parties.
- iii).It enables the parties to adduce appropriate evidence on the said issue and aid the courts.
- iv).It gives fair notice of claim and ensure that the litigants come to trial with all issues clearly defined preventing delay.

**QUESTION 1(D). UNDER WHICH PROVISIONS OF CPC DEALS WITH THE . (3 marks)**

- i).In CPC 1908, pleadings are primarily regulated under Order VI and Order VII.
- ii).Order VI deals with the general rules of pleadings.
- iii). Order VII outlines the procedure for filing a plaint (a formal written statement of a plaintiff's claim).

**QUESTION 1(E). DISCUSS THE FUNDAMENTALS OF PLEADINGS.(4 marks)**

- 1.Every pleading must state facts and not law.
- 2.It must state all material facts and material facts only.
- 3.It must state only the facts on which the party's pleading relies and not the evidence by which they are to be proved;
- 4.It must state such facts concisely, but with precision and certainty.

**QUESTION 1(A). WHAT IS THE MEANING OF THE TERM PLEADING ?( 2 marks)**

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**QUESTION 1 (B). DEFINE PLAINT AND WRITTEN STATEMENT. (2 marks)**

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**QUESTION 1(C). What is the significance of pleading in civil procedure, particularly under the Civil Procedure Code of 1908? (4 marks)**

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**QUESTION 1(D). UNDER WHICH PROVISIONS OF CPC DEALS WITH THE . (3 marks)**

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**QUESTION 1(E). DISCUSS THE FUNDAMENTALS OF PLEADINGS.(4 marks)**

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**QUESTION 2(A). WHAT IS AMENDMENT TO THE PLEADING? (4 marks)**

- i). As per O 6 r 17, the Court may at any stage of the proceedings allow either party to alter or amend his pleadings.
- ii) Only those amendments which are just and necessary for the purpose of determining the real questions in controversy between the parties are allowed.
- iii) There is a proviso which states that parties can amend their pleading before the commencement of the trial unless the court comes to the conclusion that in spite of due diligence the party could not have raised the matter before the commencement of the trial.

**QUESTION 2(B). Write short note on Additional Pleadings.(3 marks)**

- i). Although no pleading subsequent to the written statement of a defendant other than by way of defence to a plea of set-off can be presented without the leave of the court, yet the court may at any time require a written statement or additional written statement from any of the parties, i.e., plaintiff or defendant or both (O.8, r.8).
- ii). They are pleading by way of further and better statement of the nature of the claim or defence or further and better particular of any matter or state in the pleadings.
- iii). These pleading may be ordered under order 6, rule 5 of the Code of Civil Procedure.

**QUESTION 2(C). Write short note on Interlocutory Application .(4 marks)**

- i). "Interlocutory application" means an application to the Court in any suit, appeal or proceeding already instituted in such Court, other than a proceeding for execution of a decree or order.
- ii). The orders which are passed in those applications are called as interlocutory orders.
- iii). To meet the ends of justice and to render timely justice to the parties, the mechanism of filing Interlocutory applications is to an extent indispensable in civil proceedings.
- iv). As an interlocutory application does not encroach upon the merits of the controversy between parties an order pursuant to such applications cannot be regarded as a matter affecting the trial of the suit.

**QUESTION 2(D). Write short note on Striking of Pleadings.(5 marks)**

The Court in accordance with the provisions of Order VI, Rule 16 of the C.P.C. may pass an order for striking out or amending any pleading if the same is considered objectionable. Order VI, Rule 16 of the C.P.C. stipulates that :

"The court may, at any stage of the proceedings, order to be struck out or amended any matter in any pleading—

- (a) Which maybe unnecessary, scandalous frivolous or vexatious or
- (b) which may tend to prejudice ,embarrass or delay the fair trail of suit ,or
- (c) Which is otherwise abuse the process of court

A party can make request to the court to strike out or amend the unnecessary or objectionable matter in the pleadings of the opposite party.

**QUESTION 2(E). Write short note on Memorandum of Appeal.(4 marks)**

- i). The party aggrieved by a decree or order of court appeals by presenting a memorandum of appeal to the appellate court stating the ground of objection to the decree or order appealed against.
- ii). The grounds are set forth without any argument and are numbered consecutively.
- iii). If any ground is omitted, the appellant cannot urge or be heard in support of it except with courts permission.
- iv). It is accompanied by certified copy of decree or order appealed from along with the Vakalatnama from the appellant.

**QUESTION 2(A). WHAT IS AMENDMENT TO THE PLEADING? (4 marks)**

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**QUESTION 2(B). Write short note on Additional Pleadings.(3 marks)**

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**QUESTION 2(C). Write short note on Interlocutory Application .(4 marks)**

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**QUESTION 2(D). Write short note on Striking of Pleadings.(5 marks)**

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**QUESTION 2(E). Write short note on Memorandum of Appeal.(4 marks)**

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**LLB ( Hons) Semester VIII  
DRAFTING / PLEADING AND CONVEYANCING  
UNIT 2**

**QUESTION 1. DESCRIBE SUMMARY SUIT . DRAFT A PLAINT IN SUMMARY SUIT.**

**Q.1( A). DEFINE SUMMARY SUIT.**

i). Order 37 OF CPC provides for the summary procedure where the provision has been made keeping in view certain suits, in order to prevent the unreasonable obstruction laid down by the defendant, who has no defence.

ii). In **Neebha Kapoor v Jayantilal Khandwala**, Supreme Court said the underlying public policy behind Order 37 is expeditious disposal of suits of commercial nature.

iii). In **Inderjeet Kaur vs Nirpal Singh**, Supreme Court warned that a cautious and judicious approach plus a balanced view in respect of competing claims is necessary.

**Q. 1(B).DISCUSS THE MATTERS IN WHICH ARE SUMMARY SUIT IS APPLICABLE.**

It applies to all suits based on bills of exchange, hundies, and promissory notes, or those in which a claimant aims only to revive a debt or liquidated demand in funds payable on a written agreement, an enactment, in which the amount to be retrieved is a fixed amount of money or in the essence of any debt apart from fines, and a guarantee with regard to a debt or liquidated demand.

**Q.1(C). DISCUSS THE ADVANTAGES OF SUMMARY SUIT.**

i).The main advantage of an Order 37 suit is that the plaintiff is entitled to a judgement immediately if the defendant fails to establish that he has a significant defence in his case.

ii). Summary proceedings are legal remedies for recovering money, resolving business transactions, and resolving contractual disputes. In comparison to a regular suit, such proceedings are often easier to establish the plaintiff's case and more difficult for the defendant's side.

**Q.1(D). DRAFT A PLAINT IN SUMMARY SUIT.**

**Summary Suit for Recovery of Price of the Goods Sold and Delivered**

IN THE COURT OF.....  
SUMMARY SUIT NO..... 20....

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

ABC Corporation, having registered office at Indira Nagar , Lucknow.....Plaintiff

Versus

XYZ Corporation, having registered office at Gomti Nagar , Lucknow.....Defendant

THE PLAINTIFF ABOVE NAMED STATES AS FOLLOWS :

1. The plaintiff carries on business as manufacturer and supplier of textile goods. The defendant carries on business as dealer in textile goods.

2. By a written contract/purchaser order dated....., the defendant agreed to purchase from the plaintiff and the plaintiff agreed to sell to the defendant textile goods described therein, at the rate and on the terms and conditions set out therein. Briefly stated, the relevant particulars of the said contract, are as under :-

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3. In pursuance of the said written contract/purchase order, the plaintiff sold and delivered the above referred goods to the defendant as evidenced by the acknowledgment of the defendant on the delivery challan dated..... bearing the endorsement of the defendant in token of having received the said goods. Hereto annexed and marked Exhibit "B" is a copy of the said delivery challan.

4. On....., the plaintiff submitted his invoice no.....dated .....to the defendant for Rs..... covering the value of the said goods. The defendant received and accepted the said invoice. The defendant however failed and neglected to pay the amount payable by the defendant or any part thereof. The said invoice stipulated that the amount thereof was payable within ..... from the date thereof and for delayed payment, interest at..... percent per annum will be charged. The defendant is liable to pay the amount of the said invoice to the plaintiff for price of the said goods sold and delivered under written contract/purchase order as aforesaid along with interest thereon at the rate of..... per annum, being the agreed rate/reasonable rate of interest under the Sale of Goods Act, 1930/being the rate of interest as stipulated in the said invoice.

5. By his Advocate's letter dated ....., the plaintiff called upon the defendant to pay the aforesaid amount to the plaintiff immediately on receipt of the said letter. By his advocate's letter dated ..... the defendant has raised false and frivolous contentions for the first time. By the said letter, the defendant contended that the said goods supplied by the plaintiff were of inferior quality. The demur on..... The defendant had never raised an dispute about the quality of the goods for more than a year. The defendant has now raised this contention for the first time in reply to the notice of demand only with a view to delaying the payment of the legitimate claim of the plaintiff. The plaintiff has replied to the said letter of the defendant's Advocate, by his Advocate's letter dated ..... Hereto annexed and marked Exhibits 'C', 'D' and 'E' are copies of the aforesaid letters.

6. In the premises aforesaid, a sum of Rs..... is due and payable by the defendant to the plaintiff inclusive of interest upto date of filing of the suit as per the particulars of Claim hereto annexed and marked Exhibit 'F'. The suit transaction is a commercial transaction. The defendant is also liable to pay further interest on the principal amount of Rs..... at the reasonable rate of interest. The plaintiff says and submits that this Hon'ble Court be pleased to order and decree the defendant to pay the aforesaid amount with further interest on the principal amount at the rate of.....% per annum for the period commencing from the date of the filing of the suit till payment.

7. The suit is filed as summary suit under the provisions of Order XXXVII of the Code of Civil Procedure 1908 on the basis of written contracts as evidenced by the defendant's purchase order and plaintiff's invoice and delivery challan and that no relief which does not fall within the ambit of Order XXXVII of the Code of Civil Procedure 1908 has been claimed herein.

8. For the purpose of Court fees and jurisdiction the plaintiff values his claim in the suit Rs.....

9. The defendant placed the said order at..... The plaintiff accepted the said order at..... The defendant agreed to pay the price of goods at..... The defendant resides at ..... The entire cause of action has arisen within the jurisdiction of this Court. This Hon'ble Court has jurisdiction to entertain and try this suit.

10. The plaintiff shall rely upon the documents a list whereof is hereto annexed.

The plaintiff prays :

[a] That the defendant be ordered and decreed to pay to the plaintiff the sum of Rs..... as per particulars of claim annexed hereto and marked Ex. '.....' with further interest of Rs..... at the rate of .....% p.a. from the date of filing of the suit till payment or ..... realization

Plaintiff

VERIFICATION:

Verified at Delhi on this the day of .... 2019 that the contents of this affidavit which are true and correct based on official records. No part of it is false and nothing material has been concealed therefrom.

DEPONENT









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Plaintiff

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Deponent

**QUESTION 2. DESCRIBE TEMPORARY INJUNCTION. DRAFT AN APPLICATION FOR THE SAME.**

**Q.2( A). DEFINE TEMPORARY INJUNCTION.**

- i). The Court may impose a temporary restraining order to prevent the Defendant from causing any damage to the Plaintiff's property or threatening to sell it.
- ii). This is an interim relief provided to ensure that Plaintiff's rights are not violated. The Court can issue this Injunction at any point throughout the trial, even before the case is resolved.

**Q.2(B). DISCUSS THE GROUNDS FOR TEMPORARY INJUNCTION.**

O39 R1 provides that Temporary Injunction may be granted by court:

1. Property in dispute is in danger of being WASTED, DAMAGED or ALIENATED by any party to the suit, or WRONGFULLY SOLD IN EXECUTION OF DECREE.
2. Where defendant: THREATENS or INTENDS TO REMOVE or DISPOSE OF HIS PROPERTY with a view to defraud creditors.
3. Where defendant: THREATENS TO DISPOSSESS the plaintiff or otherwise CAUSE INJURY to the plaintiff in RELATION TO THE PROPERTY IN DISPUTE
4. Defendant is about to COMMIT BREACH OF PEACE OR CONTRACT OR OTHERWISE (Order 39 Rule 2).
5. Where the court is of opinion that INTEREST OF JUSTICE, so required.

**Q. 2( C). DISCUSS LANDMARK CASES ON TEMPORARY INJUNCTION.**

- i). ManoharLal vs Seth HiraLal AIR 1962; SC held, even if case not covered on grounds of 0-39, Temporary Injunction can be granted in exercise of Inherent Powers Under Section 151 of CPC.
- ii). Dalpat Kumar vs Prahlad Singh and Ors., the Apex Court, while considering the question of balance of convenience observed that the court while exercising discretion in granting or refusing injunction should exercise sound judicial discretion and should attempt to weigh substantial mischief or injury likely to be caused to the parties , and in the case of refusal of injunction should compare it with that which is likely to be caused to the opposite party, if the injunction is granted.

**Q.2(D). DRAFT AN APPLICATION FOR TEMPORARY INJUNCTION.**

IN THE COURT OF THE CIVIL JUDGE SENIOR DIVISION, KARNAL

Application No. ....of 2022

In

Civil Suit No. .... of 2022

A.....Plaintiff/Applicant

Versus

B.....Defendant

**Application Under Order 39, Rules 1-2, C.P.C.**

The above named plaintiff submits as under that:

- (1) The plaintiff has filed the above suit for a mandatory injunction against the defendant claiming a right of easement of light and air peaceably enjoyed for a continuous period of 30 years and more through the window on the western side of the plaintiff's house.

(2) The defendant is contemplating erection of a wall on the western side of the house belonging to the plaintiff that will obstruct the light and air, peaceably enjoyed by the plaintiff continuously for the last 30 years and more.

(3) The plaintiff is likely to be put to an irreparable loss by the erection of the wall by the defendant. It is, therefore, in the interest of justice that the defendant may be restrained from committing the contemplated injury to the plaintiff and the status quo should be maintained during suit pendency.

(4) The plaintiff has filed the necessary affidavits of his neighbours and his own swearing that the plaintiff has enjoyed the right of light and air for 30 years without any interruption from the windows in the room on the western side of the upper storey of his house.

(5) The plaintiff, therefore, prays that the defendant may be restrained by an order of this Hon'ble Court from erecting any wall on the western side of the plaintiff's house during the pendency of this suit.

Sd/-

Sd/-

Plaintiff's Advocate.

Plaintiff

**Q.2( A). DEFINE TEMPORARY INJUNCTION.**

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**Q.2(B). DISCUSS THE GROUNDS FOR TEMPORARY INJUNCTION.**

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**Q. 2( C). DISCUSS LANDMARK CASES ON TEMPORARY INJUNCTION.**

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**Q.2(D). DRAFT AN APPLICATION FOR TEMPORARY INJUNCTION.**

IN THE COURT OF .....

Application No. .... of 2022  
In  
Civil Suit No. .... of 2022

.....Plaintiff/Applicant

Versus

.....Defendant

**Application Under Order 39, Rules 1-2, C.P.C.**

The above named plaintiff submits as under that:

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Plaintiff's Advocate.

Plaintiff

**QUESTION 3 . DISCUSS APPEAL FROM ORIGINAL DECREE UNDER CPC. DRAFT A. MEMORANDUM OF CIVIL APPEAL .**

**Q. 3 ( A). DEFINE APPEAL AND DISCUSS THE. ARIIOUS PROVISIONS OF APPEAL UNDER CPC.**

i).An appeal is a process by which a judgment/order of a subordinate Court is challenged before its superior court.

ii). The Civil Procedure code 1908 provides for appeals under Sections 96 to 112 to be read with Orders 41 to 45 of the Code. We shall discuss appeals under the following heads along with the general procedure in appeals:

- First Appeals [Section 96-99A and Order 41]
- Second Appeals [Section 100-103, 107-108 and Order 43]
- Orders from which appeal lies [Section 104]
- Powers of Appellate Courts [Section 107]
- Appeal to the Supreme Court [Section 109,112 and Order 45]

**Q. 3 ( B).WHO CAN FILE AN APPEAL**

- Any party to the original proceeding or his/her legal representatives.
- Any person claiming under such party or a transferee of interests of such party.
- Any person appointed by the court as the legal guardian of a minor.
- Any other aggrieved person after taking leave of the court.

(Refer the cases of Krishna v. Mohesh, Veeraya v. Subbia Choudhry etc).

**Q. 3 (C). EXPLAIN APPEAL FROM ORIGINAL DECREE UNDER SECTION 96 CPC.**

- Appeals from original decrees, which is performed by the appellate court, are preferred in a court which is superior in rank to the Court passing the decree.
- Appeal for such decrees may lie on an original decree passed ex parte.
- No appeals will be placed if the decree is passed with the consent of the parties.
- The appeal from original decrees lies on a question of law.
- No appeal lies in any suit of the nature cognizable by Courts of small causes if the amount or value of the subject matter of the original suit is confined to a sum of Rs. 10,000.

**Q.3(D). DRAFT A MEMORANDUM OF APPEAL.**

MEMORANDUM OF APPEAL  
(Under Section 96, CPC)

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD  
UNDER ITS CIVIL APPELLATE JURISDICTION  
FIRST APPEAL NO. 923 OF 2020

Mihir Verma, S/o. Suresh Verma aged 67 years, R/O House No. 39, Ring Road, Allahabad.  
..... (Appellant)

Versus

Ajay Sigh , S/o. Krishna Singh, aged 45 years, R/O House No. 77, Zero Road, Allahabad. ....  
(Respondent)

(Appeal against the judgement and decree passed by Justice. Mukherjee, P, Civil Judge, Senior Division, Allahabad on 01-09-2023)In Suit No. 348 of 2016

The Honourable Chief Justice. And Companion or and other respected Judges of High Court.

The Appellant, most respectfully, humbly, request that:

1. The respondent has filed the Suit No. 348 of 2016 in the Court of Civil Judge, Senior Division, Allahabad , against the appellant for the recovery Rs. 1,15,000 which sum the average



appellant allegedly owed to the respondent against a promissory note executed by the appellant in favour of the respondent.

2. The learned Judge heard the said suit and passed a decree of Rs. 1,20,000 against the appellant on the 1st day of September , 2023.
3. The appellant being aggrieved by the said decree and judgment prefers this appeal on the following amongst other grounds:
  - (i) That the learned Judge erred in holding that the promissory note was legally valid.
  - (ii) That the learned judge ought to have held that the promissory note was invalid.
  - (iii) That the promissory note was invalid and hence, not enforceable against the appellant.
  - (iv) That no consideration has passed from the respondent to the appellant under the promissory note.
  - (v) That the learned Judge erred in holding that the promissory note was executed by the appellant.
  - (vi) That the learned judge ought to have held that the promissory note was not executed by the appellant.
  - (vii) That the handwriting expert was not called in spite of the repeated request from the appellant.
  - (viii) That the learned Judge erred in not appreciating the evidence of the appellant (defendant) and his witnesses.
  - (ix) That the decision of the learned Judge is against the weight of evidence in the case, and the learned Judge ought to have dismissed the plaintiff's suit.
  - (x) That the decision of the trial Court is against justice, equity and good conscience and hence not sustainable.
4. The appellant has not filed any other appeal prior to this in the Honourable Court.
5. The appellant, therefore, submits that the Honourable Court be pleased to send for the records of the suit from the trial Court and set aside the decree and the judgment of the trial Court.
6. Pending the hearing and final disposal of this appeal, the respondent be restrained by an order of the Honourable Court from executing the aforesaid decree against both-person and property of the appellant.

Any other order which may be deemed fit in the interest of justice, may be in past in favour of appellant.

This 18th day of March 2024 at Allahabad.

Appellant \_\_\_\_\_

Advocate for the Appellant \_\_\_\_\_



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..... (Appellant)

Versus

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(Respondent)

(Appeal against

the.....)

The Hon'ble Chief Justice. And Companion or and other respected Judges of High Court.

The Appellant, most respectfully, humbly, request that:

The Honourable Chief Justice. And Companion or and other respected Judges of High Court.

The Appellant, most respectfully, humbly, request that:

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3. The appellant being aggrieved by the said decree and judgment prefers this appeal on the following amongst other grounds:

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This 18th day of March 2024 at Allahabad.

Appellant \_\_\_\_\_

Advocate for the Appellant \_\_\_\_\_

**LLB ( Hons) Semester VIII  
DRAFTING / PLEADING AND CONVEYANCING  
UNIT 3**

**Q.1 What is an bail ?Draft a bail application in case of bailable offence.**

**Q.1( A). DISCUSS THE CONCEPT OF BAIL UNDER CRPC.**

**Bail** connotes the process of procuring the release of an accused charged with certain offences by ensuring his future attendance in the court for trial and compelling him to remain within the jurisdiction of the court.

**Q.1(B). DISCUSS THE CONCEPT OF BAILABLE OFFENCES.**

i).According to Section 2(a) of CrPC bailable offence means an offence that is classified as bailable in the First Schedule of the Code, or which is classified as bailable under any other law. An accused can claim bail as a matter of right if he is accused of committing a bailable offence.

ii). The police officer or any other authority has no right to reject the bail if the accused is ready to furnish bail. Under **Section 436** of CrPC 1973, a person accused of a bailable offence at any time while under arrest without a warrant and at any stage of the proceedings has the right to be released on bail.

**Q. 1( C). DISCUSS LANDMARK CASES ON BAIL.**

i). In the case of *Kamlapati v. State of West Bengal (1978)*, the Supreme Court defined bail as a mechanism that is established for attaining the synthesis of two essential conceptions of human worth, namely, the right of an accused to personal freedom and the public interest in which a person's release is conditional on the surety producing the accused person in court to stand trial.

ii) Bail is granted as a norm, while rejection is an exception, as held in the *Satender Kumar Antil v. Central Bureau of Investigation (2022)* (CBI) case

**Q.1(D). DRAFT AN APPLICATION FOR BAIL UNDER BAILABLE OFFENCE.**

IN THE COURT OF THE HON'BLE JUDICIAL MAGISTRATE CLASS 1, LUCKNOW

Criminal Case. No. 50643/2022

M/s Kotak Mahindra Prime Ltd..... Complainant

Versus

Shashidhara B N..... Accused

**APPLICATION UNDER SECTION 436 OF CODE OF CRIMINAL PROCEDURE**

The above named accused begs to submit as follows:

1. It is submitted that the complaint has registered the case against the accused for alleged offence punishable under section 200 and section 138 of N.I. Act.
2. It is submitted that the above named accused is innocent of the alleged offences and allegations made by the complainant are absolutely false, frivolous and concocted stories.
3. It is submitted that the above said offence is not punishable for life or death imprisonment, and the offences are bailable in nature. It is further submitted that the above named accused is innocent of the alleged offences; allegation made by the complainant is absolutely false and frivolous.
4. It is submitted that the above named accused is a permanent resident of the above said address stated in the cause title and he is ready to furnish cash surety to the satisfaction of this Hon'ble court.
5. It is submitted that the above named accused will abide by any conditions of this Hon'ble court.

WHEREFORE, the above named accused most humbly prays that this Hon'ble court may be pleased to enlarge the accused on bail, in the interest of justice and equity.

PLACE: Lucknow

DATE: 12.07.2023.

ADVOCATE FOR ACCUSED (.....)

**Q.1 What is an bail ?Draft a bail application in case ofailable offence.**

**Q.1( A). DISCUSS THE CONCEPT OF BAIL UNDER CRPC.**

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**Q.1(B). DISCUSS THE CONCEPT OF BAILABLE OFFENCES.**

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**Q. 1( C). DISCUSS LANDMARK CASES ON BAIL.**

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**Q.1(D). DRAFT AN APPLICATION FOR BAIL UNDER BAILABLE OFFENCE.**

IN THE COURT OF THE HON'BLE .....

Criminal Case. No. ....

..... Complainant

Versus

.....Accused

**APPLICATION UNDER SECTION .....**

The above named accused begs to submit as follows:

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PLACE: .....

DATE: .....

ADVOCATE FOR ACCUSED (.....)

**Q.2 Who can claim maintenance under section 125 of the CrPC. Draft a petition under the same.**

**Q.2(A).Who can claim maintenance under section 125 of the CrPC**

- Wife: A wife who is unable to maintain herself can claim maintenance from her husband. The wife is entitled to maintenance if she is unable to support herself. The word "wife" refers to a woman who has been divorced or sought divorce from her spouse and has not remarried.
- Children: Children, whether legitimate or illegitimate, who are unable to maintain themselves and are below a certain age or mentally/physically disabled can claim maintenance from their parents.
- parents: Under this, both father and mother are entitled to be maintained equally by son and daughter, but the court must be satisfied that the daughter has the means to support herself. Parents also include “Adoptive father” and “Adoptive mother.”

**Q.2(B).State the conditions for grant of maintenance.**

i).Neglect or Refusal: The person seeking maintenance must demonstrate that the respondent (the person from whom maintenance is sought) has neglected or refused to provide financial support.

ii).Dependency: The claimant must establish their inability to maintain themselves and their dependency on the respondent for financial assistance.

iii).Sufficient Means: The person from whom maintenance is claimed must have sufficient means to maintain the person claiming.

**Q.2(C).Discuss landmark cases on section 125 CrPC.**

i).Mohd. Ahmed Khan v. Shah Bano Begum, (1985) 2 SCC 556. The Supreme Court held that there is no conflict between the provisions of Section 125 CrPC and those of the Muslim Personal Law on the question of the Muslim husband's obligation to provide maintenance for a divorced wife who is unable to maintain herself.

ii).The purpose of Section 125 CrPC was explained in the case of K. Vimal v. K. Veeraswamy, where it was held that Section 125 of the Code had been introduced for achieving a social purpose. The aim of this section is the welfare of the wife by providing her with the required shelter, food after the separation from the husband.

**Q.2(D)Draft a petition of maintenance under section 125 CrPC.**

IN THE COURT OF FIRST CLASS MAGISTRATE LUCKNOW

CASE NO. 289 of 2023  
IN THE MATTER OF:

MRS. X .....PETITIONER

VERSUS

MR.Y ..... RESPONDENT

**Petition for maintenance under Section 125 of Criminal Procedure Code, 1973**

The Petitioner respectfully submits as under:

1. That Petitioner No. 1 is the legally wedded wife of the Respondent.
2. That marriage of the Petitioner was solemnised with Respondent on (date) at (place). {Conditional to personal laws: According to Hindu rites and ceremonies} and/or registered at.... After the marriage, the Petitioner was residing at her matrimonial home. Two years later the solemnisation of marriage, Petitioner no. 1 was blessed with a child, Petitioner no. 2.
3. That for about four years, relations between Petitioner No. 1 and her husband Respondent were cordial but thereafter, he treated her with cruelty.....

4. That after such repeated acts of cruelty, Petitioner No. 1 and 2 have been compelled to leave their matrimonial home.
5. That the Respondent never sent any money to the Petitioner to meet with her expenses and the expenses of her minor child.
6. That the petitioner having no source of income is unable to maintain herself and her child.
7. That the Respondent owns a grocery store and earns Rs.10,000/- per month.
8. That the Respondent has no other liability, while the Petitioner is dependent upon him for her day-to-day expenses.
9. That the Petitioner is accordingly entitled to claim maintenance to meet her day-to-day expenses.
10. That this Court has the jurisdiction to entertain and try this petition as marriage between the petitioner and the respondent was solemnised here and the petitioners are living within the jurisdiction of this Court.
11. In the facts and circumstances of the case mentioned herein-above this Hon'ble Court may graciously be pleased to:

**P R A Y E R**

That the Petitioner, therefore, prays:

1. the Respondent be directed to pay a monthly allowance of Rs. 6,500/- by way of Maintenance i.e., Rs. 4,000 for Petitioner No.1 and Rs, 2,500 for Petitioner No. 2 from the date of the application. Petitioner No. 2 is a minor child, and the petition on his behalf his filed through his mother.
2. 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 :

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**VERIFICATION**

Verified at (place) on this day of (date) that the contents of paragraph 1 to 8 are true to my knowledge and; and the contents of paragraph (No.) to (No.) are based on legal advice received and believed by me to be true and lastly, paragraph (No.) is the prayer before this Hon'ble Court.

Deponent



**Q.2(A).Who can claim maintenance under section 125 of the CrPC.**

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**Q.2(B).State the conditions for grant of maintenance.**

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**Q.2(C).Discuss landmark cases on section 125 CrPC.**

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**Q.2(D)Draft a petition of maintenance under section 125 CrPC.**

IN THE COURT OF .....

CASE NO. .... of .....  
IN THE MATTER OF:

.....Plaintiff  
Versus  
.....Defendant.  
**Petition for maintenance under ..... of Criminal Procedure Code, 1973**

The Petitioner respectfully submits as under:

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**P R A Y E R**

That the Petitioner, therefore, prays:

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**PETITIONER THROUGH**

Advocate

Place :

Date : \_\_\_\_\_

**VERIFICATION**

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**DRAFTING / PLEADING AND CONVEYANCING  
UNIT 4**

**Q.1 What do you mean by deed and what are its kind and parts ?Explain.**

**Q.1( A). Discuss the concept of deed.**

A deed is any written legal document that transfers, affirms, or confirms the interest, rights, property, and so on. A valid deed is which that requires the grantor, the actual owner of the land conveys his interest to the guarantee, the receiver of the title. A deed is a special form of document which indicates an individual's most sincere promise to do something that he or she has contracted to do so.

**Q.1(B). Discuss the different types of deeds.**

Mortgage deed

Warranty deed

Grant deed

Trust deed

Court order deeds, and so on.

**Q. 1( C). What are the various parts of deed?**

i).A deed contains various paragraphs, wherein each paragraph is concerned with specific details or information in a comprehensive language.

ii) The various parts of deed are -

(1) The non-operative part

(2) The operative part

(3) The format part

**Q1(D).Explain the above parts in detail.**

i).The non-operative part contains description or name of deed, date of the deed, parties to the deed and the recitals.

ii).The operative part contains testatum or premises, habendum, exception and reservations and covenants.

iii). The formal part contains testimonium, signature and attestation, parcels of description of the parties.

**Q1(E). What is a deed pool?**

When a deed is executed amidst two or more than two persons and multiple copies of the deed are created, such that each party possesses a copy of it. Such an arrangement is called a deed pool.

**Q.1( A). Discuss the concept of deed.**

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**Q.1(B). Discuss the different types of deeds.**

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**Q. 1( C). What are the various parts of deed?**

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**Q1(D). Explain the above parts in detail.**

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**Q1(E). What is a deed pool?**

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**Q.2 Define sale and draft a sale deed.**

**Q.2(A). Define Sale.**

- Sale can be of immoveable property and moveable property.

- Sale of immovable property is defined in section 54 of the Transfer of Property Act, 1882 as a transfer of ownership in exchange for a price, paid or promised or part paid and part promised.
- Sale of goods (moveable property) is defined in section 4 of Sale of Goods Act, 1930 as a contract whereby property in goods is actually transferred by the seller to the buyer for a price.

**Q.2(B). State the modes of transfers of property by sale.**

There are only two modes of transfer of property by sale and those are:

- (1) By registered instrument
- (2) By delivery of possession

Such transfer in case of tangible immovable property of the value of 100 rupees or upwards or in the case of reversion or other intangible thing can be made only by registered instrument.

In case of tangible immovable property of a value less than 100 rupees, such transfer shall be either made by a registered instrument or by delivery of the property.

**Q.2 ( C ) Define Agreement to sell.**

i). It is an agreement to sell a property in future. This agreement specifies the terms and conditions under which the property in question will be transferred. The sale of such property shall take place on the terms settled

between the parties. Thus, it does not, of itself, create any interest in or charge on such property.

ii). According to sec 54 of the Transfer of Property Act, an agreement for sale whether with possession or without possession is not a conveyance. It enacts that the sale of immovable property can be made only by a registered

instrument and agreement for sale does not create any interest or charge on its subject matter.

**Q.2(D) Draft a sale deed.**

**DEED OF ABSOLUTE SALE**

This **DEED OF ABSOLUTE SALE** is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand \_\_\_\_\_

**BETWEEN**

Sri \_\_\_\_\_, son/wife/daughter of Sri/Late \_\_\_\_\_, aged about \_\_\_\_\_ years, holding PAN \_\_\_\_\_, by Caste \_\_\_\_\_, by Nationality Indian, residing at \_\_\_\_\_, hereinafter called the "**SELLER**" (which expression shall mean and include his legal heirs, successors, successors-in-interest, executors, administrators, legal representatives and assigns) of the **ONE PART**.

**AND**

Sri \_\_\_\_\_, son of \_\_\_\_\_, aged about \_\_\_\_\_ years, by Caste \_\_\_\_\_, by Nationality Indian, holding PAN \_\_\_\_\_, residing at \_\_\_\_\_, hereinafter called the "**PURCHASER**" (which expression shall mean and include his legal heirs, successors, successors-in-interest, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

The **SELLER** and the **PURCHASER** are hereinafter referred collectively as parties and individually as party.

**WHEREAS** the **SELLER** is the absolute owner, in possession and enjoyment of the piece and parcel of \_\_\_\_\_ land measuring about \_\_\_\_\_ decimal, lying and situated in R.S. Plot Number \_\_\_\_\_, corresponding L.R. Plot Number \_\_\_\_\_, Recorded in R.S. Khatian Number \_\_\_\_\_ and L.R. Khatian Number \_\_\_\_\_, at Mouza \_\_\_\_\_, J.L. Number \_\_\_\_\_, Touzi Number \_\_\_\_\_, under Police Station \_\_\_\_\_, Registration Sub-District \_\_\_\_\_, in the district of \_\_\_\_\_, more fully and particularly described in the schedule here under written and hereafter referred to as the "**SCHEDULE PROPERTY**".

**ANDWHEREAS** the **SCHEDULE PROPERTY** was the self acquired property of \_\_\_\_\_, deceased father of the **SELLER** and he purchased the same from Sri \_\_\_\_\_, son of \_\_\_\_\_ of \_\_\_\_\_, by virtue of a Sale Deed dated \_\_\_\_\_, registered in the office of the \_\_\_\_\_, in Book 1, Volume No. \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_, Being Number \_\_\_\_\_ for the Year \_\_\_\_\_.

**ANDWHEREAS** the said \_\_\_\_\_ died in-estate on \_\_\_\_\_ leaving behind his only son namely, Sri \_\_\_\_\_, the **SELLER** herein, as the only legal heir.

**ANDWHEREAS** the **SELLER** herein, as the only legal heirs of the deceased \_\_\_\_\_, have become the absolute owner of the **SCHEDULE PROPERTY** since the death of his father \_\_\_\_\_ on and he has been enjoying the same with absolute right, title and interest since then and he has clear and marketable title to the **SCHEDULE PROPERTY**.

**ANDWHEREAS** the **SELLER** being in need of funds to meet his personal commitments and family expenses have decided to sell the **SCHEDULE PROPERTY** and the **PURCHASER** has agreed to purchase the same.

**ANDWHEREAS** the **SELLER** agreed to sell, convey and transfer the **SCHEDULE PROPERTY** to the **PURCHASER** for a total consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and the **PURCHASER** herein agreed

to purchase the same for the aforesaid consideration and to that effect the parties entered into an agreement on the \_\_\_\_\_.

**NOW THIS DEED OF SALE WITNESSETH:**

1. **THAT** in pursuance of the aforesaid agreement and in consideration of a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only received by the SELLER in cash/cheque/bankdraft and upon receipt of the said entire consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only (the SELLER doth hereby admit, acknowledge, acquit, release and discharge the PURCHASER from making further payment thereof) the SELLER doth hereby sell, conveys, transfers, and assigns unto and to the use of the PURCHASER the SCHEDULE PROPERTY together with the water ways, easements, advantages and appurtenances, and all estate, rights, title and interest of the SELLER to and upon the SCHEDULE PROPERTY TO HAVE AND TO HOLD the SCHEDULE PROPERTY hereby conveyed unto the PURCHASER absolutely and forever.
2. **THAT THE SELLER DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:**
  - i. **That** the SCHEDULE PROPERTY shall be quietly and peacefully entered into and held and enjoyed by the PURCHASER without any interference, interruption, or disturbance from the SELLER or any person claiming through or under him.
  - ii. **That** the SELLER have absolute right, title and full power to sell, convey and transfer unto the PURCHASER by way of absolute sale and that the SELLER have not done anything or knowingly suffered anything whereby their right and power to sell and convey the SCHEDULE PROPERTY to the PURCHASER is diminished.
  - iii. **That** the property is not subjected to any encumbrances, mortgages, charges, lien, attachments, claim, demand, acquisition proceedings by Government or any kind whatsoever and should thereby and the SELLER shall discharge the same from and out of his own fund and keep the PURCHASER indemnified.
  - iv. **That** the SELLER hereby declares with the PURCHASER that the SELLER have paid all the taxes, rates and other outgoings due to local bodies, revenue, urban and other authorities in respect of the SCHEDULE PROPERTY up to the date of execution of this sale deed and the PURCHASER shall bear and pay the same hereafter. If any arrears are found due for the earlier period, the same shall be discharged/borne by the SELLER.
  - v. **That** the SELLER have handed over the vacant possession of the SCHEDULE PROPERTY to the PURCHASER on \_\_\_\_\_ and delivered the connected original title document in respect of the SCHEDULE PROPERTY hereby conveyed on the date of execution of these presents.
  - vi. **That** the SELLER will at all times and at the cost of the PURCHASER execute, register or cause to be done, all such acts and deeds for perfecting the title to the PURCHASER in the property hereby sold and conveyed herein.
  - vii. **That** the SELLER do hereby covenants and assures that the PURCHASER is entitled to have mutation of his name in all public records, local body and also obtain all documents in the name of the PURCHASER and undertakes to execute any deed in this respect.

**SCHEDULE OF PROPERTY**

All that piece and parcel of \_\_\_\_\_ land measuring about \_\_\_\_\_ decimal, lying and situated in R.S. Plot Number \_\_\_\_\_, corresponding L.R. plot Number \_\_\_\_\_, Recorded in R.S. Khatian Number \_\_\_\_\_ and L.R. Khatian Number \_\_\_\_\_, at Mouza \_\_\_\_\_, J.L. Number \_\_\_\_\_, Touzi Number \_\_\_\_\_, under Police Station \_\_\_\_\_, Registration Sub-District \_\_\_\_\_, in the district of \_\_\_\_\_, butted and bounded by:

On the North :

On the South :

On the East :

On the West :

IN WITNESS WHEREOF the **SELLER** and the **PURCHASER** have set their signatures on the day month and year first above written.

\_\_\_\_\_  
**SELLER**

\_\_\_\_\_  
**PURCHASER**

**WITNESSES:**

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LL.B( Hons) Semester VIII  
PAPER 5 DPC.  
UNIT 4.

NAME OF THE STUDENT.....MO.NO.....  
CHECKED BY.....MAX.NO.....  
SECTION.....OBT.NO.....

**Q.2(A).Define Sale.**



