

IN THE HON'BLE COURT OF DISTRICT JUDGE, \_\_\_\_\_ COURTS,  
\_\_\_\_\_ DISTRICT, \_\_\_\_\_  
IN  
COMMERCIAL SUIT NO. \_\_\_\_\_ OF 20\*\*

**IN THE MATTER OF**

.....PLAINTIFF

VERSUS

....DEFENDANTS

**INDEX**

<b>S.No.</b>	<b>PARTICULARS</b>	<b>PAGE NO.</b>
1.	COURT FEES	
2.	MEMO OF PARTIES	
3.	COMMERCIAL SUIT FOR RECOVERY UNDER SECTION 6 OF THE COMMERCIAL COURTS, ACT, 2015 FOR SUM OF RUPEES _____in words_____ (INR *,00,000/-) ONLY ALONG WITH AFFIDAVIT	
4.	COPY OF LETTER DATED **/**/20** IS ATTACHED HEREWITH AS ANNEXURE A-1.	
5.	OPY OF LEASE AGREEMENT DATEDIS ATTACHED HEREWITH AS ANNEXURE A-2.	
6.	COPY OF TELEPHONIC/WHATSAPP MESSAGE DATED **/**/20** IS ATTACHED HEREWITH AS ANNEXURE A-3.	
7.	COPY OF TELEPHONIC/WHATSAPP MESSAGE DATED **/**/20** IS ATTACHED HEREWITH AS ANNEXURE A-4.	
8.	COPY OF TELEPHONIC/WHATSAPP MESSAGE DATED **/**/20** IS ATTACHED HEREWITH AS ANNEXURE A-5.	
9.	COPY OFLEGAL NOTICE DATED **/**/20** IS ATTACHED HEREWITH AS ANNEXURE A-6.	
10.	COPY OF MEDIATION CERTIFICATE/NON-STARTER REPORTDATED **/**/20** VIDE REF.NO. _____/MED/NDDLSA/___ IS ATTACHED HEREWITH AS ANNEXURE A-7.	
11.	AFFIDAVIT ON BEHALF OF PLAINTIFF U/S 65B(4) OF INDIAN EVIDENCE ACT,1872	
12.	VAKALATNAMA	

Filed On: \_\_\_\_\_  
Filed At: \_\_\_\_\_

PLAINTIFF

THROUGH COUNSEL

**NITINYAYA LAW OFFICES**  
**Advocate(s) for the Appellant/Plaintiff**  
Chamber No.103, New Lawyers Chambers  
CK Daphtary Block, Tilak Lane  
Supreme Court of India, New Delhi-110001  
Contact no.:09818085505, 011-45009902  
Email id- [info@nitinyaya.com](mailto:info@nitinyaya.com)

IN THE HON'BLE COURT OF DISTRICT JUDGE, \_\_\_\_\_ COURTS,  
\_\_\_\_\_ DISTRICT, \_\_\_\_\_  
IN  
COMMERCIAL SUIT NO. OF 20\*\*

**IN THE MATTER OF:**

.....PLAINTIFF

VERSUS

....DEFENDANT(S)

**MEMO OF PARTIES**

..... PLAINTIFF

VERSUS

....DEFENDANT

Filed On: \_\_\_\_\_  
Filed At: \_\_\_\_\_

**PLAINTIFF**

THROUGH COUNSEL

**NITINYAYA LAW OFFICES**  
**Advocate(s) for the Appellant/Plaintiff**  
Chamber No.103, New Lawyers Chambers  
CK Daphtary Block, Tilak Lane  
Supreme Court of India, New Delhi-110001  
Contact no.:09818085505, 011-45009902  
Email id- [info@nitinyaya.com](mailto:info@nitinyaya.com)

IN THE HON'BLE COURT OF DISTRICT JUDGE, \_\_\_\_\_ COURTS,  
\_\_\_\_\_ DISTRICT, \_\_\_\_\_  
IN  
COMMERCIAL SUIT NO. \_\_\_\_\_ OF 20\*\*

**IN THE MATTER OF:**

.....PLAINTIFF

VERSUS

.....DEFENDANT

**COMMERCIAL SUIT FOR RECOVERY UNDER SECTION 6 OF THE  
COMMERCIAL COURTS, ACT, 2015 FOR SUM OF RUPEES \_\_\_\_\_ in  
words \_\_\_\_\_ (INR \*,00,000/-) ONLY**

**MOST RESPECTFULLY SHOWETH:**

1. That the Plaintiff is a \_\_\_\_\_.
2. That the Defendant approached the Plaintiff in the month of \_\_\_\_\_, 20\*\* for leasing out its premises admeasuring \_\_\_\_\_ sq ft approx. area situated at Ground Floor, Plot No. \_\_\_\_\_.
3. That the Plaintiff after having explained to Defendant about its work policy and fee structure began to work as per the requirements and specifications shared by Defendant.
4. That in pursuance of aforesaid facts, the Defendant also signed a letter dated \*\*/\*\*/20\*\* agreeing to pay a Consultancy fee equivalent to four and a half (4.5) months of the rent to be paid to the prospective tenant along with applicable taxes which is to be paid upon signing of the lease deed with the prospective lessee and upon receipt of the Security deposit. Copy of letter dated \*\*/\*\*/20\*\* is attached herewith as **Annexure A-1**.
5. That the Plaintiff showed the premises of the Defendant to few of its clients who were willing to take the premises on lease/license from the Defendant and finally the deal was closed with XYZ Bank Ltd. (Lessee) who agreed to take the premises of the Defendant on lease.
6. That the Lessee i.e XYZ Bank Ltd agreed to take on lease Ground Floor of the above premises admeasuring about \_\_\_\_\_ sq.ft for a monthly rent of Sum of Rupees \_\_\_\_\_ in words \_\_\_\_\_ (INR \*,00,000/-) Only. Copy of Lease Agreement dated is attached herewith as **Annexure A-2**.

7. That the Plaintiff requested the Defendant for payment of brokerage fee equivalent to 4.5 months rental amounting to Sum of Rupees \_\_\_\_\_in words\_\_\_\_\_ (INR \*,00,000/-) Only vide telephonic/WhattsApp messages dated \*\*/\*\*/20\*\*, \*\*/\*\*/20\*\* and \*\*/\*\*/20\*\* respectively. Copy of telephonic messages dated \*\*/\*\*/20\*\*, \*\*/\*\*/20\*\* and \*\*/\*\*/20\*\* are attached herewith as **Annexure A-3, Annexure A-4 and Annexure A-5.**
8. That despite numerous reminders through phone calls and messages vide WhatsApp the Plaintiff has not yet paid till date the brokerage fees amounting to Sum of Rupees \_\_\_\_\_in words\_\_\_\_\_ (INR \*,00,000/-) Only.
9. That the Defendant delayed the payment of the Consultancy fee to the Plaintiff on one pretext or another and the Plaintiff has been deprived from the commission/fee/consultancy charges for providing its services in leasing the premises under question.
10. That on \*\*/\*\*/20\*\* Plaintiff sent a legal notice to Defendant calling upon the Defendant to pay Sum of Rupees \_\_\_\_\_in words\_\_\_\_\_ (INR \*,00,000/-) Only towards consultancy fee of Plaintiff along with interest @ \_\_ % per annum from the date when the amount was due till the date of actual payment. Copy of legal notice dated \*\*/\*\*/20\*\* is attached herewith as **Annexure A-6.**
11. That on \*\*/\*\*/20\*\* Plaintiff filed an application for Pre-litigation Mediation before \_\_\_\_\_ District Legal Services Authority, \_\_\_\_\_ but however, the Defendant did not appeared on any respective dates. The copy of Mediation Certificate/ Non-Starter Report dated \*\*/\*\*/20\*\* vide Ref. No. \_\_\_\_\_/Med/NDDLSA/\_\_\_ is attached herewith as **Annexure A-7.**
12. That the cause of action arose when the Plaintiff requested the Defendant for payment of brokerage fee equivalent to 4.5 months rental amounting to Sum of \_\_\_\_\_in words\_\_\_\_\_ (INR \*,00,000/-) Only vide telephonic/WhattsApp messages dated \*\*/\*\*/20\*\*. It again arose when the Plaintiff sent a legal notice dated \*\*/\*\*/20\*\* to the Defendant thereby calling upon the Defendant to pay the pending aforementioned brokerage amount/fees. The cause of action is still continuing and subsisting one as the Defendant have not paid any amount towards the outstanding pending brokerage amount/fees.

13. That the Plaintiff in the captioned Commercial Suit resides and works at \_\_\_\_\_, therefore this Hon'ble Court has the territorial and pecuniary jurisdiction to try and entertain the present suit.
14. That the value for the purposes of court fees has been affixed along with the suit in the interest of justice.

**PRAYER**

In the light of the abovementioned facts and law the Plaintiff most humbly prays before this Hon'ble court to:

- a) Pass a decree for the recovery of Sum of Rupees \_\_\_\_\_ in words \_\_\_\_\_ (INR \*,00,000/-) Only in favour of the Plaintiff and against the Defendants along with future interest @ \_\_% pa till the pendency of the commercial suit;
- b) Award cost of the suit in favour of Plaintiff and against the Defendants;
- c) Pass any other direction or order which this Hon'ble court may deem fit or necessary in the interest of justice.

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

Filed On: \_\_\_\_\_  
Filed At: \_\_\_\_\_

**PLAINTIFF**

**THROUGH COUNSEL**

**NITINYAYA LAW OFFICES**  
**Advocate(s) for the Appellant/Plaintiff**  
Chamber No.103, New Lawyers Chambers  
CK Daphtary Block, Tilak Lane  
Supreme Court of India, New Delhi-110001  
Contact no.:09818085505, 011-45009902  
Email id- [info@nitinyaya.com](mailto:info@nitinyaya.com)

**VERIFICATION**

Verified on \*\*/\*\*/20\*\* at \_\_\_\_\_, that contents of the present Commercial Suit from paragraph no.1 to paragraph no.14 are correct and true to the best of the knowledge of the Plaintiff.

**PLAINTIFF**

IN THE HON'BLE COURT OF DISTRICT JUDGE, \_\_\_\_\_ COURTS,  
\_\_\_\_\_  
DISTRICT, \_\_\_\_\_  
IN  
COMMERCIAL SUIT NO. OF 20\*\*

**IN THE MATTER OF**

.....PLAINTIFF

VERSUS

.....DEFENDANT

**AFFIDAVIT**

I \_\_\_\_\_, do hereby solemnly affirm and declare as under:

1. I say that I am the Plaintiff in the above captioned suit and well conversant with the facts and circumstances of the case and is competent to depose the present affidavit.
2. I say that the accompanying Commercial Suit has been drafted by my counsel on my instructions, contents whereof are true and correct to my knowledge and the same may kindly be read as part and parcel of present Affidavit which for the purposes of brevity are not being reproduced herein.

**DEPONENT**

**VERIFICATION**

Verified on \*\*/\*\*/20\*\* at \_\_\_\_\_, that the contents of this affidavit are correct and true to the best of the knowledge of the Plaintiff.

**DEPONENT**

IN THE COURT OF DISTRICT JUDGE, \_\_\_\_\_  
DISTRICT, \_\_\_\_\_ COURTS,  
IN  
COMMERICAL SUIT No.      OF 20\*\*

**IN THE MATTER OF:**

...PLAINTIFF

VERSUS

...DEFENDANT

**AFFIDAVIT ON BEHALF OF THE PLAINTIFF UNDER SECTION 65 (B)(4)  
OF THE INDIAN EVIDENCE ACT.**

I \_\_\_\_\_, do hereby solemnly affirm and declare as under

1. That I am the Authorised representative on behalf of Plaintiff in the above mentioned Suit and as such, I am well conversant with the facts and circumstances of the case and hence competent to swear the present affidavit in my personal capacity.
2. That I say that the Copy of the Emails dated \*\*/\*\*/20\*\*, \*\*/\*\*/20\*\* and \*\*/\*\*/20\*\* respectively are produced from the computer during the period over which the computer was used regularly to store or process information for the purpose of any activities regularly carried on over that period by the Plaintiff having lawful control over the use of the computer.
3. That I say that aforesaid computer which was operating properly, were not such as to affect the electronic record or the accuracy of its contents.
4. That the above affidavit, therefore, in the facts and circumstances of the case, is sufficient compliance of Section 65B of the Evidence Act.

**DEPONENT**

**VERIFICATION**

Verified at \_\_\_\_\_ on this day of \_\_\_\_\_, 20\*\* that the contents of the affidavit from paragraph 1 to paragraph 4 are true and correct to the best of my knowledge and nothing material has been concealed there from.

**DEPONENT**



**VAKALATNAMA**  
**IN THE COURT OF DISTRICT JUDGE, \_\_\_\_\_ DISTRICT**  
**\_\_\_\_\_ COURT, \_\_\_\_\_**  
**COMMERICAL SUIT No.      OF 20\*\***

**IN THE MATTER OF:**

.....PLAINTIFF

VERSUS

....DEFENDANT

KNOW ALL to whom these presents shall come that I, \_\_\_\_\_, Authorized Representative on behalf of above named Plaintiff(s) do hereby appoint

\_\_\_\_\_

Hereinafter called the Advocate(s) to be my/our Advocate in the above-noted case and authorize them:-

To act, appear and plead in the above-noted case in this, or in any other court in which the same may be tried or heard and also in the appellate Courts including High Court.

To sign, file, verify and present pleadings, replications, appeals, cross-objections, or petitions for execution, review, revision, restoration, withdrawal, compromise, or other petition, replies, objections, or affidavits of other documents as may be deemed necessary or proper for the prosecution of said case in all its stages.

To withdraw, or compromise, the said case or submit to as arbitration any differences or disputes that may arise touching or in any manner relating to the said case. To take our execution proceedings.

To deposit, draw and receive moneys, cheques and grant receipts thereof, and to do all other acts & things which may be necessary to be done for the progress and in the course of the prosecution of the said case.

To appoint and instruct any other legal Practitioner, authorizing him to exercise the power and authority hereby conferred upon the advocate whenever he may think fit to do & to sign the power of attorney on our behalf.

And I/We the undersigned do hereby agree to ratify and confirm acts, done by the Advocate or his substitute in the matter as my/our duly authorized agent would appear in Court on all hearings & will inform the Advocate for appearance, when the case is called.

And I/We the undersigned do hereby agree not to hold the Advocate or his substitute responsible for the result of the said case in consequence of his absence from the Court when the said case is called up for hearing or for any negligence of the said Advocate or his Substitute. And I/We the undersigned do hereby agree that the whole fee will be payable in advance and that in the event of the whole or any part of the fee agree by me/us to be paid to the Advocate, remaining unpaid, he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. If any costs are allowed for an adjournment, the advocate would be entitled to the same.

IN WITNESS WHEREOF I/WE do hereunto set my/or hand to these presents the contents of which have been understood by me/us on this \_\_\_day of \_\_\_\_\_, 20\*\*.Accepted subject to the terms of fees.

Advocate /Counsel .....

Client.....

