

IN THE COURT OF SHRI/MS. XYZ, CIVIL JUDGE
WEST DISTRICT, TIS HAZARI COURTS, DELHI.

Civil Suit No. XXX.

IN THE MATTER OF:-

XXXX

.....PLAINTIFF

Versus

XXXX

.....DEFENDANT

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Filed On: __/__/20__
Filed At : New Delhi

DEFENDANT
(Through Authorised Representative)
THROUGH
ADVOCAT

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N.D.O.H : __/__/20__

WRITTEN STATEMENT ON BEHALF OF DEFENDANT.

MOST RESPECTFULLY SHOWETH:-

Preliminary Objections:-

1. That the present suit is not maintainable in law and on facts, hence the suit is liable to be dismissed with heavy cost.
2. That the plaintiff has not approached this Hon'ble court with clean hands and has concealed material facts from this Hon'ble court and has played fraud on this Hon'ble Court. Hence, the present suit is liable to be dismissed on this ground alone.
3. That the present suit is liable to be dismissed under Order 7, rule 11 CPC, as no cause of action ever accrued in favour of the plaintiffs and against the defendant since the Defendant availed the Credit Note dated __/__/20__.
4. That the Defendant is estopped from seeking Refund from the Plaintiff.

Reply on merits:-

1. That the contents of paragraph No. 1 cannot be replied for want of knowledge.
2. That the contents of paragraph No. 2 is false and denied since the Defendant caters to every segment and is not restricted to only needy persons.
3. That the contents of paragraph No. 3 of the plaint is admitted to the extent that the plaintiff booked the ground floor of the banquet (XXXX) for the marriage of his daughter dated __/__/20__. The contrary submissions made by the plaintiff in the plaint is completely false and denied. It is wrongly stated that the plaintiff has paid the advance sum of Rupees XXXX (INR XXXX/-) Only. The Plaintiff has only paid the advance amount of Sum of Rupees XXXX (INR XXXX/-) Only. Sum of Rupees XXXX (INR XXXX/-) Only in cash and Sum of Rupees XXXX (INR XXXX/-) Only vide cheque as per the booking sheet on page no.16 of the plaint.

4. That the contents of paragraph No. 4 is admitted to the extent that the plaintiff on ___/___/20__ requested defendant for cancellation of his booking and sought refund of the advance amount to which he was issued credit note dated ___/___/20__ on page 17 of the plaint which was accepted by the Plaintiff without any concern(s). The Plaintiff knew about the cancellation policy of the Defendant at the time of booking which is unequivocally mentioned in the terms and conditions of agreement on page 15 of the plaint and also in the invoice dated ___/___/20__ which was duly signed by plaintiff and defendant. Thereafter, also the defendant issued a credit note for the Sum of Rupees XXXX (INR XXXX/-) in favour of the plaintiff on the grounds of humanity, even though no such liability falls on the part of defendant.
5. That the contents of paragraph No. 5 are false, fabricated and hence denied. The copies of the e-mail(s) on page 18 and 19 are forged and the same has been filed by the plaintiff with ulterior motive to extract money from the defendant. The Plaintiff is liable for the offence of perjury for using false evidence before this Hon'ble Court. There was no request whatsoever by the Defendant to refund the advance amount from the Plaintiff as alleged .
6. That the contents of paragraph No. 6 are denied since the defendant suffered irreparable loss due to cancellation of booking by the plaintiff since earlier it was booked for more than Two Hundred (200) guests but after cancellation of booking the defendant received the booking of Sixty (60) guests only. The defendant could not book subsequent function(s) on ___/___/20__ since he was bound by the agreement with the Plaintiff in addition to the expenses incurred by the defendant on food trial(s) to the plaintiff and his relatives.
7. That the contents of paragraph No. 7 are denied since there was no legal notice sent through his Counsel .
8. That remedy lies where there is a right and since there is no right of the Plaintiff to file the recovery suit the same being barred by law on the grounds of **“Doctrine of Promissory Estoppel”** since the Plaintiff accepted the credit note dated ___/___/20__. Hence, there is no remedy in favour of the Plaintiff and against the Defendant.

9. That the contents of paragraph No.9 are false are denied since there is no cause of action in favour of the Plaintiff and against the Defendant .
10. That the contents of paragraph No. 10 pertains to the jurisdiction of this Hon'ble court and hence needs no reply, However, it is reiterated that no cause of action in favour of the plaintiff and against the defendant.
11. That the contents of the paragraph No. 11 is a matter of record and hence needs no reply.

That the contents of the prayer clause of the present suit are false, frivolous and hence denied and are not tenable in the eyes of law.

PRAYER

In view of the above said facts and circumstances, this Hon'ble court may most graciously be pleased to

- a. Dismiss the plaintiffs' suit with heavy and penal cost.
- b. Pass such other order(s) as this Hon'ble court may deem fit and proper in the facts and circumstances of the present case and in the interest of justice.

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

Filed On: __/__/20__
Filed At New Delhi

DEFENDANT
(Through Authorised Representative)
THROUGH

ADVOCATE
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IN THE COURT OF MS. GITA, CIVIL JUDGE
WEST DISTRICT, TIS HAZARI COURTS, DELHI.

Civil Suit No. XXX.

IN THE MATTER OF:-

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....PLAINTIFF

Versus

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...DEFENDANT

AFFIDAVIT

I, XYZ S/o Shri XYZ, R/o XXXX, aged 26 years, do hereby solemnly affirm and declare as under:

1. I say that I am the Director in the Defendant LLP and have been authorized to represent the Defendant LLP in the above captioned Suit .
2. That I am well conversant with the facts and circumstances of the case and is competent to depose the present affidavit.
2. I say that the accompanying Written Statement 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 at New Delhi on the XX day of XXX, 2019, that the contents of the above affidavit are true to my knowledge and nothing is false and nothing material has been concealed therefrom.

DEPONENT