

IN THE COURT OF DISTRICT JUDGE, CENTRAL DISTRICT,
TIS HAZARI COURTS, DELHI
CIVIL SUIT NO. _____/2020

IN THE MATTER OF

...PLAINTIFF

VERSUS

...DEFENDANTS

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Filed By:
 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

IN THE COURT OF DISTRICT JUDGE, CENTRAL DISTRICT,

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MEMO OF PARTIES

IN THE MATTER OF:

...PLAINTIFF

VERSUS

1.

....DEFENDANT No .1

2.

....DEFENDANT No.2

3.

....DEFENDANT No.3

IN THE COURT OF DISTRICT JUDGE, CENTRAL DISTRICT,
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CIVIL SUIT NO. _____/2020

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SUIT FOR DECLARATION, PERMANENT AND MANDATORY INJUNCTION

MOST RESPECTFULLY SHOWETH:

1. That this suit for declaration, permanent and mandatory injunction against the Defendants is being filed in order to restrict the Defendants from illegally withdrawing amount of _____ by playing fraud on plaintiff.
2. That the Plaintiff is a partnership firm dealing in various species of wood and timber products in the name and style of “_____”. The Plaintiff Firm duly authorized Sh. _____ (name of the person authorized), one of its partners to institute, prosecute, depose and do other ancillary and incidental things on behalf of the Plaintiff firm and to sign, verify and institute the present Suit. Copy of the Authorisation letter is attached herewith as **Annexure-1**.
3. That the Plaintiff and Defendant No.1 entered into the agreement, wherein Plaintiff was to buy New Zealand Radiata Pine Logs (Timber) from the Defendant No.1 and the payment against the supply of logs, was to be made by plaintiff to defendant no.1 by the way of an irrevocable letter of credit (LC). Copy of the Agreement dated 02.03.2020 is attached herewith as **Annexure-2**.
4. That the Plaintiff approached the defendant no.3 with a request to issue a Foreign LC (“Letter of Credit”) on DA basis for _____ favouring Defendant No.1 .
5. That based upon the request of Plaintiff, Defendant No.3 opened a “Letter of credit “bearing no. _____ for an amount of _____, wherein Defendant No.1 was the beneficiary and payment was made to any bank as per the choice of Defendant No.1. The relevant terms, inter alia, of the LC were as follows:
 - a) Signed Invoices in Quadruplicate Quoting Import under OGL Gross CIF value of the goods before deduction of agents commission if any must not exceed credit amount.

- b) Full set of clean shipped on-board ocean bills of lading made out to the order of Bank endorsed marked freight prepaid. Notify Applicant with full name and address and Doc. Credit No.
- c) Packing List.
- d) Delivery - KandlaMundra India.

Copy of the LC bearing no. _____ for an amount of _____ dated _____(date)_____ is attached herewith as **Annexure-3**.

6. From the aforesaid terms and conditions of the Agreement it is clear that:
- a) the delivery of the timber was to be made at Kandla / Mundra Port India by the Defendant No. 1.
 - b) The consignee of the timber was Defendant No. 1 and the notified party was the Plaintiff.
 - c) The transaction between the plaintiff was CIF basis i.e. Cost, Insurance and Freight. Therefore, the ownership of the goods would only pass onto the buyer upon delivery and not before Further, the seller retains the risk and title of the goods until delivery is made.
 - d) Importantly, the payment was not at sight but within 180 days from the date of negotiation value.
7. That the Defendant No.1 raised a commercial invoice dated 09.03.2020 upon the Plaintiff for an amount of _____ against the shipment of logs. As per the invoice, the goods had been shipped. The Defendant No.1 shared other relevant documents as well such as packing list, bill of lading, insurance, certificate of origin, beneficiary's certificate, etc. It is relevant to submit that under the bill of lading the goods were consigned to Indian Overseas Bank i.e. the goods were being delivered for the security of Indian Overseas Bank i.e. Defendant No. 3 against the payment that ought to be made under the letter of credit. Copy of the Commercial Invoice, Packing List and Bill of Lading is attached herewith as **Annexure-4**, **Annexure-5** and **Annexure-6** respectively.
8. That Covid-19 outbreak was declared a Public Health Emergency of International Concern by the World Health Organization on 30.01.2020 causing a rippling effect on the global supply chain (air, sea, rail and road alike).

9. That on 18.03.2020 Defendant No.3 sent an email for the purpose of communication of acceptance or rejection of documents. Copy of the email dated 18.03.2020 is attached herewith as **Annexure-7.**
10. That on 11.03.2020, World Health Organization declared Covid-19 a pandemic and the nations across the world started adopting different strategies ranging from restriction on export / import to complete national lockdowns to stop / curtail the spread of the virus. The situation was unforeseen and little did the parties know that the declaration would have ramifications over the complete supply chain including but not limited to the shipment under consideration.
11. That janta curfew was declared by the Prime Minister of India on 22/03/2020 wherein the restriction(s) were imposed upon the movement of the citizens. Immediately thereafter, on 24.03.2020, the Government of India under the able leadership of our Prime Minister invoked the provisions of National Disaster Management Act, 2005 and ordered a nationwide lockdown for 21 days which was extended till 03.05.2020 and thereafter until 17/05/2020.
12. That the Plaintiff received an email dated 01.04.2020 from the Defendant No.1 vide which _____ acting for and on behalf of Defendant No. 1 instructed the plaintiff to not accept the documents which have reached the bank. Moreover, the vessel carrying the goods of the Plaintiff was diverted to China due to complete lockdown in India till 14.04.2020. Copy of the email dated 01.04.2020 sent by the defendant no.1 is attached herewith as **Annexure-8.**
13. That on 02.04.2020 Plaintiff intimated the Defendant no.3 not to accept the documents because the vessel carrying the goods of the Plaintiff had been diverted to China due to complete lockdown in India till 14.04.2020. Copy of the Letter dated 02.04.2020 is attached herewith as **Annexure-9.**
14. That on 02.04.2020 Defendant No.3 i.e. buyer bank sent a swift message to Defendant No.2 i.e. supplier bank stating that the Plaintiff refused to accept the documents and the same will be returned to the Defendant No.2 after the lockdown period is over. Copy of the swift message dated 02.04.2020 is attached herewith as **Annexure-10.**

15. That it is pertinent to mention that the port of delivery was Kandla Port and the delivery was CIF basis under letter of credit .However, without knowledge, consent and / or confirmation of the Plaintiff the goods were diverted to China by Defendant No. 1. Therefore, there was a breach of the terms of the letter of credit. Moreover, the goods were marked to the Defendant No. 3 i.e. the consignee and the Plaintiff was only a notified party under the contract. However, the goods were diverted to China and the Plaintiff was notified but the consignee was never directly informed.
16. That the Plaintiff informed the Defendant no.3 vide letter dated 21.04.2020 for non-acceptance of documents amounting to _____ (INR___/-) Only because goods were diverted to China and the Defendant no.1instructed the plaintiff to not accept the documents. Copy of the Letter dated 21.04.2020 is attached herewith as **Annexure-11**.
17. That on 22.05.2020 the Plaintiff received email from Defendant No.1 along with letter of cancellation of contract whereby it was clearly stated that the contract stands cancelled due to covid pandemic and the plaintiff will not get any cargo under the above stated letter of credit. Copy of email dated 22.05.2020 is attached herewith as **Annexure-12** and copy of the letter of cancellation of contract is attached herewith as **Annexure-13**.
18. That the Defendant no.3was intimated by the plaintiff about the letter from the Defendant No.1 for cancellation of contract and Letter of Credit (LC). The Plaintiff also submitted the letter to Defendant no. 3 and requested to cancel the LC bearing no. _____ and release the LC limit and margin amount. Therefore, the plaintiff is exposed to the risk of the payment being released under an agreement which has been revoked / rescinded by the Defendant No.1. Admittedly the present purchase order and the obligations thereunder are extinguished and the parties are relieved of their mutual obligation(s).
19. Upon mutual cancellation of the agreement by the parties, the following consequences ensued:
- a) The invoice against which the payment was to be made stood extinguished and no payment could be made against the invoice;

- b) Since the timber was diverted to China, the consignment cannot reach India and it became impossible to perform the contract in the form and manner intended by the parties, therefore, the contract stands frustrated and the parties are excused from performing their respective mutual obligations;
 - c) Defendant No. 3 lost material security as the timber was diverted to China without its knowledge and / or consent;
 - d) The terms of the Letter of credit cannot be honoured in the form and manner initially intended by the parties, therefore, the contract has lost its substance and the performance by the parties cannot be enforced.
 - e) The goods / timber were to reach Kandla port under the terms of the letter of credit, however, in contravention of the terms they were diverted to China;
 - f) The ownership in the goods never passed on from the Defendant No. 1 thereby, they remained under the risk and title of the Defendant No. 1.
 - g) As a consequence of the cancellation of the agreement, the letter of credit also could not be acted upon as the base for issuance of letter of credit was the transaction i.e. the sale and purchase of timber.
20. That the Plaintiff was shocked when he came to know that the Defendant No.2 again send the documents to Defendant No.3 after the expiry of 100 days for the acceptance of documents. This shows malafide intention of the Defendant No.2 which acted in collusion with Defendant No.1 because the contract was already cancelled and there existed no liability on the part of Plaintiff. Copy of the documents dated 13.07.2020 is attached herewith as **Annexure-14.**
21. That on 13.07.2020 Defendant No.3 again sent an email to plaintiff for the purpose of communication of acceptance or rejection of documents. Copy of the email dated 13.07.2020 is attached herewith as **Annexure-15.**
22. That the Plaintiff informed the Defendant no.3 about the Bill of Lading to be forged and false. The Plaintiff also warned Defendant No.3 to not make any payment to Defendant No.2 and the plaintiff also refused to accept the documents

vide letter dated 13.07.2020. Copy of the letter dated 13.07.2020 is attached herewith as **Annexure-16.**

23. That it is submitted that the plaintiff in the given situation is apprehensive that the Defendant No. 3 may release the payment to the Defendant No. 2 in case the payment is demanded by Defendant No. 2 even though the agreement / contract between the plaintiff and Defendant No. 1 stands cancelled and the plaintiff has not received goods under the contract. It is also relevant to submit that the Defendant No. 2 was obliged to request for payment under the letter of credit, however, before it could accept the offer of payment by the Defendant No.3, the Defendant No. 3 revoked its offer for payment giving reasons for such revocation.
24. That the Plaintiff started making enquiries as regards the vessel and the documents received by them. The Plaintiff after making enquiries came to know that the goods were never loaded for its destination to Kandla but were loaded for supplies to China. The Plaintiff further came to know that all the documents received by the Defendant No.2 from Defendant No.3 bank are forged and fabricated and accordingly the encashment of the Letters of Credit cannot be done on the said basis.
25. That the fraud which has been played upon by the Defendant No.1 is apparent from the fact that all the documents necessary as per the Letters of Credit are completely forged and fabricated. The Bills of Lading as sent by Defendant No. 2 to Defendant No. 3 are forged and fabricated document. Further, the insurance documents sent along with the Certificate of Origin also being forged and fabricated.
26. That seeking invocation on the basis of forged and fabricated documents categorically amounts to fraud and deception on the part of the Defendant No. 1. The fraudulent conduct is also categorically borne out from the fact that the act of Defendant No. 1 is completely deliberate in nature.
27. That further the act of sending forged and fabricated documents necessary for the Letters of Credit categorically vitiates the underlying transaction itself.
28. That the act of fraud played upon by the Defendant No. 1 on the Defendant No. 3 and the Plaintiff is categorically borne out from the fact that the goods were never

shipped at all as per the Letters of Credit and accordingly the entire underlying transaction is vitiated. The act of sending forged documents seeking encashment of Letters of Credit on the basis of forged and fabricated documents is egregious in nature since the Plaintiff is left without any remedy or recourse to law.

29. That the abovementioned fraudulent and dishonest acts of the Defendant No. 1 are in complete collusion and connivance with the Defendant No.2. The Defendant No. 2 was categorically aware that the Bills of Lading were forged and fabricated as the Defendant No. 2 was aware that the Defendant No. 1 has entered into the transaction of sale of goods on a particular vessel with 31 buyers and the Defendant No. 2 was having Letters of Credit from all 31 of them. The Defendant No. 2 was sending documents for encashment of Letters of Credit for all 31 buyers as all the transactions were negotiated by Defendant No. 2. Yet the Defendant No.2 sent out different Bills of Lading in spite of the vessel being the same for 31 buyers for the same goods.
30. That the Bill of Lading dated 09.03.2020 is fraudulent and was only generated to take the plaintiff into confidence that the goods are leaving the New Zealand Port even though the vessel was at the Port until 22.03.2020 as per the notice dated 10/07/2020 on behalf of the _____ (Name of the Company) the owners of the vessel _____ (Name). Copy of notice dated 10.07.2020 on behalf of _____ (Name of the Company) ie the owners of the vessel _____ (Name) is attached herewith as **Annexure-17**.
31. That the fraudulent act of Defendant No. 1 in collusion and connivance with the Defendant No. 2 is also categorically borne out from the fact that the Defendant No. 2 Bank dealing in international trading and negotiating Letters of Credit is bound to be reasonably aware that the Bills of Lading were forged and fabricated on a bare look itself as the names of two ports were mentioned on the Bills of Lading which shows the forgery itself. The Defendant No. 2 being an international bank is categorically aware that the Bills of Lading are issued at the time of loading of the vessel and one vessel cannot be loaded on two different ports on the same day. The fraudulent conduct of the Defendant No. 2 is categorically clear as the Defendant No. 2 being a negotiating bank is to verify

the documents before sending the same for encashment of Letters of Credit to ensure that they are in compliance with the terms of the Letters of Credit. A bare look at the Bills of Lading by the Defendant No. 2 would have shown that the same are forged and fabricated.

32. That the egregious fraud which is being played upon by the Defendant No.2 is the fact of demanding the payment when the Defendant No. 1 being the seller himself has categorically written to the Plaintiff not to pay under the Letters of Credit. The Defendant No. 2 is merely acting as a negotiating bank on behalf of the beneficiary being Defendant No. 1 and in case the beneficiary is not pressing for the payment, the Defendant No. 2 has no right to demand any payment from the Plaintiff. The said act categorically shows the connivance between the Defendant No. 1 and 2 to recover payment from the Plaintiff when the same is not to be passed onto the Defendant No. 1 at all.
33. That if the payment is made by defendant No.3 to defendant No.2 for the transaction in question, the plaintiff as well as defendant No.3 shall be exposed to Criminal proceedings under the Foreign Exchange Management Act, 1999 and the Prevention of Money Laundering Act, 2002 as Foreign currency would leave the country without any proof of Import, as per the guidelines issued by the Reserve Bank of India in case of all imports, irrespective of the value of foreign exchange remitted/paid for import into India, as it is obligatory on the part of the Bank through which the relative remittance is made, to ensure that the importer submits Bill of Entry Number, Port Code and date for marking evidence of Import under Import Data Processing and Monitoring System (IDPMS) as detailed in '*Detailed Operational Procedures for IDPMS*', accordingly, for the transaction under question no Bill of Entry will be generated as the vessel did not enter the Indian waters so as to unload the cargo, in fact, affecting the public exchequer and weakening our currency in the international market, therefore, this perpetuation of fraud has to be stopped immediately.
34. That it is also pertinent to mention that M/s _____ approached the Ld.Civil Judge, Delhi based upon identical facts and between same defendants and the Hon'ble court granted stay and directed the Bank of India not to make any

payment to Defendant No.2 till further Order. Copy of the order dated 01.05.2020 passed by _____,Ld. ASCJ, Patiala House Courts, New Delhi in civil suit titled as “M/s Chaudhary Timber Industries Pvt. Ltd. Vs Amrose Singapore Pte. Ltd. & Ors” is attached herewith as **Annexure-18.**

35. That it is also pertinent to mention that M/s MaaGauri Timbers Pvt. Ltd. approached the Ld.Civil Judge, Karnal based upon identical facts and the Hon’ble court granted stay and directed the concerned bank not to make any payment to Defendant No.2 till further Order. Copy of the order dated 22.07.2020 passed by Sh. _____,Ld. CJ, Karnal district court, Karnal in civil suit titled as “M/sMaaGauri Timbers Pvt. Ltd. Vs Amrose Singapore Pte. Ltd. & Ors” is attached herewith as **Annexure-19.**

36. That it is also pertinent to mention that M/s Shankar International Pvt. Ltd. approached the Ld. Civil Judge, Karnal based upon identical facts and the Hon’ble court granted stay and directed concerned bank not to make any payment to Defendant No.2 till further Order. Copy of the order dated 22.07.2020 passed by Sh. _____,Ld.CJ, Karnal district court, Karnal in civil suit titled as “M/sShankar International Pvt. Ltd. Vs Amrose Singapore Pte. Ltd. & Ors” is attached herewith as **Annexure-20.**

37. That it is also pertinent to mention that M/s. Zamindara Pvt. Ltd. approached the Ld. Civil Judge, Karnal based upon identical facts and the Hon’ble court granted stay and directed the concerned bank not to make any payment to Defendant No.2 till further Order. Copy of the order dated 22.07.2020 passed by Sh. _____ ,Ld.CJ, Karnal district court, Karnal in civil suit titled as “M/sZamindara Pvt. Ltd. Vs Amrose Singapore Pte. Ltd. & Ors” is attached herewith as **Annexure-21.**

38. That the plaintiff has a prima facie case in its favour, the balance *of* convenience lies in favour of the plaintiff and the plaintiff shall suffer irreparable loss and injury in case the relief claimed herein is not granted, however, no loss shall accrue upon the defendants in case the relief claimed herein is granted.

39. That the cause of action for the suit has arisen within the local jurisdiction of this Hon'ble Court and the Defendant No.3 to suit work for gain at Delhi within the jurisdiction of this Hon'ble Court.
40. That this Hon'ble Court also has the pecuniary jurisdiction as the suit for the purposes of jurisdiction is valued at Sum of Rupees Eighty Three Lakhs Thirty Four Thousand Four Hundred and Ninety Eight (INR 83,34,498/-) Only and the ad valorem court fees of sum of Rupees Fifty Thousand (INR 50,000/-) Only is appended with the plaint.
41. That the suit is being filed within the period of limitation.

PRAYER

It is, therefore, respectfully prayed that this Hon'ble Court may kindly be pleased to;

- a) Pass a decree of declaration in favour of the plaintiff by declaring the Commercial Invoice, Packing List and Bill of Lading dated 09/03/2020 issued by defendant no.1 is forged and fabricated .
- b) Pass a decree of declaration in favour of the plaintiff by declaring the demand raised by the defendant no.2 under the LC bearing No. _____ for an amount of _____ is illegal, unwarranted, void and cannot be enforced under the law.
- c) Pass an ex-parte ad interim injunction in favour of the plaintiff and against the defendants thereby restraining the Defendant no. 3 during the pendency of the case from making any payment to the Defendant no. 2 or Defendant no. 1 against Commercial Invoice dated 09.03.20 20 for an amount of _____ under the LC bearing No. _____ as the agreement between the plaintiff and defendant No.1, stands vitiated and the plaintiff is not liable to make any payment under the invoice and the goods admittedly have been diverted to China, if at all, they were coming to India;
- d) Pass an ex-parte ad interim injunction in favour of the plaintiff and against the defendants thereby restraining the defendant no. 1&2 from raising a demand against commercial invoice dated 09.03.2020 for an

amount of _____ under the LC bearing No. _____ the agreement between the Plaintiff and Defendant No.1, stands vitiated and the plaintiff is not liable to make any payment under the invoice and the goods admittedly have been diverted to China, if at all, they were coming to India;

- e) Pass permanent and mandatory injunction in favour of the plaintiff and against the defendants thereby restraining the Defendant no. 3 from making any payment to the Defendant no. 2 or Defendant no. 1 against Commercial Invoice dated 09.03.20 20 for an amount of _____ under the LC bearing No. _____
- f) Pass permanent and mandatory injunction in favour of the plaintiff and against the defendants thereby restraining the defendant no. 1&2 from raising a demand against commercial invoice dated 09.03.2020 for an amount of _____ under the LC bearing No. _____
- g) Pass any such other relief(s) which this Hon'ble Court may deem fit and proper in the interest of justice in favour of the Plaintiff and against the Defendant(s) with costs throughout.

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

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

VERIFICATION:

Verified at Delhi on this 27 day of Aug, 2020 that the contents of the above paras 1 to 37 of the Plaint are true to my knowledge and those of 38 to 41 are true on information received and believed to be true. Last para is prayer to this Hon'ble Court.

PLAINTIFF

IN THE COURT OF DISTRICT JUDGE, CENTRAL DISTRICT,
TIS HAZARI COURTS, DELHI
CIVIL SUIT NO. _____/2020

IN THE MATTER OF

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AFFIDAVIT

I _____ (name of the person authorized) S/o _____ R/o _____ aged ____
years, 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 Suit for declaration, permanent and mandatory injunction 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 this 27 day of Aug 2020, that the contents of the above affidavit are true to my knowledge, nothing is false and nothing material has been concealed therefrom.

DEPONENT

IN THE COURT OF DISTRICT JUDGE, CENTRAL DISTRICT,
TIS HAZARI COURTS, DELHI
CIVIL SUIT NO. _____/2020

IN THE MATTER OF

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...DEFENDANTS

**APPLICATION UNDER ORDER XXXIX RULE 1 & 2 R/W SECTION 151 OF
CPC, 1908 ON BEHALF OF PLAINTIFF**

MOST RESPECTFULLY SHOWETH;

1. That the plaintiff has filed the accompanying suit for declaration, permanent and mandatory injunction and the contents of same have not been repeated and reproduced herein for the sake of brevity and contents of the accompanying plaint may be read as part and parcel of this application.
2. That the Plaintiff has a good prima facie case in his favour and balance of convenience lies in favour of Plaintiff and against the Defendants.
3. That it is most respectfully submitted that if the Defendant no.3 makes payment to the Defendant No.2 against commercial invoice dated 09.03.2020 for an amount of _____ under the LC bearing No. _____ then the Plaintiff will suffer irreparable loss which cannot be compensated by damages and will lead to multiplicity of litigation.
4. That the Plaintiff would be put to hardship and expense of contesting legal proceedings if the injunction is not granted against the Defendant No.3 by this Hon'ble Court.
5. That there is an urgent requirement of an ad-interim injunction to be awarded by this Hon'ble Court to the plaintiff.

PRAYER

It is, therefore, respectfully prayed that this Hon'ble Court may kindly be pleased to;

- a) Pass an ad interim injunction in favour of the plaintiff and against the defendants thereby restraining Defendant no. 3 during the pendency of the case from making any payment to the Defendant no. 2 or Defendant no. 1 against Commercial Invoice dated 09.03.20 20 for an amount of

_____ under the LC bearing No. _____ as the agreement between the plaintiff and defendant No.1, stands vitiated and the plaintiff is not liable to make any payment under the invoice and the goods admittedly have been diverted to China, if at all, they were coming to India;

- b) Pass an ad interim injunction in favour of the plaintiff and against the defendants thereby restraining the defendant no. 1&2 from raising a demand against commercial invoice dated 09.03.2020 for an amount of _____ under the LC bearing No. _____ the agreement between the Plaintiff and Defendant No.1, stands vitiated and the plaintiff is not liable to make any payment under the invoice and the goods admittedly have been diverted to China, if at all, they were coming to India;
- c) Pass any such other relief(s) which this Hon'ble Court may deem fit and proper in the interest of justice in favour of the Plaintiff and against the Defendant(s) with costs throughout

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

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

VERIFICATION:

Verified at Delhi on this 27th day of August, 2020 that the contents of the above paras 1 to 5 of the Application are true to my knowledge and on information received and believed to be true. Last para is prayer to this Hon'ble Court.

PLAINTIFF

IN THE COURT OF DISTRICT JUDGE, CENTRAL DISTRICT,
TIS HAZARI COURTS, DELHI
CIVIL SUIT NO. _____/2020

IN THE MATTER OF

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...DEFENDANTS

AFFIDAVIT

I ___(name of the person authorized)___ S/o _____ R/o _____ aged ___
years, do hereby solemnly affirm and declare as under:

1. I say that I am the Plaintiff in the above captioned application 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 application under order XXXIX rule 1 & 2 read with section 151 of CPC 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 this 27thday of August 2020, that the contents of the above affidavit are true to my knowledge, nothing is false and nothing material has been concealed therefrom.

DEPONENT

IN THE COURT OF DISTRICT JUDGE, CENTRAL DISTRICT,
TIS HAZARI COURTS, DELHI
CIVIL SUIT NO. _____/2020

IN THE MATTER OF

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**APPLICATION UNDER SECTION 151 OF CIVIL PROCEDURE CODE, 1908
SEEKING EXEMPTION FROM FILING THE COURT FEES AND ATTESTED
COPIES OF AFFIDAVIT.**

MOST RESPECTFULLY SHOWETH;

1. That the plaintiff has filed the accompanying suit for declaration, permanent and mandatory injunction and the contents of same have not been repeated and reproduced herein for the sake of brevity and contents of the accompanying plaint may be read as part and parcel of this application.
2. That due to COVID 19 and lockdown, the Plaintiff(s) are not in position to file court fees and attested copies of affidavit along with the above captioned Plaint. The Plaintiff(s) undertakes to file the court fees and duly attested copies of the affidavits annexed with the petition and applications immediately after resumption of normal court proceedings or as and when directed by this Hon'ble Court.
3. That the Plaintiff(s) have a good prima facie case and balance of convenience lies in favour of the Plaintiff(s) and against the Defendant.
4. That great prejudice shall be caused to the Plaintiff(s) if the present Application seeking exemption is not allowed by the Hon'ble Court.

PRAYER

It is, therefore, respectfully prayed that this Hon'ble Court may kindly be pleased to;

1. Exempt the Plaintiff(s) from filing court fees and attested copies of affidavit along with the Plaint /Applications.

2. Pass any other and further order as this Hon'ble Court may deem fit, just and proper in the present facts and circumstances of the case.

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

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

VERIFICATION:

Verified at Delhi on this 27th day of August, 2020 that the contents of the above paras 1 to 4 of the Application are true to my knowledge and on information received and believed to be true. Last para is prayer to this Hon'ble Court.

PLAINTIFF

IN THE COURT OF DISTRICT JUDGE, CENTRAL DISTRICT,
TIS HAZARI COURTS, DELHI
CIVIL SUIT NO. _____/2020

IN THE MATTER OF

...PLAINTIFF

VERSUS

...DEFENDANTS

AFFIDAVIT

I ___(name of the person authorized)___ S/o _____ R/o _____ aged ___

years, do hereby solemnly affirm and declare as under:

1.I say that I am the Plaintiff in the above captioned application 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 application under section 151 of CPC 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 this 27th day of August 2020, that the contents of the above affidavit are true to my knowledge, nothing is false and nothing material has been concealed therefrom.

DEPONENT