

Obtain permission from Statutory Authority

When obtaining permission from a statutory authority, certain essentials and content structure should be followed. The specifics may vary depending on the nature of the permission sought and the applicable laws and regulations. However, the following elements are generally important to include:

1. **Heading:** Begin the document with a clear and concise heading that indicates the purpose of the application. It should include the name and contact details of the applicant, along with the name and designation of the statutory authority addressed.
2. **Introduction and Background:** Provide a brief introduction to the application, explaining the purpose and context of the request. Include relevant background information, such as the legal provisions, policies, or regulations under which the permission is sought.
3. **Applicant Details:** Clearly state the details of the applicant or the entity seeking permission. Include the name, address, contact information, and any relevant identification numbers or licenses pertaining to the applicant.
4. **Nature of Permission:** Clearly specify the type of permission being sought and its purpose. Explain why the permission is necessary, highlighting its importance and potential benefits.
5. **Legal Basis:** Identify the specific legal provisions or statutes that empower the statutory authority to grant the requested permission. Provide references to the relevant laws, rules, or regulations, and explain how the application aligns with those provisions.
6. **Justification:** Present a detailed justification for the permission, explaining the reasons why it should be granted. Include relevant facts, evidence, or supporting documents that demonstrate the necessity and feasibility of the requested permission. Discuss any potential positive impacts or benefits that may arise from granting the permission.
7. **Compliance:** Clearly state how the applicant intends to comply with the applicable laws, regulations, and conditions associated with the permission. Describe the steps or measures that will be taken to ensure compliance and address any concerns or risks that may arise.
8. **Supporting Documents:** Attach any relevant supporting documents to strengthen the application. This may include maps, plans, certificates, licenses, agreements, or any other documentation that substantiates the need for permission.
9. **Undertakings:** Provide any necessary undertakings or assurances to the statutory authority. This may include commitments to comply with specific conditions, timelines, or requirements set by the authority.
10. **Contact Information:** Include the contact details of the applicant or their authorized representative who can address any queries or provide additional information if required.
11. **Conclusion:** Conclude the application by expressing gratitude for the consideration of the request and a respectful request for a timely decision. Provide the applicant's signature, along with the date of submission.

Letter of Attornment

A letter of attornment is a legal document that is executed when the ownership or control of a property is transferred from one party to another. In India, there are certain essentials that need to be included in a letter of attornment to ensure its validity and effectiveness.

1. **Details of the parties involved:** The letter should clearly state the names, addresses, and contact information of both the current owner or landlord (transferor) and the new owner or landlord (transferee).
2. **Property details:** The letter should provide a detailed description of the property that is being transferred, including the address, size, and any other relevant information.
3. **Transfer date:** The letter should clearly mention the effective date of the transfer of ownership or control.
4. **Existing tenancy/lease agreement:** If the property is currently occupied by a tenant, the letter should reference the existing tenancy or lease agreement and confirm that the tenant will now have to pay rent to the new owner or landlord.
5. **Tenant consent:** If the property is rented out to tenants, their consent should be obtained and mentioned in the letter, confirming their acceptance of the new owner or landlord.
6. **Termination of previous agreements:** The letter should explicitly state that any previous agreements or contracts relating to the property are terminated or superseded by the letter of attornment.
7. **Notarization:** While not mandatory, getting the letter notarized can provide an additional layer of authenticity and legal validity.

Uses of letter of attornment

Make all parties aware of and acknowledge the transfer.

Legal notification for tenants, lenders, or other stakeholders who may have an interest in the property.

Advantages of a letter of attornment:

1. **Clarity and acknowledgment:** It provides clarity to tenants, lenders, or other interested parties by officially notifying them of the change in ownership or control of the property. It ensures that all parties are aware of the new owner or landlord and can address any concerns or issues accordingly.
2. **Smooth transition:** It helps in facilitating a smoother transition of the property by ensuring that tenants are aware of and comply with the change in ownership or control. It also helps in avoiding any confusion, disputes, or disruptions in rental payments or lease terms.
3. **Legally binding document:** A properly drafted and executed letter of attornment can serve as a legally binding document, providing evidence of the transfer and protecting the rights and obligations of all parties involved.

Disadvantages of a letter of attornment:

1. **Additional paperwork:** Creating and executing a letter of attornment requires **additional paperwork and administrative effort**. This can be seen as a disadvantage for some parties involved, especially if they are not familiar with the process.
2. **Potential delays:** The process of preparing and obtaining the necessary signatures and consent from all parties involved in the transfer can cause delays in finalizing the ownership or control of the property.
3. **Non-compliance risks:** If a letter of attornment is not properly drafted or executed, it may not be legally enforceable. This can lead to potential disputes or legal challenges in the future.

Accountable receipts

Accountable receipts refer to the responsibility of maintaining a record of fees and expenses paid by clients to their legal practitioners.

Accountable receipts play an important role in ensuring transparency and accountability between the client and the lawyer. Lawyers are expected to provide their clients with a clear breakdown of the fees charged for their services, along with any additional expenses incurred in the process of drafting the legal documents.

Accountable receipts, also known as acknowledgment receipts or accountable forms, are documents that serve as evidence of the receipt and acceptance of goods, services, or funds by an individual or organization. These receipts are typically used in transactions where there is a need for accountability and tracking of the items or money exchanged.

1. **Purpose:** The primary purpose of accountable receipts is to establish a record of the transfer of goods, services, or funds from one party to another. They help ensure transparency, accuracy, and accountability in financial transactions.
2. **Contents:** Accountable receipts typically include essential information such as the date of the transaction, a description of the item or service received, the quantity or amount involved, details of the parties involved (including names and contact information), and any relevant payment information.
3. **Tracking and Audit:** Accountable receipts are crucial for tracking and auditing purposes. They provide a trail of evidence to monitor the movement of goods, services, or funds and verify that they were received as intended.
4. **Legal Implications:** Accountable receipts can have legal significance, especially in business transactions or financial dealings. They can serve as proof of delivery, acceptance, and fulfillment of obligations, which may be necessary in resolving disputes or legal claims.
5. **Internal Controls:** Accountable receipts are an important aspect of internal control systems within organizations. They help prevent misappropriation of assets, fraud, or unauthorized transactions by documenting all exchanges and ensuring proper accountability at various levels.
6. **Compliance and Reporting:** In certain industries or regulatory environments, accountable receipts may be required by law or regulations. Organizations must comply with reporting and record-keeping requirements and maintain accurate and complete records of accountable receipts for a specified period.

Key points regarding accountable receipts in drafting pleading and conveyancing of law:

1. **Documentation of fees:** Lawyers must issue a detailed, itemized receipt to their clients, clearly outlining the fees charged for drafting the pleading or conducting conveyancing work. These receipts should mention any service charges, consultation fees, drafting fees, or any other relevant fee components.
2. **Expense reimbursement:** In addition to the fees charged, lawyers may also incur various expenses as part of their work on the pleading or conveyancing process. These expenses can include court fees, notary fees, photocopying charges, or other related costs. Lawyers should keep track of these expenses and provide the clients with receipts for reimbursement.
3. **Retainer fees:** It is common for lawyers to charge retainer fees when taking up a case or project. These fees are usually paid in advance and act as an initial deposit to secure the

Promissory Note

A Promissory Note is a written agreement made between two parties, with one party (the issuer) promising to pay a specific sum of money to the other party (the payee) at a future date or on demand. It serves as a legally binding document, similar to an IOU, that outlines the terms of the loan or debt.

Essential elements of a promissory

Essential elements of a promissory note include

- Names and addresses of both parties involved.
- Amount of the loan
- Date of its issuance.
- Interest rate (if any),
- Repayment terms,
- Maturity date.

These elements ensure clarity and protection for both parties, as it explicitly states the terms and conditions of the loan.

Primary purpose

The primary purpose of a promissory note is to **establish a written record of a loan or debt obligation**. It acts as a **form of documentation and evidence**, making it **easier for the payee to enforce repayment** in case the issuer defaults. It **provides security for the lender** and gives the borrower a clear understanding of their repayment responsibilities.

Various applications

Promissory notes have various applications,

- Personal loans
- Business loans
- Real estate transactions
- Vendor financing.
- Informal and formal lending arrangements Formalized structure for financial agreements.

Advantages of a promissory note

1. Its ability to establish legally enforceable lending terms.
2. It allows the lender to sue the borrower for non-payment and collect interest on the outstanding debt. It provides a clear record of the loan
3. Reduces the chances of disputes or misunderstandings between the parties.

Disadvantages

However, promissory notes also have some disadvantages. As they are **legally binding documents**, **failure to make timely repayments can result in legal consequences and harm the borrower's creditworthiness**. Moreover, the **interest rate specified in the promissory note may sometimes be higher than other forms of borrowing, especially if the borrower has a lower credit score**.

In summary, a promissory note is a valuable financial instrument that helps formalize lending agreements. It creates clarity, protects both parties, and assists in preventing disputes. However, it is crucial for borrowers to fully understand the terms before signing, as failure to meet obligations can lead to legal complications and financial difficulties.

PROMISSORY NOTE TEMPLATE

Amount: _____
Place: _____

Date: _____

I Mr. PQR make commitment to pay ABCCompany, the Sum of ₹ _____. Repayment is to be made in the form of 200 equal payments at the interest rate of 7.2% of ₹ _____ payable on the 07th of each month, beginning 07/01/2018 until the total amount of debt is paid.

IN WITNESS WHEREOF, I set my hand under seal this ____ [the day] of _____ [month], 20__ and I acknowledge receipt of a completed copy of this instrument.

Sign: [Signature of borrower]

Name & Address: [Party name]

Notary Public - SEAL

My Commission Expire

_____/_____/_____

Schedule of property plot of land with a structure on it

Schedule of property plot of land with a structure on it includes:

1. Initial Consultation:

- Meet with the client to understand their requirements and objectives.
- Gather relevant documents and information about the property.

2. Title Search and Due Diligence:

- Conduct a thorough search of the property's title documents.
- Verify the ownership of the property and identify any encumbrances or liens.
- Perform additional due diligence checks, such as checking for pending litigation or easements.

3. Drafting the Agreement of Sale or Purchase:

- Prepare the Agreement of Sale or Purchase, including all essential terms and conditions.
- Include provisions related to the property's description, price, payment terms, and transfer of ownership.
- Ensure compliance with relevant laws, regulations, and local ordinances.

4. Negotiation and Amendments:

- Discuss and negotiate any amendments or modifications to the agreement.
- Review and advise the client on the implications of proposed changes.
- Incorporate agreed-upon amendments into the document.

5. Drafting Pleadings and Documents:

- Prepare and draft pleadings required for litigation or disputes related to the property.
- Create legal documents such as affidavits, applications, or responses.
- Ensure accuracy, clarity, and adherence to legal procedures and requirements.

6. Review and Revision:

- Carefully review all drafted documents for accuracy and completeness.
- Revise and edit content as necessary to ensure it aligns with the client's objectives and legal requirements.
- Conduct a final review to ensure compliance with relevant laws and regulations.

7. Execution and Notarization:

- Arrange for the execution of the agreement or other documents by all parties involved.
- Facilitate the notarization or other official certifications as required by law.
- Ensure proper execution and documentation of all necessary paperwork.

8. Registration and Conveyancing:

- Assist in the registration of the property transfer with the appropriate local authorities.
- Prepare and process all necessary documents for conveyancing, including transfer deeds, mortgages, or leases.
- Ensure compliance with all legal and regulatory requirements during the conveyancing process.

9. Closing and Post-Closing Activities:

- Coordinate the closing process, including the final exchange of funds and completion of documentation.
- Review and confirm that all necessary legal and financial obligations have been fulfilled.

- Provide post-closing support, including resolving any outstanding issues or disputes.

Affidavit of name change

Draft

IN THE COURT OF THE [INSERT COURT NAME]

AT [INSERT COURT LOCATION]

AFFIDAVIT OF NAME CHANGE

I, [INSERT YOUR CURRENT LEGAL NAME], son/daughter of [INSERT THE NAME OF YOUR FATHER], resident of [INSERT YOUR CURRENT ADDRESS], aged [INSERT YOUR AGE], do hereby solemnly affirm and declare as follows:

1. That I am the deponent of this affidavit and I am competent to do so.
2. That I am desirous of changing my current legal name from [INSERT YOUR CURRENT LEGAL NAME] to [INSERT YOUR DESIRED NEW NAME].
3. That the purpose of this name change is to [INSERT THE REASON FOR YOUR NAME CHANGE i.e. marriage, personal preference, religious conversion, etc.]
4. That I have not been convicted of any criminal offense nor am I undergoing any criminal proceedings.
5. That I have not changed my name in the past.
6. That I undertake to use and sign my new name, [INSERT YOUR DESIRED NEW NAME], in all legal, official, and personal transactions whatsoever, and will not use my previous name for any purpose.
7. That the proposed name change does not violate any provisions of the law or infringe upon the rights of any other person.
8. That I have published a notice regarding my intention to change my name in [INSERT NAME OF NEWSPAPER] on [INSERT DATE] in accordance with the provisions of [INSERT RELEVANT SECTION OF THE APPLICABLE NAME CHANGE LAW].
9. That I have hereby attached the newspaper publication along with this affidavit as Annexure A.
10. That I request the Honorable Court to grant me the permission for the change of my name from [INSERT YOUR CURRENT LEGAL NAME] to [INSERT YOUR DESIRED NEW NAME].
11. That I solemnly affirm that all the information provided herein is true to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

[INSERT YOUR CURRENT LEGAL NAME]

VERIFICATION:

Verified at [INSERT PLACE], on this [INSERT DATE], that the contents of the above affidavit are true and correct to my knowledge and belief and nothing has been concealed therein.

DEPONENT

[INSERT YOUR CURRENT LEGAL NAME]

An affidavit of name change is a legal document used to officially change an individual's name. It is usually filed in the court and serves as proof of the person's intention to change their name. Here are some key points to note about the affidavit of name change in Indian law:

1. **Purpose:** The affidavit of name change is typically used when an individual wishes to change their name due to marriage, divorce, personal preference, religious conversion, or any other legitimate reason.
2. **Contents:** The affidavit must include the person's current legal name, the desired new name, details of the purpose for the name change, confirmation of not having any criminal record, and undertaking to use the new name in all legal and personal transactions.
3. **Publication:** In most cases, the individual is required to publish a notice regarding their intention to change their name in a newspaper as per the provisions of the applicable name change law. The publication serves as a public notice and provides an opportunity for any objections or disputes to be raised.
4. **Legal Validity:** Once the affidavit of name change is properly filed in the court and the legal process is followed, the new name will be considered valid and can be used in all official and legal documents.
5. **Documentation:** Along with the affidavit, supporting documents such as identification proof, address proof, and the newspaper publication are typically required.

Who can have their name changed

- The applicant should be Indian.
- They must possess a legitimate government ID.
- He or she must have a good justification for the name change.
- The applicant should have attained 18 years of age. Minors should be accompanied by their parents while visiting a government agency.

Who can apply for a name change

- The person themselves.
- A guardian for the minor.
- Either husband or wife, on behalf of the other.
- A family relative.

Restrictions on change in name

In accordance with Indian law, people are free to modify their names to whatever they like. However, there are a few restrictions, which are listed below:

- The name shouldn't be vulgar or insulting.
- You cannot select a lengthy, punctuation-filled name.
- Unless you can demonstrate that you have no desire to deceive anyone, the Court will not permit you to alter your name to that of a well-known individual.
- If you want to alter your name only to conceal your identity, name changes are not permitted.
- It is not permitted to alter your name in order to dodge financial obligations or legal troubles.

Documents required for getting your name changed

- A duly signed undertaking by the applicant
- Two passport photos of the applicant that have been self-attested

- A copy of the TD evidence that has been self-attested.
- A CD (Compact Disk) certificate containing the print matter without the witness section in MS Word and with the old name specified in place of the signature.
- ID Card/Aadhaar Card.
- The attested affidavit.
- The prescribed document contains the applicant's signature, as well as those of two witnesses.
- The original ad that was printed in the newspaper notifying the change in name.
- A certificate that is properly signed by the applicant and states that both the physical copy and the digital copy have the same contents
- A letter of request and the necessary payment

Fees charged

- Stamp Paper – Rs. 5/- or Rs. 10/-
- Printing Fee – Rs. 1100/-
- Gazette notice including airmail (for NRIs)- Rs. 3500/-
- Extra Copies of the Gazette (Maximum two) – Rs. 35/- each

Types of procedure

- Online mode :- e gazette website, in Maharashtra <https://dgps.maharashtra.gov.in/1035/Hom>
 - Offline mode:-
1. **Submission of an affidavit:** An affidavit must be produced for the name change.
 2. **Publication of an advertisement:** An advertisement in the form of a notice must be printed in the newspaper declaring the change in name
 3. **Notification in the Gazette:** A notification of the change in name must be published in the Indian Gazette.

Declaration

A declaration is a formal statement made by an individual, typically under oath, concerning specific facts or circumstances. It plays a crucial role in drafting pleading and conveyancing processes. Here are a few key points to note about declarations:

1. **Purpose:** The purpose of a declaration is to **present factual information or statements relevant to a legal case or transaction. It serves as evidence in support of a party's position, rights, or obligations.**
2. **Contents:** A declaration should be precise, clear, and detailed, providing all the essential facts and information necessary for the case or transaction. It should be truthful and based on the personal knowledge of the declarant.
3. **Legal Formality:** Declarations are typically made under oath or affirmation, meaning that the declarant swears or affirms that the statements made are true and accurate to the best of their knowledge and belief. This adds legal weight to the declaration.
4. **Drafting Process:** When drafting a declaration, it is important to adhere to the specific legal requirements of the jurisdiction. The declaration must be organized logically and backed by relevant supporting documents or evidence when available.
5. **Use in Pleadings:** Declarations are commonly used in the pleading stage of a legal case. They are often included as supporting documents to accompany the main pleadings, such as complaints, answers, or motions. Declarations provide firsthand information and help establish the facts and arguments presented in the case.
6. **Utilization in Conveyancing:** In conveyancing, declarations are commonly used to establish facts relating to property transactions. They may be used to confirm ownership, disclose encumbrances or defects, or provide any other relevant information to complete the conveyancing process.
7. **Legal Effect:** Declarations are considered as evidence and can be used to support or refute claims, establish facts, or demonstrate compliance with legal requirements. However, their weight and admissibility may vary depending on jurisdiction and the specific rules of evidence applicable.
8. **Date:** It must be the day of declaration
9. **Signature of the Respondent:** To fully authorize the declaration and attest to the accuracy of the provided information, the respondent has to append his or her signature on the form.
10. **Signature of the Official Body in charge of the declaration:** This can be a government official, ministry, a parastatal, or private body that the respondent is making the declaration to.
11. **Additional Information:** Depending on the type of declaration form, you may need to make provisions for additional information. For example, if you're filling a custom declaration form, you'd need to list the items you are bringing into the country's borders. Also, you may have to indicate the state and city where the declaration is taking place.
12. **Self Declaration Statement:** This is an imperative sentence that reaffirms the declaration per the laws governing the particular context. A simple example of what it looks like is this: "I declare by the laws of the state that all the information listed here is true."

Draft

(To be printed On Rs100/- of Rs 500/- stamp paper)

Dated:-

I, (name of the person) solemnly declare that (purpose of declaration). I, (name of the person making declaration) hereby acknowledge that if I submit or produce any false document and it is discovered subsequently then I shall be liable under the Applicable Law for the time being in force.

Signature.

(Name of person)

Signature of witnesses

1. Signature
Name and Address
2. Signature
Name and Address

Stamp and sign of authority

Public notice

A public notice is a legal document that aims to inform the public about a specific matter or event that may concern them. It is issued with the purpose of providing information or creating awareness among the general public.

The **essentials of a public notice** include:

- 1. Clear and concise content:** The notice should state the information or event it aims to highlight in a precise and easily understandable manner.
- 2. Authenticity:** The notice must be genuine, accurate, and verified by the authorized issuing authority.
- 3. Date and place:** The notice should mention the date of issue and the geographical area to which it pertains.
- 4. Identification:** The name, address, and contact details of the issuing authority should be mentioned.
- 5. Legibility:** The notice should be legible, typically typed or printed in a clear and readable font.
- 6. Language:** Generally, public notices are issued in the official language of the particular region.
- 7. Sign and Stamp of issuing authority**

Who can issue

Various entities can issue public notices, such as government departments, courts, police authorities, educational institutions, or private organizations, depending on the nature of the matter being addressed.

The **format of a public notice** may vary depending on the purpose and issuing authority. A **typical format may include:**

Heading: “Public Notice” or “Notice to the General Public” (Center-aligned and bold)

Subheading: Briefly describing the subject matter (Center-aligned)

Body: Detailed information about the matter or event (Justified alignment)

Signature and designation of the issuing authority (Right-aligned)

Date and place of issuance (Bottom right corner)

It is essential to note that the specific requirements of public notices may vary based on the laws and

Public Notice

The public in general is hereby informed that Mr. / Ms. resident at (Address) is negotiating to sell to my client Flat No., situated on ...th Floor of Building/Wing no. ... admeasuring sq. mtrs. carpet i.e. sq. mtrs. super built up & adjoining Terrace of area admeasuring sq. mtrs. and car park number in the (Name of the Cooperative Society) at (Full Address). Mr. / Ms. claims that he is the present owner of the said property.

Any person having any rights, title, claim or interest in the said property, by way of sale, inheritance, possession, succession, mortgage, lien, lease, gift or otherwise howsoever in respect of the same, shall intimate the objection in writing to the undersigned with supporting documents thereof within ... days from the date of publication of this notice or else any such claims by anyone shall not be considered and shall be deemed to have been waived and/or abandoned. And, my client shall proceed to conclude the negotiations and no claims shall be entertained thereafter.

Date:

Place:

Sd/-

(Name of the Advocate)

Advocate for the Purchaser

(Communication Address)

Telephone No.

regulations of different Indian states or jurisdictions

Adjournment application in criminal matters

Sample Draft

IN THE HIGH COURT OF DELHI AT NEW DELHI

APPLICATION FOR ADJOURNMENT

To,
The Deputy Registrar (Judt.)
High Court of Delhi
New Delhi

Sir,
Kindly postpone the hearing of the case /s particulars whereof are given

Below:-

1. Case No.
2. Is it admission or after notice Misc. / Matter.
3. Name of the petition/ applicant.
4. Name of the respondent.
5. Name of the advocates for both the parties
In proper sequence with their signature in
Token of consent for adjournment.
6. Name of the Court with date which detail
With the matter on the last hearing.
7. Next date of hearing.
8. No. of adjournments already taken.
9. If their interim stay in the matter.
10. Date of which the matter is sought to be postponed.
11. Order of the Joint Registrar (Judt.)
Re: Postponement of the matter.

Signature of the applicant

Advocate with address

An ***adjournment application in criminal matters*** is a formal request made by a party involved in a criminal case to postpone or delay the proceedings to a later date. Such an application is typically made by the defense or prosecution, and the decision to grant or reject it lies with the presiding court.

Purpose of an adjournment application

The purpose of an adjournment application is primarily to

1. Allow the party requesting it to have more time to prepare their case,
2. Gather evidence
3. Gather additional legal assistance if required.
4. Requested in order to accommodate scheduling conflicts
5. Medical emergencies
6. Other legitimate reasons that may hinder the party's ability to effectively participate in the proceedings.

Effects on a criminal matter

The granting of an adjournment application can have various effects on a criminal matter, including:

- 1. Delaying the progress:** When an adjournment is granted, the case is temporarily put on hold, potentially prolonging the overall duration of the legal process.
- 2. Impact on all parties:** Adjournments can affect both the accused and the prosecution, potentially impacting witnesses, victims, and other individuals involved in the case.
- 3. Consequence of a fair trial:** The right to a fair trial is crucial in criminal matters. Granting an adjournment can ensure that all parties have sufficient time to prepare, thereby upholding this fundamental right.
- 4. Piling up of cases:** Frequent adjournments can contribute to the accumulation of pending cases in already overcrowded courts, which may strain the judicial system further.

Arrangement Under Criminal Procedure

Provisions relating to adjournment are listed in Order XVII of the Civil Procedure Act 1908, but the Act does not properly mention the term adjournment. Criminal Procedure Code **Section 309** defines the process for requesting an adjournment, that relates to the rule of adjournment in criminal matters.

Following steps are offered by section 309:

- Every investigation or trial must move swiftly and without any delays.
- Case trials must be conducted on a daily basis.
- After the witness interrogation begins, it will go on every day.
- The petitioner or accused who requests an adjournment may pay the court's costs in exchange for the adjournment.
- The Court has the authority to adjourn a case for good cause after receiving notice of an offense or the start of the trial.
- If the accused is being held while the adjournment is being granted, the court has the authority to remand him.

Following are the steps and characteristics of an adjournment under Rule 1 of Order XVII:

- The party must ask the court to adjourn this as well. It means that the party who is requesting an postponement of the hearing also ask the court to do so when the hearing prosecution begins. The decision to adjourn the hearing is at the court's discretion, so the hearing may still go ahead as scheduled. However, unless one of the parties or their counsel makes a request, the court cannot adjourn a case on its own initiative.
- The party requesting an adjournment of an hearing must offer compelling justifications for doing so.

- The hearing may be postponed, and an adjournment request may be made at any point before the court issues its decision in the case. There is neither a bar nor a specific phase for requesting an adjournment.
- Written reasons for adjourning the hearing for that day must be recorded by the court and be included in the record.
- There are many reasons to ask for a hearing to be postponed, and Rule 1 acknowledges one of them as giving the parties involved more of the time to make strong respective defenses.
- The court will not adjourn a case for the same party more than three times.
- Only after passing the adjournment order, the judiciary shall schedule a further date for the hearing of the case and shall communicate it to the parties. The court must also issue a ruling regarding the costs that must be paid as a result of the hearing being postponed in addition to setting the date of the subsequent trial.
- Until, the court prosecution is finally resolved, adjournments constitute an exception to the general prosecution of ordinary hearings. When all other options have failed and an adjournment is necessary due to circumstances beyond the parties' control, the court should only do so. Rule 1 clearly states that a pleader cannot use the justification of being

It is worth noting that while the granting of adjournment applications can help facilitate a fair trial, excessive or unnecessary adjournments may cause undue delays, resulting in the denial of justice to either party or adversely affecting the efficiency of the legal system. Therefore, courts generally strive to strike a balance between providing adequate time for preparation and ensuring reasonable progress in criminal cases.

Vakalatnama

Vakalatnama is a legal document or power of attorney that enables an advocate to represent a client in court proceedings. In Indian law, it authorizes the advocate to act on behalf of the client in legal matters.

Purpose

The purpose of a vakalatnama is to establish the client-advocate relationship and grant the advocate the authority to appear, argue, and litigate on behalf of the client in court. It gives the advocate the right to submit pleadings, applications, affidavits, and other relevant documents, as well as the authority to settle or withdraw the case with the client's consent.

Legal essentials

The legal essentials of a vakalatnama include:

- 1. Identification of the client:** The name and address of the client need to be mentioned in the document.
- 2. Authorization:** The vakalatnama should clearly state that the client is giving authority to the advocate to act on their behalf.
- 3. Court details:** The name of the court or tribunal where the case is pending or likely to be implemented should be specified.
- 4. Case details:** The nature and number of the case, including its subject matter and cause title, should be provided.
- 5. Advocate's acceptance:** The advocate's acceptance needs to be recorded on the vakalatnama, indicating their willingness to act on behalf of the client.
- 6. Signatures and proper execution:** The client and advocate must both sign the vakalatnama. It should be executed on appropriate stamp paper as per local laws and regulations.

General Terms, a Vakalatnama

General Terms, a Vakalatnama may contain the following terms :

- The client will not hold the Advocate responsible for any decision.
- The client shall bear all the costs and /expenses incurred during the proceedings.
- The advocate shall have right to retain the documents, unless complete fees are paid.
- The client is free to disengage the Advocate at any stage of the Proceedings.
- The Advocate shall have all the right to take decisions on his own in the court of Law, during the hearing, to the best interest of client.
- Vakalatnama is affixed on the last page of plaint / suit and is kept along with court records.
- No fees are required to be paid on it. However, nowadays, Delhi High court Rules require, a 10 Rupees. "Advocate Welfare Stamp" to be affixed on the Vakalatnama .
- Plaint should also have the requisite court fees attached to it. Court fees are some nominal percentage of the value of the claim or value of the suit. The requisite amount of Court and stamp fees is different for every suit, and is mentioned in the "Court Fees Stamp Act."

Court Fees

Court Fees Different amount of court fees is paid for different type of documents. Some of them are as follows ;

- In case of plaint / written statement == 10 RS. == if the value of the suit exceed Rs.5,000/- up to 10,000/-
- Plaint , in a suit for possession == Fee of one half of the amount above.
- On a copy of a Decree or order == (50 paisa) == if the amount or value of Having the force of a decree the subject matter of the suit wherein such decree or order is made is fifty or less than fifty rupees.

Value of Suit

- Value of suit exceeds Rs. 1,50,000-1,55,000 == Rs. 1700/-
- Value of suit exceeds Rs. 3,00,000-3,05,000 == Rs. 2450/-
- Value of suit exceeds Rs. 4,00,000-4,05,000 == Rs. 2950/-

It's Important to note that the specific requirements and format of a vakalatnama can vary based on the jurisdiction and court rules.

Draft

IN THE COURT OF

Suit/Appeal No.....of 200...

In re: -.....Plaintiff /Appellant /Petitioner/ Complainant

VERSUS

.....Defendant/Respondent/ Accused

KNOW ALL to whom these present shall come that I/We.the

Above named.....do hereby appoint:

(herein after called the advocate/s) to be my/our Advocate in the above noted case authorize

Him:-

1. To act, appear and plead in the above-noted case in this Court or in any other Court in Which the same may be tried or heard and also in the appellate Court including High Court subject to payment of fees separately for each Court by me/us.
2. To sign, file, verify and present pleadings, appeals, cross-objections or petitions for Executions review revision, withdrawal, compromise or other petitions or affidavits or Other documents as may be deemed necessary or proper for the prosecution of the said Case in all its stages subject to payment of fees for each stage.
3. To file and take back documents, to admit and/or deny the documents of opposite party.

4. To withdraw or compromise the said case or submit to arbitration any differences or Disputes that may arise touching or in any manner relating to the said case.
5. To take execution proceedings.
6. To deposit, draw and receive monthly cheques, cash and grant receipts thereof and to do All other acts and things which may be necessary to be done for the progress and in theCourse of the prosecution of the said case.
7. 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 so and To sign the power of attorney on our behalf.
8. And I/We the undersigned do hereby agree to rectify and confirm all acts done by Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all Intents and proposes.
9. And I/We undertake that I/We or my/our duly authorised agent would appear in Court on All hearings and will inform the Advocate for appearance when the case is called.
10. And I/We the undersigned do hereby agree not to hold the advocate or his substitute Responsible for the result of the said case.
11. The adjournment costs whenever ordered by the Court shall be of the Advocate which he Shall receive and retain for himself.
12. And I/We the undersigned to hereby agree that in the event of the whole or part of the fee Agreed 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. The fee settled is

Only for the above case and above Court. I//we hereby agree that once fee is paid, I/We Will not be entitled for the refund of the same in any case whatsoever and if the case Prolongs for more than 3 years the original fee shall be paid again by me/us.

IN WITNESS WHEREOF I/We do hereunto set my/our hand to these presents the contents of Which have been understood by me/us on this.....day of200 Accepted subject to the terms of the fees.

Advocate

Client

Client

Sample Draft of High Court

IN THE HIGH COURT OF JUDICATURE OF _____

AT _____

APPELLATE SIDE

No. _____ of 20

AGAINST

No. _____ of 20____ on the file of the Court of

Petitioner/Plaintiff

_____Appellant/Complainant

VERSUS

Respondent/Defendant

_____Respondent/Accused

I/We _____

In the above Appeal/Petition do hereby appoint and retain

Advocate/s of the High Court to appear for me/us in the above Appeal/Petition and To conduct and prosecute (or defend) the same and all proceedings that may be Taken in respect of any application connected with the same or any decree or order Passed therein, including applications for return of documents or the receipt of any

Money that may be payable to me/us in the said appeal/petition and also to appear In all appeals, and applications under clause-XV of the Letters patent and in Applications for review and for leave to appeal to the Supreme Court.

I certify that the contents of this Vakalat were read out and explained in _____ in my presence to the executant/s who appeared perfectly to Understand the same and made his/her/their signature/s of make or mark in my Presence.

Executed before me this _____ day of _____ 20

ADVOCATE

_____DISTRICT

IN THE HIGH COURT OF THE

JUDICATURE OF _____

APPELLATE SIDE

No. _____ of 20

Between:-

Petitioner/Plaintiff

Appellant/Complainant

AND

Respondent/Defendant

Accused

VAKALATNAMA

ACCEPTED

Advocate for:

FILED ON:-

FILED BY:-

Domestic Violence Act

Main object of the Act

The main object of the Act is to provide more effective protection to the he constitutional rights of women and to protect them against violence of any kind occurring within the family. It provides civil remedy for enforcement of rights of a woman e.g. Right to residence, Maintenance, Custody, Protection and compensation.

Domestic violence

The term Domestic Violence has been widely defined under Section 3 of the Act. Any act, omission or conduct which harms or injures or endangers the health, safety, life, limb or well-being, whether mental or physical, of the aggrieved person, constitutes domestic violence. Even harassment, threat or

coercion to meet any unlawful demand for any dowry or other property or valuable security is covered under it. Thus, domestic violence would include everything which harms or tends to cause any mental, physical, emotional, sexual or economical harm/injury to the aggrieved woman.

Complainant under the Act

Any woman who is, or has been in a domestic or family relationship with the respondent and who has been subjected to domestic violence, can file a complaint under the Protection of Women from Domestic Violence, Act, 2005 for redressal of her grievance.

Service provider

Companies Act, 1956 may register itself with the State Government as a Service Provider; their object should be to protect the rights and interests of women by lawful means including providing counselling, medical, financial, conveyance, shelter and other assistance. A service provider has the power to prepare Incident of domestic violence; to get the aggrieved person medically examined, if needed and ensure safe shelter if required.

Procedure to apply for the case

Stage – 1 : The Complaint

The aggrieved person may approach the Protection Officer (P.O.) or Service Provider (S.P.) with a complaint of domestic violence, which is to be recorded in a Domestic Incident Report (DIR). Thereafter, its copies shall be forwarded to the concerned Magistrate, Local Police Station and Service Provider (S.P.)

Stage – 2 : The Application

In case the aggrieved person is desirous to initiate legal proceedings, the application to that effect accompanying with D.I.R. be filed in the court by P.O.. In cases, where aggrieved person approached the Court directly, the court may direct the P.O. to record and file D.I.R. after the application is received. The affidavit seeking immediate interim or ex-parte reliefs may also be filed along with application. The proceedings under the Domestic Violence Act are to be filed in the Court of Judicial Magistrate, First Class or Metropolitan Magistrate within whose local limits either party resides or gainfully employed or where the domestic violence has allegedly been committed. The procedure prescribed for the cases u/s. 125 of Cr.P.C. is, generally, to be applied while dealing with the applications under Domestic Violence Act.

Stage – 3 : Service of Notice

After receipt of application, the Courts shall issue notice to the respondents for appearance and the responsibility is upon the P.O. to ensure that the notice is to be served within two days from the date of filing.

Stage - 4 : Trial

Once the notice is served, the trial commenced with the first hearing and evidence may be adduced through affidavit by the parties, after giving opportunity to respondent for filing a written statement. The court may summon the party-witness for the purpose of examination or cross-examination. If the respondent fails to appear, the court may pass ex-parte order against him. The interim order can be passed at any stage of proceedings. The court may also direct the parties to avail counselling u/s. 14 of the Act.

Stage - 5 : The Order

After all the evidence have been recorded, the court grants final order which can be enforced in any part of India. The court may also direct the Protection Officer and Police for assistance in ensuring the enforcement of orders.

Stage - 6 : Post - Order

The breach of protection order is cognizable and non-bailable offence u/s. 31 of the Domestic Violence Act, 2005 and warrants procedure contemplated under Cr. P.C. has to be applied in case of breach.

Consumer complaint under Consumer Protection Act,2019

The Consumer Protection Act,2019 provides for efficient and effective settlement of consumer disputes while promoting the interest of the consumers. The introduction of online filing of complaints and mediation proceedings is a step towards speedy disposal of consumer cases and is a greater step towards digitization of consumer disputes.

Filing complaints:

Under section 2 clause 6 of CPA,2019 complaint is defined as:

Any allegation in writing, made by a complainant for obtaining relief provided under the act in case of unfair trade practices, defects in goods, deficiency in service, excess price of goods and services, selling of hazardous goods and product liability.

Persons eligible to file complaint

A complaint can be filed before designated authorities by:

1. A consumer
2. Any voluntary consumer association registered under any law for the time being in force
3. The Central Government or any State Government
4. The Central Authority
5. One or more consumers, where there are numerous consumers having the same interest
6. In the event of a consumer's death, his legal heir or representative
7. In the case of a juvenile, his parent or legal guardian

Mode of complaint

1. Written
2. Online
 - Website:-<https://consumerhelpline.gov.in/>
 - Via Apps:- consumer App, NCH App, Umang App

Statute of limitations for filing a complaint under consumer court

Within 2 year from the day defect or deficit in product is found.

Jurisdiction

Pecuniary jurisdiction:

The pecuniary limitation bar is as follows

1. District Commission: Amount not exceeding 1 crore

2. State Commission: 1 Crore – 10 Crore Rupees
3. National Commission: Amount exceeding Rupees 10 Crore

Territorial jurisdiction:

As per the CPA,2019 a complaint can be filed where

1. The consumer resides or personally works for gains
2. The opposite party resides or carry-on business.
3. The cause of action, wholly or in part, arises.

Submission of Complaint:

A complaint can be submitted either

1. Online or in person.
2. Submitted in person by the complainant or by his representative.
3. By registered post with the court fee.

Three copies of the complaint are required to be submitted out of which

- one is retained for the official purpose
- Second is forwarded to the opposite party
- Third is for the complainant.
- If the number of opposing parties is increased, more copies of the complaint are necessary.

Contents of the Complaint:

The complaint should include the following information:

- Name, description, and address of the complainant
- The name, description, and address of the opposing party or parties
- Facts about the complaint, such as when and where it occurred
- Documents to back up allegations, if any
- Specifics of the dispute: a flaw in the goods/a deficiency in the service
- The relief being sought

FORMAT OF CONSUMER COMPLAINT

BEFORE THE HON'BLE CONSUMER DISPUTES REDRESSAL COMMISSION _____
STATE.

[Compliant under Section – 47, Consumer Protection Act 2019]

OR

BEFORE THE HON'BLE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION _____ STATE.

[Compliant under Section – 35, Consumer Protection Act 2019]

1. Details of the Complainant

- A. Full name: _____
- B. Full Address: _____ Village/District/Taluka/City
- C. Mobile No: _____
- D. E-Mail: _____

If there is more than one complainant, then provide information of all Complainants for Sr. No. (A to D) above.

V/s.

2. Details of the Opponent

- A) Full Name: _____
- B) Full Address (With PIN Code No.)_ Village/District/Taluka/City
- C) Phone /Mobile No. _____
- D) E-Mail Address: _____

If there is more than one opponent, then provide information of all Opponents for Sr. No. (A to D) above.

(Main body of complaint)

Prayer of the Complainant

If the complainant wants to get one of the following or any other prayer, Then mention it.

- A. To get the refund of the price or charges paid.
- B. To replace the goods with new goods.
- C. To remove the defects in goods.
- D. To get compensation for deficiency in service/negligence of the Opponent.
- E. To get the amount for mental torture and cost of complaint.
- F. To get the unpaid/less paid insurance claim amount with interest Thereon.
- G. Details of other prayer, if any.

(If there is case of complainant to get compensation then provide
The calculation regarding the compensation sought for)

Details of fees paid at the time of filing the complaint

Claim amount Rs. _____ Fees Rs. _____

Demand Draft No. _____ Date _____

RTGS/NEFT _____

If the complaint is to be lodged through an authorized Representative/ Advocate/ A voluntary Consumer Association registered Under law then provide following details.

Name: _____

Full Address (with PIN code Number): _____

Mobile No.: _____ E-Mail: _____

I _____, hereby declare that the, above mentioned Information is true and correct to the best of my knowledge and belief.

Place: _____ Sign of Complainant

Encl.

1. Proof of amount deposited.
2. List of documentary evidences.
3. Vakalatnama if Advocate is engaged.

Appeal & Revision under Consumer Protection Act, 2019

An appeal or revision under the CPA2019 is a legal recourse available to parties who seek to challenge a decision or order issued by a lower consumer forum.

Purpose: The purpose of an appeal or revision is to enable aggrieved parties to Challenge the decisions or orders of lower consumer forums. It provides an opportunity to present arguments, raise legal issues, and seek a review or reversal of the decision by a higher authority. The appeal or revision process aims to ensure Fairness, justice, and effective resolution of consumer disputes.

Essentials:

1. Appellant/Revisionist Details: Provide the full name, address, contact Information, and any other relevant identification details of the appellant or Revisionist (the party filing the appeal or revision).
2. Opposite Party/Respondent Details: Identify the opposite party or Respondent (the party against whom the appeal or revision is being filed), Including their name, address, contact information, and any other relevant Details that help in identifying the party.
3. Details of the Order/Decision: Clearly state the specific order or decision Being challenged, including the forum or authority that issued the order and The date of the order.
4. Grounds of Appeal/Revision: Specify the grounds on which the appeal or revision is being filed. These may include errors of law, errors of fact, Procedural irregularities, misinterpretation of evidence, violation of Principles of natural justice, or any other valid grounds.
5. Supporting Arguments: Present detailed arguments supporting the Grounds of the appeal or revision. This may involve citing legal provisions, Case laws, precedents, or any other relevant arguments to establish the Validity of the appeal or revision.

6. Relief Sought: Clearly state the relief sought through the appeal or Revision, such as setting aside the order, remanding the matter for Reconsideration, modifying the order, or any other appropriate relief.
7. Supporting Documents: Attach any supporting documents or evidence that substantiate the grounds and arguments presented in the appeal or revision. This may include copies of the lower forum's order, relevant Documents, legal provisions, case laws, or any other relevant evidence.
8. Jurisdiction: Identify the appropriate jurisdiction or authority to which the Appeal or revision is being filed, based on the hierarchy of consumer forums And the provisions of the Consumer Protection Act, 2019.
9. Declaration and Verification: Include a declaration and verification Statement affirming that the information provided in the appeal or revision Is true and accurate to the best of the appellant's or revisionist's knowledge And belief. Sign the appeal or revision and, if required, have it verified or Sworn before a competent authority.

Content Structure: While the specific format and wording may vary based on Individual preferences, legal requirements, and the specific facts of the case, the Content structure of an appeal or revision under the Consumer Protection Act, 2019 generally includes the following elements:

1. Heading
 - Clearly state that the document is an appeal or revision under the Consumer Protection Act, 2019.
 - Mention the appropriate jurisdiction or authority to which the appeal or Revision is being filed.
2. Appellant/Revisionist Details:
 - Provide the full name, address, contact information, and identification Details of the appellant or revisionist.
3. Opposite Party/Respondent Details:
 - Identify the opposite party or respondent, including their name, address, Contact information, and any other relevant details.
4. Details of the Order/Decision:
 - Clearly state the specific order or decision being challenged, including The issuing forum or authority and the date of the order.
5. Grounds of Appeal/Revision:
 - Specify the grounds on which the appeal or revision is being filed.
6. Supporting Arguments:
 - Present detailed arguments supporting the grounds of the appeal or Revision.
7. Relief Sought:
 - Clearly state the relief sought through the appeal or revision.
8. Supporting Documents:

- Attach any supporting documents or evidence that substantiate the Grounds and arguments presented in the appeal or revision.

9. Jurisdiction:

- Clearly identify the appropriate jurisdiction or authority to which the Appeal or revision is being filed.

10. Declaration and Verification:

- Include a declaration and verification statement affirming the truth and Accuracy of the information provided in the appeal or revision.
- Sign the appeal or revision and, if required, have it verified or sworn Before a competent authority.

General Power of Attorney

A General Power of Attorney (GPA) is a legal document that authorizes a person (known as the “principal” or “grantor”) to grant another person (known as the “agent” or “attorney-in-fact”) the authority to act on their behalf in various legal and financial matters. The GPA is a versatile instrument that allows the agent to make decisions and carry out transactions on behalf of the principal.

Purpose: The purpose of a General Power of Attorney is to provide a legal framework for delegating authority and empowering the agent to act on behalf of the principal in a wide range of legal, financial, and administrative matters. The GPA allows the principal to grant specific powers and responsibilities to the agent, thereby facilitating the smooth execution of transactions and decision-making processes.

Essentials:

1. **Principal’s Details:** Include the full name, address, contact information, And any other relevant identification details of the principal (the person Granting the power of attorney).
2. **Agent’s Details:** Specify the full name, address, contact information, and Any other relevant details of the agent (the person receiving the power of Attorney).
3. **Powers Granted:** Clearly state the specific powers and authorities being granted to the agent. These powers may include the ability to buy or sell property, manage financial accounts, enter into contracts, sign documents, represent the principal in legal proceedings, or undertake any other specified actions on behalf of the principal.

4. **Duration and Termination:** Indicate the duration of the power of Attorney, whether it is for a specific period or until it is revoked or Terminated by the principal. Specify any conditions or events that may lead to the automatic termination of the power of attorney.
5. **Limitations and Restrictions:** Set forth any limitations or restrictions on the powers granted to the agent. This may include restrictions on specific actions, financial limits, or any other terms and conditions deemed necessary by the principal.
6. **Revocation Clause:** Include a provision that allows the principal to revoke or terminate the power of attorney at any time, upon written notice to the Agent.
7. **Witness and Attestation:** Ensure that the GPA is properly witnessed and attested by two or more witnesses, as per the requirements of the applicable law.

Content Structure: While the specific format and wording may vary based on Individual preferences, legal requirements, and the nature of the transaction, the Content structure of a General Power of Attorney in the Indian legal system

Generally includes the following elements:

1. **Heading:**
 - Clearly state that the document is a General Power of Attorney.
 - Include the name of the principal and the agent.
2. **Principal's Details:**
 - Provide the full name, address, contact information, and identification Details of the principal.
3. **Agent's Details:**
 - Specify the full name, address, contact information, and any other Relevant details of the agent.
4. **Powers Granted:**
 - Clearly state the specific powers and authorities being granted to the Agent.
5. **Duration and Termination:**
 - Indicate the duration of the power of attorney and any conditions or events leading to termination.
6. **Limitations and Restrictions:**
 - Set forth any limitations or restrictions on the powers granted to the Agent.
7. **Revocation Clause**
 - Include a provision allowing the principal to revoke or terminate the Power of attorney at any time.
8. **Witness and Attestation:**
 - Ensure that the GPA is properly witnessed and attested by two or more Witnesses.

Special Power of Attorney

A Special Power of Attorney (SPA) is a legal document that grants a person (known as the “agent” or “attorney-in-fact”) the authority to act on behalf of another person (known as the “principal” or “grantor”) in specific, defined matters or transactions. Unlike a General Power of Attorney, which grants broad authority, an SPA provides limited and specific powers to the agent.

Purpose: The purpose of a Special Power of Attorney is to authorize an agent to act on behalf of the principal in specific, defined matters or transactions. The SPA allows the principal to delegate specific powers and responsibilities to the agent, granting them the authority to perform certain actions or make decisions on the principal’s behalf. This enables the smooth execution of specific tasks and transactions, while providing the principal with control over the extent of the agent’s authority.

Essentials:

1. **Principal’s Details:** Include the full name, address, contact information, and any other relevant identification details of the principal (the person granting the power of attorney).
2. **Agent’s Details:** Specify the full name, address, contact information, and any other relevant details of the agent (the person receiving the power of Attorney).
3. **Powers Granted:** Clearly state the specific powers, authorities, and limitations being granted to the agent under the Special Power of Attorney. These powers should be clearly defined and tailored to the specific matters or transactions for which the agent is being authorized.
4. **Duration and Termination:** Indicate the duration of the power of Attorney, whether it is for a specific period or until it is revoked or terminated by the principal. Specify any conditions or events that may lead to the automatic termination of the power of attorney.
5. **Revocation Clause:** Include a provision that allows the principal to revoke or terminate the power of attorney at any time, upon written notice to the Agent.
6. **Witness and Attestation:** Ensure that the SPA is properly witnessed and attested by two or more witnesses, as per the requirements of the applicable law.

Content Structure: While the specific format and wording may vary based on Individual preferences, legal requirements, and the nature of the transaction, the content structure of a Special Power of Attorney in the Indian legal system

Generally includes the following elements:

1. **Heading:**
 - Clearly state that the document is a Special Power of Attorney.
 - Include the name of the principal and the agent.
2. **Principal’s Details:**
 - Provide the full name, address, contact information, and identification Details of the principal.
3. **Agent’s Details:**
 - Specify the full name, address, contact information, and any other Relevant details of the agent.
4. **Powers Granted:**

- Clearly state the specific powers, authorities, and limitations being granted to the agent under the Special Power of Attorney.

5. Duration and Termination:

- Indicate the duration of the power of attorney and any conditions or events leading to termination.

6. Revocation Clause

- Include a provision allowing the principal to revoke or terminate the Power of attorney at any time.

7. Witness and Attestation:

- Ensure that the SPA is properly witnessed and attested by two or more Witnesses.

Writs petition under article 32, 226,227 of Indian constitution

Under the Constitution of India, writ petitions serve as an important legal remedy for citizens to seek relief from the violation of their fundamental rights. Article 32, 226, and 227 of the Indian Constitution deal with writ petitions.

Article 32: This article confers the right to move the Supreme Court of India directly for the enforcement of fundamental rights. Article 32 empowers the Supreme Court to issue writs for the enforcement of fundamental rights like the right to life and personal liberty, right to equality, right against discrimination, etc. These writs include habeas corpus, mandamus, prohibition, quo warranto, and certiorari. This provision ensures that individuals have a direct and effective way to approach the Supreme Court to protect their fundamental rights.

Article 226: This article empowers the High Courts of India to issue writs. The High Courts can exercise their power under Article 226 for various purposes. They can issue writs to enforce fundamental rights, protect constitutional rights, and even for matters not covered under Article 32. This means that individuals can approach the High Courts for legal remedies in case their fundamental rights are violated.

Article 227: This article deals with the power of superintendence of the High Courts over subordinate courts and tribunals within their jurisdiction. The High Courts can exercise their supervisory power to

ensure that the subordinate courts and tribunals are functioning within their legal limits and not exceeding their jurisdiction. While Article 226 deals with the power to issue writs, Article 227 focuses on the administrative control and supervisory authority of High Courts over these lower courts.

There are five main types of writs that can be issued by the courts in India. Here's a brief explanation of each:

1. **Habeas Corpus:** This writ is used to ensure the release of a person who has been unlawfully detained or imprisoned. It ensures that the person is brought before the court and that the detention is legal.
2. **Mandamus:** This writ is issued to a public official, organization, or lower court, directing them to perform a specific duty that they have a legal obligation to fulfill. It is used to remedy the situation where there is a failure or refusal to perform a public duty.
3. **Prohibition:** This writ is issued by a higher court to a lower court or tribunal, preventing them from exceeding their jurisdiction or acting in excess of their authority. It is used to prevent an inferior court from acting improperly or unlawfully.
4. **Certiorari:** This writ is issued by a higher court to a lower court or tribunal, quashing their decision or order. It is used to correct errors of jurisdiction or if the decision is believed to be illegal, arbitrary, or in violation of principles of natural justice.
5. **Quo Warranto:** This writ is used to challenge the right or authority of a person holding a public office or position. It seeks to inquire into the legality of their claim and can result in their removal if they are found to be holding the office unlawfully or without the necessary qualifications.

These writs provide individuals with a legal remedy to protect their rights and ensure that public institutions and officials function within the limits of the law.

In essence, these articles provide individuals with the right to move the Supreme Court or High Courts through writ petitions to seek legal remedies and protect their fundamental rights. The courts have the power to issue writs and ensure proper enforcement of these rights.

To file various writ petitions in India, there are some **common essential requirements** that need to be met. Here are the **general essentials for filing different writ petitions**:

1. **Proper Jurisdiction:** Each writ petition has a specific jurisdiction designated for its filing. It is essential to file the appropriate writ petition in the correct court or forum. Article 32 of the Constitution allows for writ petitions to be filed directly in the Supreme Court, while Article 226 allows for writs to be filed in High Courts. Article 227 grants supervisory jurisdiction to High Courts over subordinate courts and tribunals.
2. **Locus Standi:** The petitioner must have a personal interest in the matter for which the writ petition is being filed. They must establish that their fundamental rights, legal rights, or public interest rights have been infringed upon.

3. ***Exhaustion of Other Remedies:*** Generally, the petitioner must show that they have exhausted all alternative remedies available. They are required to show that other legal remedies are either not effective or inadequate to provide the desired relief.
4. ***Specific Grounds:*** The writ petition must clearly state the grounds on which the relief is sought. Each type of writ petition has specific grounds and legal basis for seeking the relief. For example, a habeas corpus petition must establish unlawful detention, while a certiorari petition must demonstrate errors of jurisdiction or violation of natural justice.
5. ***Supporting Documents:*** The writ petition should be supported by relevant documents, evidence, and affidavits, if applicable. These documents help in substantiating the claims made in the petition.
6. ***Limitation Period:*** There is usually a specific time limit within which the writ petition must be filed. The petitioner must file the writ petition within the prescribed time frame from the occurrence of the event or act complained of.

It is important to note that the procedural requirements and specific essentials may vary depending on the type of writ petition and the court in which it is being filed.

Public interest litigation

Public Interest Litigation (PIL) is a judicial mechanism that allows individuals or non-governmental organizations to raise matters of public concern or violations of fundamental rights before the courts. It enables individuals and organizations to initiate legal proceedings on behalf of others who may be marginalized or disadvantaged.

Purpose: PIL aims to promote the public interest and protect the rights of the marginalized and underprivileged sections of society. It serves as a tool for social justice and accountability.

History:

Public Interest Litigation originated in the United States as a means to provide access to justice for marginalized groups. The PIL concept gained popularity in India in the 1980s as a result of judicial activism. The Indian Supreme Court expanded the scope of fundamental rights, allowing individuals and organizations to file PIL petitions on behalf of the underprivileged and marginalized sections of society.

Important principles:

- a) **Locus Standi:** PIL allows any individual or organization to file a petition, even if they are not directly affected or personally aggrieved. The principle of locus standi is relaxed in PIL cases, enabling public-spirited individuals to initiate proceedings on behalf of others.
- b) **Public Interest:** PIL focuses on issues of public concern or the violation of fundamental rights that impact a larger section of society. The primary objective is to promote and protect the interests of the public.

Uses:

PIL plays a crucial role in addressing social inequalities, environmental concerns, human rights violations, corruption, government maladministration, and other matters affecting public interest. It ensures that the legal system is accessible to the marginalized and empowers citizens to hold the government accountable.

Essentials:

The essentials for filing a PIL petition generally include:

1. **Public interest involved:** The matter must possess a larger public interest rather than being a private dispute between individuals.
2. **Violation of fundamental rights:** The PIL should seek relief for the infringement of constitutional or legal rights, or highlight the violation of statutory duties.
3. **Good faith:** PIL must be filed in good faith, with genuine public interest and without ulterior motives.
4. **No personal gain:** The petitioner should not have any personal or private interest in the outcome of the case.

Role of Courts: PIL plays a crucial role in the judicial system by providing access to justice to those who may not be able to afford legal representation. Courts have the power to entertain PIL petitions and deliver judgments that have far-reaching implications for the protection of public rights and interests.

Remedies and Relief: The courts can issue various types of orders and directions in PIL cases. They can issue guidelines, give directions to government bodies, enforce individual rights, and provide remedies to correct any violations identified during the proceedings.

Judicial Activism: PIL has contributed to the emergence of judicial activism in India, wherein the judiciary takes an active role in addressing social issues and ensuring the government's accountability. PIL petitions often lead to the development of progressive jurisprudence and the expansion of fundamental rights.

Limitations: While PIL has been instrumental in championing social causes, it also has some limitations. The courts need to strike a balance between protecting public rights and not overstepping into the executive or legislative domain. Frivolous or motivated PIL petitions can burden the court system and delay the resolution of genuine cases.

Rules regarding PIL:

- a) Court's discretion: The court has wide discretionary powers to admit or reject a PIL petition based on its merits.
- b) No adverse orders: PIL petitions should not result in any personal detriment or punishment for the respondents unless it violates the principles of natural justice.
- c) Investigation by the court: The court can investigate, direct inquiries, and appoint commissions to gather necessary information or evidence in PIL cases.
- d) Costs and compensation: The court may impose costs on the petitioner or award compensation if the PIL is found to be frivolous or for personal gain.

Overall, PIL has played a significant role in shaping the Indian judicial system by allowing citizens to actively engage in the administration of justice and uphold the principles of equality, fairness and social justice and to hold the government accountable.

Agreement of Sale

In India, an Agreement of Sale is a legal contract between a buyer and seller for the purchase and sale of immovable property, such as land, house, or apartment. It is governed by the provisions of the Indian Contract Act, 1872, and the Transfer of Property Act, 1882.

The purpose of an Agreement of Sale in India is to establish the terms and conditions under which the buyer agrees to purchase the property and the seller agrees to sell it. It serves as evidence of the transaction and protects the interests of both parties involved.

There are a few essential elements that need to be included in an Agreement of Sale in India:

1. Property Details: The agreement must clearly define the property being sold, including its complete address, area, boundaries, and any other specific details.

2. **Purchase Price:** The agreement should state the agreed-upon purchase price, mode of payment, and any other financial obligations, such as registration fees or stamp duty.
3. **Payment Terms:** The terms of payment, such as the mode, schedule, and installment details, should be mentioned in the agreement.
4. **Possession and Handover:** The agreement should outline the date on which possession of the property will be handed over to the buyer and any conditions or obligations related to it.
5. **Conditions and Warranties:** Any conditions or warranties related to the property, such as clear title, encumbrance-free, or certain amenities, should be clearly mentioned.

In India, the Agreement of Sale needs to be executed on non-judicial stamp paper of the prescribed value, based on the state-specific stamp duty laws. It should be signed by both the buyer and seller and witnessed by two witnesses.

Upon execution of the Agreement of Sale, it is advisable to register it with the appropriate authorities to provide legal validity and protection to the buyer's rights over the property. Registration of the agreement requires payment of applicable registration fees and stamp duty.

It is essential to consult specific state laws and regulations related to property transactions in India as they may vary from state to state. These laws ensure that the Agreement of Sale is properly executed and enforceable, protecting the interests of both buyers and sellers involved in the transaction.

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AGREEMENT FOR SALE

This Agreement for Sale (hereinafter referred to as the “Agreement”) is made and entered into on this
[Date] (hereinafter referred to as the “Effective Date”) between:

Seller:
[Full Name of Seller]
[Address of Seller]
[City, State, ZIP Code]

Buyer:

[Full Name of Buyer]

[Address of Buyer]

[City, State, ZIP Code]

WHEREAS, the Seller is the lawful owner of the property described as follows:

Property Description:

[Provide a detailed description of the property being sold, including its location, dimensions, and any Distinguishing features.]

WHEREAS, the Buyer has expressed an interest in purchasing the aforementioned property and the Seller is willing to sell the property to the Buyer under the terms and conditions set forth in this

Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Seller And the Buyer agree as follows:

Purchase Price:

The Buyer agrees to purchase the property from the Seller for the total purchase price of [Purchase Price In Words and Figures] (hereinafter referred to as the "Purchase Price"). The Purchase Price shall be paid

As follows:

Initial Deposit: [Amount of Initial Deposit] to be paid by the Buyer to the Seller upon signing this Agreement.

Installments/Remaining Amount: The remaining balance of the Purchase Price shall be paid in [Number Of Installments] equal installments as mutually agreed upon by the Seller and the Buyer. The schedule of Installments and the due dates shall be specified in an annexure attached hereto as "Payment Schedule."

Title and Possession:

- a. The Seller represents and warrants that he/she has good and marketable title to the property, free From any encumbrances, liens, or claims.
- b. The Seller agrees to deliver possession of the property to the Buyer upon receipt of the full payment of the Purchase Price.

Due Diligence and Inspections:

The Buyer shall have the right to conduct all necessary due diligence, inspections, and investigations of The property at his/her own expense. The Seller shall cooperate with the Buyer's reasonable requests for access to the property for this purpose.

Default and Termination:

- a. In the event of default by the Buyer, including failure to make payments as per the agreed Payment Schedule, the Seller shall have the right to terminate this Agreement and retain the initial Deposit as liquidated damages.

- b. In the event of default by the Seller, including failure to deliver possession of the property or Convey good title, the Buyer shall have the right to terminate this Agreement and seek legal Remedies, including refund of the initial deposit.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of [State/Country]. Any disputes arising out of or in connection with this Agreement shall be subject to the Exclusive jurisdiction of the courts of [City/State/Country].

Entire Agreement:

This Agreement constitutes the entire agreement between the Seller and the Buyer and supersedes any Prior agreements or understandings, whether written or oral, relating to the subject matter herein.

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Agreement for Sale as of the

Effective Date.

Seller:

[Full Name of Seller]

[Signature of Seller]

[Date]

Buyer:

[Full Name of Buyer]

[Signature of Buyer]

[Date]

Franchise agreement

A franchise agreement is a legal contract between the franchisor (the company granting the franchise) and the franchisee (the individual or entity obtaining the rights to operate a business under the

franchisor's brand). It establishes the terms and conditions under which the franchisee can use the franchisor's business model, trademarks, and established systems to run their own business.

The purpose of a franchise agreement is to outline the rights and obligations of both the franchisor and the franchisee. It ensures consistency in the operation of the franchise and protects the interests of both parties involved.

Essential elements of a franchise agreement in India typically include:

1. **Grant of Franchise:** The agreement should clearly state the rights granted to the franchisee, including the use of the franchisor's trademarks, business model, and operating systems.
2. **Territory:** The agreement should specify the geographical area where the franchisee is authorized to operate and whether exclusivity is granted within that territory.
3. **Term and Renewal:** The duration of the franchise agreement and any provisions for renewal should be clearly mentioned, along with any terms or conditions for termination.
4. **Fees and Royalties:** The agreement should outline the fees payable by the franchisee, including initial franchise fees, royalties, and any other ongoing payments.
5. **Support and Training:** The franchisor's obligation to provide training, ongoing support, marketing assistance, and other services should be detailed in the agreement.

Laws and regulations related to franchise agreements in India include:

1. The Indian Contract Act, 1872: This governs the general principles of contract law that apply to all agreements, including franchise agreements.
2. The Competition Act, 2002: This deals with issues related to anti-competitive agreements and abuse of dominant position, which may apply in certain franchise arrangements.
3. The Consumer Protection Act, 2019: This protects consumer rights and imposes obligations on franchisors to provide accurate and transparent information to potential franchisees.

It's important to note that franchisors in India must comply with the rules and regulations set by the Ministry of Corporate Affairs and any other relevant authorities.

Before entering into a franchise agreement, it is crucial for both parties to seek legal advice to ensure compliance with all applicable laws, protect their rights, and have a clear understanding of their obligations and responsibilities.

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This Franchise Agreement (hereinafter referred to as the "Agreement") is made and entered into on this [Date] (hereinafter referred to as the "Effective Date") between:

Franchisor:

[Franchisor's Name]

[Franchisor's Address]

[City, State, ZIP Code]

Franchisee:

[Franchisee's Name]

[Franchisee's Address]

[City, State, ZIP Code]

Grant of Franchise:

The Franchisor grants the Franchisee the non-exclusive right and license to operate a franchise using the Franchisor's established and proprietary business system (the "Franchise System") at the following

Location:

[Address of Franchise Location]

Term:

The initial term of this Agreement shall be [Term Length], commencing from the Effective Date. The Franchisee shall have the option to renew the franchise for additional terms as specified in Section [Renewal Clause] of this Agreement.

Franchise Fee and Royalties:

- a. The Franchisee shall pay a one-time franchise fee of [Franchise Fee Amount] upon execution of this Agreement.
- b. The Franchisee shall pay ongoing royalties to the Franchisor, calculated as [Percentage/Amount] of the Franchisee's gross sales, on a [Weekly/Monthly/Annual] basis.

Support and Training:

- a. The Franchisor shall provide initial training to the Franchisee and its employees on the operation of The Franchise System, including but not limited to product knowledge, marketing, and customer service.
- b. The Franchisor shall provide ongoing support, guidance, and access to updates and improvements to The Franchise System.

Franchisee's Obligations:

- a. The Franchisee shall operate the franchise in accordance with the Franchise System, following the Standards, procedures, and policies set forth by the Franchisor.
- b. The Franchisee shall maintain the quality and reputation of the franchise, utilizing approved suppliers, Marketing materials, and operating procedures.

Intellectual Property:

- a. The Franchisee acknowledges that all trademarks, trade names, logos, and other intellectual property Associated with the Franchise System are the exclusive property of the Franchisor.
- b. The Franchisee is granted a limited, non-transferable license to use the Franchisor's intellectual Property solely for the operation of the franchise in accordance with this Agreement.

Confidentiality:

The Franchisee shall keep all proprietary information, trade secrets, and confidential materials provided By the Franchisor confidential during the term of this Agreement and thereafter.

Termination:

- a. This Agreement may be terminated by either party upon written notice in the event of a material Breach of any provisions contained herein, subject to any cure periods specified in this Agreement.
- b. The Franchisor may terminate this Agreement if the Franchisee fails to cure any breaches or defaults Within the specified cure period.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of [State/Country]. Any Disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction Of the courts of [City/State/Country].

Entire Agreement:

This Agreement constitutes the entire agreement between the Franchisor and the Franchisee and Supersedes all prior discussions, understandings, or representations, whether written or oral.

IN WITNESS WHEREOF, the Franchisor and the Franchisee have executed this Franchise Agreement as of The Effective Date.

Franchisor:

[Franchisor's Name]

[Signature of Franchisor]

[Date]

Franchisee:

[Franchisee's Name]

[Signature of Franchisee]

[Date]

Confidentiality agreement,

A confidentiality agreement, also known as a non-disclosure agreement (NDA), is a legally binding contract that establishes confidentiality obligations between two or more parties. It aims to protect confidential information shared during a business relationship or transaction from being disclosed to third parties without proper authorization.

The **purpose** of a confidentiality agreement is to ensure that sensitive information remains confidential and is not misused or shared with unauthorized individuals or entities. This is particularly important during business negotiations, collaborations, or when parties engage in knowledge-sharing activities.

Essential elements of a confidentiality agreement in India typically include:

1. **Definitions:** The agreement should clearly define what constitutes confidential information to ensure that both parties are aware of the details that need to be protected.
2. **Obligations:** The agreement should outline the obligations of both parties, such as the duty to keep the information confidential, prohibiting unauthorized disclosure, and specifying the permitted use of the confidential information.
3. **Duration:** The agreement should specify the duration for which the obligations of confidentiality will apply. Confidentiality obligations may be for a specific period or indefinite, depending on the nature of the information.
4. **Exceptions:** The agreement should mention any specific exceptions or circumstances where disclosure of confidential information is permitted, such as disclosures required by law or court orders.
5. **Remedies:** The agreement may include provisions for remedies in case of a breach of confidentiality, such as damages, injunctive relief, or other appropriate legal actions.

In India, confidentiality agreements are primarily governed by contract law principles defined under the Indian Contract Act, 1872. Additionally, specific legislations such as the Information Technology Act, 2000, may provide protection for confidential electronic information.

It is important for parties to consult legal professionals when drafting or signing a confidentiality agreement to ensure compliance with the applicable laws and to address any specific requirements or concerns. This helps in safeguarding valuable business information and maintaining trust between the parties involved.

Draft

This Confidentiality Agreement (hereinafter referred to as the “Agreement”) is made and entered into on This [Date] (hereinafter referred to as the “Effective Date”) between:

Disclosing Party:

[Name of Disclosing Party]
[Address of Disclosing Party]
[City, State, ZIP Code]

Receiving Party:

[Name of Receiving Party]
[Address of Receiving Party]
[City, State, ZIP Code]

WHEREAS, the Disclosing Party possesses certain confidential and proprietary information (hereinafter Referred to as the “Confidential Information”) that is valuable and requires protection.

WHEREAS, the Receiving Party desires to gain access to the Confidential Information for the purpose of[Purpose of Disclosure] and agrees to maintain the confidentiality of such information.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Disclosing Party and the Receiving Party agree as follows:

Definition of Confidential Information:

The term “Confidential Information” shall include any information, data, documents, trade secrets, Technical know-how, business plans, financial information, customer lists, or any other proprietary Information disclosed by the Disclosing Party to the Receiving Party, whether orally, in writing, or in any Other form, and identified as confidential at the time of disclosure or reasonably should be understood to Be confidential given the nature of the information and the circumstances of disclosure.

Non-Disclosure Obligations:

- a. The Receiving Party shall use the Confidential Information solely for the purpose of [Purpose of Disclosure] and shall not disclose or make the Confidential Information available to any third party Without the prior written consent of the Disclosing Party.
- b. The Receiving Party shall take all reasonable measures to maintain the confidentiality and security of The Confidential Information, exercising at least the same degree of care as it would exercise with its own Confidential information.

Exceptions to Confidentiality:

The obligations of confidentiality under this Agreement shall not apply to any information that:

- a. Is or becomes publicly known through no fault of the Receiving Party;
- b. Was rightfully in the Receiving Party’s possession prior to its disclosure by the Disclosing Party;
- c. Is independently developed by the Receiving Party without reference to the Confidential Information; or

- d. Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt notice of such requirement to Enable the Disclosing Party to seek a protective order or other appropriate remedy.

Return of Confidential Information:

Upon the request of the Disclosing Party or upon termination of this Agreement, the Receiving Party shall Promptly return all tangible and electronic copies of the Confidential Information, including any Materials or documents containing or derived from the Confidential Information.

Remedies:

The Receiving Party acknowledges that any unauthorized use or disclosure of the Confidential Information may cause irreparable harm to the Disclosing Party. In the event of a breach or threatened

Breach of this Agreement, the Disclosing Party shall be entitled to seek injunctive relief and any other Remedies available at law or in equity.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of [State/Country]. Any Disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction Of the courts of [City/State/Country].

Entire Agreement:

This Agreement constitutes the entire agreement between the Disclosing Party and the Receiving Party Concerning the subject matter herein and supersedes all prior agreements, understandings, or Representations, whether written or oral.

IN WITNESS WHEREOF, the Disclosing Party and the Receiving Party have executed this Confidentiality

Agreement as of the Effective Date.

Disclosing Party:

[Name of Disclosing Party]
[Signature of Disclosing Party]
[Date]

Receiving Party:

[Name of Receiving Party]
[Signature of Receiving Party]
[Date]