

S.V. COLLEGE OF LAW – TIRUPATI

RECORD MATERIAL

PRACTICAL TRAINING-1 DRAFTING, PLEADING AND CONVEYANCING

CIVIL PLEADINGS

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CIVIL PLEADINGS

EXERCISE-I

FACTS

S. Janardhana Naidu, S/o. Krishnaiah residing at D.No. 249, Netaji Road, Tirupati, borrowed Rs. 25,000 agreeing to pay 24% on 26th Feb, 2008 from G. Srinivasa Yadav, S/o. Ramaiah at D.No. 247, Netaji Road and executed a promissory note. The promissory note was scribed by K. Venkatasubbaiah a document writer in Tirupati and attested by a K. Damodhar Reddy and M. Subramanyam Naidu.

G. Srinivasa Yadav made demands for the Repayment of the loan and also caused a lawyers notice dated 04.01.2011 to be send to S. Janardhana Naidu.

S. Janardhana Naidu who received the notice on 27.01.2011 neither paid the amount nor did he respond to the notice on 20th February, 2011. G.Srinivasa Yadav filed a suit for the recovery of the debt **Draft the plaint.**

PLAINT

ORDER-6, RULE-17, SECTION-26

In the court of the Junior Civil Judge of Tirupati.

O.S. No/2011

G. Srinivasa Yadav Plaintiff

Vs.

S. Janardhan Naidu Defendant

Plaint filed on behalf of the plaintiff under order VII Rule-10 and long cause title.

(1) Plaintiff

G. Srinivasa Yadav, S/o. Ramaiah aged 45 years, Hindu business, residing at D.No. 247, Netaji Road, Tirupati, within jurisdiction of this honourable court.

The address for services of notices etc. on the plaintiff is as stated above and come of advocate, Tirupati.

(2) Defendant

S. Janardhan Naidu, S/o. Krishnaiah, 40 years, Hindu, Business, residing at D.No. 249, Netaji Road, Tirupati within jurisdiction of honourable court.

The address for service of process etc. on the defendant as stated above.

(3) Defendant borrowed a sum of Rs. 25,000 on 26.02.2008 and in consideration thereof executed a promissory note for the like sum in favour of the plaintiff, agreeing to pay interest at 24% per annum.

(4) The plaintiff made several demands on the defendant for the repayment of the debt. The plaintiff also caused a registered lawyer's notice dated 04.01.2011 to be sent to the defendant who did not respond.

(5) The plaintiff submits that the defendant is not an agriculturist and he is not entitled to the benefits under any of the debt relief of law.

(6) Cause of Action: For this suit arose on 26.02.2008 at Tirupati, within the jurisdiction of this honourable court.

(7) The plaintiff values this suit for the purpose of court fee and jurisdiction of 39,000/- and pays a court fee of 1,666 under section 20 of A.P. Court fee and suits valuation Act.

(8) Particulars of Valuation

Principal borrowed	25,000
Interest 24% p.a from 26.02.2008 to 20.02.2011	14,000
	<hr/>
	39,000
	<hr/>
Court fee paid there on relief	1,666

Prayer

(9) It is therefore, prayed that the honourable court may be pleaded to pass a judgement and decree against the defendant and in favour of the plaintiff

(10) Directing the plaintiff defendant to pay the plaintiff the sum of Rs.39,000 on with further interest at the contract rate till the date of realization.

(11) Awarding the plaintiff the cost of this suit and

(12) Passing such further or other order as the honourable court may deem. Fit and proper in the circumstance of the case.

x x x x

x x x x

Advocate for the plaintiff

Plaintiff

Verification

I the plaintiff, to hereby declared that the facts stated above true and correct to the best of my knowledge, information and belief.

List of document filed

(1) Documents original promissory note executed by the defendant.

Special plaints in suits by a licensor against his licensee by a notice as per the licence agreement.

EXERCISE-2

WRITTEN STATEMENT

Facts

'A' an aged widow about 80 years is the owner of immovable properties in Hyderabad. She has a son 'B', who was having a wife 'C'. All are Indian Christians. 'A' is purported to have executed an irrevocable indenture of settlement, by which the income of all the said properties is supposed to have been given over to 'B' and 'C'. 'C' has filed a suit against 'A' & 'B' for carrying out the provision of the said deed of settlement. She has also alleged in her plaint that, the income, possession and management are denied to her. 'A' wants to contend in defence that the said deed was brought about by 'B' & 'C' under influence and misrepresentations that neither the possession nor the management was ever handed over to 'B' and 'C' and the said deed was never handed over upon, and that, she was still the sole owner in possession and management of the properties in suit.

IN THE CITY CIVIL COURT AT HYDERABAD

SUIT NO. 19 OF 2013

C aged 32 years, Christian inhabitant Residing at S.R. Nagar, Hyderabad

..... Plaintiff

Vs

1) 'A' and

2) 'B'

..... Defendants

Defendant No: 1 above named states as follows:

1) Defendant No. 1 admits execution of the irrevocable indenture of settlement in favour of defendant No. 2 and the plaintiff, but pleads that she was induced to do so by the undue influence and misrepresentations, of defendant No. 2 and the plaintiff as follows.

(a) the defendant was several times threatened with life by the plaintiff and defendant No.2

(b) on 9th April 2013, the plaintiff and defendant No. 2 B brought an alleged magician in this defendant's house and threatened this defendant that they would have black magic performed by the magicians and thus kill this defendant. This defendant, being old, submitted to this diction and executed the indenture of settlement accordingly.

(c) Defendant No. 2 and the plaintiff represented to defendant No. 1 that the deed was one of the General power of Attorney, empowering the plaintiff and defendant No. 2 to manage the property of defendant No.1.

(d) Defendant No. 2 and the plaintiff misrepresented to a D.No.1 that it was legally necessary for defendant No.1 to executed a power of attorney and appoint 'B' and 'C' as managers of defendant No. 1 property.

This defendant says that neither the possession nor the management of the property in suit were handed over to the plaintiff or defendant No.2. The indenture of settlement was times never acted upon as alleged. This, defendant therefore is still the full owner in possession and management of the properties in suit.

The Defendant therefore prays and counter claims

That it may be declared that the said deed of settlement be declared null and void as against her and that the same day by order of this honourable court be cancelled. This suit be dismissed with cost.

Date:

‘A’

x x x x x x

Defendant No.1

VERIFICATION

I, defendant, to hereby declared that the facts stated above true and correct to the best of my knowledge, information and belief.

x x x x

Advocate of defendant

x x x x

Defendant No. 1

EXERCISE-3

CIVIL SUIT

Facts

A licence agreement was entered into between the plaintiff and defendant in respect of premises belonging to the plaintiff.

The agreement provided that the licensor (The plaintiff) could terminate the license at any time by giving a 3 months notice in writing to the licensee [The defendant]. In spite of such a notice have been sent.

The defendant has not vacated the premises and the plaintiff now ceases for possessions **Draft Civil Suit.**

IN THE COURT OF SENIOR CIVIL JUDGE, TIRUPATI

SUIT NO: 202 OF 2012

Sri P. Rama Rao, Business man

Residing at D.No. 4/22

Bhavani Nagar, Tirupati.

..... Plaintiff

Vs.

N. Satyanarayana, Business man

Residing at D.No. 3/88

Near Municipal Office, Tirupati

..... Defendant

THE PLAINTIFF ABOVE NAMED STATES AS FOLLOWS:

- (1) The plaintiff is the owner of flat No. 10, D.No. 4/22 on the second floor of a building with licence to run Furniture Business at Bhavani Nagar, Tirupati. The said flat along with its furniture fixtures and fittings is here after referred to was the said flat.

- (2) On 1st January 2012 the plaintiff agreed to allow the defendant to use the said flat on the terms and conditions in a licence agreement dated 01.01.2012 entered between the plaintiff and the defendant here to annexed and marked exhibit 'A' is a copy of the said agreement dated 01.01.2012.
- (3) Clause 12 of the agreement provides as follows:

“Notwithstanding anything contained herein either party here may terminate this agreement by giving to the other not less than 3 months previous notice in writing and without giving any reason. Therefore
- (4) Accordingly on 01-07-2012, the plaintiff informed the defendant by a registered letter, that he was terminating the licence contained in the said licence agreement with effect from 30.09.2012 and caused upon the defendant to vacate the said flat by the said date, here to annexed and marked exhibit 'B' is a copy of the said letters dated 01.07.2012 addressed by the plaintiff to the defendant.
- (5) On 01-10-2012, the plaintiff called upon the defendant, to vacate the said flat, the defendant informed the plaintiff that he was not prepared to do so, under any circumstances what so ever, thereafter, the plaintiff made repeated demands on the defendant to vacate the said flat but the defendant failed and neglected to do so, and continued to occupy it in unauthorized and illegal manner.
- (6) The plaintiff further submits that the defendant has not paid to the plaintiff any compensation for the illegal and unauthorized use of the said flat from the month of Oct, 2012, and thereafter. There is thus due payable by the defendant to the plaintiff a sum of 60,000 being the monthly compensation for occupation of the said flat at the agreed rate of Rs. 5000/- per month from 01-10-2012, till the filing of the suit, as per particular annexed here to and marked exhibit "e".
- (7) The plaintiff also submits that the defendant be ordered and decreed to pay to the plaintiff compensation at the rate of 5000/- per month from

01.04.2012, till the date on which the defendant handover possession of the said flat to the plaintiff.

- (8) The plaintiff further submits that it is just and that pending the hearing and final disposal of the suit, the defendant, the member of his family and on his agents or servants he restrained by an interior injunction and order of This honourable Court from dispersing of or parting with the possession of, or any part there of in favour of any person other than the plaintiff. The plaintiff submits that if such relief is not granted to the plaintiff, grave and irresponsible harm and loss and injury will be inflicted on the plaintiff.
- (9) The said flat is situated in Bombay, the agreement dated 01.01.2012 entered into left the plaintiff and the defendant being exhibit 'A' here to was entered into in A.P. the defendant resides in and carries on business in A.P. This honourable court. Therefore has jurisdiction to entertain, try and disperse of this said.
- (10) The plaintiff values the relief claimed in the present suit for the purpose of court fees and jurisdiction of Rs.
- (11) The plaintiff will rely on documents a list where of is annexed here to

The plaintiff therefore prays

- (a) That the defendant be ordered and decreed to forthwith remove himself, along with members of his family and servant and their belongings, from the flat, being flat No. 10 situated on the second floor of T.K. Road, Tirupati and to handover possession there of along with its furniture fitting and fixtures to the plaintiff.
- (b) That the defendant be ordered and decreed to pay to the plaintiff.
 - (i) The sum of Rs. 60,000 as per exhibit 'C' here to being the compensation for the use and occupation of the said flat from 1-10-2012 to till date on which the flat is vacated by the defendant.

- (ii) A sum of Rs. 5000/- per month for the use and occupation of said flat from 01.04.2012 to till the date on which the flat is vacated by the defendant.
- (c) That pending that hearing and final disposal of the suit, the defendant, members of his family, his servants and agent be restrained by an interium order and injections of this Honourable court from disposing of as parting with the possession of or excumbering or otherwise dealing with the said flat, or any part there of infavour of any person other than the plaintiff.
- (d) That pending the hearing and final disposal of the suit, the defendant be ordered by an interium order of this honourable court to pay to the plaintiff the amount mentioned in clauses (i) & (ii) of prayer (b) above.
- (e) For the interior relief in terms of prayers (c) above.
- (f) For cost of the suit, and
- (g) For such further and other reliefs as the nature and circumstances of the case may require.

Plaint draw by

K. Srinivasa Rao

Advocate

Sd/-

Plaintiff

P. Sri Rama Rao

EXERCISE-5

ORIGINAL PETITION

FACTS:

S. Mohan Reddy and Saraswathi both having married to each other, lived happily for about two years after the marriage, but since one year S. Mohan Reddy, was subjecting his wife to both physical and mental cruelty.

In the circumstances, Saraswathi submits that it has become undesirable and impossible for her to live with her husband Mohan Reddy, Saraswathi seeks a decree for judicial separation.

Draft a petition for Sujatha

In the Family Court Judge, Tirupati

MARRIAGE O.P. No. 17/2011

Smt. Saraswathi Petitioner

Vs.

S. Mohan Reddy Respondent

Petition filed on behalf of the petitioner under Hindu Marriage Act.

Name of the Petitioner

Smt. Saraswathi, W/o S. Mohan Reddy, Hindu aged about 30 years house wife residing at 17-6-93, Brahmin Street, Tirupati.

The address of the petitioner for the service of notice etc. is as stated above and also care of her counsel. Smt. V. Geetha, Advocate, Tirupati.

Name of the Respondent: S. Mohan Reddy, S/o. Raja Reddy, Hindu aged about 32 years, Doctor by Profession, residing at 8-3-97, G.S. Mada Street, Tirupati.

The address of the respondent for the service of notices etc. is as stated.

The petitioner submits that she is legally married wife of the respondent. This marriage was celebrated in the year 2008 at Tirupati. At the time of marriage the petitioner's parent's gave 25 thulas of gold and Rs. 2,00,000/- in cash as dowry to the respondent. The marriage was consummated immediately.

The petitioner submits that, she is the legally married wife of the respondent. Their submits that respondent has started his nursing home at Reddy & Reddy colony and gained good reputation and were happy for 2 years i.e., since 2011 his life started to have ups and downs.

The petitioner submits that the respondent slowly cultivated the bad habits and became share to alcohol and used to have ephedrine etc. So have slowly began to lose his sexual potency and attach become a total impotent. When he has been taken to Appolo Hospital, Madras, the doctors have concluded that he lost his potency because of excessive narcotic drugs and alcohol. The respondent became frustrated in his life. He gave up his practice slowly the petitioner sold her jewels to maintain the family. Her parents also helped to some extent.

The petitioner submits that because of inferiority complex the respondent started to suspect the character of the petitioner. He used to abuse her with vulgar and filthy words that, she had illegal connections with others. He used to abuse her even, if beggar stands in front of the house, as the beggar is awaiting for her. She tolerate all these mental torture added to this the respondent used to put cigarettes on her breast thighs and other private parts and burn them. He enjoys her screamings. Sometimes he gaged her mouth with cloth and subject her to physical cruelty.

The petitioner further submits that on 10.02.2011 he made her naked put the blade on her left breast and applied chillies powder on the wound she cried loudly apprehending danger and her neighbor and her mother-in-law came there and saved her from the clutches of the respondent than on 11.02.2011 she

came away to her parents house. She apprehends danger to her parents house also. She apprehends danger to her life in the hands of the respondent and it is impossible for her to live with such sadistic husband. Hence the petition for Judicial separation Filed.

The cause of action for this petition for Judicial Separation arose on 01.02.2003 the date of marriage and also 10.02.2011 when she frightened of her life ran away to her parents house continues de divindum with the jurisdiction of this hounourable court.

The value of the petition for the purpose of court fee is of Rs. Net and fixed court fee of Rs. 10/- paid V/Sec of A.P.C.F. & S.V. Act.

The petitioner submits that no similar petitioner has been filled so far before any court.

Prayer

The petitioner therefore prays that the honourable court may be pleased to pass an order and decree.

- (a) Declare that the marriage has been dissolved by judicial separation.
- (b) Direct the respondent to pay cost of the petition. And pass such others and further orders as it deem fit and proper in the circumstances of the case.

Advocate for petitioner

Petitioner

VERIFICATION

I, the petitioner do here by declare that the facts state above are true and correct to the best of my knowledge and belief and signed this verification on this the 25.02.2011 at Tirupati.

LIST OF DOCUMENTS

- 1) 01.02.2008 marriage invitation card.
- 2) Doctor prescription with wound certificate.

EXERCISE-6

AFFIDAVIT

FACTS:

Draft, on behalf of the respondent wife, a notice of motion, along with an affidavit in support thereof, in and for custody of a minor girl.

IN THE FAMILY COURT AT TIRUPATI

NOTICE OF MOTION NO. 80 OF 2010

IN

MATRIMONIAL PETITION NO: 101 OF 2010

Sushmitha Petitioner

Vs.

Goutham Respondent.

I sushmitha of Tirupati, Hindu Indian inhabitant residing at T.K. Street, 4th Road, Tirupati do hereby solemnly affirm and say as follows.

- (1) I say that I was married to the respondent on 01.04.2004 at Tirupati according to traditional Hindu rites until 2010. I had cohabited with the respondent at Tirupati and had a son Rahul by the said marriage. The said Rahul is now 5 years of age.
- (2) I say that until November 2010, our matrimonial life was quite happy and harmonious. Thereafter, the respondent took to heavy drinking and began to show disgust, contempt and neglect towards me and towards the said Rahul.
- (3) I say that the respondent has physically assaulted me on several occasions and is guilty of gross cruelty as more particularly stated in my petition. I further say that the respondent is also guilty of desecrating

me as stated more fully in the said petition. I say that I have therefore prayed for a dissolution of the said marriage in the said petition.

(4) I say that I am a housewife with no independent source of income.

I further say, that the respondent is the Branch Manager of Indian Bank and is drawing a monthly salary of 4000/-

(5) I say that I am clearly attached to the said Rahul and fear physical, assaults on him by the said respondent if his custody.

(6) I therefore submit that this notice of motion be made absolute with costs.

Solemnly Affirmed at Tirupati.

This 2nd December, 2010

Advocates for the petitioner

Susmitha

Before me

Registrar/ Superintendent

City Civil Court, Tirupati.

EXERCISE-7

AFFIDAVIT IN SUPPORT

FACT

Draft a Notice of motion for the appointment of a receiver in a suit for the dissolution of a partnership filed in the Vijayawada City Civil Court. Also draft an affidavit in support of the Notice of Motion.

IN THE CIVIL COURT OF JUDICATURE AT VIJAYAWADA

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 10 OF 2010

IN

SUIT NO: 109 OF 2010

Canara Bank, a body Corporate Constituted under the Banking Companies Act, 1970. Having its Registered Office at Machavaram, Vijayawada.

..... Plaintiff

B. Kanta Rao, of Vijayawada, Indian inhabitant, residing at 80.A Danayya Street Gunadala, Vijayawada.

..... Defendant

TAKE NOTICE

This court will be moved before the Honourable Mr. Justice Narasimha Rao on Friday, the 12.04.2010 at 11 clock in the forenoon by the above named plaintiffs for the following order:

- (a) That pending and hearing and final disposal of the suit, the court receives, City Civil Court Vijayawada or other some fit and proper person be appointed receives, with all powers under order XL rule I of the Code of Civil Procedure, 1908.

- (b) That pending the hearing and final disposal of the Defendant, either by himself or through his servants or agents, be restrained by an order and injunction of this honourable court from transferring disposing of encumbering or otherwise dealings with the suit properties more particularly described in exhibit 'A' to the plaint here in.
- (c) For and interim reliefs in terms of prayers (a) and (b)
- (d) That the defendant be ordered to pay to the plaintiff the cost of this notice of motion and the order to be made there on.
- (e) For such further and other reliefs as the nature and circumstances of the case may require.

AND TAKE NOTICE ALSO

That leave to give this notice for the day and hour aforesaid has been obtained from the honourable Mr. Justice Narasimhan Rao.

Dated this 10th day of April 2010. This notice of motion has been issued at the instance of M/s Shah & Co, Advocate for the plaintiffs having their office at 3/3 Gandhi Nagar, Vijayawada.

XXXX

Shah & Co

Advocates for the plaintiff

To

Mr. B. Kanta Rao

80-A Danayya Street,

Gundala, Vijayawada.

EXERCISE-8

WRIT PETITION

FACTS

An Establishment called M/s. Indira Trading Co., in A.P. applied for the Joint Controller for Exports and Imports Business licence to Import Textile Machinery from Germany. After several reminders, he received an on-line letter informing him that his application was refused. The applicant was not even given an opportunity to be heard in the matter. The management of establishment now files a writ petition in Andhra Pradesh High Court against the said order passed by the Joint Controller.

IN THE HIGH COURT OF JUDICATURE AT A.P. EXTRAORDINARY **CIVIL WRIT JURISDICTION WRIT PETITION NO. 24 OF 2011**

M/s. Indira Trading Co.,
27/2, Tilak Road,
Hyderabad
Vs.

..... Petitioner

- (1) The Union of India
- (2) P. Ramesh Reddy, The Joint Controller of Imports and Exports having his office at Sagar Apartment, Hyderabad ... Respondents

SCHEDULE

Visakhapatnam District, Visakhapatnam town, House bearing No. 7.7.44 situated in Gajuwaka.

S/d x x x x x
Advocate for Petitioner
Decree holder

LIST OF DOCUMENTS

- (1) 22-10-2000 C.C. of Decree

x x x x x
Advocate for Petitioner
Decree holder.

EXERCISE-9

MEMORANDUM OF APPEALS AND REVISIONS APPEALS

A memorandum of appeal is different from petition. Therefore, no enumeration of the facts of the case, no complaint against the high handedness of the other party, no plea of the helpless condition of the appellant and no plea for sympathy of the court should find any place in memorandum. The memorandum can be divided into two main parts. They are

- Formal part
- The Material Part

In the formal part the following should be included:

- (a) **Heading of the case:** This should begins with the name of the Court, the name and address of the parties to the appeal should be given.

The name of the appellant being given first.

- (b) **An introductory state of the appellant:**

This statement must give the particulars of the decree or order appealed from.

- (c) **The Valuation of the appeal:**

Though there is nothing in the C.P.C. to required that the valuation of an appeal should be written in the memorandum of an appeal yet as and Valoren Court fees are after payable, it has become a common practice to enter the value of the appeal in the memorandum.

(2) The material part of an appeal should include the following

(A) Ground of Appeal:

- (i) The grounds of Appeal or objection should be written distinctly and specifically.
- (ii) They should be written concisely.
- (iii) They must not be framed in a narrative or in an argumentative form.

To
The Honourable Chief Justice
And the other Judges of the
Honourable Court.

The petitioner above named respectively shemeth

- 1) The petitioner carries on the business of import of all kinds of machinery under the name and style of 'Ganga imports' having his office at 42 Masjid Bander Road, Hyderabad.
- 2) The second respondent is appointed U/Sec 5 of the import and Export Act 1956 and is authorized to process all applications for import under the provisions of the said Act.
- 3) On 02.05.2011, the petitioners made an application to the second respondent in the prescribed form for import of certain textile machinery from Germany. The said application was accompanied by the prescribed fee of Rs. 2,00,000. Here to annexed and marked exhibit 'A' is a copy of the petitioner said applications dated 2nd May, 2011.
- 4) As the petitioner did not receive any reply from the second respondent, the petitioner wrote a letter to expedite the issue of the Import licence infavours of the petitioner. In the said letter, the petitioners also requested for a personal hearing before any final decisions was taken in the matter by the second Respondent. Annexed have to and marked exhibit 'B' is a copy of the said letter of the petitioner date 10.10.2011.
- 5) The petitioner says that thereafter, the petitioner addressed two further reminders to the second respondent on 15.11.2011 and on 04.12.2011 once again requesting the second respondent to issue the necessary import licence to the petitioners. The petitioner craves leave to refer to and reply upon the said reminders dated 15.11.2011 and 04.12.2011 when produced.

- 6) The petitioner submits that the application here in was made by the petitioner in Hyderabad. The second respondent has rejected the said application in Hyderabad and this Honourable Court. Therefore has jurisdiction to receive, try and determine this petition.

The petitioner therefore prays

- (a) That this honourable court be pleased to issue a writ of mandamus or a writ in the nature of mandamus or any other appropriate writ, order or direction U/Art-226 of the constitution of India, against the respondents ordering and directing them.
- (i) To forthwith withdraw and cancel the said letter of rejection dated 07.01.2011 being exhibit 'C' here to
- (ii) To forthwith disperse of the application of the petitioner dated 02.05.2011 being, exhibit 'A' here to after giving to the petitioner as per the rules and guidelines relating to imports licensing.
- (b) For the costs of this petition and
- (c) For such further and other orders and the nature and circumstances of the case may require.

Petition drawn by

Mr. Kiran, Advocate, H.C., A.P.
and settled by
Mr. Ajay Babu, Senior Advocate
High Court, A.P.

XXXXX
Managing Director,
M/s. Indira Trading Co.,

EXERCISE-10

REVISION PETITION

APPLICATION FOR REVISION

SECTION 115, C.P.C

Petition for revision **U/Sec 115, C.P.C.** against the decree of the District Judge at Chittoor dated 15.02.2010 reversing the decree of the Civil Judge of Chittoor, dated the 25.07.2009, passed in Suit No: 315 of 1996 valued at Rs.52,000/-.

Respectfully shemeth:

- (1) That the applicant was the plaintiff in the aforesaid suit which had been brought U/Sec 9 of the specific Relief Act.
- (2) That the suit was decreed by the Munsif, but the District Judge on appeal has reversed the Munsifs decree.
- (3) That U/ the law no appeal lay to the District Judge from the Munsifs Decree, and the District Judge from therefore exercised a Jurisdiction which was not vested in him by law.

PRAYER

Therefore, the applicant prays that this Honourable Court will call for the record of the case and set aside the said decree of the District Judge and restore that of the Munsif and award him cost in all courts.

CRIMINAL PLEADINGS

EXERCISE-1

COMPLAINT

FACTS

Mr. J. Siva Reddy assault Miss. Hansika near Bus Stand on 12th May, 2012 at 9.00 am, motivated by ill will. Miss Hansika intends to file a complaint in court under.

Section 323 I.P.C.

IN THE COURT OF THE JUDICIAL FIRST CLASS MAGISTRATE,
TIRUPATI, C.C. NO. 13 OF 2012

Miss. Hansika, D/o. Radhakrishnan, Hindu, Student, aged about 21 year studying in III Year Batch, B.Tech., S.V. Engg, College, Tirupati,

Residing at S.V. Women Hostel, Tirupati,

Permanent residing of 43/790, K.S. Road, Rajampet, Kadapa District

Within jurisdiction of East Police Station, Tirupati.

..... Complainant

Mr. J. Siva Reddy, S/o. Narsimha Reddy, Hindu, aged about 26 years 4th Year, B.Tech student, residing at Men's Hostel, S.V. Engg. College, permanent address 7/90, T. Nagar, Rajampet, Kadapa District, within Jurisdiction of East Police Station, Tirupati.

..... Accused.

COMPLAINT FILED ON BEHALF OF THE COMPLAINANT

U/Sec 200 Cr. P.C.

- (1) The complaint submits that she is studying III Year B.Tech., in S.V. Engineering College, Tirupati, she knew the accused well.
- (2) The complaint submits that the accused had been behind her for last 6 months, but she never cared him. He wrote a love letter to her and she admonished him, then one day he pulled her upper saree in the class room and on her report he suspended college for a month. This happened on 01.05.2012.
- (3) The complainant submits that on 12.05.2012, she came to Tirupati Bus Station along her friends Yogi, Anitha, Valli to bid farewell to the hockey team of her college going to Visakhapatnam in Tirumala Express. She came out of the station and went to the Bus Station at about 8.00 pm along with her friends, she found the accused near auto stand.
- (4) The complaint submits that, while she was bargaining auto the accused came there and abused her that, she was responsible for his suspension from the college, tried to grab her right hand. When she protested he immediately stabbed on her left and right cheeks and also on her back with his fists, she cried loudly and the auto rickshaw drivers and passengers handed over him to police constable near the Bus Station. But he did not take the accused to police station that it was a non-cognizable offence. Hence thus complaint was made directly.

The complaint therefore prays that the honourable court may be pleased to take cognizance of the offence U/sec 323 IPC and punish him according to law.

XXXXXXXXX
Advocate for complainant

XXXXXX
Complainant

EXERCISE-2

CRIMINAL MISCELLANEOUS PETITION

**IN THE COURT OF SECOND ADDL. JUDICIAL MAGISTRATE OF
TIRUPATI**

CR.L.M.P.NO. OF 2012 M.C.No. 45 OF 2011

D. Dhanarekha Petitioner

Vs

D. Arun Kumar Respondent

Petition filed on behalf of the Petitioner U/Sec 128 Cr. P.C

- (1) The petitioner submits that he filed the above M.C. for grant of separate maintenance on 31.12.2011 against the respondent seeking a sum of Rs. 500 per month to be awarded.
- (2) The Honourable Court, after due contest, by order dated 06.01.2012 granted maintenance to the petitioner directing the respondent to pay a sum of Rs. 400 per month to the petitioner from 01.01.2012 and keep praying in future.
- (3) The petitioner submits that, the respondent has not paid any maintenance so far, and these disobeyed the order of this honourable court.
- (4) The petitioner further submits that the arrears of maintenance from 01.01.2011 to 31.03.2012 to Rs. 6000/-
- (5) It is therefore prayed that the honourable court may be pleased to commit the respondent to prison for such kind has the law required or till he paid the arrears of maintenance.

xxxxxxx
Advocate for the Petitioner

xxxxxx
Petitioner

VERIFICATON

I, the petitioner, to hereby declared that the facts stated above or true and correct to the facts stated above or true and correct to the best of my knowledge information and belief.

Date:

xxxxxx
Petitioner

EXERCISE-3

APPLICATION FOR BAIL

Facts

M. Bhaskar, a, V.A.O. of a village, is put up for trial for an offence Under Section 409 IPC Criminal Breach of Trust by a public servant. The prosecution case against him is that he failed to send the Government Treasury an amount of Rs. 3,000/- out of the amount he had collect as land revenue. An offence U/sec 409 is a non-bailable offence. The accused is an old man of 60 years and is an Under Trial Prisoner.

IN THE COURT OF THE FIRST CLASS MAGISTRATE,

CHANDRAGIRI

M. Bhaskar Petitioner

Vs.

State Respondent

PETITION FILED ON BEHALF OF THE PETITIONER ACCUSED

UNDER SEC. 409 OF IPC

May it please your honour

On behalf the above name accused, I beg to apply for his release on bail on following reasons:

- (1) The accused was arrested on 05.11.2011 by the Chandragiri Police on a charge U/Sec 409 I.P.C. the main complaint against him being that he being the V.A.O. of Peruru village and as such being a public servant failed to maintain and show accounts for a sum of Rs. 3,000/- to the Government Treasury.
- (2) Though offence is non-bailable taking into consideration the fact that, the amount involved is only Rs. 3000/- it is highly probable that there must be some honest mistake on the part of the accused for no one would think of Misappropriating such a small amount as Three Thousands.

(3) The accused is a respectable old man of 60 and is certainly not going to abscond. Moreover his family is resident in the village for over 40 years. His pensions and provident fund all came to more than Rs. 7000/- and the missed amount will be compensate by the accused soon.

Due notice of this applications is given to the Police.

PRAYER

Therefore, pray that the said accused may be granted bail and released from the policy custody where he is for the last 45 days.

XXXXXX

A. Satyanarayana Swamy
Advocate for accused

EXERCISE-4

CRIMINAL APPEAL AND REVISION MEMORANDUM OF APPEAL

IN THE COURT OF THE DISTRICT AND SESSIONS JUDGE AT

TIRUPATI

CRIMINAL APPEAL NO: 101 OF 2010

For the following among grounds the Appellant here in begs to prefer this appeal against the judgement dated of judicial Magistrate, F.C., Tirupati in criminal case No: 101 of 2010, convicting the appellant U/Sec 411 I.P.C and sentencing him to U/go, 6 months R.I. and to pay a fine of Rs. 300/-

GROUND

1. That the conviction is bad in law.
2. That the Judgement of the lower court offends Sec. 367 of the Cr.P.C.
3. That the learned magistrate should have inferred from the conduct of your petitioner deposed to by the investigating officer, that he was absolutely straight forward in his dealings. The conduct of your petitioner as has been deposited to by P.Ws. No. 52 and 4 would hardly be consistent with his guilty knowledge.
4. That the learned Magistrate should have taken into account the representation made to him by the alleged thief.
5. That the learned Magistrate should have believed that the articles were purchased bonafide for proper market price and inferred from that the absence of any guilty knowledge of your petitioner.
6. That the articles sold were common articles of everyday use to be found in possession of people of even modest means.
7. That the learned Magistrate should have disbelieved the evidence of P.W.s No: 56 and 7 who identified the parker pen and the Wallet alleged to belong to Sri Anand and should have held that they were ordinary,

common articles incapable of identification in the absence of any special mark or name.

8. That the learned Magistrate should have believed the defence witnesses who disposed to having seen the articles sold to the appellant some five months prior to the incident.
9. That the Lower Court ought to have given the benefit of responsible doubt to the appellant and acquitted him.

PRAYER

In the circumstances stated above, the petitioner prays that your honour may be pleased to admit the appeal, call for the record.

Release your petitioner pending disposal of the appeal on bail and after hearing the case, set aside the order of conviction and sentence or pass such other order as the ends of Justice may call for and your petitioner, as in duty bound, shall ever pray.

EXERCISE-5

REVISION APPLICATION

IN THE HIGH COURT OF JUDICATURE AT HYDERABAD

CRIMINAL REVISIONAL JURISDICTION

In the matter of an application U/Sec. 439, Cr. P.C.

Rajasekhara Rao, residing at Nacharam, Hyderabad Petitioner/ Accused

Vs.

The State of A.P.

.... Respondent

In the matter of a Revision from the order of conviction passed U/Sec 324, I.P.C. on 30.01.2010 by the learned presidency magistrate sixth court, Hyderabad.

To His lordship the Chief Justice and the Puisne Judge of the said honourable court.

THE HUMBLE PETITION OF THE ABOVE NAMED PETITIONER

MOST RESPECTFULLY SHEWETH

In the matter of an application U/sec. 439, Cr. P.C. Rajasekhar Rao, residing at Nacharam, Hyderabad Petitioner / Accused

Vs.

The state of A.P.

..... Respondent

In the matter of a Revision from the order of conviction passed U/sec 324, I.P.C. on 30.01.2010 by the learned presidency magistrate sixth Court, Hyderabad.

To

His lordship the Chief Justice and the ... judge of the said honourable Court.

THE HUMBLE PETITION OF THE ABOVE NAMED PETITIONER
MOST RESPECTFULLY SHEWETH

That the learned president Magistrate convicted the applicant and one Mukesh Rao under the mentioned section and sentenced him to undergo Vigorous imprisonment for a period of four month and to pay a fine of Rs.100 or in default to undergo further R.I. for 15 days.

Being aggrieved by the aforesaid order, your petitioner begs to move the honourable court in its Revisional Jurisdiction on the following.

Grounds

1. That the order of the lower court is against law.
2. That the learned presidency magistrate erred in believing the complaints who were interested witnesses.
3. That the learned presidency magistrate was wrong in disbelieving the two respectable and independent witnesses examined on behalf of the defence.
4. The learned magistrate has erred in not complying with the mandatory provisions of the Cr. P.C. whereby an opportunity to explain away the circumstances appearing against them was refused.
5. The learned magistrate has not maintained a full record of the evidence and hence certain admissions by the prosecution given in their cross examination are not available.

Prayer

The petitioner therefore prays that your lordship may be graciously pleased to call for the record of the case and issue a rule upon the presidency.

Magistrate, sixth court and upon the opposite party to show cause why the aforesaid, order complained of should not be vacated and to release the petitioner on bail pending the disposal of this revision application and your lordships may be pleased to pass such other order or orders as the circumstances of the case demand.

And your petitioner, as in duty bound, shall ever pray.

EXERCISE-6

MEMORANDUM OF WRIT PETITION WRIT OF HABEAS CORPUS

UNDER ART. 226 OF THE CONSTITUTION OF INDIA

**IN THE COURT OF JUDICATURE OF ANDHRA PRADESH AT
HYDEABAD**

W.P. No. 115 OF 2014

Between:

Mr. Y. Koteswar Rao,
S/o. Sri M.N. Rao,
Aged 40 years,
R/o. Tirupati.

..... Petitioner

AND

- 1) Govt. of Andhra Pradesh
Rep. by its Secretary for Home,
Hyderabad.
- 2) The Director General of Police,
State of Andhra Pradesh,
Hyderabad.
- 3) The Supdt. Of Police,
Chittoor District,
Andhra Pradesh.

.... Respondents.

Address for service on the above named petitioners is that of their Counsel M/s. Ram & Co., Advocates, High Court of A.P., Vengal Rao Nagar, Hyderabad-38.

For the reasons stated in the accompanying affidavit, it is prayed that this Hon'ble Court may be pleased to issue a writ of Habeas Corpus or any other appropriate writ or order or direction to the respondents directing them to forthwith set the petitioner at liberty who has been illegally detained by the Tirupati Police respondents No. 3 and pass such other order or orders as this Hon'ble Court may deem fit and proper in the circumstances of the case.

Place: Hyderabad

Counsel for Petitioner.

Date:

XXXXXX

EXERCISE-7

MODEL FIR

(First Information Report)

(Under Section 145 & 157 Cr.P.C.)

1. Chittoor District, Tiruchanoor Police, 2014, FIR No. 102, Date: 15-04-2014
2. (i) Act Sections :
- (ii) Act Sections :
- (iii) Other Acts & Sections:
3. (a) Occurrence of Office: March, 31st, Monday, Night between 10.30 to 11.00 pm
- (b) Information received from B. Ajay Kumar and K. Naresh Babu at the Police Station about 11.25 pm, 31st March, 2014.
- (c) General Diary Reference Entry No(s): 42, Time: 11.30 pm 31st March, 2014.
4. Type of Information : Written/ Oral
5. (a) Place of Occurrence : Tiruchanoor Road, Near Mango Mandi, Tirupati.
- (b) Address: Srinivasapuram, Tiruchanoor Road, Tirupati-517 503
 Tirupati Rural, Tiruchanoor Police Station Limits.
6. Complainant/ Informant
 - (a) Name: B. Ajay Kumar,
 - (b) Father's Name: B.K. Rao
 - (c) Date/ Year of Birth: 24-10-1994
 - (d) Nationality: Indian
 - (e) Passport No Date of issue..... Place of issue
 - (f) Occupation: Business
 - (g) Address: Telephone Colony, Srinivasa Puram, Tirupati.

7. Details of known/ suspected/ unknown/ accused with full particulars.
(Attach separate sheet if necessary)

.....

8. Physical features deformities and other details of the suspect:

.....

9. Contents of the Complaint/ Statement of the complainant or informant
(Attach separate sheets, if required).

10. Action taken. Since the above report reveals commission of offence (s) u/S
as mentioned at Item No. 2

Registered the case and took up the investigation/ directed

Rank to take up the investigation

FIR read over to the Complainant/ Informant, admitted to be correctly
recorded and a copy given to the Complainant/ Informant free of cost.

Signature of the Officer-in-charge Police Station

XXXXXX

Tiruchanoor Police Station,
Tirupati.

CONVEYANCING DEEDS

SALE DEED OF A HOUSE

Facts

Mahesh wants to purchase house from K. Nirmal at the rate of 1,50,000

Draft a sale deed

This sale deed entered into between G. Mahesh, S/o. G. Ramesh Babu (herein after called the Vendee) on this 13 days of September, 2010.

Now this Sale deed witnesses as follow:

1. This in consideration of an amount of Rs. 1,50,000 paid by the Vendee to the Vendor on 13.09.2010, the receipt where of is hereby acknowledged, the vendor the owner of the property detailed in the schedule here to, does hereby transfer to the Vendee by way of seek of the property (or house) so chetarted in the schedule hereto.
2. The vendor hereby agrees with Vendee.
 - a. That the sold premises shall be held and enjoyed by the Vendor absolutely as full owner of the property without any interference by an anybody whatsoever.
 - b. That the vendee shall be entitled to receive rents, profits and other incomes in respect of the sold premises without any interruption by anybody.
 - c. That the Vendor shall execute and perform every such act of assurance necessary for more assuring the said premises to the vendee, his heirs legal representatives and assignees etc. at the expense of the person so requiring him to execute a paper.
3. That for the purpose of construction the expression 'Vender' and 'Vende' shall include their legal representatives successor and assignees etc.

In Witnesses

1. XXXXXX
2. XXXXXX

XXXXXX (Vendor)

XXXXXX (Vendee)

SCHEDULE

Tirupati Town, Tirupati Municipality situated at Near Pasuparthi Super Bazaar, Housing bearing No: 31-14-14 an extent of 100 cents.

East : House of Murali Mohan

South : Pasuparthi Super Bazaar

West : House of Balaraj

North : House of Rajeswari

XXXXXX

Vendor

MORTGAGE DEED

FACTS

Mr. Dhanush wanted to take a loan of Rs. 4,00,000 from Mr. Vikram by keeping security of his property to the Vikram as Mortgage and received the loan amount on 15th April, 2014.

DRAFT A MORTGAGE DEED

This deed of mortgage dated this, 15.04.2014 executed by Dhanush, Son-in-law of Nalinikanth, aged 30 years residing at Poesgarden, D.No. 31-23-11, Chennai (herein after called the mortgage) of the one part and infavour of Vikram.

The Mortgagor has borrowed a sum of Rs. 4,00,000 (Rupees four lakhs only). This day from the mortgagor agreeing to repay the same with interest at 24% per annum to the mortgage or his order on demand.

The mortgage hereby offers the house property morefully described in the schedule hereunder as security for the due repayment of the loan.

In the event of the mortgage failing to repay the loan as agreed upon, the mortgage shall be at liberty to bring the schedule mentioned property to same, by filing a suit foreclosing the mortgage and appropriate the same proceeds towards the belt.

SCHEDULE

Chennai City Sub Register, Roya Peta, Gemini Bridge circle H.No. 31-23-11, Poes Garden, East to West 70 feet North to South 60 feet.

Total Extent	:	2,700 square feet
East	:	House of Jayalatha
North	:	Main Road
West	:	Mess
South	:	House of Stalin

Witness

1. XXXX (Surya J)
2. XXXX (Vijaya K)

XXXXXX
Mortgagor

LEASE DEED

FACTS

Akash Kanna intends a lease out a building to Prem Kumar at a monthly rent of Rs. 1000/- for a period on the termination of tenancy.

DRAFT A LEASE DEED

DEED OF LEASE

Made on 18.03.2014 between Akhil, S/o. Nagaraj, aged 50 years a small industrialist residing at 863, Dewan's Bunglow, Chennai (hereinafter called "the lessor's which expression where the content to administers shall mean and include his heirs executors administrators, representatives and assigns) of the first part and Premkumar, S/o. Rajesh aged 38 years now working as the Manager of the Indian Bank (herein after called the lessee) of the other part.

Whereas the lessor had agreed to give by lease the building more fully described in the schedule here under of which the lessor is in absolute ownership and possession and whereas the lessor had agreed to pay a monthly rent Rs. 100/- with an advance of Rs. 5000/- repayable on the termination of the tenancy

The Lessee hereby convents and agrees with the lessor as follows.

1. The lessee shall pay the monthly rent of Rs. 1000/- on before the 5th of every month for which he is entitled to obtain receipt thereof from the landlord.
2. The Lessee shall use the said building for the residential purpose of himself and his family.
3. The Lessee shall not sublet the house or any part of it without the writers permission of the lessor.
4. The lessee shall be responsible for the unkeep of the premises is good and proper order effecting all minor repairs at his cost.

5. The lessee shall not be permit any part of the premises to be used for any purpose other than that of a private dwelling purpose.
6. The lessee shall not cut down any of the trees now or at anytime here after growing on the premises without the previous consent of the lessor.
7. The lessee shall always permit the lessor or agents or servants, defects have been happened or caused by the act or emission on the part of the lessee.

The lessor reserves his rights to renew the lease period further 3 years after the terminations of these lease period provided the lessee keeps the premises in good and substantial order without any default of rent and other covenants.

The lessee shall be in an absolute possession and enjoyment of the premises as a tenant without any interruptions from anybody.

IN WITNESSETH THERE OF

The lessor and lessee having agreed upon the covenant have sent their hands in the presence of the witnesses on the 10th day of May, 2014.

WITNESSESS:-

- | | |
|------------------------|---------------|
| 1. xxxxxx (Gajendran) | XXXX (Lessor) |
| 2. xxxxxx (Amar Reddy) | XXXX (Lessee) |

GIFT DEED

FACTS

Gautam intends to denote all his estate comprising land and buildings to his daughter Anusha in consideration of the natural love and affection he has for her.

DRAFT A GIFT DEED

This deed of Gift made on the 30th day of November: two thousand Twelve (30.11.2012). This deed of Gift executed by Sri Gautam, S/o. Vijaya Murali Krishna, Hindu, aged about 70 years, Rtd District Collector, residing at 13-13-2323 Road, No: 20, Nacharam, Hyderabad (here in after called Donor) includes his heirs executors administrators) on ONE PART in favour of his only daughter by name Anusha, N/o. Akash Adiyas, Hindu aged about 32 years, House wife residing at 31-14-14, Danayya Street, Hyderabad (here in after called as a Donee) of other part.

WHERE as the Donar is a old man, having only one daughter Anusha and no male issues and the done and her husband are looking after him at this old age intend to gift the house No. 13-13-2323 Road No.20, Nacharam, Hyderabad, out of love and affections and others good causes as consideration.

Whereas the donor is the absolute owner of the house bearing D.No. 13-13-2323, Road No.20, Nacharam, Hyderabad at present market value of Rs.7,00,000/- with measurement of total 2,500 per feet i.e. east to west go feet and North to South 60 feet with the boundaries mentioned in the Schedule grants the said building by way of gift to Donee forever and the Donee here in shall enjoy the property with absolute rights as the owner collect rents and pay electric bill, house tax, water tax and other dues to the government here in as absolute owner without any interruption from the donor or any other perform.

IN WITNESSETH THERE OF THE DONOR has set his hand in the presence of witnesses on this the 30th day of November two thousand in 2012 at Hyderabad.

SCHEDULE

Hyderabad District, Hyderabad City, Hyderabad Corporation, Nacharam Road No. 20, D.No. 13-13-2323 with the following boundaries.

East : House of the donor D.No. 13-13-2323
West : House of Branch Manager
West : House of Major Ramalalithan
South : Main Road

With doors, door, frances, electricity, connections with meter, bore well will ½ H.P. Jet Pump. 1 Mango 2 guava, coconut trees etc.

WITNESSES:

- (1) XXXXX (Suresh Rao)
- (2) XXXXX (Nagesh Rao)

XXXXXX

Donor

PROMISSORY NOTE

FACTS

B. Sambasiva Rao obtained a sum of Rs. 20,000/- from Narasimhas with interest at 12% per annum. Draft a promissory note for B. Sambasiva Rao to be executed in favour of Nagarajus.

DRAFT A PROMISSORY NOTE

On DEMAND. B. Sambasiva Rao, S/o. Ram Kumar, aged about 40 years cultivation residing at Srinivasapuram, Tirupati, Chittoor District promise to pay sum of Rs. 20,000/- (Rupees twenty thousand only) with an interested at the rate of 12% P.A. from 29-11-2010 either to Narasimhulu, S/o. Kondaiah, residing at Padmavathipuram, Tirupati, Chittoor District or by his order.

WITNESSES

1. XXXXXX
2. XXXXXX

Revenue Stamp

XXXXXXX
XXXXXXX

PROMISSORY NOTE

DRAFTS A PROMISSORY NOTE

Sudhakar, S/o. Boopesh, aged about 40 years, Business, residing at Chandragiri Village, Tirupati Rural Mandal, Chittoor District on 29.11.2013 have borrowed Rs. 30,000/- (Thirty thousand only) in cash for any family and personal necessities from Krishna, S/o. Dhatta Rao, residing at Chandragiri Village, Tirupati Rural Mandal, Chittoor district agreed there upon to pay Principal with interest 14% p.a. from 29.11.2013.

On Demand either to him or by order

WITNESSES

1. XXXXXX
2. XXXXXX

Revenue Stamp

XXXXXXX
XXXXXXX

POWER OF ATTORNEY

FACTS

D. Venkatesh, residing at 30/7, Besant Road, Chennai has an estate at Krishnagiri District State of Tamil Nadu. He is also a business man dealing in crokeries and principal place of business at Coimbatore. He has no time to manage his estate. He appoints Srinath a retired military officer, residing of Chennai as the Manager of his estate and desires to appoint him as his agent and general power of Attorney holder.

PREPARE A GENERAL POWER OF ATTORNEY

This general power of Attorney executed by Sri Venkatesh, S/o. Raghunadha Rao, Hindu, aged about 45 years, business dealing with Crokeries (called as executor) at Coimbatore residing at 30/7 Besant Road, Chennai, Tamil Nadu (herein called as executor) of the part. In favour of Srinath, S/o. Hanuman, Hindu, aged about 35 years retired military officer, residing at Chennai (herein after known as power of attorney) of second part.

Whereas the executor has crokeries business at Warangal found it difficulty to manage his tea estate at Krishnagiri District could not develop the estate through of appointing an agent on his behalf to look after and manage it at Chennai hereby appoints the general power of attorney holder as his agent with following covenants.

1. That here in after the power of Attorney holder as his agent with shall take full charge of his estate and manage as he like on behalf of the executor.
2. That he shall have all powers to enter into contract with parties, export the products of the estate, lease any part to third party or lease any other estate for the benefit of the executor.

3. Shall have power to deposit, withdraw any amount from the bank towards the salary of the employees to meet expenditure of maintenance of estate etc.
4. That he shall execute any sale deed in favour of the seller on behalf of the executor, to purchase any estate for the executor and sign on such papers and another paper necessary to carry on business.
5. That he shall sign and file any document before any authority to file any suit in civil court on behalf of the executor, to depend, withdraw and present any document before civil and criminal courts, engage an advocate sign on Venkatesh.
6. He shall not mortgage or sell the property without the prior permission from the executor.
7. He shall maintain accounts in a proper manner and produce them before the executor on every six months once.
8. He shall not do any illegal act or carryout any illegal business under the name of the executor.

The executor hereby ratifies all the legal acts of the general power of attorney as if the such acts have been done by the executor himself.

This general power of Attorney shall come into force from 13.07.2010 and shall be inforce until the executor cancels, dies or the holder relinquishes his responsibility orders.

IN WITNESSETH THERE OF

The executor has put his hand in the presence of the witness on 18th July, 2010.

WITNESSESS:

- | | |
|------------------------------|----------|
| 1. XXXXXXXX (Viswanath) | XXXXXX |
| 2. XXXXXXXX (Soorya Prakash) | Executor |

WILL

FACTS

Draft a will of an Indian Christian widow, who wants to bequeath her immerable property to a charitable Hospital.

WILL made on 20th October 2013 by Somasundaram, S/o. Bhoje Gouda aged 80 years, residing at D.No. 24/42 at K.R. Layout, J.P. Nagar, Karnataka (herein after called the Testator) which expression where the context so admits shall mean and include the his heirs executors and administrators of the one part to and in favour of the 'Subash Rao' Educational and Charitable property or society K.R. Layout, J.P. Nagar, Karnataka, a society registered under the societies Registration Act (herein after called the 'Legate') of the other part.

I appoint (1) my wife Rupa (2) my brother Mohan Raj (3) My Cousin Vetrivel to be executors and trustees of this my will for 'brevity's sake I am referring to them here in as "My Trustees".

I declare that, shares, securities, Bank account fixed deposits, and other menies which shall stand at the date of my death in the joint names of myself and my wife Rupa, my name standing first in respect there of belong to me absolutely and shall form part of my estates on my death, the name of my wife Rupa having been added there to for the sake of facility only. However all shares, securities, Bank accounts fixed deposits and other moneys which shall stand at the date of my wife's name standing first in respect there of are and shall be her own property any my estate shall have no interest therein, my name having, been added there to only for the sake of convenience.

I direct my trustees to spend a sum not exceeding Rs. 4000/- for my funeral and obsequial ceremonies. No account shall be demanded from any trustees in respect to such expresses made by them.

I direct my trustees to recover all my assets and outstanding to pay out of my estate all my debts.

Testamentary and other expenses payable in respect of my death.

I gave devise and bequeath all my property, both movable as well as immovable of what so ever nature and kind and where so ever situate (here in after called my residuary estate) into my wife Rupa absolutely.

In case of my wife shall pre-decease me or shall dies simultaneously with me or within a period of 6 months from the date of my death the and in such case, not-withstanding anything contained in the post preceding clause of this my will, no part residuary estate shall rest in or otherwise belong to my Rupa and shall have no interest in such property or the income thereof nor be entitled to the beneficial interest thereof and in such case my residuing estate shall go and belong as from the date of my death to my children (1) Lakshmi (2) Chandrasekhar Gouda as tenants in common in equal shares absolutely.

IN WITNESSES WHERE OF

I said Somasundaram have here into set and subscribed my hand at Karnataka this 20.10.2013.

WITNESSES

1. Vikram XXXXXX
2. Rajkumar XXXXXX
3. Hariharan XXXXXX