**SUIT FOR EVICTION ON GROUND OF FORFEITURE OF TENANCY DUE TO BREACH OF COVENANT**

IN THE COURT OF THE....................

Suit No..................... of 19....................

C. D.................................................................... Plaintiff

*versus*

C. F................................................................. Defendant

The abovenamed plaintiff most respectfully submits as under: —

1. That the plaintiff let out House No..................... situate at.................... in *Mohalla*.................... town.................... to the defendant on.................... 19.................... at a monthly rent of Rs..................... through a deed of lease dated .................... 19....................

2. That in the said deed of lease it was covenanted that the defendant would pay rent regularly by 10th of every month of the British Calendar and if he fails to pay any three months successively or if he sublets any portion of the said house to any body or if he uses the house or any portion thereof for commercial or industrial purpose, or makes any alteration in the house construction, the tenancy would automatically be deemed to have been terminated, and the defendant would be liable to eviction with damages and mesne profits for which he would be found liable.

3. That the defendant failed to pay the rent of the last five months beginning from.................... 19.................... to.................... amounting to Rs..................... and the tenancy is automatically terminated and the defendant is liable to eviction and for arrears of rent and mesne profits. However a notice terminating his tenancy was served upon him on.................... 19.................... as required by statute.

4. That the cause of action arose on.................... 19.................... when the tenant failed to pay the rent of continuous three months from.................... 19.................... to.................... 19.................... and this Court has jurisdiction to try the suit.

5. The suit is valued at Rs..................... the twelve months total rent of the house for the purpose of valuation and Rs..................... for purpose of payment of court fee, and Rs..................... in court fee labels are paid according to the reliefs claimed.

RELIEFS CLAIMED:

The Plaintiff claims the following reliefs:

(1) the defendant be evicted from the house aforesaid, and possession be delivered to the plaintiff;

(2) payment of Rs..................... as the amount of the rent due for five months and mesne profits *pendents lite.*

Plaintiff

Through Advocate

**VERIFICATION**

I, abovenamed plaintiff, do hereby verify that the contents of paras .................... to.................... of the plaint are true to my personal knowledge and those of paras.................... and.................... thereof are based on legal advice which I believe to be true.

Verified on this................. day of.................... 19.................... at....................

Plaintiff