

W, agreed upon. 4.  
that the plaintiff has



**ASSIGN  
BUSTER**

W, son of Z, caste Agarwala, resident of..... Civil Lines,

Allahabad..... Defendant. The plaintiff begs to state as follows:— 1. That on the 1st of January, 1949, the plaintiff and the defendant mutually agreed that the former should serve as the General Manager of the latter's factory for a period of five years on a monthly salary of Rs. 500. 2.

That in pursuance of the above agreement the plaintiff entered upon the service of the defendant on the same date, viz., the 1st of January, 1949. 3. That the defendant wrongfully discharged the plaintiff on the 1st of January, 1951, and refused to permit him to serve for the full term of five years as agreed upon. 4. That the plaintiff has ever been and is willing to continue in such service for the remainder of the staid period of five years in accordance with the agreement. 5. That the plaintiff has suffered a loss of Rs.

18, 000 on account of damages due to his wrongful dismissal before the stipulated time, as per detail given below: Particulars of damages: Pay for 36 months, the unexpired portion of Service..... Rs. 18, 000. 6. That the cause of action for the suit arose within the jurisdiction of this court at Allahabad on the 1st of January, 1951, when the defendant wrongfully discharged the plaintiff from his service.

7. That the valuation of the suit for the purposes of court fees and jurisdiction is Rs. 18, 000 and the court is competent to try the same. Relief: The plaintiff, therefore, prays that the defendant be directed to pay Rs. 18, 000 on account of damages for wrongful dismissal. Sd.

A. (Plaintiff) Verification: I, A, do verify that the facts stated in paragraphs 1 to 5 of the above plaint are true to my personal knowledge and the contents

of paragraphs 6 and 7 are believed by me on information received to be correct. I append my signature to this verification at Allahabad on the 10th January. 1951.

Sd. A. (Plaintiff). Sd. A. B.

Kapoor Advocate. (Students may note that the suit could not be filed in the Munsifs court as that court had jurisdiction in Uttar Pradesh to try suits in which the value of the subject-matter did not exceed Rs. 5000, which is now Rs.

10, 000. Both the Civil judge and the District Judge have unlimited pecuniary jurisdiction, but In accordance with Section 15 of the Code every suit has to be instituted in the court of the lowest grade competent to try it and hence the suit was filed in the Civil Judge's Court).