

**BEFORE THE COURT OF CIVIL JUDGE NO.1, KAMRUP**  
**(METROPOLITAN) AT GUWAHATI**

**T. S. CASE NO. \_\_\_\_\_/2018**

1. [PLAINTIFF NAME/FIRM], A proprietorship firm, having its registered office at [Address], Represented by its proprietor [PROPRIETOR NAME], Wife of [Name], Resident of [Address].

2. [PROPRIETOR NAME], Wife of [Name], Resident of [Address].

**.....Plaintiffs**

**-VERSUS-**

[DEFENDANT NAME/COMPANY], A Company incorporated under the Companies Act, 1956, Having its registered office at [Address], Represented by its Director.

**.....Defendant**

**WRITTEN STATEMENT FILED ON  
BEHALF OF THE DEFENDANT.**

**THE DEFENDANT ABOVE-NAMED MOST RESPECTFULLY  
SHEWETH:**

**PRELIMINARY OBJECTIONS:**

1. That the suit is not maintainable in its present form and is liable to be dismissed for want of a valid cause of action.
2. That the Plaintiffs have suppressed material facts regarding their persistent non-compliance with the Company's operational policies and the resultant loss of brand goodwill.
3. That the relief of permanent injunction is barred under the Specific Relief Act, as the contract in question is determinable in nature.

**PARA-WISE REPLY:**

1. **With reference to Paragraphs 1 to 4:** The contents regarding the identity of the parties and the existence of the Distributor Agreement dated 01/04/2016 are matters of record.
2. **With reference to Paragraphs 5 and 6:** The Defendant admits the existence of Clause 11 and Clause 24. However, it is specifically denied that termination can only occur via a one-month notice. Under Clause 11.1(iii), the Defendant reserves the "sole right to terminate this agreement forthwith" in events of breach, misconduct, or acts resulting in loss of goodwill.
3. **With reference to Paragraphs 7 to 14:** It is submitted that the emails dated 24/10/2018 and 25/10/2018 were formal intimations of serious market grievances. The Plaintiff's unilateral decision to stop billing and supplying products to dealers led to massive "stockouts" in the Dibrugarh territory, directly violating the Defendant's 100% stock-compliance policy. Such actions constitute "misconduct" and "acts lacking in good faith" under Clause 11.1(iii)(f).
4. **With reference to Paragraphs 15 to 21:** The Defendant denies that the termination was arbitrary. While the

Plaintiff may have met numerical sales targets, "performance" encompasses market harmony and dealer relations. By alienating the entire dealer network of Dibrugarh, the Plaintiff rendered their continuance as a distributor detrimental to the brand's reputation.

5. **With reference to Paragraphs 22 to 31:** The Defendant is not liable for the Plaintiff's internal financial arrangements or loans under the "Stand Up India Scheme". A commercial contract cannot be forced upon a party when the relationship has irretrievably broken down due to the distributor's failure to manage local credit risks without disrupting the principal's supply chain.
6. **With reference to Paragraphs 32 to 34:** The Plaintiff is not entitled to any of the reliefs claimed. The Agreement was terminated following due process regarding the Plaintiff's failure to cure operational defaults.

**It is therefore prayed that this Hon'ble Court may be pleased to:**

1. Dismiss the suit with exemplary costs.
2. Vacate any interim orders passed in favour of the Plaintiffs.
3. Grant any other relief as deemed fit in the interest of justice.
4. And/or pass such further or other order(s) as your Honour may deem fit and proper.

And for this act of kindness, the defendants as in duty bound shall ever pray.

**V E R I F I C A T I O N**

I, \_\_\_\_\_, daughter of \_\_\_\_\_, aged about \_\_\_ years, resident of \_\_\_\_\_, Assam, do hereby verify that the statements made in the written statement are true to the best of my knowledge and information and in verification whereof I put my signature on this \_\_\_ day of \_\_\_\_\_, 2019 at Guwahati.

Signature

**A F F I D A V I T**

I, \_\_\_\_\_, daughter of \_\_\_\_\_, aged about \_\_\_\_\_ years, resident of \_\_\_\_\_, Assam, do hereby solemnly affirm and say as follows:

1. That, I am the defendant No.6 in the instant title suit and am fully acquainted with the facts and circumstances of the case.

2. That the statements made in this affidavit and those made in the accompanying written statement at paragraphs \_\_\_\_\_ are true to my knowledge, those made in paragraphs \_\_\_\_\_ are true to my information derived from the records which I believe to be true and the rest are my humble submissions before this Hon'ble Court.

### **OATH**

"I swear that this my declaration is true that it conceals nothing and that no part of it is false, so help me God."

And I sign this affidavit on this ..... day of \_\_\_\_\_, 2019 at Guwahati.

Identified by

Advocate

D E P O N E N T