

\$~15 & 16

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CS(COMM) 402/2017 & IAs No.6845/2017 (u/O XXXIX R-1&2 CPC) & 6846/2017 (for exemption from filing original documents)

DELHI IRON & STEEL CO. (P) LTD. Plaintiff

Through: Mr. Rohit K. Aggarwal and Mr. Ajay Baury, Advs.

Versus

PARSVNATH DEVELOPERS LTD. & ORS Defendants

Through: None.

AND

CS(COMM) 406/2017 & IAs No.6864/2017 (u/O XXXIX R-1&2 CPC) & 6865/2017 (for exemption from filing original documents)

AMRIT STEELS (P) LTD. Plaintiff

Through: Mr. Rohit K. Aggarwal and Mr. Ajay Baury, Advs.

Versus

PARSVNATH DEVELOPERS LTD. & ORS Defendants

Through: None.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

%

30.05.2017

1. The plaintiff in both the suits has *inter alia* sued for specific performance of agreements of sale of certain flats in the project known as 'EXOTICA' of the defendant No.1 at Gurgaon, Haryana.

2. Supreme Court as far back as in *Harshad Chiman Lal Modi Vs. DLF Universal Ltd.* (2005) 7 SCC 791 has held that the suit for specific performance of an agreement of sale of immovable property situated outside Delhi cannot be entertained in Delhi. This Court has thereafter consistently

followed the said view. Reference if any required can be made to *Pantaloon Retail India Ltd. Vs. DLF Limited* (2008) 155 DLT 642 (DB) and *Vipul Infrastructure Developers Ltd. Vs. Rohit Kochhar* 2008 (102) DRJ 178 (DB).

3. The institution of these suits in this Court is misconceived.

4. Upon the same being pointed out to the counsel for the plaintiff, he states that the plaint be returned for presentation in the Court of appropriate jurisdiction.

5. Accordingly, the suits are disposed of by directing the return of plaints to the plaintiff.

RAJIV SAHAI ENDLAW, J.

MAY 30, 2017

bs