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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.834 OF 2016

IN

SUIT NO.1063 OF 2015

Ramdoot Constructions

...Plaintiff

vs

Manohar Vasant Pandit And 4 Ors.

...Defendants.

.....

Mr. Ankit Lohia, a/w. Mr. Sanjay Kadam, Ms. Apeksha Sharma and Mr. Sanjeel Kadam, i/b. Kadam & Company, for the Applicant/Plaintiff.

Mr. Menino F. Dias, i/b. Legaleye Venture, for Defendant Nos. 1 to 4A.

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CORAM : S.C. GUPTE, J.

DATED : 15 OCTOBER 2018

P.C. :

. It is agreed between learned Counsel for the Plaintiff and Defendant Nos.1 to 4 that the ad-interim statement made by Defendant Nos. 1 to 4 on 18 November 2015, and which was accepted by this Court, may be continued as an interim statement operating during the pendency of the suit. After the ad-interim order passed on 18 November 2015, Defendant No.5, against whom an ad-interim injunction was granted by this Court, has not filed any reply to the notice of motion. In the premises, the order of 18 November 2015 is confirmed as an order, pending the hearing and final disposal of the suit and the notice of motion is disposed of accordingly. At the request of the parties, hearing of the suit is expedited.

2. The parties are heard on framing of issues and the following issues are framed in the suit :

- (i) Whether the Plaintiff proves that there is a valid and subsisting contract between the parties in terms of the development agreement dated 21 October 2011, Exhibit 'B' to the plaint, and power of attorneys dated 21 October 2011 and 5 May 2012, Exhibits 'C' and 'C-1' to the plaint?
- (ii) Does the Plaintiff proves that it was and has been ready and willing to perform its part of the contract referred to above?
- (iii) Do the Defendants prove that the development agreement dated 21 October 2011 and power of attorney dated 21 October 2011 are validly terminated due to non-compliance of the terms and conditions thereof on the part of the Plaintiff?
- (iv) Is the Plaintiff entitled to specific performance of the contract referred to above?
- (v) Alternately, and if the above issue is answered in the negative, is the Plaintiff entitled to receive the amount claimed in Particulars of Claim, being Exhibit 'Y' to the plaint, with interest at the rate of 18% per annum from the filing of the suit till payment or realization?
- (vi) If the above issue is answered in the affirmative, is the Plaintiff entitled to a charge on the right, title and interest of the Defendants until due payment is made to the Plaintiff in accordance with its entitlement referred to above?

(vii) What order and costs?

3. The parties may file their respective affidavits of documents and compilations and complete inspection of documents within a period of four weeks from today.

4. Place the suit for directions on 19 November 2018.

(S.C. GUPTE, J.)