

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**NOTICE OF MOTION NO.7 OF 2017
IN
COMMERCIAL SUIT NO.6 OF 2017**

Tree House Education Accessories Ltd. & Ors.)....Applicants/plaintiffs
V/s.

Hamlet Media Network Limited & Ors.)....Defendants

Mr.Karl Tamboly a/w Ms.Swapna Roopawate and Ms.Deepa Bisht i/by
Tushar A.Goradia for plaintiffs.

Mr.A.P.Singh i/by M/s.S.K.Srivastav and Co. for defendant nos.2, 3, 5
to 12.

Mr.Rakesh Gupta I/by S.B.Legal/Subhash G.Bane for defendant no.14.

CORAM : K.R.SHRIRAM,J

DATE : 21.11.2018

P.C.:-

NOTICE OF MOTION NO.7 OF 2017

1. Mr.Tamboly for applicants/plaintiffs states that if the need arise, plaintiffs will apply to the court later for appropriate orders regarding Ahmedabad property.

2. Counsel states that the ad-interim order passed on 21.12.2016 in the Notice of Motion, be continued until the disposal of the suit. Defendants present have no objections. Therefore, the said order dated 21.12.2016 is confirmed as order in the Notice of Motion.

Notice of Motion accordingly, disposed.

3. Mr.Tamboly for plaintiffs on instructions states that all defendants have been served and except defendant nos.4 & 13, all others have filed written statements.

4. The suit as against defendant nos.4 & 13 be transferred to the list of undefended suits.

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1. As regards all defendants except defendant no.4 and defendant no.13, following issues are framed :-

ISSUES

- 1. Whether defendant no.1 proves that the suit is liable to be stayed and the dispute be referred to arbitration under Section 8 of the Arbitration & Conciliation Act 1996 ?*
- 2. Whether defendant nos.1, 2, 3 & 5 to 12 prove that plaintiffs have no cause of action against those defendants ?*
- 3. Whether defendant nos.1, 2, 3 & 5 to 12 prove that the suit is bad for mis-joinder of parties and causes of action ?*
- 4. Whether defendant no.14 proves that defendant no.14 is neither a necessary nor a proper party to the suit ?*
- 5. Whether plaintiffs prove that the pledged agreement and the 35 cheques as referred to in the plaint were obtained by*

defendants under threat and coercion and the agreement and the cheques ought to be cancelled and declared as null and void ?

6. Whether plaintiffs prove that defendants have played a fraud upon plaintiffs and have used threats and coercion on plaintiff nos.2 & 3 and have got various documents signed ?

7. Whether plaintiffs prove that the sale deed of the Ahmadabad being land bearing Block no.69, Final Plot no.104, Village-Lilapur, Tal-Dascroi, Ahmadabad, Gujarat was obtained by defendants under threat and coercion and plaintiffs are entitled to return of the sale deed ?

8. Whether plaintiffs prove that plaintiffs are entitled to return of the suit shares which according to plaintiffs were taken away by defendants under threat and coercion ?

9. What decree ? What order ?

2. By 30.11.2018 parties shall file their respective affidavit of documents and serve copy thereof on the other side. Inspection to be given by 5.12.2018. Exchange statement of admission and denial with reasons for denial by 8.12.2018. By 15.12.2018 plaintiffs shall file their list of witnesses with affidavit in lieu of examination-in-chief of

the 1st witness and compilation of documents and serve copy thereof upon defendants.

3 It is made clear that if affidavits of documents are not filed and inspection given, parties will not be permitted to rely upon any documents, copies whereof are not annexed to the plaint and/or written statement or mentioned in the list of documents annexed to the plaint or written statement. Parties will, however, be able to confront the other party's witness with any document. If statements of admission and denial are not given within the time prescribed, parties shall be deemed to have admitted existence of all the documents relied upon by the other side.

4. Stand over to 19.12.2018 for marking of documents/recording of evidence at which time plaintiffs' 1st witness shall remain present in court.

(K.R.SHRIRAM,J)