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

**NOTICE OF MOTION NO. 13 OF 2015
IN
SUIT NO. 966 OF 2014**

D. Sundararajan	...Applicant
In the matter between	
D. Sundararajan	...Plaintiff
Versus	
Spice Energy Pvt.Ltd. & Ors.	...Defendants

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Mr. S.J. Mishra, a/w P.D.Tiwari i/b SRS Legal, for the Applicant/
Plaintiff.
Mr. Nimay Dave a/w Lalan Gupta & Mrs Soumya Prakash i/b M/s.
Dhruve Liladhar & Co., for the Defendant No. 1, 2 and 3.

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**CORAM: B.P.COLABAWALLA, J
DATED: 23rd JANUARY, 2019**

P.C. :

This Notice of Motion was filed *inter alia* seeking a direction against the Defendants to pay to the Applicant / Plaintiff a sum of Rs.4,60,00,000/- and also restraining the Defendants from selling and disposing of the Power Project at Cuddalore or any part thereof. When this Notice of Motion was moved for ad-interim reliefs the same was rejected by this Court vide its order dated 30th April, 2015. This order reads thus:-

- “1. The Suit is for the recovery of money claim of Rs.8,53,66,575/-. The Plaintiff claims that he was entitled to this amount by way of salary, leave salary, notice pay, gratuity, vehicle hire charges and 2% commission as per the tabulation set out at page 64, which is an annexure to the Plaintiff’s Advocates’ letter dated 20th February 2014.
2. It is apparent that there was indeed some correspondence between the Plaintiff and Defendants No. 4 and 5 prior to the filing of the Suit. Today the Plaintiff claims that these Defendants have on behalf of the Defendant No. 1 admitted the 1st Defendant’s liability to the Plaintiff vide an email dated 19th November 2013(Exh.G at page 46 to the Plaintiff).
3. In the first place this was part of a conditional without prejudice one time settlement offer. I do not think it can be construed as an admission for the purposes of an partial decree on admission at this stage. Secondly, the 1st Defendant’s Advocates have by their letter dated 22nd March 2014 (Exh.N to the Plaintiff) specifically controverted this contention. Not only have they stated that this was a mere proposal, but they have also questioned the authority of Defendants No. 4 and 5 to represent and bind Defendant No.1.
4. For all these reasons, no ad-interim reliefs. Affidavit in Reply to be filed and served on or before 19th June 2015. Affidavit in Rejoinder to be filed and served on or before 26th June 2015. List the Motion for hearing and final disposal on 3rd July 2015.
5. Learned Advocate for the Plaintiff agrees not to make Application before the learned Vacation Judge.”

2 Today, when this Motion has come up for hearing and final disposal, I am informed by both the parties that the issues need to be framed.

3 Considering that the suit is at such an advanced stage, learned advocate appearing on behalf of the Plaintiff has fairly stated that he is not pressing this Motion especially considering the ad-interim order passed by this Court on 30th April, 2015.

4 This being the case, the Notice of Motion is disposed of as

not pressed. No order as to costs.

5 Place the suit on board for framing of issues on 29th
January, 2019.

(B.P.COLABAWALLA, J.)