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

+ I.P.A. 1/2020

SHASHI BHUSAN KUMAR YADAV

..... Petitioner

Through: Mr. Rakesh Chander Agrawal, Mr.
Amar Nath & Mr. Sandeep Dhanuka,
Advs.

Versus

RAKESH CINE MEDIA PVT. LTD. & ORS.

..... Respondents

Through: None.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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17.01.2020

IA Nos.588-89/2020 (both for exemptions)

1. Allowed, subject to just exceptions.

2. The applications are disposed of.

I.P.A. 1/2020, IA No.587/2020 (under Order XXXIX Rules 1 and 2 CPC)
and IA No.590/2020 (under Order XI Rules 1 and 2 read with Sections
141 and 151 CPC)

3. The plaintiff has instituted this suit, as an indigent person, along with an application under Order XXXIII Rule 1 of the CPC, against (i) Rakesh Cine Media Pvt. Ltd., (ii) Rakesh Kumar, (iii) Kaminee Kumari, (iv) YouTube and (v) Google India Pvt. Ltd., with the relief no.(a) sought, as under:

“a. To pass a decree of declaration in favour of the plaintiff and against the defendant their servants, agents, dealers, replicators, to declare an agreement-cum-assignment deed 13th December, 2017 notarized on 19th March 2018 between Plaintiff and defendants;”

4. It is *inter alia* the case of the plaintiff that he had entered into the Agreement dated 13th December, 2017 with the defendant no.1, of which the defendants no.2 and 3 are Directors, for the plaintiff, a Bhojpuri singer, to

sing songs in Bhojpuri language and for the defendant no.1 to market the same, including by uploading on the platforms of defendants no.4 and 5 and for sharing of the revenues.

5. However the claim in the plaint to the aforesaid effect is found to be contrary to the Agreement dated 13th December, 2017 between the parties.

6. Moreover, the plaintiff in relief paragraph (a) has sought declaration of existence of the Agreement and which does not appear to be denied by the defendants no.1 to 3 also in the pre-suit correspondence. The plaintiff has neither sought declaration as void of the Agreement nor any ground for declaration as void of the Agreement has been pleaded, inspite of the plaint running into 67 pages.

7. This is a classic plaint, to demonstrate that unnecessary verbosity in pleadings, leads to essential facts required to be pleaded remaining to be pleaded.

8. Though opportunity has been given to the counsel for the plaintiff to show that the relief of declaration as void of the Agreement has been claimed or to show the grounds pleaded for declaration of the same as void, but the counsel for the plaintiff fairly admits that there is no such plea. He pleads a mistake.

9. Thus, for the reliefs claimed, no cause of action has been pleaded and at least the first relief claimed, in the correspondence preceding the filing of this suit, does not claim to be controverted by the defendants no.1 to 3. Though a number of other reliefs are also claimed in the plaint but the same would be contrary to the Agreement, validity whereof is not challenged in the plaint.

10. In view of the aforesaid, need to enquire into the indigency claimed by the petitioner does not arise.

Rejected.

RAJIV SAHAI ENDLAW, J

JANUARY 17, 2020/‘gsr’..

I.P.A. 1/2020

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