

CS NO. 15291/08
RAKESH V. BHOLE

23.03.2019

Present: Sh. Vivek Sharma, Ld. Counsel for plaintiff with
plaintiff in person.

Sh. R.B. Singh, Ld. Counsel for defendant no. 1, 3 to 8,
11, 15, 16, 22 and 23.

Ms. Jyoti, Ld. Proxy counsel for defendant no. 12.

Sh. Deepak Khosla, Ld. Counsel for defendant no. 25.

Defendant no. 12 has not paid cost of Rs. 3,000/- and
Rs.5,000/- imposed vide order dated 18.01.2019 and
13.11.2018 respectively.

Ld. Counsel for plaintiff has submitted that vide order
dated 13.11.2018 the right to file WS of the defendants were
closed.

Ld. Counsel for defendant no. 25 submits that he adopts
the WS already filed by him in respect of original plaint and Ld.
Counsel Sh. R.B. Singh also adopt the same WS already filed
in respect of said defendants for whom he is appearing.

Heard.

In view of such adoption of previous WS the same still
forms part of record and hence such adoption is permitted to
the defendants of the WS already available on record.

Contd/-...

It is submitted by the Id. Counsel for plaintiff that defendants were proceeded ex-parte on 13.09.2010. Hence the proceeding occurred in between are not available to the defendants who are ex-parte. They are ex-parte for proceeding in between and continued at the stage on which the matter is listed for. Hence the above defendants are permitted to continue with the proceedings.

On the pleadings of the parties and averments made following issues are framed in the suit:

- 1. Whether suit of the plaintiff is barred by limitation? OPD-25, 1, 3 to 7, 10 and 11*

- 2. Whether the suit of the plaintiff is bad due to improper valuation and filing of incorrect Court fees? OPD-25*

- 3. Whether there is absence of privity of contract between defendant no. 25 and plaintiff? OPD-25*

- 4. Whether the suit is bad in view of acquisition of land bearing Khasra No. 4098/1678 measuring 63-01 under Land Acquisition Act, 1894 against the defendant no. 25? OPD-25*

5. *Whether vide compromise dated 01.09.1997 between defendant no. 25 and plaintiff, the plaintiff has given up his right in respect of Khasra No. 4098/1678 measuring 63-01 in favour of defendant no. 25 and law of Estoppel applies? OPD-25*

6. *Whether the plaintiff is entitled to specific performance of agreement to sell dated 03.08.1988 against the defendants and their LRs in respect of Khasra Nos. 4066/2319/1601 (2-13), 2522/1657 (3-14) and 4098/1678 (63-1) total area measuring 69 bighas and 8 biswas situated at Village Tuglakabad, Tehsil Mehrauli, Delhi-State, Delhi? OPP*

7. *Whether the plaintiff is entitled to mandatory injunction against the defendants and their LRs to comply and obtain permission/clearance for sale of the suit property recorded under issue no. 6 above to execute further deed of sale in favour of the plaintiff? OPP*

8. *Whether the plaintiff is entitled to in the alternative a sum of Rs.1,03,16,062/- by way of*

Contd/-...4

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*compensation against defendant no. 25/Sh. Veer Singh the equivalent amount of compensation as received vide acquisition under Land Acquisition Act, 1894 of said Khasra No. 4098/1678 (63-01)?
OPP*

9. Whether the plaintiff is entitled to cancellation of sale deed executed by defendant no. 1 to 11 in favour of defendant no. 25/Sh. Veer Singh in view of finding under issue no. 6 above? OPP

10. Relief.

No other issue arises or is pressed for.

Let the list of witnesses be filed by both the parties within 15 days with advance copy to each other. Let plaintiff to file all evidence by way of affidavit atleast 15 days before the next date of hearing with advance copy to the other party. Put up for entire PE on **27.04.2019**.

**(JOGINDER P. NAHAR)
ADJ-04/CENTRAL/THC
DELHI/23.03.2019**