

27.03.2026

Present: Sh. Neeraj Kumar Shah, counsel for the plaintiff
alongwith plaintiff.
Sh. Kishore Kumar, Ld counsel for the defendant along
with Defendant in person.

Affidavit of admission/denial of documents has been
filed on behalf of the defendant.

In the affidavit, the defendant has admitted agreement
to sell dated 10.12.2023 and legal notice dated 18.05.2025.

Ld counsel for the plaintiff submits that the date of
legal notice is 18.05.2024 and the defendant has wrongly mentioned
the year of legal notice as 2025 instead of 2024.

Ld counsel for the defendant submits that
inadvertently, in the affidavit, the year of legal notice is mentioned
as 2025 instead of 2024. He requests the court to consider the year
of admitted legal notice as 18.05.2024. Endorsement of the
defendant has been obtained on the copy of legal notice regarding
admitting the said document.

Admission/denial of documents has been completed.

Pleadings have also been completed.

Ld counsels for the parties request the court to frame
issues.

From the pleadings of the parties, following issues have
been framed:

ISSUES

1. *Whether the plaintiff is entitled for a decree of specific performance of agreement to sell dated 10.12.2023, thereby directing the defendant to perform his part of agreement to sell by executing conveyance deed/title documents of property ad measuring 36.54 sq. meter bearing no. DDA Janta Flats, 666A, Pkt-1, Paschim Vihar, New Delhi, comprising of still parking, ground floor, first floor, second floor and third floor with terrace rights, in favour of the plaintiff by receiving the balance sale consideration amount? OPP.*
2. *Whether the plaintiff is or was always willing and ready to perform his part of agreement to sell dated 10.12.2023? OPP.*
3. *In the alternative, whether the plaintiff is entitled for a decree of Rs.1 lac per month as damages against the defendant on account of non-compliance of agreement to sell dated 10.12.2023, including recovery of double of advance payment/earnest money paid by the plaintiff to the defendant i.e. Rs. 40 lacs along with interest @ 24 % per annum from the date of filing of suit till its realization? OPP.*
4. *Whether the plaintiff has no locus standi to file the present suit as the plaintiff has no right and claim whatsoever in the suit property? OPD.*

5. *Whether the plaintiff has concealed the material facts from the court and due to which, the suit of the plaintiff is liable to be dismissed ? OPD.*

6. *Whether the defendant is entitled to forfeit the earnest money of the plaintiff as the plaintiff has failed to perform the terms and conditions stipulated in the agreement to sell by making default in the payment of balance sale consideration amount, as per schedule given in the agreement to sell dated 10.12.2023 and due to which, the above-said agreement was deemed cancelled? OPD.*

7. *Whether the plaintiff has no affixed adequate court fee and due to which the suit of the plaintiff is liable to be rejected? OPD.*

8. *Relief.*

No other issue arise or pressed for.

Put up on **14.08.2026 for P.E.**

Parties are directed to file list of witnesses within 15 days from today. Ld counsel for the plaintiff is directed to supply advance copy of affidavit of witnesses to be examined on the NDOH, to Ld counsel for defendant, at least 10 days prior to the next date of hearing.

(SHIV KUMAR)
DJ-02 (W)THC:Delhi
27.03.2026