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

\+ CS(OS) 83/2025

PEUSH JAIN .....Plaintiff

Through: Mr. Anirudh Bhatia, Mr. Rohan Talwar, Advs.

versus

COLLIERS INTERNATIONAL INDIA PROPERTY SERVICES PVT. LTD. & ORS. .....Defendants

Through:

CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL

O R D E R

% **12.02.2025**

I.A. 3632/2025 *(under Order XXXIX Rule 1 & 2 CPC)* & **I.A. 3633/2025** *(under Order XI Rule 2 & 14 CPC)*

1. On the plaintiff taking steps through all permissible modes, notice of these applications be issued to defendants through all permissible modes, including e-mail.

I.A. 3634/2025 *(for exemption)*

1. Exemption is granted, subject to all just exceptions.
2. Applicant shall file legible, clear, and original copies of the documents on which the applicant may seek to place reliance before the next date of hearing, whichever is earlier.
3. Accordingly, the present application is disposed of.

I.A. 3635/2025 *(under Section 63 BSA, 2023)*

1. Subject to undertaking of the counsel for plaintiff that the *Hash Value Certificate* in terms of Section 63 of the Bharatiya Sakshya Adhiniyam,

shall be filed within the next four weeks.

2. Application is allowed and disposed of accordingly.

CS(OS) 83/2025

1. This suit has been filed seeking recovery of contractual outstanding dues per the Appointment Letter dated 01st August 2022; the relief per the plaint are set out below:

(A) Pass an order directing Defendant No. 1 to render its accounts before this Hon'ble Court and to allow inspection of their accounts, and to assist in ascertaining the amount of revenue, net revenue, EBITDA, depreciation, EBITA and profits earned by Defendant No. 1 during the Plaintiff's employment, as well as the department-wise split of the revenue, net revenue, EBITDA, depreciation, EBITA and profits earned by Defendant No. 1 during the Plaintiff's employment from 14.07.2022 till 17.03.2024, and allow the Plaintiff to amend its prayers/claims accordingly;

(B) Pass a decree of recovery against Defendant No. 1 for a sum of INR 13,81,698/- being the outstanding dues/unpaid balance towards Profit Share under Clause 3 read with Annexure A to the Appointment Letter dated 01.08.2022 for the period from 14.07.2022 till 31.12.2022, along with interest at 18% p.a. from 31.12.2022 till the date of realization;

(C) Pass a decree of recovery against Defendant No. 1 for a sum of INR 3,00,00,000/- being the outstanding dues towards Profit Share under Clause 3 read with Annexure A to the Appointment Letter dated 01.08.2022 for the period from 01.01.2023 till 31.12.2023, along with interest at 18% p.a. from 31.12.2023 till the date of realization;

(D) Pass a decree of recovery against Defendant No. 1 for a sum of INR 60,00,000/- being the outstanding dues towards Profit Share under Clause 3 read with Annexure A to the Appointment Letter dated 01.08.2022 for the period from 01.01.2024 till 17.03.2024, along with interest at 18% p.a. from 17.03.2024 till the date of realization;

(E) Pass a decree of damages against Defendant No. 1 for a sum of INR 35,00,000/- on account of illegal and unlawful termination of the Plaintiff, on account of loss of salary of the Plaintiff and on account of damage to the Plaintiff's reputation in the industry;

(F) Pass a decree against Defendant No. 1 directing payment of interest *pendente lite* to the Plaintiff at 12% p.a. on all amounts found due;

(G) Award costs of the present suit and proceedings in favour of the Plaintiff and against Defendant No. 1.

2. As per the plaint, plaintiff joined the defendant as *Managing Director, Officer Services*, on 14th July 2022, and continued till 17th March 2024.

3. Initially, he was on probation, and subsequently, he was confirmed after six months. Plaintiff received his full salary till 17th March 2024 and partial dues under *Profit Share Scheme* till 31st December 2022.

4. Subsequently, despite getting certification for good performance and a positive appraisal in September 2023, from December 2023, onwards emails were sent to him reflecting his negative performance.

5. A Termination Letter was sent on 10th December 2023. Thereafter, the parties met for an amicable settlement; however, since no solution was forthcoming, plaintiff filed the present suit for recovery of his unpaid dues, with salary and dues under the *Profit Share Scheme*.

6. The plaint be registered as a suit. Summons be issued to the defendants by all permissible modes on filing of process fee. Affidavit of service be filed within two weeks.

7. The summons shall indicate that the written statements must be filed within thirty days from the date of receipt of the summons. The defendants shall also file affidavits of admission/denial of the documents filed by the plaintiff, failing which the written statements shall not be taken on record.

8. The plaintiff is at liberty to file replications thereto within thirty days after filing of the written statements. The replications shall be accompanied by affidavits of admission/denial in respect of the documents filed by the defendants, failing which the replications shall not be taken on record.

9. It is made clear that any unjustified denial of documents may lead to an order of costs against the concerned party.

10. Any party seeking inspection of documents may do so in accordance with the Delhi High Court (Original Side) Rules, 2018.

11. List before the learned Joint Registrar for marking of exhibits on 25th March 2025.

12. List before the Court on 7th July 2025.

13. Order be uploaded on the website of this Court.

ANISH DAYAL, J

FEBRUARY 12, 2025/sm/tk