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

+ **CS(OS) 52/2016 & CC 68/2016**

VFS GLOBAL SERVICES PRIVATE LIMITED Plaintiff

Through: Mr. Samar Singh Kachwaha,
Mr. Raghavendra M. Bajaj, Ms.
Shivangi Nanda, Ms. Kavita
Vinayak, Ms. Rini Mehra, Mr.
Areeb Uddin Ahmed,
Advocates
(M:9910940162,email:off.rmb
@gmail.com)

versus

SOUTH DELHI MUNICIPAL CORPORATION Defendant

Through: Mr. Sanjay Poddar, Sr. Adv.
with Mr. Vipul Ganda, SC for
MCD/SDMC, Mr. Pratish Goel,
Mr. Kalyan Babu Singh, Ms.
Priyanka Jindal, Advocates
(M:9286520701,email:poddar.a
ssociates@gmail.com)

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

16.11.2022

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[Physical Hearing/ Hybrid Hearing]

1. With the consent of the parties, the following issues are framed:

“1. Whether there is fraud and/or misrepresentation on the part of the defendant in awarding the contract on “as is where is basis”? (Onus of Proof on Parties)

2. If Issue No.1 is answered in affirmative, whether the pleas and grounds raised by the Plaintiff constitute fraud and/or mis-representation in terms of Section 17-19 of the Indian Contract Act, entitling it to avoid the 52 License



Agreements subject matter of the suit? (O.P.P)

3. *Whether the suit preferred by the Plaintiff is bad on the ground of mis-joinder of cause of action? (O.P.D)*
4. *Whether the Plaintiff is entitled to a Money Decree, in the sum of Rs.26,54,69,989/- towards restitution, damages and compensation, as claimed in the plaint? (O.P.P)*
5. *Whether the Plaintiff is entitled to a Decree of Declaration, that it is not bound by any obligation in terms of the 52 license agreements? (O.P.P)*
6. *Whether the Plaintiff is entitled to Decree of Permanent and Mandatory injunction, restraining the Defendant from seeking to enforce against the Plaintiff any obligation under the License Agreements, including by way of encashment of Bank Guarantee, Forfeiture of security deposit, encashment of any post-dated cheque, issuance of show cause notice, blacklisting or taking any other punitive action? (O.P.P)*
7. *Whether the Plaintiff is entitled to receive the sum of Rs.9,15,77,145/- as lying deposited with SDMC, along with interest earned thereon, in terms of the order dated 21.03.2016, as passed by this Hon'ble Court? (O.P.P)*
8. *Whether the Plaintiff is entitled to a Decree directing the Defendant to return all post-dated cheques furnished to it by the Plaintiff, as claimed? (O.P.P)*
9. *Whether the Plaintiff is entitled to interest? if so at what rate and on what sum? (O.P.P)*
10. *Whether the Defendant is entitled to recover outstanding monthly License Fees as claimed in the Counter Claim? (O.P.D)*
11. *Whether the Defendant is entitled for the interest upon the outstanding monthly license fee, if so at what rate? (O.P.D)*



12. Relief.”

2. List of witnesses be filed on behalf of both the parties within a period of 6 weeks. Let evidence by way of affidavit be filed on behalf of the plaintiff within a period of 12 weeks.
3. Ld. Senior Counsel appearing for the defendant submits that for the purpose of recording the evidence the matter may be placed before the Local Commissioner. Ld. counsel for the plaintiff submits that he may be granted some time to take instructions from his client.
4. List before the court for considering appointment of a Local Commissioner for the purposes of recording evidence on 02.12.2022.

MINI PUSHKARNA, J

NOVEMBER 16, 2022

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