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

+ **CS(OS) 1086/2013**

BRISTOL DEALCOM PVT LTD Plaintiff

Through: Mr. M.P. Sharma & Mr. Rehan Alam,
Advs.

Versus

MURTI DEVI DECEASED & ORS. Defendants

Through: Mr. Nisha Dahiya, Adv. for D-1.
Mr. Smita Maan, Adv. for D-2&3.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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12.07.2019

1. The suit is ripe for framing of issues.
2. The Joint Registrar is requested to, in future, not post the suits for 'further directions' as such vague orders can be cause for delay, with the parties stating that they are not prepared for this stage.
3. The counsel for defendants no.2 and 3 has handed over proposed issues which are taken on record.
4. The counsel for plaintiff states that he is proxy counsel for Mr. R.S. Tomar, Advocate for the plaintiff who is not present and does not know anything about the case.
5. The counsel for defendant no.1 has also not proposed any issue and states that the only issue required has been mentioned in the written statement.
6. On reading of the plaint, written statement dated 30th July, 2013 filed by the original sole defendants and which written statement is stated to have been adopted by defendants no.2 and 3 and the written statement of defendant no.1, the following issues are framed:



- (i) Whether the deceased defendant Murti Devi had entered into an agreement to sell her share in the agricultural land to the plaintiff for a sale consideration of Rs.5,02,00,000/- and on the terms and conditions contained in the Agreement to Sell dated 20th December, 2010 and the plaintiff, out of the agreed sale consideration of Rs.5,02,00,000/-, has paid Rs.2,75,00,000/- to the deceased defendant Murti Devi? OPP
- (ii) Whether the present defendant no.1 Jyoti and her husband and others, taking advantage of the old age and illiteracy of the deceased defendant Murti Devi, obtained her thumb impression on blank papers, misrepresenting the same to be required for her medical treatment and the Agreement to Sell dated 20th December, 2010 and other documents have been fabricated thereon? OPD2&3.
- (iii) What was the market value of the property in the year 2010 and if of Rs.25 crores or far above Rs.5,02,00,000/-, the effect thereof? OPPr
- (iv) Whether the cheques claimed to have been paid by the plaintiff to the deceased defendant Murti Devi towards sale consideration were encashed in the bank account of the deceased defendant Murti Devi? OPP
- (v) Whether the deceased defendant Murti Devi was not the sole owner of the land agreed to be sold and if so, to what effect? OPD1
- (vi) Whether the document dated 25th June, 2013 is the validly executed last Will of the deceased defendant Murti Devi and if so, to what effect? OPD2&3
- (vii) If the issues No.(i) to (vi) are decided in favour of the plaintiff, whether the plaintiff has been ready and willing to perform its part of



the Agreement to Sell dated 20th December, 2010? OPP

(viii) Whether the discretion implicit in the grant of relief of specific performance is to be exercised in favour of the plaintiff? OPP

(ix) Relief.

7. No other issue arises or is pressed.

8. The parties to file their list of witnesses within 15 days.

9. The plaintiff to file affidavits by way of examination-in-chief of its witnesses within six weeks.

10. Option given of having the evidence recorded on commission has been declined.

11. List before the Joint Registrar on 4th September, 2019 for scheduling the dates of trial.

12. IA No.11142/2018 of the defendant no.1 under Section 151 CPC seeking revocation and cancellation of the document dated 25th June, 2013 is misconceived and is dismissed.

RAJIV SAHAI ENDLAW, J.

JULY 12, 2019

‘gsr’..