



\$~9

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

+ **CS(COMM) 1191/2024 & I.A. 49723/2024**
BERKSHIRE REALTY PVT. LTD.

.....Plaintiff

Through: Mr. Ronnie Banerjee, Mr. Shivang
Gupta and Mr. Randeep Sachdeva,
Advs.

versus

HARI GLOBAL RECREATION AND AMUSEMENT
LLP & ORS.

.....Defendants

Through: Nemo.

CORAM:

HON'BLE MS. JUSTICE SWARANA KANTA SHARMA

ORDER

% **24.12.2024**

I.A. 49724/2024 (Exemption)

1. Exemption allowed, subject to all just exceptions.
2. Application stands disposed of.

I.A. 49725/2024 (condonation of delay of one day in re-filing)

3. For the reasons mentioned in the application, the prayer made in the application is allowed and delay of one day in re-filing the present suit is condoned.
4. Application stands disposed of.

CS(COMM) 1191/2024 & I.A. 49723/2024 (under Order XXXIX Rules 1 & 2 of the CPC)

5. The present suit for Specific Performance and Permanent Injunction has been filed on behalf of the plaintiff against the defendants seeking following reliefs:



“A. Pass a decree of specific performance of the Memorandum of Understanding dated 27.07.2023 against Defendant Nos. 1, 2, and 3, directing them to transfer 60% of the legal and beneficial ownership interest in Defendant No. 1 to the Plaintiff, including management and voting rights, as per the terms of the MoU.

B. Pass a decree directing Defendant Nos. 1, 2, and 3 to execute an LLP Agreement in a form and manner acceptable to the Plaintiff, formalizing the Plaintiff's 60% ownership interest in Defendant No. 1.

C. Declare that the induction of Defendant No. 4 as a Partner and Designated Partner in Defendant No. 1 as null and void.

D. Pass a decree of permanent injunction restraining Defendant Nos. 1, 2, and 3, or any person acting on their behalf, from entering into any agreements, commitments, arrangements or understanding with any person that may create or potentially create, either directly or indirectly, any transfer or encumbrance or rights in or over Defendant No. 1 and /or the Company (International Recreation and Amusement Limited, and the Company's projects admeasuring 42 Acres in Sector 29 (25 Acres) and Sector 52A (17 Acres), in Gurugram, Haryana in any manner, without the prior written consent of the Plaintiff.

E. Award the costs of the present suit in favour of the Plaintiff;”

6. This Court has gone through the documents, which have been placed on record.
7. Let the plaint be registered as a suit.
8. Issue summons of the suit and notice of the application to the defendants through all permissible modes, including electronic mode and *dasti* as well.
9. The summons to the defendants shall indicate that the written statement(s) to the plaint shall be positively filed within a period of 30 days from the date of receipt of summons. Along with the written statement(s),



the defendants shall also file the affidavit(s) of admission/denial, without which the written statement(s) shall not be taken on record.

10. Liberty is given to the plaintiff to file the replication within a period of 15 days of the receipt of the written statement(s). Along with replication, if any, filed by the plaintiff, the affidavit(s) of admission/denial of documents of the defendant(s) shall be filed by the plaintiff.

11. List before this Court on 05.02.2025.

12. The order be uploaded on the website forthwith.

SWARANA KANTA SHARMA, J

DECEMBER 24, 2024/A

Click here to check corrigendum, if any