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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(OS) 1101/2015

SUBHASH SALUJA

..... Plaintiff

Through: Mr. D.V. Khatri, Advocate.

versus

CHANDRA SHEKHAR & ORS

..... Defendants

Through: Mr. Arjun Dewan, Advocate with

Ms. Anupama Kumar, Advocate for
defendants No.1 and 2.

Mr. Vinod Tyagi, Advocate for
defendant No.3.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

ORDER

12.01.2018

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With consent of parties, the following issues are framed:-

1. Whether the plaintiff is entitled to a decree of Specific Performance of Agreement to sell dated 10th August, 2010 or in the alternative damages for an amount of Rs.4,00,00,000/- along with interest @24% per annum ? **OPP**
2. Whether the plaintiff is entitled to a decree of permanent injunction against the defendants No.1 and 2 restraining them and their successors, agents or any person claiming on behalf of them from selling, transferring, alienating, encumbering, parting with the possession of the suit property? **OPP**



3. Whether the plaintiff is entitled for the decree of possession, declaration mandatory and permanent injunction as prayed for? **OPP**
4. Whether the Agreement to Sell and receipts are inadmissible in law and liable to be confiscated? **OPP**
5. Whether the plaintiff has filed the suit in collusion with the defendant No.3? **OPD 1&2**
6. Whether the plaintiff was ready and willing to perform his part of contract under Agreement to Sell dated 10th August, 2010? If so, to what effect? **OPP**
7. Whether the suit is filed within limitation? **OPP**
8. Whether no cause of action arose, exist or subsist to file this suit as claimed by the defendants No.1 and 2? **OPD 1&2.**
9. Whether the defendants No.1 and 2 had signed and legally executed valid Agreement to Sell dated 10th August, 2010 and money receipts dated 31st August, 2010, 17th September, 2010, 17th October, 2010 and 24th March 2012? **OPP**
10. What is total amount received by the defendants No.1 and 2 from the plaintiff under Agreement to Sell dated 10th August, 2010? **OPP**
11. Whether the plaintiff had not valued the suit properly and had not paid the proper Court-fees on the plaint and the plaint is liable to be rejected on this ground under Order VII Rule 11 CPC? **OPD-3**
12. Whether Agreement to Sell dated 10th August, 2010 had frustrated under Section 56 of the Indian Contract Act, 1872, after demolition of the suit property by the defendants, as alleged? If so, to what effect? **OPD-3.**



13. Whether the defendants No.1 and 2 had no right to contract the proposed sale to the plaintiff without the consent of the defendant No.3? **OPD-3**
14. Whether Agreement to Sell dated 10th August, 2010 is null and void ab-initio, invalid, illegal, non-est and not binding on defendant No.3? **OPD-3**
15. Whether the prayer for a mandatory injunction for directing all the defendants to re-construct the suit property or to allow the plaintiff to re-construct the suit property at the cost of the defendants, is beyond the ambit of Agreement to Sell dated 10th August, 2010? If so, to what effect? **OPD-3**
16. Relief.

Both the parties are directed to file their list of witnesses within a period of four weeks.

Plaintiff is directed to file its evidence by way of affidavits within a further period of four weeks.

List the matter before the Joint Registrar for recording of evidence on 14th March, 2018.

List the matter before Court for monitoring of evidence on 27th July, 2018.

MANMOHAN, J

JANUARY 12, 2018

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