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

+ CS(OS) 3597/2014 and I.A. 23409/2014, I.A. 23811/2015
and I.A. 32816/2024

M/S CHOPRA MARKETING PVT LTD

.....Plaintiff

Through: Mr. Diwakar Singh and Mr. A.
Shukla, Advocates.

versus

SALMAN RUSHDIE & ORS

.....Defendants

Through: Mr. Hitain Bajaj, Advocate for D5
with D5 in person.
Mr. Vinayak Batta and Mr. Arun Assija,
Advocates for D6.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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08.05.2026

1. On the basis of the pleadings, the following issues are framed:
 - (i) Whether the plaintiff is entitled to decree of specific performance of the agreement to sell dated 04.10.2005 against defendant nos. 1 to 5? OPP
 - (ii) Whether the plaintiff was ready and willing to perform his part of the contract under the agreement to sell dated 04.10.2005 at all relevant times? OPP
 - (iii) Whether the plaintiff is entitled to decree of declaration against defendant nos. 1 to 6 declaring power of attorney dated 04.11.2010 as illegal and void? OPP
 - (iv) Whether the plaintiff is entitled to decree of declaration



cancelling the sale deed dated 15.11.2011 as illegal and null and void? OPP

- (v) Whether the plaintiff is entitled for decree of declaration against defendant nos. 1 to 6 and 9 declaring that sale deed dated 21.11.2011 is illegal and void? OPP
- (vi) Whether the plaintiff is entitled to permanent injunction in terms of prayer 5 of the plaint/suit? OPP
- (vii) Whether the suit of the plaintiff is barred by limitation? OPD-5 to 9
- (viii) Whether the agreement to sell dated 04.10.2005 is void, and unenforceable? OPD-5
- (ix) Whether the plaintiff had failed to pay the balance sale consideration as terms of the agreement to sell dated 04.10.2005? OPD-5
- (x) Whether the agreement to sell dated 04.10.2005 is mandatorily required to be registered and duly stamped; and if so, effect thereof? OPD-5 and 6
- (xi) Whether the suit has not been properly valued and/or requisite court fee has not been paid as per the reliefs claimed in the plaint; and if so, its effect? OPD-5 & 7 to 9
- (xii) Whether the suit against defendant no.5 is barred under Section 230 of the Indian Contract Act, 1872? OPD-5
- (xiii) Whether the Will dated 09.01.1984 was validly and legally executed by Late Sh. Anish Ahmed Rushdie in favour of defendant no.2, and if so, whether defendant nos. 1, 3 and 4 had no title or interest in the suit property? OPD-6.



- (xiv) Whether defendant nos. 1, 3 and 4 have been misjoined as parties in the suit? OPD-6
- (xv) Whether agreement to sell dated 04.10.2005 is incapable of specific performance? OPD-6
- (xvi) Whether plaint has not been properly verified and the supporting affidavit filed in the plaint is improper and invalid, and if so, its effect? OPD-7 to 9
- (xvii) Relief.
2. No other issue arises or pressed by learned counsels for the parties.
 3. Let parties file list of witnesses within a period of 15 days from today.
 4. The affidavit(s) by way of examination-in-chief be filed by the plaintiff within a period of four weeks from the date of filing of list of witnesses.
 5. List before the learned Joint Registrar for fixing the date of plaintiff's evidence, on 11.08.2026.
- I.A. 25000/2015 (under Order VII Rule 11 read with Section 151 CPC by defendant no.5)**
6. Pleadings are stated to be complete and prayer is made to list the application for hearing.
 7. At request, re-notify on 28.9.2026.

VIKAS MAHAJAN, J

MAY 8, 2026/jg