

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

Suit No.466 of 1991

Chitranjan Damodar Shah ..Plaintiff

V/s

Bombay Housing and Area

Development Board and Anr...Defendants

Ms Preeti Shah for plaintiff

None present for the defendants

CORAM:S.R.SATHE, J.

DATED:19th Dec. 2005

P.C.:-

. The learned advocate for the defendant tendered draft issues. Following issues are framed:

ISSUES

1.Whether the suit is bad for want of statutory notice under Section 173 of the Maharashtra Housing and Area Development Act, 1976 as alleged in paragraph 2 of the Written Statement?

2. Whether the agreement to lease the suit plot in

favour of the plaintiff is valid, subsisting and binding against the defendants as claimed in the plaint?

3. Whether the plaintiff is entitled to specific performance of the agreement to lease as claimed in the plaint?

4. Whether the plaintiff is entitled to a decree in the sum of Rs.1,94,882.19 paise and Rs.15,91,503-89 paise together with further interest @ 18% per annum from the date of the suit till payment as claimed?

5. Whether the plaintiff is entitled to a decree for Rs.10,00,00,000/- by way of damages together with interest thereon @ 18% p.a. from the date of the suit till payment as claimed?

6. Whether the plaintiff is entitled to a charge in respect of the suit plot for payment of the sums claimed?

7. Whether the plaintiff is entitled to an Order for sale of the suit plot in the vent of the defendants committing default in payment of the sums claimed?

8. Whether the lease Agreement was not executed by reason of non compliance of conditions thereof by the plaintiff as alleged in paragraph 4 of the written

statement?

9. Whether the alleged termination of the Agreement of lease dated 25th May 1990 is legal, valid and perfectly justified as alleged in paragraph 14 of the written statement?

10. Whether the plaintiff was required under the Agreement to carry on development on the said plot at his own cost and whether the plaintiff procuring finance from outside sources virtually amounted to a fraud upon the Defendant as alleged in paragraph 20 of the written statement?

11. Whether making payment to the defendants by cheques issued by Deepak Fertilizers and Petrochemicals Ltd. or Growth Echno Projects Ltd. amounted to practising a fraud upon the Defendants as alleged in paragraph 26 of the written statement?

12. To what reliefs is the plaintiff entitled?

13. What order?

. The matter is placed for list of witnessed on 10-1-2006.

(S.R.SATHE, J.)