

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 1186 OF 2007

BHARAT SHANTILAL SHAH AND ANOTHER )...PLAINTIFFS

V/s.

THE ROYAL PALMS (INDIA) PVT. LTD. AND ORS. )...DEFENDANTS

Mr.Vibhav Krishna a/w. Mr.Tahir Prande i/by Juris Consillis, Advocate  
for the Plaintiffs.

Mr.Shard Bansal a/w. Ms.F.Mehta i/by M/s.Markand Gandhi & Co.,  
Advocate for the Defendants no.1, 2 and 4.

CORAM : ABHAY AHUJA, J.

DATE : 15<sup>th</sup> April 2026

PC. :

1. This matter was kept back in the morning session as the learned Counsel appearing in the matter were ironing out the differences in the draft issues furnished by the Plaintiffs.
2. When the matter is called out in the afternoon session, the learned Counsel submit that the draft issues have been worked out.
3. Accordingly, the following issues are framed by consent :

**ISSUES**

- (i) Whether the Plaintiffs prove that a valid, binding and concluded Agreement for Sale dated 27<sup>th</sup> September 1993 was executed

between the Plaintiffs and Defendant no.1 and they are entitled to a decree for specific performance of the Agreement ?

- (ii) Whether the Defendants prove that the said Agreement is void for uncertainty, vagueness and/or is not a concluded contract in respect of the exact area, location and boundaries of the Suit property ?
- (iii) Whether the Defendants prove that the Agreement for Sale dated 27<sup>th</sup> September 1993 was unlawful, void and incapable of specific performance ?
- (iv) Whether the Plaintiffs prove that they are in lawful, settled and continuous possession of the Suit property in part performance of the Agreement ?
- (v) Whether the Plaintiffs prove that the Defendants have unlawfully interfered with or threatened to dispossess the Plaintiffs from the Suit property ?
- (vi) Whether the Defendants prove that the Plaintiffs were never put in possession of the Suit property ?
- (vii) Whether the Plaintiffs prove that they are entitled to protection of their possession of the Suit property ?
- (viii) Whether the Plaintiffs prove that the Defendants committed breach of the terms of the Agreement ?
- (ix) Whether the Defendants prove that the Agreement stood validly terminated by letter dated 29<sup>th</sup> January 2003 ?
- (x) Whether the Defendants prove that the Plaintiffs have committed breach of the terms of the Agreement and have not performed

and been willing and ready to perform their obligation under the Agreement ?

- (xi) Whether the Defendants prove that the Suit is barred by limitation ?
- (xii) In the alternative, whether the Plaintiffs are entitled to compensation in lieu of specific performance and refund of the amount paid with interest and such repayment be secured by security charge on the Suit property to be realized by sale of Suit property ?
- (xiii) What decree ?
- (xiv) What order ?
- (xv) What order as to costs ?

4. Let the Plaintiffs within a period of six weeks file an Affidavit of examination-in-chief of the Plaintiffs' witness along with Affidavit of evidence and Compilation of documents duly indexed and paginated and serve the same upon the Defendants along with list of Plaintiffs' witnesses.

5. Discovery and inspection to be completed within a period of two weeks thereafter.

6. Defendants to file Statement of admission and denial within a period of two weeks thereafter with a copy to the other side.

7. List for marking of Plaintiffs' documents on **1<sup>st</sup> July 2026**.
8. Let the Plaintiffs' witness remain present in Court on the next date.

**(ABHAY AHUJA, J.)**