

Atul

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 2720 OF 2011

Solar Readymades Pvt Ltd & Solar Sportswear ...Plaintiffs
Versus
Rajdeep Construction Pvt Ltd & Anr ...Defendants

Mr Prantik Majumdar, *with Rahul Theckedath, i/b MP Savla & Co.,
for the Plaintiffs & Applicant in NMS/2678/2016.*

Mr AS Palan, *i/b BR Oza & Co., for Defendant No. 1/Applicant in
NMS/1881/2017.*

Mr ML Palan, *with Devyani Wanjara, for Defendant No. 1.*

Mr Phiroze Colabawalla, *with Anamika, i/b HSA Advocates, for
Defendant No. 2 & Respondent No. 7.*

CORAM: G.S. PATEL, J

DATED: 11th December 2018

PC:-

1. Heard. Issues are framed and these are appended to this order.
2. The Plaintiffs shall, on or before 25th January 2019 file (i) the Evidence Affidavit of the Plaintiffs' first witness; (ii) an Affidavit of Documents; and (iii) a Compilation of Documents duly indexed and paginated. Copies of each of these will be served on the Advocates for the Defendants on or before that date.

3. The Defendants will also file and serve their Affidavits of Evidence, Affidavit of Document and Compilation of Documents on or 25th January 2019.
4. Discovery and inspection is to be completed and statements of admission and denial are to be exchanged on or before 8th February 2019.
5. There will be no extension of time. In default of compliance, the suit will stand dismissed without further reference to the Court.
6. On the Plaintiffs complying with these directions, the matter will be taken up for marking the Plaintiffs' documents and further directions on 15th February 2019, irrespective of the caption under which the matter appears.

(G. S. PATEL, J.)

ISSUES FRAMED ON 11th DECEMBER 2018

SUIT NO. 2720 OF 2011

1. Whether the Plaintiffs prove that the agreement contained in the Letter of Intent dated 19th October 2010 and the suit agreements, viz., the documents at Exhibits "B", "M" and "N" to the plaint, are all valid, subsisting and binding on Defendant No. 1?
2. Whether the Plaintiffs prove that the Plaintiffs were at all material times ready and willing to perform their obligations in respect of the agreements of which specific performance is sought?
3. Whether the Plaintiffs prove that they are entitled to a decree of specific performance of the Letter of Intent and the agreements at Exhibits "B", "M" and "N" to the plaint?
4. In the alternative, and if for any reason a decree for specific performance cannot be passed in favour of the Plaintiffs although the Plaintiffs are found to be entitled to such decree, whether the Plaintiffs are entitled to damages in lieu of specific performance for the amounts claimed in prayer clause b(1)(i) and whether this amount is liable to carry interest and if so at what rate and from what date?
5. If the Plaintiffs prove that they are entitled to damages in lieu of specific performance, whether the properties in question are charged with repayment for recovery of an amount of interest, if any decreed?

6. What relief and what order?

(G. S. PATEL, J.)