

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

COMMERCIAL SUIT NO. 29 OF 2023

PARAMOUNT AGRO AND ANOTHER )...PLAINTIFFS

V/s.

MAHINDRA AGRI SOLUTIONS LTD. AND ORS. )...DEFENDANTS

Mr.Nikhil Dongre, Advocate for the Plaintiffs.

Mr.Makarand Bakore, Advocate for the Defendants.

CORAM : ABHAY AHUJA, J.

DATE : 11<sup>th</sup> JUNE 2026

**PC.** :

1. When the matter is called out, Mr.Dongre, learned Counsel, appears for the Plaintiffs and tenders across the bar draft issues on behalf of the Plaintiffs and the Defendants.

2. Accordingly, the following issues are framed by consent :

**ISSUES**

(i) Do the Plaintiffs prove that Defendants no.2 and are necessary party to the Suit ?

- (ii) Does Plaintiff no.2 prove that he is entitled to claim relief as per prayer clause (c) as he is not the signatory to the contract dated 25<sup>th</sup> September 2017 ?
- (iii) Does the Suit disclose cause of action ?
- (iv) Do the Plaintiffs prove that they have performed the obligations under the contract dated 25<sup>th</sup> September 2017 ?
- (v) Are the Plaintiffs entitled to claim interest @ 18% per annum on the amount claimed as damages ?
- (vi) Are the Plaintiffs entitled to claim pre-suit interest on the amount of damages as claimed by the Plaintiffs ?
- (vii) Do the Defendants prove that the original contract of 2500 MT of Yellow Peas (Baltic) came to be cancelled mutually or on the directions of the Plaintiffs ?
- (viii) Do the Defendants prove that the delivery of 2500 MT of Yellow Peas (Baltic) came to be spilt into three deliveries at the request of the Plaintiffs and that the deliveries were complete as per the said contract ?
- (ix) Do the Plaintiffs prove that they have come before this Hon'ble Court with clean hands ?

- (x) Does Plaintiff no.1 prove that he is entitled to a decree of specific performance of the contract dated 25<sup>th</sup> September 2017 against the Defendant no.1 ?
- (xi) Whether in the alternative, the Plaintiffs prove that the Defendant no.1 is liable to make payment of the entire amount of non-delivery of 1311 Mts amounting to Rs.8,95,41,300/- with an interest @ 18% p.a. till date of realization of the entire amount to the Plaintiff no.1 ?
- (xii) Are the Plaintiffs entitled to claim damages for alleged breach of contract by the Defendant no.1 ?
- (xiii) Are the Plaintiffs entitle to receive interests and costs ?
- (xiv) Is the plaint filed within the period of limitation ?
- (xv) What judgment and decree ?

5. Let the Plaintiffs and the Defendants, within a period of four weeks file (i) an affidavit of documents and (ii) compilation of documents duly indexed and paginated and serve the same upon the other side.

6. Discovery and inspection to be completed within a period of one week thereafter.
7. Statements of admission and denial be filed within a period of one week thereafter with copy to the other side.
8. List on **23<sup>th</sup> July 2026** for first case management hearing.

**(ABHAY AHUJA, J.)**