



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

COMMERCIAL SUIT NO. 60 OF 2015
WITH
NOTICE OF MOTION NO. 16 OF 2015

M/s. Sanjog DevelopersPlaintiff/Applicant

Versus

M/s. Soni And Associates & Ors.Defendants/Respondents

Mr. Dhruv Mishra a/w. Mr. Avdhoot Prabhu i/by Lex Services for the Plaintiff.

Ms. Kashvi Ail i/by Mr. Rajesh Kachare for Defendant No.1.

Ms. Miloni Gala for Defendant No.3.

Mr. Sumeet Tirthani i/by Vimla & Co. for Defendant No.5.

CORAM : JITENDRA JAIN, J.
DATED : 27th APRIL 2026

P. C. :

1. The parties have tendered agreed draft issues. The Court has perused the same and following issues are framed :-

Issues

1. Whether the present suit is barred by the Law of Limitation?
2. Whether the present suit is not maintainable for mis-joinder of parties?
3. Whether the present suit is maintainable in view of bar u/s. 69 (2) of the Indian Partnership Act, 1932?

4. Whether defendant no.3 proves that the suit is not maintainable against defendant no.3 ?
5. Whether defendant no.5 proves that the suit is not maintainable against defendant no.5 ?
6. Whether the plaintiff proves that Memorandum of Understanding dated 01.07.2008 r/w. Joint Venture Agreement dated 27.03.2008 is enforceable in view of the order dated 15.01.2014 by the Slum Rehabilitation Authority ?
7. Whether the plaintiff proves that the Memorandum of Understanding dated 01.07.2008 (“Exhibit-C”) executed between the Plaintiff and M/s. Soni & Associates is valid, binding and subsisting ?
8. Whether the plaintiff proves that they are entitled to Specific Performance of the Memorandum of Understanding dated 01.07.2008 (“Exhibit-C”) executed between the Plaintiff and M/s. Soni & Associates ?
9. Whether the plaintiff proves that the plaintiff paid/invested Rs. 19,29,26,896/- (Rupees Nineteen Crore Twenty-Nine Lakh Twenty-Six Thousand Eight Ninety-Six) to/with M/s. Soni & Associates.
10. Whether the plaintiff proves that in alternative to the relief of Specific Performance, the plaintiff is entitled to an amount of Rs. 28,90,99,621/- (Rupees Twenty-Eight Crore Ninety Lakh Ninety-Nine Thousand Six Hundred Twenty-One) comprising of Rs. 17,28,26,596/- (Rupees Seventeen Crore Twenty- Eight Lakh Twenty-Six Thousand Five Hundred and Ninety-Six) towards the principal amount and Rs. 11,62,73,025/- (Rupees Eleven Crore Sixty-Two Lakh Seventy-Three Thousand and Twenty-Five) towards interest till 31.03.2015 ?
11. Whether the plaintiff is entitled to any interest ?
12. Whether defendant no.1 is entitled to recover

Rs.68,00,000/- (Rupees Sixty-Eight Lakh) from the plaintiff after adjusting the amount as stated in paragraph 20 of the written statement ?

13. What order ?

14. What costs ?

2. List this matter on 29th June, 2026 to enable the plaintiff to file affidavit of documents.

[JITENDRA JAIN, J.]