

Shephali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 3572 OF 2006

Richardson & Cruddas (1972) Ltd ...Plaintiff

Versus

Mrunal Bhagat & Ors ...Defendants

WITH

COUNTER CLAIM NO. 19 OF 2011

IN

SUIT NO. 3572 OF 2006

Legend Pharmaceuticals Pvt Ltd ...Plaintiff

Versus

Rihardson & Crudas & Ors ...Defendants

Mr Nitin Thakkar, with Piyush Raheja, Jyoti Ghag, Z Jarivala & Nitesh Menon, i/b Dua Associates, for Defendants Nos. 4 to 8 in S/3572/2016.

Mr Gaurav Joshi, Senior Advocate, i/b Nitin Mulye, for Defendant No. 3 in S/3572/2016.

Ms Aditi Naikare, i/b Pradeep Thorat, for Defendant No. 1.

CORAM: G.S. PATEL, J

DATED: 1st March 2019

PC:-

1. Heard. Issues are framed in both Suit and the Counter Claim and these are appended to this order.

2. The Registry will first ascertain whether both Suit and the Counter Claim are required to be registered in Commercial Division and, if so, will take the necessary steps.

3. Given the fact that there is a Counter Claim, I will direct the Plaintiffs and the Defendants to file their respective Affidavits of Documents and Compilations of Documents on or before 12th April 2019. After the documents are filed, I will pass directions regarding Evidence Affidavits.

4. In the meantime, i.e., after filings and service of the Affidavits of Documents and the Compilations of Documents, parties will complete discovery and inspection and exchange statements of admission and denial on or before 20th April 2019.

5. List the matter for marking of the Plaintiff's documents on 26th April 2019.

(G. S. PATEL, J.)

ISSUES FRAMED ON 1ST MARCH 2019

SUIT NO. 3572 OF 2006

1. Whether all or any of the claim in the suit is barred by limitation?
2. Whether the agreement dated 27th April 1974 can be stated to be a Lease or Agreement to Lease?
3. Whether the Plaintiff had an option to purchase reversionary rights under the Agreement dated 27th April 1974 in absence of a lease?
4. Whether the Plaintiff proves the letter dated 5th January 1976 is a legal, valid and concluded agreement binding on the Defendants?
5. Whether the Plaintiff was and is ready and willing to perform its obligations under the Letter dated 5th January 1976?
6. Whether the Plaintiff has made payments of Rs. 3,23,09,881/-, Rs. 5,57,204.74 and Rs. 1,25,000/-, and whether such payments can be considered as part payment for purchase?
7. Whether Plaintiff proves that the Plaintiffs is entitled to specific performance of the agreement in letter dated 5th January 1976?
8. Whether the Plaintiff proves that the six Deeds of Conveyances all dated 20th December 2006 (being Exhibits N to S to the Plaintiff), the three Agreements dated 14th December 2006 (being Exhibits T to Y to the Plaintiff), the six Deeds of Confirmations all dated 1st July 2008 (being Exhibits Z to EE to the Plaintiff) executed in favour of Defendant No. 4 are bad in law, void, illegal and liable to be cancelled?
9. Whether the Defendants prove that there was no concluded contract under Agreement to Lease

dated 27th April 1974 (being Exhibit B to the
Plaint) between the Plaintiff and the Defendant
Nos. 1 to 3 or their predecessors in title?

10. Whether the Defendants prove that Defendant No.
4 is a bonafide purchaser and transferee for
consideration without notice?
11. What order and decree?
12. What order as to costs?

(G. S. PATEL, J.)

ISSUES FRAMED ON 1ST MARCH 2019

COUNTER CLAIM NO. 19 OF 2011

IN

SUIT NO. 3572 OF 2006

1. Whether the Counter Claim is barred by limitation?
2. Whether the reliefs sought for rent under the Counter Claim is beyond jurisdiction?
3. Whether Defendant Nos. 4 to 8 being Plaintiff to Counter Claim prove that they are entitled to a partition and separate possession of Suit property admeasuring 52,178.16 square metres?
4. Whether Defendants Nos. 4 to 8 to the Suit prove that they are entitled to compensation / damages and mesne profits of amount of Rs.706,44,82,374/- together with interest at rate of 18% from the date of filing of the Counter Claim till realization as per particulars of claim being Exhibit "G" to the Counter Claim?
5. Whether Defendants Nos. 4 to 8 being Plaintiffs to Counter Claim prove that Defendant No. 4 to Suit is a bonafide purchaser and transferee for consideration without notice?
6. What Order and decree?
7. What order as to costs?

(G. S. PATEL, J.)