

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

SUIT NO. 156 OF 2024

Shrilekha Somani

...Plaintiff

V/s.

Satguru Corporation Services Pvt. Ltd and Ors.

...Defendants

WITH
NOTICE OF MOTION NO. 1140 OF 2015

Mr. Yashpal Jain with Ms. Jahnavi Vora for the Plaintiff.

Ms. Gauri Joshi i/b Ganesh & Co. for the Defendant No. 2(a).

Mr. Chirag Kamdar with Mr. Viren Mandhale, Mr. Sahil Singh and Ms. Dhun Vinod Santosh i/b Wadia Ghandy & Co. for the Defendants No. 1 and 4.

CORAM : ABHAY AHUJA, J.
DATE : 20th AUGUST, 2025

P.C. :

1. This matter was kept back in the morning session as the learned Counsel appearing in the matter had sought some time to iron out the differences in the draft issues.

2. When the matter is called out in the afternoon session, learned Counsel tender across the bar consolidated list of issues and submit that the issues be framed. Accordingly, the following issues are framed by consent:-

ISSUES

1. Whether the Plaintiff proves that the allotment of the Flat No. 702 along with three car parking spaces at Signia Isles, Bandra Kurla Complex (“**Suit Flat**”), was part of the additional consideration for sale of the said Land and was to be allotted to the Plaintiff without payment of any amount towards purchase thereof?
2. Whether the Defendants prove that Defendant No. 2 and 3 were liable to execute a Sale Deed with respect to Flat No. 702 only after the Plaintiff paid the amount of Rs. 16,01,70,105/- being the consideration mentioned in the allotment letter?
3. Whether the present Suit is to be dismissed for suppression of facts and documents by the Plaintiff?
4. Whether there was a concluded contract between the Plaintiff and the Defendants for sale of the Suit Flat?
5. Whether the Defendants prove that the suit is not maintainable?
6. Whether the Plaintiff was ready and willing to perform obligations in relation to the Letter of Allotment for the Suit Flat?
7. Whether Defendant No. 1 and Defendant No. 2 (a) are separate legal and independent entities?
8. Whether the present Suit is bad for misjoinder of parties?
9. Whether the Plaintiff proves that the Plaintiff is entitled to a decree directing the Defendants jointly and severally to execute a sale deed in respect of Flat no. 702 and three car parking spaces in Signia Isles, Bandra Kurla Complex, Mumbai in favour of the Plaintiff and to convey, transfer and hand over possession of the same to the Plaintiff?

10. In addition to Issue No. 9 above, whether the Plaintiff proves that he is entitled to a decree directing the Defendants jointly and severally to pay interest at the rate of 18% on the value of the suit flat being Rs. 16,01,70,105/- from the date of Share Purchase Agreement, i.e., 4th January 2012 till the Defendants hand over and execute conveyance deed in favour of the Plaintiff ?

11. Whether the Plaintiff proves that, in the event if the Plaintiff does not prove to be entitled to a decree of specific performance, he is entitled to a decree:

(i) directing the Defendants to jointly and severally pay the Plaintiff an amount of Rs. 16,01,70,105/- being the value of the Suit Flat as reflected in the escrow agreement dated 6th June 2011 along with interest at the rate of 18% p.a. from the date of the execution of the Share Purchase Agreement, i.e., 4th January 2012 till the date of filing of the suit and further interest at the rate of 18% p.a. on Rs. 16,01,70,105/- from the date of filing of the suit till payment / realisation?

(ii) Directing the Defendants to jointly and severally pay the Plaintiff Rs. 3,26,31,779/- being the loss to claim tax benefit that may be caused to the Plaintiff under the Income Tax Laws along with interest at 12% p.a from 16th March 2012 (i.e., after the last date of payment of advance tax) till filing of the suit and further interest at 12% p.a. on Rs. 3,26,31,779/- till payment / realisation?

12. What reliefs?

13. Whether the Plaintiff is entitled to the costs of the present Suit?

3. Let the Plaintiff within a period of six weeks file affidavit in lieu of examination in chief along with compilation of documents duly indexed and paginated along with list of witnesses and serve the same upon the other side.

4. Discovery and inspection to be completed within a period of two weeks thereafter.
5. Statement of admission and denial be filed within a period of two weeks thereafter with copy to the other side.
6. List on **12th November, 2025** for marking of the Plaintiff's documents.
7. Let the Plaintiff/Plaintiff's witness remain present on the next date.

(ABHAY AHUJA, J.)

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