

S-54, 57 & 63

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IN THE HIGH COURT OF DELHI AT NEW DELHI

+ ARB.P. 499/2012 & I.A.No.2083/2013

REGUS BUSINESS CETNRE(DELHI) PVT LTD Petitioner
Through Mr.Rajiv Nayar, Sr.Adv. with
Mr.Sujoy Kumar & Mr.Arindam
Ghose, Advs.

versus

ABW INFRASTRUCTURE LTD & ORS Respondents
Through Mr.B.K.Sood, Adv. with Mr.Dinesh
Kumar & Mr.Archit Vasudeva, Advs.
for R-1 & R-2.
Ms.Bina Gupta, Adv. for R-3 to R-5.

+ CS(OS) 2906/2011 & I.A.No.18690/2011

REGUS BUSINESS CETNRE(DELHI) PVT LTD Petitioner
Through Mr.Rajiv Nayar, Sr.Adv. with
Mr.Sujoy Kumar & Mr.Arindam
Ghose, Advs.

versus

ABW INFRASTRUCTURE LTD & ORS Respondents
Through Mr.B.K.Sood, Adv. with Mr.Dinesh
Kumar & Mr.Archit Vasudeva, Advs.
for D-1 & D-2.
Ms.Bina Gupta, Adv. for D-3 to D-5.

+ O.M.P. 576/2011 & I.A.Nos.13390/2011 & 15318/2011

REGUS BUSINESS CETNRE(DELHI) PVT LTD Petitioner
Through Mr.Rajiv Nayar, Sr.Adv. with
Mr.Sujoy Kumar & Mr.Arindam
Ghose, Advs.

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ABW INFRASTRUCTURE LTD & ORS

..... Respondents

Through

Mr.B.K.Sood, Adv. with Mr.Dinesh
Kumar & Mr.Archit Vasudeva, Advs.
for R-1 & R-2.

Ms.Bina Gupta, Adv. for R-3 to R-5.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN SINGH

ORDER

31.05.2013

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The parties have settled their disputes in the following terms and conditions:-

- (i) Payment of maintenance charges by plaintiff at prevalent rates w.e.f. 1st April, 2013.
- (ii) All the defences open to defendant No.2 can be availed by said defendant. It is also open to the plaintiff to raise all its contentions in accordance with law.
- (iii) ABW Infrastructure Ltd., defendant No.1 being not a proper party, is to be deleted.
- (iv) Plaintiff to withdraw two petitions (OMP & ARB.) and suit will be continued for adjudication of disputes.
- (v) Plaintiff to sign Maintenance Agreement with defendant No.2 within 7 days from the date of order.
- (vi) Defendant No.2 not to disconnect electricity or deprive the plaintiff of facilities provided to plaintiff on account of non-payment of maintenance charges as demanded by defendant No.2 for the period between January, 2008 till 31st March, 2013, which are subject matter of adjudication in the present suit.
- (vii) For future default, if any, the defendant No.2 to be at liberty to take action in terms of the Maintenance Agreement.

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In view of the above said terms and conditions, the petitioner, Regus Business Centre (Delhi) Pvt. Ltd. seeks to withdraw the Arb.P.No.499/2012 and OMP No.576/2011. As prayed, both the petitions are dismissed as withdrawn. However, the suit being CS(OS) No.2906/2011 will survive. All the pending applications in both the petitions also stand disposed of being infructuous. The interim order as passed on 4th August, 2011 in OMP No.576/2011 is substituted in view of the terms and conditions mentioned above.

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List the suit being CS(OS) No.2906/2011 before the roster Bench on 6th August, 2013, subject to orders from Hon'ble the Judge Incharge (Original Side).

Copies of this order be given *dasti* to the learned counsel for the parties, under the signatures of the Court Master.

MAY 31, 2013/ka

MANMOHAN SINGH, J.