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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
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+ **O.M.P.(I) (COMM.) 73/2016**
RADICO KHAITAN FINANCE LTD. Petitioner
Through: Mr. Jeevesh Nagrath, Mr. Pratham
Sharma, Mr. Chetan Gautam, Advocates.

versus

E.T. INFRA DEVELOPERS PVT. LIMITED Respondent
Through: Mr. Akhilesh Arora, Mr. R.N.
Tiwary, Advocates.

+ **And**
O.M.P.(I) (COMM.) 109/2016

PARVATI HOLDINGS PVT. LTD Petitioner
Through: Mr. Jeevesh Nagrath, Mr. Pratham
Sharma, Mr. Chetan Gautam, Advocates.

versus

E.T. INFRA DEVELOPERS PVT LIMITED & ANR..... Respondents
Through: Mr. Akhilesh Arora, Mr. R.N.
Tiwary, Advocates.

CORAM: JUSTICE S. MURALIDHAR

% **ORDER**
16.11.2016

Cav No. 240 of 2016 in O.M.P.(I) (COMM.) 73/2016

1. Since learned counsel for the Respondent has put in appearance the caveat is discharged.

O.M.P.(I) (COMM.) 73/2016 & IA 4627/2016

O.M.P.(I) (COMM.) 109/2016

O.M.P.(I) (COMM.) 73/2016 & O.M.P.(I) (COMM.) 109/2016

2. Learned counsel for the parties state that an Arbitrator is already in place and that their claims and counter claims will be filed soon.

3. There is an interim order passed by this Court on 14th March 2016 in OMP (I) (Comm) 73 of 2016, noting that possession of the property i.e., Corporate Suite No. 705 on 7th Floor at World Trade Tower at B-224, Sector-16, Noida (to be read as C-001) has already been handed over to M/s Supreme Industries, the lessee in the premises. The Court directed M/s Supreme Industries as well as E.T. Infra Developers Pvt. Limited ('ETIDPL') to maintain *status quo* as of date in respect of the title and possession.

4. Subsequently, a Local Commissioner ('LC') was appointed to inspect the premises and file a report about the "existing state of affairs therein". The LC has filed the report enclosing photographs to show that the premises were being fitted out as on the date of the visit of the LC. However, the Petitioner does not question that M/s Supreme Industries has been put in possession thereof. What is prayed is that rent/security deposit collected from M/s Supreme Industries should be secured by directing ETIDPL to place it in fixed deposit during the pendency of the arbitral proceedings.

5. As far as OMP(I)(Comm) 109 of 2016 is concerned, it is pointed out by the learned counsel for ETIDPL that there are some ambiguities that have resulted from the order passed by this Court on 6th April 2016, requiring the parties to maintain the *status quo* in respect of the Corporate Suite No. 705-A which is adjoining to Corporate Suite No. 705, which has also been given *O.M.P.(I) (COMM.) 73/2016 & O.M.P.(I) (COMM.) 109/2016*

to M/s Supreme Industries. It is stated that in view of the said *status quo* order M/s Supreme Industries has stopped paying rent for even Corporate Suite No. 705 because it is not able to use that portion.

6. It is clarified that the premises i.e. Corporate Suite No. 705-A can continued to be occupied by M/s Supreme Industries and this is without prejudice to the rights and contentions of the Petitioner herein and subject to the outcome of the arbitral proceedings. M/s Supreme Industries should now start paying the arrears of rent/security deposit as well as current rent as agreed between it and the Respondent No.1. The security deposit as well as the rents received thus far by ETIDPL for Corporate Suites 705 and 705A should be placed in fixed deposit with any scheduled bank and a copy of the Fixed Deposit Receipt (FDR) be handed over to the counsel for the Petitioners within two weeks. The FDR shall be kept renewed during the arbitral proceedings and will be subject to further order that the learned Arbitrator may pass in an application that may be filed by either party under Section 17 of the Act. The interim orders passed by this Court are directed to continue till such time the learned Arbitrator modifies or varies them in accordance with law in an application that may be filed by either party under Section 17 of the Act..

7. The petitions are disposed of in the above terms. The pending application is also disposed of.

S. MURALIDHAR, J

NOVEMBER 16, 2016/mg

O.M.P.(I) (COMM.) 73/2016 & O.M.P.(I) (COMM.) 109/2016

Page 3 of 3