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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

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Date of Decision: 20.03.2015

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CS(OS) 2564 of 2011

ANUPAM THEATRES & EXHIBITORS PVT. LTD. Plaintiff

Through: Mr. B.B. Gupta, Mr. Udyan Srivastava &
Mr. Sanyam Khetrapal, Advs.

versus

KINGDOM OF I CLOTHING PVT. LTD. Defendant

Through: *Ex parte* vide order dated 9.12.2014.

CORAM:

HON'BLE MR. JUSTICE NAJMI WAZIRI

NAJMI WAZIRI, J. (Oral)

1. This is a suit for ejectment and mesne profits. The defendant has been proceeded *ex parte*. *Ex parte* evidence of the plaintiff has been recorded. The plaintiff is the owner and landlord of commercial space admeasuring approximately 1150 sq.ft. being Unit No.FF-105A, First Floor, C-Block in Ansal Plaza, Khel Gaon Marg, New Delhi-110049 (for short the '*suit property*') by virtue of an allotment-cum-ownership letter issued by the builder dated 16.3.2005 (Ex.PW1/3).
2. The property was let out to the defendant at a monthly rent of Rs.2,01,250/- calculated @ Rs.175/- per sq.ft. Additionally, the defendant had further agreed to pay an amount of Rs.25/- per sq.ft. per month towards maintenance charges to the concerned

maintenance agency. This has been admitted by the defendant in a suit filed by it before the learned Senior Civil Judge (South East), Saket, District Courts, New Delhi (Ex.PW1/9), wherein the defendant has admitted as under:

“2. That the Defendant Company is the owner of the commercial space admeasuring approximately 1150 sq.ft. being Unit No.FF-105A, First Floor, C-Block, Ansal Plaza, Khel Gaon Marg, New Delhi, hereinafter referred to as ‘Suit Property’. That site plan of the suit property is annexed as Annexure-A.

3. That the employees of Defendant Company approached the Plaintiff Company and represented there was some tremendous business opportunity and floated the idea that the Plaintiff Company should take on lease the property at Ansal Plaza, Khel Gaon, New Delhi. That the employees of Defendant Company further assured the Plaintiff Company that the footfall in the Ansal Plaza are tremendous and there will be huge profits from the said premises. They also assured that all ancillary services and facilities shall be fully taken care of so as to provide a conducive business and commercial environment.

4. That relying on the representations and assurances of the representatives of Defendant Company the Plaintiff Company took on lease the suit property from the Defendant Company. That the documents qua the same are in the power and possession of the defendant company. That the plaintiff company reserves its rights to call for the said documents from the defendant company, if so required, at a subsequent stage.

5. That the Plaintiff Company paid a sum of Rs.2,01,250/- (Rupees Two Lacs One Thousand Two Hundred and Fifty only) vide cheque bearing No.078309 dated 26.10.2009 as advance and paid sum of Rs.4,02,500/- (Rupees Four Lac Two Thousand and Five Hundred only) vide cheque bearing

No.078355 dated 11.12.2009 towards security.”

3. The said suit was ultimately disposed off upon an undertaking of the plaintiff herein that it would not dispossess the defendant herein except by due process of law.
4. The tenancy commenced from 1.1.2010. The monthly rent was paid till 20.4.2011. The statement of account reflecting payment by the defendant-Company, tabulated by the plaintiff-Company (Ex.PW1/4) has not been rebutted by the defendant. A notice of termination dated 21.7.2011 (Ex.PW1/5) was issued to the defendant because no rents were paid for the suit property since 1.4.2011. The notice was duly served upon the defendant through courier and registered post and the proof of service is exhibited as Ex.PW1/6 and PW1/7 respectively. The acknowledgement card is exhibited as Ex.PW1/8. The suit property has not been vacated by the defendant ever since. Therefore, the plaintiff seeks possession of the suit property.
5. The averments in the plaint and the evidence of the plaintiff are unrebutted. A case is made out for the grant of reliefs sought in the plaint. The *mesne* profits claimed are in terms of the admitted rate of rent.
6. The suit is accordingly, decreed in terms of prayers (a), (b) & (c) of the plaint along with interest on the outstanding rent @ 8 per cent per annum from each successive date when the rent was payable.
7. Mr. B.B. Gupta, the learned counsel for the plaintiff submits that

the plaintiff shall pay the balance court fee, as may be, in terms of the decree.

8. The suit is disposed off in the above terms.
9. A decree sheet be drawn up accordingly.

MARCH 20, 2015
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NAJMI WAZIRI, J.