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

+ **W.P.(C) 3880/2015 and CM No.6930/2015**

BHUWAN CHANDRA PANDEY AND ANR. Petitioners

Through: Mr. Sanjeev Narula, Advocate

versus

DELHI STATE INDUSTRIAL AND

INFRASTRUCTURE DEVELOPMENT

CORPORATION LIMITED (DSIIDC) AND ANR. Respondents

Through: Ms. Renuka Arora, Advocate

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

% 26.05.2015

1. The petitioner had approached this court with the following reliefs :

“..issue a writ in the nature of Mandamus, or any other appropriate writ, order or direction commanding the Respondents to comply with their letter No. DSIIDC/IMFL/UN/L-6/2014/201 dated 20.11.2014 and execute a rent agreement for the Premises situated at A 5/8, Krishna Nagar, New Delhi – 110 051 and pay the outstanding arrears of rent for the Premises due from 27.11.2014 to be computed @ Rs.65,000/- per month and additional interest @ 18% interest per month till the date of actual payment in terms thereof;

2. Notice in this petition was issued on 21.04.2015. Since then an affidavit has been filed by respondent no.1.

2.1 The learned counsels have put forth their respective submissions.

2.2 What has come through clearly is that the premises in issue which was taken by respondent no.1 for running a liquor vend were handed over to the respondent on 27.11.2014. Respondent no.1 has taken the stand that permission to run the liquor vend was withdrawn by the Excise Department on 28.11.2014. However, for some reason, there was no communication issued to the petitioner, to that effect, till 23.04.2015.

2.3 In these circumstances, Ms. Arora says that the said respondent is willing to hand over the physical possession of the premises in issue by 28.05.2015.

2.4 Mr. Narula says that his client would be quite happy to accept the physical possession of the premises in issue subject to payment of rent for the period spanning between 27.11.2014 and 23.04.2015.

2.5. I may only note that there is no dispute that the agreed monthly rent for the subject premises is Rs.65,000/- per month and not Rs.60,000/- per month as recorded in the previous order dated 21.04.2015.

3. In these circumstances, the petition is disposed of with a direction to respondent no.1 to hand over the physical possession of the subject premises to the petitioners on 28.05.2015.

3.1 Furthermore, respondent no.1 will pay the arrears of rent to the petitioners for the period falling between 27.11.2014 and 23.04.2015.

The reason, the termination date is chosen as 23.04.2015, is on

account of the fact that this was the only point in time, the petitioner, was put to notice that the respondent was desirous of surrendering the premises in issue. Having had possession of the premises; albeit constructively, is, to my mind, a good enough reason to direct payment of compensation in the form of rent, as demanded. The payment of the rent will be paid within ten days from today.

4. With the aforesaid observations in place, the captioned petition and the pending application are disposed of.

RAJIV SHAKDHER, J

MAY 26, 2015

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