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

+ CS(OS) 3223/2014 & I.As. 20687/2014, 3367/2015

KAVI GHEI & ANR Plaintiffs
 Through Mr. Vinay Sharma, Advocate

versus

M/S SAFFRON REFCON PVT LTD & ORS Defendants
 Through Mr. Chayan Sarkar with Mr. Bipul
 Kedia, Advocates for D-1 and 2.

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Date of Decision : 7th April, 2015

CORAM:
HON'BLE MR. JUSTICE MANMOHAN

J U D G M E N T

MANMOHAN, J: (Oral)

1. Present suit has been filed for possession, recovery, mesne profits and injunction. The prayers in the plaint are reproduced hereinbelow:-

- (i) *The decree for possession may kindly be passed in favour of the plaintiffs and against the defendants in respect of suit property i.e. office space bearing no.A-101, 10th floor, in building Himalaya House, situated at 23, Kasturba Gandhi Marg, New Delhi measuring 1874 sq. feet along with fittings and fixtures, more particularly shown red in the site plan attached along with the plaint;*

- (ii) *A decree for arrears of Rent @ 2,80,000/- p.m. for the month of August, 2014 amounting to Rs. 2,80,000/- along with pendente lite and future interest @12% p.a. till realization.*
- (iii) *A decree for mandatory injunction directing the defendants to pay the electricity and maintenance charges or in the alternative a decree of Rs. 51,128/- towards the electricity and maintenance charges for the period upto September, 2014 and future electricity and maintenance charges till the date of handover of possession.*
- (iv) *A decree for 8,80,000/- as damages for the month of Sept 2014 for unauthorized use and occupation charges @ Rs. 20,000/- per day plus Rs. 2,80,000/- per month as per the lease deed which is the market prevalent rate;*
- (v) *A decree for future damages/mesne profit @ Rs. 20,000/- per day plus the agreed lease rent of Rs. 2,80,000/- per month from the date of the suit till the possession of the suit premises is handed over to the plaintiff may kindly be passed in favour of the plaintiff and against the defendants;*
- (vi) *A decree of Mandatory Injunction may be passed in favour of the plaintiff and against the defendants directing the defendants to deliver the TDS certificate to the plaintiff with regard to the rent for the period of April, 2014 to September, 2014.*
- (vii) *Costs of the suit may also be awarded to the plaintiff against the defendants.*

2. The right of the defendants to file written statement was closed on 10th February, 2015.

3. It is the case of the plaintiffs that they are owner of the office space bearing no. A-101, 10th Floor, Himalaya House Building situated at 23, Kasturba Gandhi Marg, New Delhi shown as red in the site plan.
4. Learned counsel for the plaintiffs states that defendant no. 1-company was inducted as a tenant by way of a registered Lease Agreement dated 31st October, 2013 at a monthly rent of Rs. 2,80,000/-.
5. It has also been averred in the plaint that the defendants defaulted in payment of rent in November, 2013 as well as July and August, 2014. In the plaint it has further been stated that the tenancy was terminated on 11th August, 2014 by way of a legal notice.
6. Since no written statement has been filed, the averments in the plaint are taken to be true and correct.
7. In any event, as the property was leased out by a registered document, relationship of landlord and tenant between the parties is admitted.
8. Further, as rent paid was in excess of Rs. 3,500/-, this Court is of the view that defendants are not entitled to any protection under Delhi Rent Control Act, 1958.
9. Also, as the tenancy has been terminated by way of a legal notice dated 11th August, 2014, this Court is of the view that the plaintiff is entitled to relief of the possession. Accordingly, suit for possession is decreed in terms of prayer (i) of the plaint.
10. The outstanding rent for the month of August, 2014 shall also be paid at Rs. 2,80,000/- as mentioned in the plaint.
11. At this stage, learned counsel for plaintiffs states that he confines his relief for recovery of mesne profit at the admitted rate of rent of

Rs. 2,80,000/- per month as stipulated in the lease deed.

12. Since the monthly rent stipulated in the registered lease deed was Rs. 2,80,000/- and the lease was to be valid till 31st October, 2016, this Court decrees the suit for recovery of mesne profits at the rate of Rs. 2,80,000/- per month from 1st September, 2014 till the date of handing over of vacant physical possession of the suit premises.

13. It is clarified that the defendants shall be liable to pay the electricity, water and maintenance charges as well as furnish TDS certificates till the date of handing over of possession. Needless to say, if any advance or security deposit is lying with the plaintiffs, the same shall be adjusted against the aforesaid outstanding amounts.

14. The defendants shall be liable to pay interest @ 12% per annum on the outstanding amount from the date of decree till realisation of the said amount. Registry is directed to prepare the decree sheet accordingly.

15. Consequently, present suit and pending applications stand disposed of.

MANMOHAN, J

APRIL 07, 2015

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