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

+ CS(OS) 3224/2014 and I.A. 20689-20690/2014

MALTI JAIN & ANOTHER Plaintiffs

Through: Mr. Kunal Kher and Mr. Rishi
Manchanda, Advocates

versus

BLUE COAST HOTELS LTD Defendant

Through: Mr. Varun Arora, Advocate with
Mr. Manoj Sharma, Manager (Admn.) of the
defendant in person.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
21.04.2015

1. On the last date of hearing, Mr. Manoj Sharma, Manager (Admn.) of the defendant had appeared and stated that he had brought two drafts for a sum of ₹4,81,256/- each in favour of the plaintiffs No.1 and 2 respectively on account of part payment towards use and occupation charges in respect of the suit premises.

2. Today, counsels for the parties jointly state that after the last date of hearing, they have been able to negotiate a settlement under which, the defendant has agreed to hand over to the plaintiffs, vacant peaceful physical possession of the suit premises bearing flat No.411, Antriksh Bhawan, 22, Kasturba Gandhi Marg, New Delhi, on or before

30.09.2015. It has been further agreed between the parties that the defendant shall continue paying the rent @ ₹1,17,540/- per month to the plaintiffs, on or before the 7th day of each calendar month, till 30.09.2015.

3. It is stated by learned counsel for the plaintiff that the defendant is in default of payment of rent @ ₹1,17,540/- per month to the plaintiffs in respect of the suit premises for the period w.e.f. June, 2013 to April, 2015, which totals to ₹30,37,563/-, and includes the service tax component. After deducting the TDS on the aforesaid amount, the balance amount payable comes to ₹27,33,807/-.

4. Learned counsel for the defendant states that he has brought two drafts totalling to ₹9,62,512/-, drawn in favour of the plaintiff Nos.1 & 2 as detailed below:-

<u>DD No.</u>	<u>Date</u>	<u>Bank</u>	<u>Amount</u>
368194	16.04.2015	ICICI Bank, Connaught Place, New Delhi.	₹4,81,256/-
368195	16.04.2015	ICICI Bank, Connaught Place, New Delhi.	₹4,81,256/-

5. The same are handed over to counsel for the plaintiffs. Apart from the aforesaid amount, counsel for the defendant submits that they have handed over two post dated cheques for ₹3,60,942/- each

drawn in favour of the plaintiffs No.1 and 2 to the other side.

6. If the aforesaid two post date cheques are added to the amounts already paid by the defendant on the last date and the amounts subject matter of the two drafts tendered to the other side today, the plaintiff would have received a sum of ₹26,46,908/-, thus leaving arrears of rent to the tune of ₹86,999/-.

7. Counsel for the defendant states on instructions that the sum of ₹86,999/- alongwith the TDS certificates for the period w.e.f. June, 2013 to March, 2015 shall be handed over to the plaintiffs on or before 30.04.2015.

8. It is agreed by the parties that in case of default on the part of the defendant of payment of the monthly rent/use and occupation charges payable to the plaintiffs, it shall hand over vacant peaceful possession of the suit premises to the plaintiffs within one month from the date of committing the said default, and make good the rent for the period during which the premises was under its occupation, at the time of handing over possession to the plaintiff.

9. It has further been agreed between the parties that the plaintiffs shall refund the advance rent/security deposit, if any, paid by the defendant when it hands over vacant peaceful possession of the suit premises to them, subject to adjustment of outstanding rent/dues, if

any, in respect of the suit premises and subject to deduction of amounts, if any, on account of wear and tear in respect of the suit premises.

10. In view of the aforesaid submissions made by the counsels for the parties, nothing further survives for adjudication in the present suit. The parties are bound by the statements made on their behalf and recorded above.

11. The suit is disposed of alongwith the pending applications.

12. In token of their acceptance of this order, both the parties and their counsels shall affix their signatures on today's order sheet.

HIMA KOHLI, J

APRIL 21, 2015

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