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

+ **CS(COMM) 438/2016**

M/S RAGHAV COLD STORAGE PVT LTD

..... Petitioner

Through: Mr. Maneesh Goyal, Advocate

versus

M/S SOBELL FINANCE LTD

..... Respondent

Through: Mr. S.B. Sinha, Advocate

CORAM:

HON'BLE MR. JUSTICE VIPIN SANGHI

ORDER

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03.06.2016

Mr. Arvind Tyagi, the Managing Director of defendant is present in person in court. He has made a statement and undertaken to the court that the suit premises shall be positively vacated and possession be delivered to the plaintiff on or before 20.06.2016. He further undertakes to the court that the dues of the plaintiff towards outstanding rent as claimed in the suit (i.e. the rent/ occupation charges @ Rs.3,24,035/- - which includes service tax and is arrived at after deducting tax at source, shall be cleared in six-monthly instalments from first week of each calendar month beginning July 2016, after adjusting the security of Rs.33,96,000/- already lying with the plaintiff. He further undertakes that the defendant shall furnish the TDS certificate punctually. He also undertakes that the defendant shall also pay

the electricity and maintenance arrears, and dues till vacation. This undertaking is accepted by the plaintiff as well. Accordingly, the said undertaking of the defendant is accepted and he shall remain bound by the said undertaking to the court.

Learned counsel for the plaintiff assures that in view of the aforesaid undertaking on behalf of the defendant, the plaintiff shall give instructions to the maintenance agency/ security agency at the building in question to permit the defendant to remove its goods and assets without any hindrance.

Learned counsel for the plaintiff states that in view of the aforesaid undertaking given by the defendant, the plaintiff shall request the concerned courts dealing with the proceedings under section 138 of the Negotiable Instruments Act to adjourn the proceedings to enable the defendant to comply with the undertaking. The concerned court may, accordingly, adjourn the proceedings till December 2016.

If case of default and breach of the undertaking given to the court, it shall be open to the plaintiff to pursue the criminal proceedings and also initiate action for contempt of court on account of breach of undertaking.

The suit stands disposed of in the aforesaid terms.

VIPIN SANGHI, J

JUNE 03, 2016

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