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

Pronounced on: 11th January, 2016

+ CS(OS) 2910/2014, I.A. 6352/2015 and 6353/2015

M/S MADAN VERMA & SONS(HUF) & ORS Plaintiffs

Through: Mr. Vibhor Garg and Mr. Madan
Verma, Advs.

versus

M/S AURA EDUTECH INDIA PVT LTD & ORS Defendants

Through: *Ex parte*

CORAM:

HON'BLE MR. JUSTICE NAJMI WAZIRI

NAJMI WAZIRI, J. (Open Court)

1. This is a suit for possession, recovery, permanent injunction, damages, mesne profits, interest and costs.
2. It is the plaintiffs' case that plaintiff no. 1 is an HUF. The suit has been filed by its Karta namely Mr. Madan Verma. Plaintiff nos. 2 and 3 are the wife and daughter respectively of the Karta. The suit property constitutes Flat Nos. 1201A, 1222B, 1201, 1201B, 1204, 1205 & 1208A measuring a total of 3335 sq. ft. super area and located on 12th floor, Devika Tower, 6 Nehru Place, New Delhi together with the rights of entrance, passage and other easement rights belonging to the said premises.
3. The suit property was let out to defendant no. 1 through defendant nos. 2, 3 and 4 for a monthly rent of Rs. 3 lakhs through three

registered lease agreements, all dated 21.04.2012 (Ex.PW1/6 to PW1/8 (Collectively)]. These agreements came into operation on 01.04.2012. Defendant nos. 2 and 3 are persons in control of the defendant no. 1-company and defendant no. 4 is the employee / authorised representative of defendant no. 1.

4. It is the plaintiffs' case that the defendants have not paid any rentals since 01.04.2013 and have continued to be in possession of the suit property. Through a legal notice dated 24.08.2013 (Ex.PW1/15), the plaintiffs have sought vacant physical possession of the suit property and *mesne* profit at the rate of Rs. 5 lakhs per month. The amount claimed as due in terms of the prayer clause is Rs.84,30,303/-.
5. Although, defendant nos. 2 and 3 filed their written statements, the lessor, i.e., defendant no. 1, has not filed its written statement. Vide order dated 24.07.2015, the defendants were proceeded *ex parte*.
6. The plaintiffs have led *ex parte* evidence in support of the plaint through the Karta Mr. Madan Verma, PW-2 is an Officer from the office of the Registrar of Companies who brought records to show that defendant nos. 2 and 3, who had claimed to have resigned in the year 2010, continued to sign as Directors of defendant no. 1 even in the year 2011. Therefore, the lease agreement whereby the suit property was leased out to defendant no. 1 was at the behest of defendant nos. 2 and 3.
7. There is no rebuttal of the plaintiffs' case. The fact that the suit property is in the possession and enjoyment of defendant no. 1 is not controverted nor is it denied that an amount of Rs. 3 lakhs was being

paid by defendant no. 1 to the plaintiffs every month for the use and occupation of the suit property from 01.04.2012 to 01.04.2013.

8. The Court is of the view that the plaintiffs have made out a case for grant of certain reliefs. The defendants are liable to pay amount of rent in terms of the lease deeds. Therefore, the defendants shall pay the amount in terms of the agreements, i.e., Rs. 3 lakhs per month. For the subsequent period too, the defendants ought to continue to pay a similar rate of rent, i.e., Rs. 3 lakhs per month along with interest on the arrears of rent till realisation of the entire amount.
9. Considering the above, there is no reason as to why the prayers sought in the suit should not be granted. Hence, the suit is decreed in the following terms:
 - a. The defendants shall pay a monthly rent of Rs. 3 lakhs since 01.04.2013 till the vacation of the premises with interest on arrears @ 15% till the date of realisation.
 - b. Utilities charges, including electricity, water, sanitation, etc. as per user or levied or leviable to the suit property for the duration of its occupation by the defendants shall be paid by the defendants to the plaintiffs.
 - c. For the rental amounts paid between 01.04.2012 to 01.04.2013, the defendants shall furnish to the plaintiffs details of the TDS effected by them and furnish TDS Certificates for the deductions made by them within one month from today.

- d. The possession of the suit property i.e. Flat Nos. 1201A, 1222B, 1201, 1201B, 1204, 1205 & 1208A, situated at 12th floor, Devika Tower, 6 Nehru Place, New Delhi is decreed in favour of plaintiff no. 1 through Karta – Mr. Madan Verma. Possession of the suit property, in good repair, shall be handed over to plaintiff No.1, through its afore-named Karta, within four weeks from today.
- e. The defendants and its agents/ employees are restrained from damaging the said premises and from creating any third party interest, right or possession in the suit property.
- f. Cost of litigation is fixed at Rs. 1 lakh.

Decree sheet be drawn accordingly.

The suit is disposed off in the above terms.

January 11th, 2016/P

NAJMI WAZIRI, J.