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

+ ARB.P. 673/2015

ANIL SARIN & ORS Petitioners
Through Mr.Rohit Kumar, Adv.

versus

COSMOS INFRA ENGINEERING INDIA LTD THROUGH
MANAGING DIRECTOR Respondent
Through Dr.Sarbjit Sharma, Adv. with
Ms.Shridhika Verma &
Ms.Priamvada Suroha, Advs.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN SINGH

ORDER

% **17.03.2016**

Learned counsel for the respondent has referred the order dated 14th March, 2015 passed in contempt case No.117/2016. The same is reproduced as below:-

“1. Learned counsel for the petitioner submits that the respondents have not paid the Service Tax for the period December, 2015 to February, 2016 @ Rs.89,000/- per month.

2. Learned counsel for the respondents, on instructions from the respondents, submits that the Service Tax shall be paid to the petitioners within one week. It is further submitted that the respondents shall continue to pay the future occupation charges @ Rs.5 lakh per month in terms of the order dated 16th December, 2015 along with Service Tax of Rs.89,000/- per month to the petitioners in advance by 15th of each English calendar month. It is submitted that the occupation charges of Rs.5 lakh and Service Tax of Rs.89,000/- for the month of March, 2016 shall be paid to the petitioners within one week

from today. It is further submitted that the respondents shall continue to deposit Rs.75,000/- per month with this Court in terms of the order dated 16th December, 2015.

3. Let an undertaking to this effect be filed by the respondents within one week.

4. This petition is disposed of in terms of the statement of the respondents made today and the undertaking directed to be given within one week.

5. Copy of this order be given *dasti* to counsels for the parties under signatures of the Court Master.”

Learned counsel for the respondent without prejudice submits that the respondent shall pay the rent @ Rs.5,75,000/- per month to the petitioners along with service tax. Learned counsel for the petitioners states that since the parties are ready for settlement, the petitioners are agreeable to the suggestion made by the respondent and the present petition be disposed of. All other terms and condition of the lease deed will be binding upon the parties.

The petition is disposed of accordingly.

MANMOHAN SINGH, J.

MARCH 17, 2016/vp