

CR-8314-2015(O&M)

Date of Decision: 29.09.2017

State Bank of India

...Petitioners

V/s.

Darshan Kaur through LRs Kanwaljit Singh
and others

...Respondents

CORAM: HON'BLE MR. JUSTICE RAJIV NARAIN RAINA.

Present: Mr. I.P.S. Doabia, Advocate for the petitioner.

Mr. Manjit Singh, Sr. Advocate with
Mr. D.S. Randhawa, Advocate
for the respondents.

RAJIV NARAIN RAINA, J. (Oral).

The decision making authority in the State Bank of India in this region will sit with the landlord on 09.10.2017 at 11:00 AM in the Mediation and Conciliation Centre of this Court to draw lease deed in a fair manner and in proposed terms as mentioned in the letter dated 28.01.2016 addressed to the landlord by the Chief Manager under his signature. A photocopy of which has been produced in Court with the same taken on record as Mark A.

Mr. Manjit Singh Khaira, learned Sr. Advocate appearing with Mr. D.S. Randhawa, Advocate, on instructions from his client Mr. Kanwaljit Singh, who is present in Court and identified by Mr. D.S. Randhawa, is satisfied with the terms in the letter dated 28.01.2016 that the State Bank of India will retain the lease of demised premises situated on the Main Road, Model

Town, Ambala City with rental @ Rs.38/- per square feet per month and renewable after 5 years with an enhancement of rent @ 25%. Fairness demands that the State Bank of India to which have merged many State banks making it behemoth and interested in carrying out operations from the demised premises and paying due regard to the convenience of its customers in Ambala should renew the lease to operate at least from 01.04.2016 which is the beginning of the financial year 2016-2017 and pay the arrears of rent according to the lease deed proposed to be executed. The arrears of service tax will be paid till GST was enforced and thereafter condition 4 of the letter dated 28.01.2016 would be read as follows:-

“The goods and services tax will be reimbursed by the bank”

If there are any other terms found convenient to both parties, in addition to the terms proposed by the bank in the letter of Chief Manager, they are free to incorporate such terms and conditions in the lease deed. Needless to say that lease deed will be registered. With these observations and directions, the petition is disposed of with liberty to the parties to apply for further orders in case they are found necessary.

It is made clear that future rent will be paid by the accustomed date.

(RAJIV NARAIN RAINA)
JUDGE

29.09.2017
Divyanshi