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

+ **FAO(OS) 201/2017 & CM Nos.24356-24357/2017**

VINOD PURI

..... Appellant

Through : Mr. Mohit Chaudhary and
 Mr. Kunal Sachdeva, Advs.

versus

RAJ PURI & ORS

..... Respondents

Through : Mr. Rajesh Rawal, Adv. for
 R-1 to 3
 Mr. Abhishek Bhardwaj,
 Adv. for Ms. Sunita
 Rekhi/R-4
 Mr. Sameer Jain, Adv. for
 the tenant

CORAM:

HON'BLE THE ACTING CHIEF JUSTICE

HON'BLE MR. JUSTICE C.HARI SHANKAR

ORDER

% **18.07.2017**

CM Nos.24356-24357/2017 (exemption)

1. Allowed, subject to just exceptions.
2. The applications are disposed of.

FAO(OS) 201/2017 & CM Nos.24456/2017 (stay)

3. Learned counsels for the parties submit that the record necessary for consideration of the appeal has been placed and the appeal be heard.

With the consent of parties, the appeal has been heard.

4. Our attention is drawn to the order dated 22nd August, 2016 (at page 121) wherein the court was considering IA No. 5348/2013 filed by defendant no. 3 for permission to let out the property no.10-A, Ring Road, Lajpat Nagar-IV, New Delhi. On 22nd August, 2016, the defendant no.3 had restricted the prayer in the application to letting out only of ground floor of the said property. In para 11 of the order, the court had noted the liability of defendant no. 3 to pay *mesne* profits to the other parties for use of excess portion of the property, if it was so held. It was further recorded therein that the *mesne* profits would be a charge on his share in the property.

5. Effectively, the court had accepted the prayer for letting out the ground floor of the property no. 10-A, Ring Road, Lajpat Nagar-IV, New Delhi to the appellant subject to the above. The matter was thereafter adjourned only to enable the parties to bring a tenant. The record would show that on 10th July, 2017 (page 30), none of the parties other than defendant no.3 was able to bring a better proposal than the one offered by the defendant no.3 which was accepted by way of the impugned order.

6. We are informed by Mr. Mohit Chaudhary that there is urgency in the matter in as much as in case the lease deed was not immediately executed, there were serious chances that the proposed tenant may also reject the proposal.

7. The proposed lease deed has been examined before the learned Single Judge and has borne the court scrutiny.

In view thereof, the appellant is permitted to execute the lease deed with the proposed tenant in terms of the order dated 10th July, 2017 as accepted by the impugned order. The tenant shall pay the rent in terms of the agreement to the appellant who shall maintain quarterly accounts thereof and file them before the learned Single Judge with copies to the respondents.

8. The lease deed shall include the undertaking in terms of the order dated 22nd August, 2016 passed by the learned Single Judge. The order dated 22nd August, 2016 was accepted by all parties and had attained finality.

9. The order dated 10th July, 2017 is modified to the extent necessary.

The appeal is disposed of.

Dasti to parties.

ACTING CHIEF JUSTICE

C.HARI SHANKAR, J

JULY 18, 2017/kr