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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P.(I) 2/2018, Review Pet. No.92/2018 and CCP (O) No.21/2018
MOHAN SINGH Petitioner
Through : Mr.Harshbir Singh Kohli and
Ms.Jaspreet Kaur, Advocates with
petitioner in person.

versus

ESN FINANCE & CAPITAL SERVICES LTD. & ANR.
..... Respondents
Through : Mr.R.Y.Kalia, Advocate.

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

% **23.04.2018**

On 23.01.2018 following order was passed by this Court:-

“Learned counsel for the petitioner says that a lease agreement dated 27th November 2013 was entered into between the petitioner and the respondent No.1. The respondent No.1 is now being merged with M/s Gold Souk Finance and the petitioner apprehends the respondent may create third party interest in the property.

In the circumstances, notice be issued to the respondent by all modes, dasti as well, returnable for 23rd April, 2018 and in the meanwhile status quo qua the possession and title of the property be maintained by the respondents.

The premises is leased on rent @ Rs.80,000/- per month which is due since September, 2017. Respondent be also directed to make payment of the outstanding rent and continue to pay the same at the same rate at which the rent was last paid in August, 2017 without prejudice to the rights of the petitioner. Order dasti.”

The learned counsel for the respondents submits the lease deed dated 27.11.2013 as filed by the petitioner is a forged one as various portions of its paragraphs have been deleted deliberately from the original lease deed, the copy whereof been filed by the respondent along with Review Petition No.92/2018. Reference is made to para No.6 of Review Petition wherein the portions of paras allegedly

tampered with have been stated. Nevertheless, the respondent admits of the rate of rent to be ₹ 80,000/- per month - out of which 50% shall go to Mr.Mohan Singh and remaining 50% to Mr.Sohan Singh.

The learned counsel for the petitioners say the respondents are in arrears of rent since September, 2017 and the possession of the premises has now been handed over on 23.02.2018. Thus the rent for six months is outstanding. However, the learned counsel for the respondent says three months rent as security is already deposited with the petitioners which need to be adjusted. The learned counsel for the petitioner has no objection to the same.

In the circumstances, the remaining three months rent be deposited by the respondent within four weeks from today with the Registrar General of this Court.

With the consent of both the learned counsels the petition and pending applications are disposed of with the understanding that the petitioners shall initiate the process to appoint an arbitrator within four weeks from today, who shall adjudicate all the claims and counter claims of the parties. No order as to costs.

In case of failure on the part of the respondent in depositing the three month rental arrears within four weeks from today, the petitioners shall be at liberty to get the CCP (O) No.21/2018 restored.

YOGESH KHANNA, J

APRIL 23, 2018

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