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

+ **O.M.P.(I) (COMM.) 43/2018**

BRILLIANT GARMENTS PRIVATE LIMITED Petitioner

Through: Mr Anil K. Kher, Sr. Advocate with
Ms Namita Sharma, Advocates.

versus

YELLOW GREEN HOSPITALITY PRIVATE
LIMITED

..... Respondent

Through: Mr Deepak Vohra, Advocate.

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+ **O.M.P.(I) (COMM.) 44/2018**

BRILLIANT GARMENTS PRIVATE LIMITED Petitioner

Through: Mr Anil K. Kher, Sr. Advocate with
Ms Namita Sharma, Advocates.

versus

TEWARI HOSPITALITY PRIVATE
LIMITED

..... Respondent

Through: Mr Deepak Vohra, Advocate.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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10.04.2018

1. The petitioner has filed the present petitions under Section 9 of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act').

2. In OMP (I) (Comm) 43/2018, the petitioner, *inter alia*, prays that the respondent be restrained from inducting any third party or parting with the possession of the premises, that is, ground floor portion and entire first floor of the premises J-2/12, Rajouri Garden, New Delhi (hereafter ‘the said property’) and further direct the respondent to handover the vacant possession of the said premises to the petitioner. The petitioner has also prays for a direction to the respondent to deposit the arrears of rent amounting to ₹18,01,315/-.

3. In OMP (I) (Comm) 44/2018, the petitioner has made similar prayers in respect of the entire second floor and third floor with roof/terrace rights of the said property. The petitioner also prays for a direction to the respondent to deposit the arrears of rent amounting to ₹64,49,850/-.

4. The petitioner, who claims to be the owner of the said property, has leased the said property under two Lease Deeds dated 24.11.2015 – one in respect of the ground floor and the first floor, and the other in regard to the second and third floor along with roof/terrace rights.

5. The present petitions were moved on 29.01.2018, and this Court passed orders restraining the respondent from inducting any third party or parting with the possession of the said property till the next date of hearing. The *ad interim* order passed on that date is in continuance till date.

6. The learned counsel appearing for the respondent states that a sum of ₹18,01,315/- (which is claimed to be arrears of rent in OMP (I) (COMM) 43/2018) will be paid to the petitioner within a period of one week from today. He further states that arrears of rent as claimed in OMP (I) (COMM.) 44/2018 will be paid in equal instalments spanning over a period of six

months. The respondent is bound down to the said statement.

7. Since, there is no dispute that the respondent has taken the premises in question on lease and had executed the Lease Deeds dated 24.11.2015, the respondent shall also continue to pay the current lease rents as agreed under the aforesaid Lease Deeds on or before the 7th day of each calendar month.

8. The respondent shall also pay the tax deducted at source (TDS) on the lease rental as well as GST before 30.04.2018.

9. It is clarified that such payments are without prejudice to the rights and contentions of the parties.

10. The *ad interim* order passed on 29.01.2018 is also made absolute till the conclusion of the arbitral proceedings.

11. The petitioner shall ensure that the arbitral proceedings are commenced within a period of four weeks from today.

12. It is further clarified that it would be open for the petitioner to seek further orders of interim protection from the Arbitral Tribunal as and when constituted. It would be equally open for the respondent to seek modification/vacation of the order passed today.

13. The petition is disposed of in the above terms.

VIBHU BAKHRU, J

APRIL 10, 2018
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