

\$~39

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

+ **O.M.P.(I) (COMM.) 108/2018**

SAVITA BANSAL & ORS.

..... Petitioners

Through Ms Shalini Kapoor, Mr Dikshant Khanna,
Advocates.

versus

SHREE GANGAUR FOOD PRODUCTS INDIA PVT.
LTD. & ORS.

..... Respondents

Through Mr Subodh K. Pathak, Ms Pranita
Shekhar, Advocates for R1 and R2.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

%

12.03.2018

1. Issue notice. The learned counsel appearing for the respondents accepts notice and seeks time to file a reply.
2. The petitioners have filed the present petition under Section 9 of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act'), *inter alia*, praying as under:-

“a. Direct the Respondent no.1 Company to forthwith either deposit in this Hon'ble Court or pay to the Petitioners, an amount of Rs.95,51,646/- (Rupees Ninety Five Lakhs Fifty One Thousand Six hundred Forty Six) [comprising of an amount of Rs.84,18,590/- (Rupees Eighty Four Lakhs Eighteen Thousand Five Hundred Ninety) towards the outstanding Lease Rental, an Interest of Rs. 11,33,056/- (Rupees Eleven Lakhs Thirty Three Thousand Fifty Six)], alongwith future interest calculated w.e.f. filing of the petition

till the date of handing over the vacant peaceful possession of the tenanted premises.

b. Direct the Respondent No.1 Company to pay the damages of Rs.1,00,000/- (Rupees One Lakh) per day in terms of Clause 11.4 of the Lease Agreement dated 22.08.2016, w.e.f. 13.02.2018 till the “Demised Premises” is vacated by the Respondents along with interest on delayed payment, outstanding dues of Maintenance Charges, Electricity Charges, Water Charges and other statutory and other levies/amounts and damages due to be paid by the Respondent under the Lease Agreement dated 22.08.2016.

c. Direct the Respondent No.1 Company to hand over the vacant, peaceful and physical possession of the Commercial Unit property bearing no. E-370, Nirman Vihar, Delhi - 110092, consisting of basement, stilt parking, Ground Floor, First Floor, Second Floor and Third Floor with roof.”

3. The disputes between the parties stem from a “Leave and Licence Agreement” dated 22.08.2016 (hereafter ‘the Agreement’) entered into between the parties, whereby the respondents have been granted lease of the entire building consisting of a Basement, Stilt parking, Ground Floor, First Floor, Second Floor and Third Floor, along with the terrace and roof rights bearing the address E-370, Nirman Vihar, New Delhi -110092 (hereafter ‘the premises’). There is no dispute between the parties that they had entered into the Agreement.

4. The Agreement expressly provides that the respondents would pay a monthly licence fee of ₹12,51,000/- for the initial term of three years. The learned counsel appearing for the respondents do not dispute that the respondents are in occupation of the premises. In the circumstances, it is apparent that the respondents cannot be permitted to continue to occupy the premises without paying any lease rentals.

5. At this stage, the learned counsel appearing for the petitioners restricts her prayer to the payment of current lease rentals due with liberty to approach the Arbitral Tribunal with the remaining claims.
6. In view of the above, the present petition is allowed to the extent that the respondents are directed to pay of the current lease rentals due of ₹12,51,000/- per month on or before 7th day of each calendar month, as agreed under the Agreement. The lease rentals for the month of march shall be paid forthwith.
7. Insofar as the payment of arrears of lease rental and interest as claimed by the petitioners are concerned, the petitioners are at liberty to agitate their claims before the Arbitral Tribunal as and when constituted. This order would not preclude the petitioners from claiming such other measures of interim protection as may be advised.
8. The petition is disposed of in the above terms.
9. It is further clarified that all contentions of the parties are reserved.

VIBHU BAKHRU, J

MARCH 12, 2018

pkv