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

+ **W.P.(C) 2943/2018**

DELHIVERY PRIVATE LIMITED.

..... Petitioner

Through: Mr. Anil Sapra with Mr. Vinit Trehan
and Mr. Aditya Trehan, Advs.

versus

**CENTRAL WAREHOUSING CORPORATION
AND ORS.**

..... Respondent

Through: Mr. K.K. Tyagi with Mr. I. Ahmad and
Mr. Anoop Kumar, Advs. for R-1.
Mr. Manik Dogra, CGSC with Mr.
Madhav Chitale, Adv. for R-3.

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

23.03.2018

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CM No.11836/2018

1. Allowed, subject to all just exceptions.

W.P.(C) No.2943/2018 & CM No.11835/2018

1. Via this writ petition, the petitioner seeks a direction that an additional time frame of ten (10) months be granted to enable it to locate a suitable alternate premises to carry out its operations. It is averred that petitioner needs shifts its equipment and fittings which are, presently, installed in the subject premises, that is, Central Warehouse, HVOC Campus, Kirti Nagar, New Delhi.

2. The record show that petitioner entered into an agreement on 1.6.2015, with respondent No.1. By virtue of this agreement, the petitioner has been provided in the subject premises, storage space ad-measuring 2670 Sq.mt.

2.1 The tenure of this agreement is six years. However, the agreement, concededly, contains Clause 17, which provides the option to either party to terminate the agreement by giving three (3) months advance notice or in lieu thereof to pay charges for the said period. Clause 17 of the Agreement is

extracted hereafter for the sake of convenience:

“17. The arrangement can be terminated by either party by giving 3 months advance notice or charges in lieu thereof. However, in case breach of provisions/conditions of this agreement by the Second Party, CWC can immediately terminate this arrangement without resorting to 3 months notice.”

3. It is not in dispute that respondent No.1 vide its notice dated 30.12.2017, called upon the petitioner to hand over the subject premises, albeit, on or before 31.3.2018.
4. The petitioner has approached the Court one day before it closes for a short vacation. There is no valid explanation for the delay in approaching the Court. Even otherwise, in terms of the contract obtaining between the contesting parties such a right is not available to the petitioner. Therefore, no relief can be granted to the petitioner. However, if the petitioner were to make a representation for according short accommodation to facilitate removal of its equipments and fittings, respondent no.1 and 2 will consider the same sympathetically.
5. Writ petition is disposed of in the aforementioned terms.
6. The pending application shall stand closed.

RAJIV SHAKDHER, J

MARCH 23, 2018/pmc