

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

% Date of decision: 14th December, 2018

+ W.P.(C) 13534/2018, CM Nos. 52747-52748/2018

RAJESH SHARMA AND ANR.

..... Petitioners

Through: Mr. Kirti Uppal, Sr. Adv. with
Mr. Karan Mehta, Mr. Akhil Sharma
& Mr. Sidharth Chopra, Advs.

versus

PUNJAB NATIONAL BANK AND ANR.

..... Respondents

Through: Ms. Sangeeta Sondhi, Adv. with
Mr. Suhil Dalal, Adv. for R-1/PNB
Mr. Sanjeev Sabharwal, Adv. with Mr.
Hem Sabharwal, Adv. for R-2

CORAM:

HON'BLE THE CHIEF JUSTICE

HON'BLE MR. JUSTICE V. KAMESWAR RAO

V. KAMESWAR RAO, J. (ORAL)

CM No. 52748/2018 (for exemption)

Exemption allowed subject to all just exceptions.

Application stands disposed of.

W.P.(C) 13534/2018

1. This petition has been filed by the petitioners challenging the order dated December 10, 2018 passed by the DRAT, rejecting the appeal filed by the petitioners herein.

2. The petitioners herein claims themselves to be the tenants in respect of two floors of Property No.167, Pocket F-24, Sector-7, Rohini, New Delhi. It is their case that they have become the tenants of the respondent No.2 Nakul Chand, who is the borrower of the respondent No.1 Bank and from whom the respondent No.1 Bank has to recover an amount of ₹20 Crores odd. As the respondent No.2 has not paid the Bank's dues, the Bank has taken steps for possession of the property. The petitioners herein approached the DRT in an application under Section 17(1) of the SARFAESI Act. An interim relief against dispossession by respondent No.1 Bank was prayed for. However, the DRT vide its order dated November 19, 2018 declined the relief to the petitioners as they have failed to place on record any proof of their tenancy in respect of two floors of the property in question.

3. It is the case of the petitioners herein that the tenancy is from August, 2016 till August, 2025 at a monthly rent of ₹12,550/- per month with an escalation clause of 15% every three years. However, there was no written Lease Agreement executed in August, 2016 and it was only in April, 2018 they claim that they got the Lease Deed executed.

4. The petitioners before the Tribunal, sought time for vacating the two floors by December, 2019, which relief in fact was claimed in a Civil Suit between the petitioners and the landlord i.e respondent No.2, even the learned Civil Judge has granted them. In fact, it appears they also requested that they may be allowed to vacate the premises by April, 2019.

5. The DRAT rejected the appeal by holding as under:-

“From the submissions having been made before the DRT, it becomes clear that the appellants knew that they have no, prima facie, case in their favour for grant of any interim relief and that is why instead of urging before the DRT that they had a strong case that they could not be dispossessed by the respondent No.1 bank from the tenanted premises, they chose not to press into service any such arguments before the DRT. If the learned DRT has refused to grant time till April 2019 to the appellants to vacate the mortgaged property of respondent No.1, I do not find any illegality having been committed by the DRT justifying any interference by this Appellate Tribunal.”

6. Mr. Kirti Uppal, learned Senior Counsel for the petitioners had made a similar prayer i.e the petitioners be allowed to continue till March, 2019. We are unable to accept such a prayer when an

amount of ₹20 Crores is due and payable by the respondent No.2 being the guarantor. Any delay in the Bank proceeding with the property would not be in public interest.

7. We do not see any reason to accept the only submission made by Mr. Kirti Uppal for allowing the petitioners in the property till March, 2019. The writ petition is dismissed. No costs.

CM No. 52747/2018 (for stay)

Dismissed as infructuous.

V. KAMESWAR RAO, J

CHIEF JUSTICE

DECEMBER 14, 2018/ak