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

+ ARB.A. 1/2019 & IA 1898/2019 (Stay)

HALDIRAM ETHNIC FOODS PRIVATE LIMITED & ANR.

..... Appellants

Through: Mr.Manish Shanker Verma, Ms.Ritu
Sharma, Advs.

versus

MONIKA GHEI & ORS.

..... Respondents

Through: Mr.Tarun Sharma, Ms.Akansha
Kapoor, Mr.Pradeep Singh, Advs. for
R-1
Mr.Devavrat Anand, Adv. for R-2

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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12.03.2019

1. This Appeal has been filed by the Appellants challenging the order dated 17.12.2018 passed by the Sole Arbitrator on an application filed under Section 17 of the Arbitration and Conciliation Act, 1996 (by the respondent no.1/claimant) seeking payment/release of the proportionate rent from the Appellants for the shops that allegedly belong to the respondent no. 1 and are in occupation of the Appellants as tenants.
2. The Arbitrator by the Impugned Order has issued a direction directing the Appellants to pay an amount of Rs.45,000/- per month to the respondent no.1 from January, 2019 untill further orders.
3. Learned counsel for the Appellants has placed reliance on the order dated 26.11.2018 passed by the National Company Law Tribunal, New

Delhi Bench in IB-334(ND)2018, whereby the NCLT has issued the following directions:

“We find merit in the arguments advanced by the Ld. Counsel. The rent due from a lessee to the actual owner should not be a subject matter of resolution as the Corporate Debtor is only collecting it on behalf of the allottees who have paid full payment. Such an act, if permitted would neither be legal nor just and equitable to the allottees who have invested in commercial properties to supplement their monthly income. It is therefore directed that any rent received from Haldiram or any other lessee which the Corporate Debtor has allotted for a purchase consideration will be out of the purview of Section 14(2) of the Code. The RP shall ensure that this amount is not used in any CIR process, but is kept for the time being in an escrow account maintained with a bank. After ascertaining the rent due to each allottees, the same shall be disbursed by the RP to them after prior approval of this Bench.”

4. Counsel for the Appellants submits that in view of the above direction, the Appellants have been depositing the rent for the entire premises under its occupation with the Resolution Professional and it is for the Resolution Profession to disburse the rent to the respective allottees upon verification of their documents and in accordance with the order passed by the NCLT.

5. Mr.Devavrat Anand, Advocate who appears for the Resolution Professional appointed by the NCLT submits that the Resolution Professional is in the process of scrutinizing the claims of the various allottees and shall duly comply with the order passed by the NCLT referred hereinabove.

6. In view of the above order of the NCLT, counsel for the respondent

no.1 submits that the respondent no.1 shall approach the NCLT for the release of the amount in terms of the Impugned Order.

7. In view of the submissions made, the present Appeal is disposed of recording the submission of the counsel for the respondent no.1 that she shall not enforce the Impugned Order without taking due permission from the NCLT. The NCLT shall be free to decide any application made by any of the parties, remaining uninfluenced by the order passed by this Court or by the Arbitrator.

8. The Appeal alongwith the pending application is allowed in the above terms, with no order as to cost.

Copy of the order be given *dasti* under the signature of the Court Master.

NAVIN CHAWLA, J

MARCH 12, 2019/Arya