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

+ RFA 1063/2017 and C.M. No.46837/2017 (under Order 41 Rule 27 CPC)

BEANT SINGH

..... Appellant

Through: Mr. Harpreet Singh, Advocate with Mr. Nipun Bhardwaj, Advocate with appellant in person (M. No.9811368654).

versus

COMPACK ENTERPRISES INDIA PVT. LTD. Respondent

Through: Mr. Rajest Banati, Advocate with Mr. Ankit Banati, Advocate and Mr. Kulbhushan Gossain, Director of respondent in person.

+ RFA 253/2018 and C.M. No.9805/2018(stay)

COMPACK ENTERPRISES INDIA (P) LTD.Appellant

Through: Mr. Rajest Banati, Advocate with Mr. Ankit Banati, Advocate and Mr. Kulbhushan Gossain, Director of respondent in person.

Versus

BEANT SINGH

.....Respondent

Through: Mr. Harpreet Singh, Advocate with Mr. Nipun Bhardwaj, Advocate with appellant in person.

CORAM:

HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER

% **14.02.2019**

1. After arguments, these appeals are disposed of with the consent order that the landlord-Mr. Beant Singh will receive from the tenant-Compack Enterprises India Pvt. Ltd, mesne profits at the rate of Rs.1 lakh per month w.e.f 1.10.2008, and this figure of mesne profits of Rs.1 lakh will be increased by 10% after every 12 months i.e from 1.10.2009, 1.10.2011 etc etc and till the time the tenant hands over to the landlord-Mr. Beant Singh actual vacant physical possession of the suit/tenanted property comprising of 5472 sq ft in the premises B-60, Ground Floor, G.T. Karnal Road Industrial Area, Delhi-33.

2. This Court makes it clear that this Court has not observed with respect to the merits of any disputes on account of a stated agreement to sell entered into by one Mr. Ajay Gossain with the landlord-Beant Singh, as all these aspects will be decided in the suit for specific performance which is said to have been filed by Mr. Ajay Gossain.

3. I may note that the issue with respect to extent of tenanted premises, and the disentitlement of Mr. Ajay Gossain in these proceedings to get or retain possession of the suit/tenanted premises has already been held against the tenant in terms of the judgment dated 12.11.2014 in CM(M) No.193/2013 titled as ***Beant Singh Vs. Compack Enterprises India (P) Ltd.***

4. Counsel for the tenant- Compack Enterprises India Pvt. Ltd states that service tax on the amounts paid to the landlord-Mr. Beant Singh has been deposited till July, 2015. Documents in this regard be given by the tenant- Compack Enterprises India Pvt. Ltd to the landlord-Mr. Beant Singh within a period of six weeks from today. With respect to the period after July, 2015 for the mesne profits which will be paid by the tenant to the landlord, whatever GST/service tax dues would be payable would be deposited by the tenant- Compack Enterprises India Pvt. Ltd and necessary documents forthwith handed over to the landlord-Beant Singh.

5. With respect to the present money decree passed, the tenant- Compack Enterprises India Pvt. Ltd will be entitled to adjustment for all amounts paid for this period from 1.10.2008 by the tenant to the landlord-Mr. Beant Singh, and now only the balance amount due and payable to the landlord-Mr. Beant Singh will be paid by the tenant- Compack Enterprises India Pvt Ltd.

6. Appeals are accordingly disposed of in terms of aforesaid observations and consent order/decreed.

VALMIKI J. MEHTA, J

FEBRUARY 14, 2019

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