

A.No.364 of 2019
and O.A.No.53 of 2019

M.SUNDAR,J.

This is a common consent order which will dispose of both these applications. Mr. Mohamed Ehteshamuddin, learned counsel for applicant in both these applications and Ms.P.Vandana Raheja of M/s.Surana & Surana (law firm), learned counsel on behalf of sole respondent in both these applications are before this Court.

2. Both aforesaid learned counsel submitted that parties have agreed/consented to certain terms and have reduced the same into writing by way of a memo captioned 'JOINT CONSENT MEMO FILED BY BOTH THE PARTIES' dated 30.12.2019 (hereinafter 'said joint consent memo' for the sake of convenience and clarity).

3. To be noted, the said joint consent memo has been signed by both parties i.e., applicant and respondent as well as their respective counsel. Both learned counsel before this Court make a common request in unison that the parties to these two applications are unable to be present in Court today owing to personal inconvenience. Saying so, both counsel made a request that presence of the parties may please be dispensed with and made a further prayer that these two applications may please be disposed of in terms of the said joint consent memo, which read as follows:

JOINT CONSENT MEMO FILED BY BOTH THE PARTIES

The Parties have agreed as under:

1. The Applicant agrees that a Leave and License Agreement dt. 19-08-2016 was entered into between the Applicant (as a partner of Ungal Dindugal Biryani) and the Respondent.
2. Some differences arose between the Parties and the Parties have compromised their differences and the Respondent is now permitting the Applicant to operate the Kiosk No. 08 with a super built up area of 814.39 sq. ft. (hereinafter referred to as the "Licensed Area") on the third floor of the Express Avenue Mall for a initial period of Six (6) months subject to the terms

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For Express Infrastructure Pvt. Ltd.

[Signature]

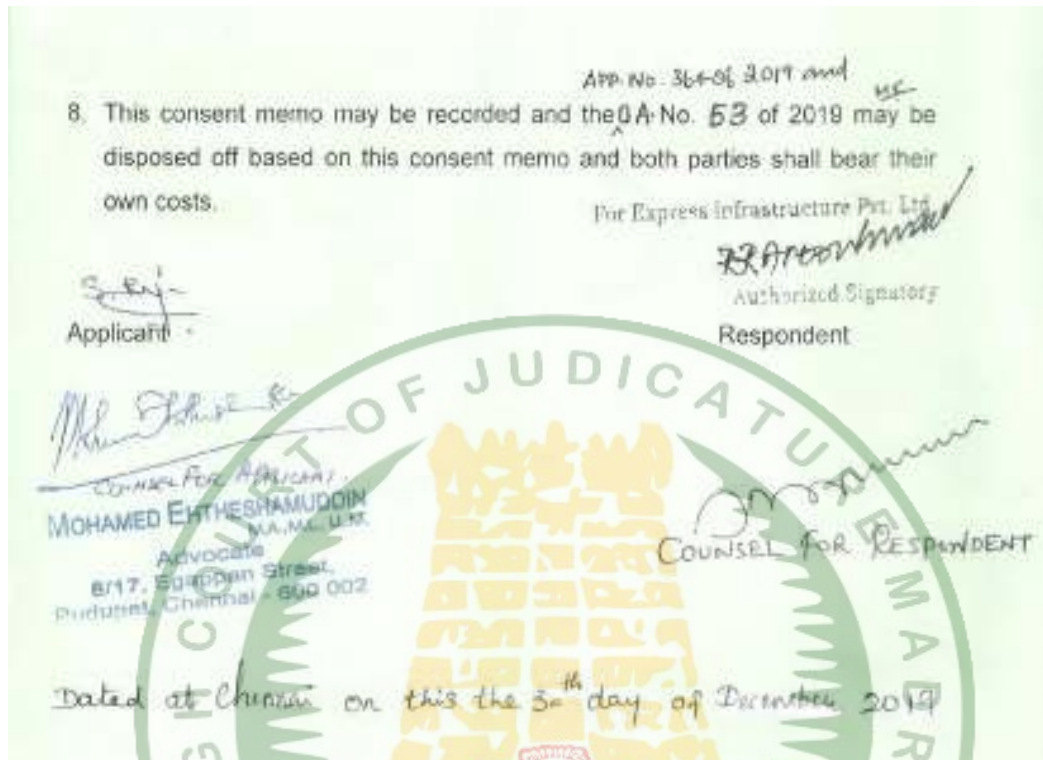
Authorized Signatory

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and conditions agreed between the parties, as set forth in this Consent Memo and the new Leave and License Agreement (L&L Agreement). And allied agreements that is facilities and utilities and CAM agreement. The Applicant has accepted that it had occupied and will occupy Kiosk No. 08 only as a Licensor.

3. The Applicant has agreed to follow the menu list as provided to the Respondent strictly without having any duplication and also to have sufficient stock to serve the customers. The Applicant will adhere to the rules as per the Respondent's rule book viz. hygiene, operating hours, etc. and other terms agreed in the L&L Agreement.
4. The Applicant has requested that the first fifteen (15) days shall be required and used for refurbishing the kiosk, as it has been not operating out of the kiosk for a very long time. There shall be no License Fees applicable for these 15 days.
5. The Applicant has consented to ensure that it does a minimum business in the said Kiosk to the tune of Rupees Forty Lakhs (Rs. 40,00,000/-) average for the first six (6) months from License fee commencement date. Applicant has consented that if the Applicant does not meet this minimum target, then the Respondent has the right to terminate the L&L Agreement without any further notice.
6. The Respondent has consented that if the Applicant adheres to the terms and conditions mentioned herein, then the L&L Agreement may be extended to a further period of Six (6) months on the same terms. Even during this extended period, the Applicant has consented to ensure that it does a minimum business in the said Kiosk to the tune of Rupees Eight Lakhs (Rs. 8,00,000/-) average per month. In the event the Applicant does not achieve this minimum business in the Licensed Area during the extended period, then the Respondent has the right to terminate the L&L Agreement by giving 30 days notice.
7. The Applicant has accepted and consented that if the Applicant does not fulfill the obligations mentioned above, then the Respondent has the right to terminate the Leave and License Agreement without any further recourse to the Applicant.

For Express Infrastructure Pvt. Ltd.



4. In the light of the aforesaid narrative, both these applications are disposed of in terms of aforementioned joint consent memo which shall form part of the order. Both parties shall bear their respective costs.

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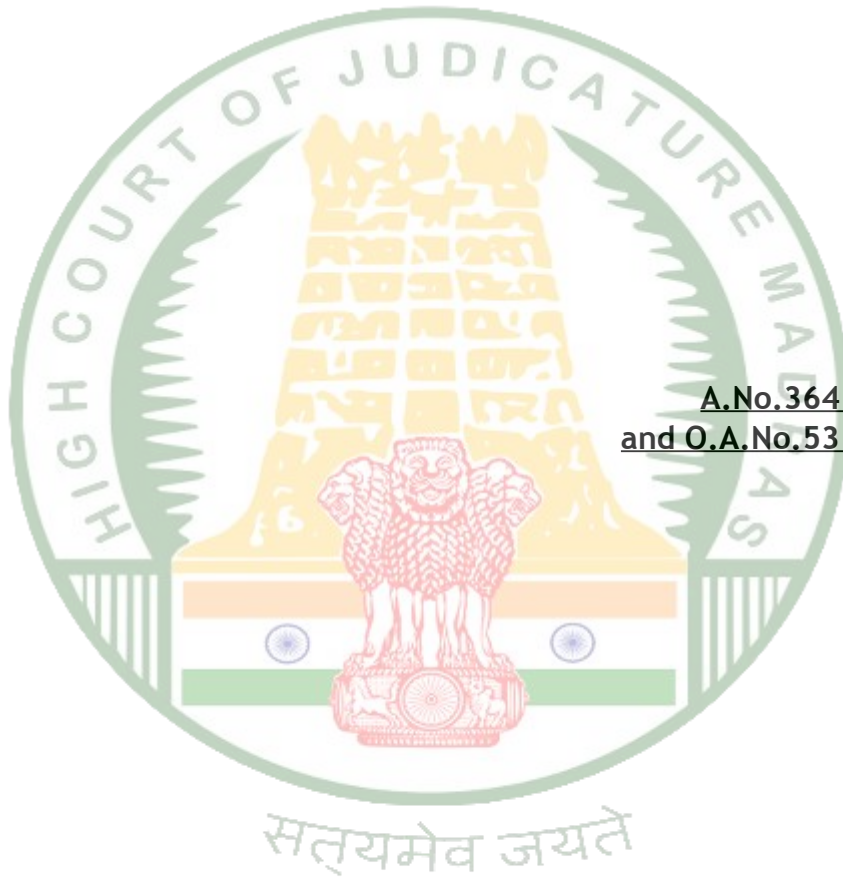
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