

\$~OS-1

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

+ CS(COMM) 124/2020 & I.A. 4025/2020, I.A. 4060/2020

AFFORDABLE INFRASTRUCTURE

&HOUSING PROJECTS PRIVATE LIMITED...Plaintiff

Through: Mr.Sameer Jain, Adv.

versus

ALCHEMY WEBB PRIVATE

LIMITED &ORS.

...Defendants

Through: Mr.Karanjot Singh Mainee, Adv.

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

ORDER

%

01.06.2020

This hearing is conducted through Video Conferencing.

I.A. 4060/2020(clarification of order)

This application is filed by the plaintiff seeking a clarification of order dated 14.5.2020 passed by this court to the extent that the defendant may be allowed to take all their belongings from the premises only after following the due process established in terms of the written agreement between the plaintiff and the maintaining agency.

On 14.5.2020 this court had passed the following order:-

“IA 3868/2020 (ex parte ad interim instructions)

This application is filed under Order 39 Rule 1 and 2 PC seeking an injunction to restrain the defendants from contacting the clients/tenants/landlords with whom the plaintiff has entered into an agreement. Other such reliefs are also sought for.

Essentially, the grievance of the plaintiff is that the defendant No.1 is the sub-tenant of the plaintiff and has stopped paying rent claiming right not to pay rent on account of the current Pandemic situation. It is also further pleaded that the plaintiff has other various sub-tenants/tenants and clients who are also situated in the same building or adjacent buildings and that the plaintiff is instigating the said tenants/sub-tenants etc. to breach the contract with the plaintiffs and to stop paying the agreed rentals to the plaintiff.

Learned counsel for the defendants who appears on service of advance copy, however, submits that the defendants have at no stage ever incited any other party to breach the agreement between the said party and the plaintiff. He further submits that without prejudice to his rights and contentions specially his contention that the present suit is not maintainable the defendant shall also not in future incite any third party to breach any agreement with the plaintiff. Learned counsel for the defendant reiterates that he is making this submission without prejudice to his rights and contentions.

The above statement is taken on record and shall bind the parties.

At this stage, learned counsel for the defendant states that the plaintiffs have sealed the property and they may be permitted to remove their movable goods from the immovable property.

Mr. Sameer Jain, learned counsel appearing for the plaintiff states that the property has not been sealed. He, however, submits that the plaintiffs have no objection in case a duly authorised person from defendant No.1 enters the premises and removes the movable goods of defendant No.1 which are lying there.

Application stands disposed of.”

Hence, as per the said order the plaintiff had submitted that they have no objection in case a duly authorised person from defendant No.1

enters the premises and remove the movable goods of defendant No.1 which are lying there. The grievance of the plaintiff is that there is some issue with the maintenance agency and it is for the defendant No.1 to deal with the maintenance agency who is not a party to the present suit.

It is obvious that the statement made on 14.5.2020 would bind the parties to the suit only. This application requires no further clarification and is accordingly disposed of.

CS(COMM) 124/2020

At this stage, learned counsel for the plaintiff states that he has settled with all his other sub-tenants. He also states that he wants to withdraw the present suit.

Suit is dismissed as withdrawn.

IA No.4097/2020

Learned counsel for defendant No.1 states that he has filed the present Contempt Petition. He submits that withdrawal of the suit will not result in this application being disposed of as infructuous.

List IA No.4097/2020 on 15.6.2020 before the Roster Bench.

JAYANT NATH, J.

JUNE 1, 2020/n