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

+ OMP(I)(COMM) 274/2020, IA 8049/2020

M/S DEVYANI INTERNATIONAL LIMITED.

..... Petitioner

Through: Mr. Raunak Satpathy, Adv.

Versus

M/S PNC HOSPITALITY SERVICES PVT. & ORS.

..... Respondents

Through: Mr. Ankit Mangla, Adv.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

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11.09.2020

This matter is being heard through Video Conferencing.

IA 8049/2020

Exemption allowed subject to all just exceptions.

Application is disposed of.

OMP(I)(COMM) 274/2020

1. The present petition has been filed with the following prayers:-

“In view of the above, it is therefore, most respectfully prayed that this Hon’ble Court may be pleased to:

A. *Restrain the Respondents and its officials/assignees and agents from obstructing the Petitioner in recovering its assets and Intellectual Property associated with it as per Document C of the Petition from demised premises;*

B. Restrain the Respondents, and/or its employees, agents or assignees/officials from accessing or utilizing the Intellectual Property of the Petitioner,

C. Pass ex-parte orders in terms of prayer clause A & B above.

D. Pass such order or further orders as this Hon'ble Court may deem fit and proper in the present facts and circumstances of the case."

2. I have heard the learned counsel for the parties.

3. In substance, the dispute between the parties is under a sub lease deed dated October 09, 2019 executed between them by which, the petitioner was operating a restaurant popularly known as Pizza Hut. Because of the onset pandemic, the Government of Punjab had issued a notification to contain the spread of the disease. In fact, the Central Government imposed a nationwide lockdown including in the District of Jalandhar, Punjab where the property in question is situated.

4. On May 06, 2020, the petitioner issued a termination notice under Clause 9 of the sub-lease deed to the respondents seeking release of its assets, IP related material along with full and final accounts. The said notice was replied by the respondents on July 06, 2020 denying the stand taken by the petitioner in its notice.

5. Today the learned counsel for the parties, have agreed, on instructions from their clients that the matter can be put to quietus on the petitioner paying an amount of Rs.10,50,000/-, which includes GST as minimum guarantee amount to the respondents. They shall also pay the electricity charges for the period March 23, 2020 till August 05, 2020 as per actuals.

6. Noting their submission, it is directed that the petitioner shall pay to the respondents, an amount of Rs.10,50,000/- as a full and final settlement, of the minimum guarantee amount payable by the petitioner to the respondents. It is also directed on being informed by the respondents, the actual consumption charges of the electricity by the petitioner between the period March 23, 2020 and August 05, 2020 within one week from today, the petitioner shall also pay the amount, to the respondents within one week thereafter. The petitioner shall also be at liberty to retrieve / remove the material lying at the property in question in terms of Document C of the petition simultaneously.

7. Petition is disposed of.

V. KAMESWAR RAO, J

SEPTEMBER 11, 2020/ak