

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**INTERIM APPLICATION NO. 655 OF 2023
IN
COMMERCIAL SUMMARY SUIT NO. 75 OF 2021
WITH
SUMMONS FOR JUDGMENT NO. 65 OF 2021
IN
COMMERCIAL SUMMARY SUIT NO. 75 OF 2021**

Play Games 24X7 Pvt. Ltd.

a company incorporated under the Companies Act, 1956 through having its registered office at, 5th Floor, Central Wing (B), Tower-4, NESCO IT Park, NESCO Centre, Western Express Highway, Goregaon (E), Mumbai - 400063

.. Applicant

IN THE MATTER OF

Play Games 24X7 Pvt. Ltd.

a company incorporated under the Companies Act, 1956 through having its registered office at, 5th Floor, Central Wing (B), Tower-4, NESCO IT Park, NESCO Centre, Western Express Highway, Goregaon (E), Mumbai - 400063

.. Plaintiff

v/s.

Loran Leasing And Infotech Pvt. Ltd.,
a private company incorporated under the Companies Act, 1956, having its registered office at Unit No. 6, Ground Floor, Kamath Industrial Estate, Opp. Siddhi Vinayak Temple, Mumbai - 400025

.. Defendant

...

Mr. Ativ Patel i/b AVP Partners for the Plaintiff.

Mr. Yashvi Shah i/b Nahush Shah Legal for the Defendant.

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CORAM : KAMAL KHATA, J.

DATED : 7th OCTOBER, 2023.

P.C. :

1. Not on board. Mentioned. Taken on board. By this praecipe, speaking to the Minutes of Order dated 20th September 2023 was sought.

2. The following corrections were sought;

(i) In paragraph 7, line No. 3, the date "*31st May 2020*" to be substituted with "*31st March 2020*".

(ii) Paragraph 19, clause L (4) of LLA be substituted and reads as under:

"4. In case of expiry or sooner revocation and determination of this Agreement, the Licensee fails or neglects for any reason whatsoever to vacate and hand over quiet, vacant and peaceful possession of the Licensed premises to the Licensor within the time stipulated for the same herein then and in such event, without prejudice and in addition to all other rights and remedies available to the Licensor under this Agreement, and/or in law (including the right to bar the entry of the Licensee herein), the security deposit paid by the Licensee to the Licensor, if refundable under any other terms and provisions of this Agreement, shall notwithstanding anything to the contrary stated herein stand forfeited by the Licensor. Further, in such an event, the Licensee shall also be liable to pay to the Licensor for every month or part of the month from the date of the expiry or sooner revocation and determination of this Agreement till the Licensee hands back vacant and peaceful possession of the Licensed premises to the Licensor, further

compensation at the rate of three time of the amount of the License Fee paid/payable at the time of expiry or sooner revocation and determination of this Agreement. In addition to the above, the Licensor shall be entitled to take all measures that is deems fit to remove the Licensee its employees and all its articles and belongings from the Licensed Premises from the said premises including shutting the Licensed premises and forcibly entering thereon."

3. The order may be read accordingly.
4. Praecipe is disposed of.

(KAMAL KHATA, J.)