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

+ **O.M.P.(I) (COMM.) 192/2024**

SHRI DEEPANKARSHARMA & ANR.Petitioners

Through: **Ms Diksha Goswami, Adv.**

versus

MRS ARTI JASWAL

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

29.07.2024

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1. This is a petition under Section 9 of the Arbitration and Conciliation Act, 1996 seeking ex-parte ad-interim order against the respondent for vacating the property.
2. Since the arbitration petition being ARB.P. 781/2024 has been allowed and an Arbitrator has been appointed, it is directed that the present petition under Section 9 shall be treated as an application under Section 17 of the Arbitration and Conciliation Act, 1996 and disposed of at the earliest.
3. Ms Goswami, learned counsel for the petitioners states that the respondent is in possession of the premises and has also not paid the rent, neither handed over possession and is still running the salon.
4. Before this Court, the petitioners restrict their prayer only for a direction to the respondent to pay the unpaid rent.
5. Clause 3 of the Lease Deed dated 20.12.2022 reads as under:

“(3) THAT the LESSEE shall pay monthly rent of Rs 40,000.00 (Rs. Forty thousand only) commencing from 1st March 2022 for next six



months up to August 2022. The rent shall increase to Rs. 45,000.00 Per Month (Rs. Forty five thousand only per month) for next six months i.e. September 2022 to February 2023.

The rent will increase @ 5% every year thereafter, for next four years. The rent for every month shall be payable in advance on or before 7th of every month.

- *1st March 2023 to 29 February 2024 @ Rs. 47,250.00 per month (Rs. Forty seven thousand two hundred fifty only per month).*
- *1st March 2024 to 28th February 2025 @ Rs. 49,612.00 per month (Rs. Forty nine thousand six hundred twelve only per month).*
- *1st March 2025 to 28th February 2026 @ Rs. 52,092.00 per month (Rs. Fifty two thousand ninety two only per month).*
- *1st March 2026 to 28th February 2027 @ Rs. 54,696.00 per month (Rs. Fifty four thousand six hundred ninety six only Per month)''*

6. In view of Clause 3 of the registered Lease Deed, it is directed that the respondent shall pay the unpaid rent to the petitioners within a period of four weeks from today.

7. The petition is disposed of accordingly.

JASMEET SINGH, J

JULY 29, 2024

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[Click here to check corrigendum, if any](#)