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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **OMP (ENF.) (COMM.) 91/2025**
M/S GUPTA IRON AND BRASS WORKS LTD.

.....Decree Holder

Through:

versus

HARPREET MOTORS PVT. LTD

.....Judgement Debtor

Through: Mr. Gaurav Anand, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

14.10.2025

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1. This is a petition filed under Section 36 of the Arbitration and Conciliation Act, 1996 seeking the following reliefs:

- a. *“issue a warrant of attachment enforcing the award/settlement agreement dated 29.11.2024 bearing PIM No. 71 /24 as entered into between the parties under Section 27 of the Mediation Act, 2023 before the Delhi High Court Mediation Centre, New Delhi attaching the property bearing No. 29 Najafgarh Road, New Delhi-110015; and/or*
- b. *appoint a local Commissioner to take over the vacant peaceful possession of the property, i.e. 29 Nazafergarh Road, New Delhi after making the details of the inventory lying at the premises and subsequent handing over the possession of the same to the Petitioner I Decree Holder*
- c. *Direct SHO, P.S. Moti Nagar, New Delhi to provide adequate police for the assistance of the Ld. Local*



Commissioner in taking vacant peaceful possession of the subject property i.e. 29 Nazafgarh Road, New Delhi- 110015, d. attach the bank account of the Judgment debtor bearing account number 34614588323, IFSC SBIN 000 4849, Sate Bank of India (04849), SME BR, Rohtak Raod, IND Complex, A-3, DSIDC, Near Udyog Nagar, New Delhi-110041 for a sum of Rs. 35,06,917.00 towards the outstanding as well as the dues towards delay in handing over the possession”

2. With regard to the subject property, i.e. 29, Najafgarh Road, New Delhi-110015 the vacant and peaceful possession of the subject property, has been handed over to the decree-holder on 07.07.2025.
3. Mr. Anand, learned counsel for the judgment-debtor very fairly states that the rent for the month of June and further till 07.07.2025 along with applicable GST is outstanding, which shall be paid within a period of 15 days from today.
4. Mr. Kumar, learned counsel for the decree-holder states that the advance cheque given by the judgment-debtor shall not be encashed.
5. As regards the damage caused to the property is concerned (which is disputed by the judgment-debtor), the decree-holder is at liberty to avail his legal rights in that regard.
6. The petition is disposed of in aforesaid terms.

JASMEET SINGH, J

OCTOBER 14, 2025/sp