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

\+ CONT.CAS(C) 779/2025 CM APPL. 29551/2025

CM APPL. 29552/2025

M/S SPOTASIA DIGITAL PVT. LTD. .....Petitioner

Through: Mr. Saurabh D. Karan Singh & Kanika Jain, Advocates.

versus

MR. NAVEEN KUMAR & ORS. .....Respondent

Through: Mr. Akshay Makhija, Sr. Advocate with Mr. Nishant Anand, Ms. Gunjan Bansal, Ms. Vanya Gupta and Mr. Gaurav Chauhan, Advs.

CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL

O R D E R

% 15.05.2025

CM APPL. 29552/2025 (Exemption)

1. Allowed, subject to all just exceptions.

2. Application is accordingly disposed of.

CONT.CAS(C) 779/2025

1. This petition has been filed alleging wilful disobedience of order dated 19th February 2024 passed by this Court in ***ARB. A (COMM) No. 13/2024***. The relevant directions are as under:

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20. As far as the maintenance charges are concerned, there is a dispute as to the quantum of monthly maintenance charges due to be paid by the appellant. According to the respondents, it is Rs.3,08,000/- per month, and according to the appellant, it is Rs.1,90,000/- per month under a Settlement Agreement.

21. Learned counsel for the parties agree that the impugned order may be modified, as far as this aspect is concerned, as follows:

a. Rs.1,90,000/- will be paid by the appellant to respondent No.2 per month by way of maintenance charges, subject to invoices raised by respondent No.2 in this regard.

b. The balance amount of Rs.1,18,000/- per month will be placed by the appellant in a fixed deposit on a quarterly basis and the fixed deposit receipts will be deposited with the learned Arbitrator. The first deposit for the quarter of January to March, 2024 will be made by 30.03.2024, and subsequent deposits will be made by the end of each subsequent quarter.

2. *Mr. Akshay Makhija*, Senior Counsel appears on advance notice and states that they have been paying *Rs.1,90,000/-* as maintenance charges inclusive of GST but the GST amount is being reversed on the GST portal by the petitioner and, therefore, they cannot get the input benefit of that payment.

3. As regards the balance amount *Rs.1,18,000/-* per month to be placed in a fixed deposit, the said amount has not been deposited, as per *Mr. Makhija*, since there was confusion related to the GST component.

4. However, aside from this, what is agreed between the parties that the amount of *Rs.3,08,000/-* per month, which was the maintenance charges demanded by the petitioner, *was inclusive of GST*. This amount was split in terms of the directions passed, as noted above, between *Rs.1,90,000/-* and *Rs.1,18,000/-*; needless to state, therefore, both will be *inclusive of GST*.

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5. The problem is arising because the petitioner is issuing invoices at *Rs.3,08,000/-* per month *inclusive of GST*, whereas the Court's direction was for them for respondent no. 2 to pay *Rs.1,90,000/-* in the meantime, subject to disputes being decided by the arbitrator.

6. Accordingly, the petitioner ought to be raising invoices for *Rs.1,90,000/-* with a qualification that this is as per the order of 19th February 2025 of this Court. This, of course, will be further subject to directions of the Ld. Arbitrator.

7. The second amount payable of *Rs.1,18,000/-* per month, inclusive of GST, shall be deposited as directed by the respondent; as per the petitioner this now accumulates to Rs. *18, 88,000/-*.

8. *Mr. Makhija*, states that the said amount will be deposited within six weeks in a fixed deposit as directed by this Court in *para 21 b* of order dated 19th February 2024.

9. Petitioners' counsel states that they should also pay the interest in this regard.

10. These issues can be always adjudicated by the Arbitrator, considering the order by the Court was passed in an application under Section 37 of the Arbitration & Conciliation Act, 1996, against an order passed by the Arbitrator under section 17 A&C Act.

11. The Court had already held in *para 18* of the said order that, "*Needless to state we learned Arbitrator will take a final decision at the appropriate stage, uninfluenced by the observations in the impugned order and the present judgment*."; the said observation still holds good.

12. Needless to state, the directions passed in the order dated 19th February 2024, will continue and there should be no further confusion which

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triggers a late deposition of the said amounts.

13. Petition is disposed of.

14. Order be uploaded on the website of this Court.

ANISH DAYAL, J

MAY 15, 2025/RK/na

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