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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **O.M.P.(I) (COMM.) 247/2025**
M/S KAY JAY PROJECTS PVT LTD

.....Petitioner

Through: Mr. Rajshekhar Rao, Mr. Uttam Datt,
Sr. Advs. with Mr. Ravi Kapoor, Ms.
Aditi Singhal, Advs.

versus

M/S MYWORX ZONE PVT LTD & ORS.

.....Respondents

Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
22.09.2025

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1. This is a petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 seeking the following prayers:

- A. *"Pass an ex-parte ad-interim Order thereby directing the Respondents, its directors, employees, agents, servants, office bearers, representative assigns etc, to forthwith hand over actual, physical possession of the Demised Premises [i.e. Basement, Ground Floor, First Floor, Second Floor, Third Floor (excluding 500 sq ft and terrace) of Property bearing B-6, Sector 4, Noida, District Gautam Budh Nagar, Uttar Pradesh - 201031 alongwith fittings/fixtures/amenities as set out in the Letter confirming satisfactory receipt and handover] in favour of the Petitioner;*
- B. *[Strictly in the alternative to Prayer A]*



(i) *Pass an ex-parte ad-interim Order thereby directing the Respondents, its directors, employees, agents, servants, office bearers, representative assigns etc to appoint a Court Receiver to take over possession of the Demised Premises [i.e. Basement, Ground Floor, First Floor, Second Floor, Third Floor (excluding 500 sq ft and terrace) of Property bearing B-6, Sector 4, Noida, District Gautam Budh Nagar, Uttar Pradesh - 201031 alongwith fittings/fixtures/amenities as set out in the Letter confirming satisfactory receipt and handover];*

OR

ii) *Pass an ex parte ad-interim Order thereby directing the Respondents, its directors, employees, agents, servants, office bearers, representative assigns etc, to deposit on a monthly basis, i.e for the period commencing from 5th of every month a sum of Rs, 60,48,000/- along with interest, towards future unauthorized and illegal occupation of the demised preemies;”*

2. The brief facts of the case are that the petitioner is the owner of premises bearing No. B-6, Sector 4, Noida, District Gautam Budh Nagar, Uttar Pradesh -201031 (**‘Property’**). The Basement, Ground Floor, First Floor, Second Floor, Third Floor (excluding 500 sq. ft. and terrace) of the said property was let out to the respondent No. 1. The respondent No. 1 was running a business of co-working agency pursuant to a Lease Deed dated 07.10.2024.
3. As per the petitioner, the respondents are in arrears of the lease rental



and a sum of more than Rs. 1 crore is due and payable by the respondents.

4. Hence, when the matter came up for hearing on 08.07.2025, this Court directed as under in para Nos. 12 to 14 and the same reads as under:

“12. From the facts narrated above, it appears that the petitioner is the owner of the premises and since the respondent had committed default under Clause 13 of the Lease Deed, the registered lease deed has been terminated by the petitioner on 14.05.2025. Hence, the occupation of the respondent in the premises is that of an unauthorized occupant.

13. Prima Facie, the petitioner has made out a case in its favour. The balance of convenience lies in favour of the petitioner and the petitioner will suffer irreparable loss and injury which cannot be compensated in terms of money if ad-interim ex-parte orders are not passed.

14. In this view of the matter, the respondents, its directors, employees, agents, servants, office bearers, representative assigns etc are restrained from creating any third party rights, sub-letting, assigning or parting with the possession of the entire premises till the next date of hearing. Further, the respondents are also restrained from carrying out any construction activity of any nature including renovations to the premises.”

5. As per the affidavit of service, the respondents have been served at



the email IDs rathi.prolific@gmail.com, pankaj.rathi@myworx.in, and manoj.rajput@myworx.in. Despite service, there is nobody appearing on behalf of the respondents today.

6. In fact, the respondent No. 1 has filed a petition under Section 9 of the Arbitration and Conciliation Act, 1996 bearing O.M.P. 318/2025, which is also listed today, and the respondent is also not appearing in its own petition, nor is appearing in the present petition.
7. As per para No. 5 of the Report of the Local Commissioner dated 20.07.2025, a copy of the Order was provided to the respondent No. 3, Mr Manoj Kumar, who is the director of the respondent No. 1.
8. Now, my attention has also been drawn to the Rent Agreement dated 01.08.2025 executed by the respondent No. 1 with the one Mr. Rahul Mandal, where the respondent is letting out portions of the leased property to outsiders, despite being aware of the order of the Court and despite being served in the present petition. Hence, the respondent is not only violating the order but is also creating third party rights in the property of the petitioner. Hence, the prayer seeking appointment of a Receiver.
9. From the facts narrated above, it is clear that:-
 - a. The petitioner is *prima facie* the owner of the property;
 - b. The lease rentals of the respondent pursuant to the Lease Deed are unpaid;
 - c. The Court has already passed an order dated 08.07.2025, restraining the respondent from creating any third-party rights, sub-letting, assigning or parting with the possession of the entire premises till the next date of



hearing;

d. Despite the same, the respondent is continuing to let out the property belonging to the petitioner and creating third-party rights in the said property.

10. For the said reasons, I am of the view that the subject matter of the property must be protected and hence, to protect the same, a Receiver needs to be appointed.
11. In view of the matter, Mr. Tushar Sannu (Advocate), (Mobile No. 9911991166) is appointed as a Receiver to deal with the Basement, Ground Floor, First Floor, Second Floor, Third Floor (excluding 500 sq ft and terrace) of the property i.e. B-6, Sector 4, Noida, District Gautam Budh Nagar, Uttar Pradesh – 201031, immediately. The Receiver shall further take steps to protect the said property in accordance with law.
12. The concerned SHO, Gautam Budh Nagar, Uttar Pradesh – 201031 shall provide assistance to the Court Receiver.
13. The fee of the Court Commissioner is fixed at Rs. 1,50,000/- (one lakh fifty thousand only) per month starting from September 2025.
14. Since the prayer in the alternative to prayer A, i.e., B (i) is allowed, the petition is disposed of.
15. Order *Dasti*.

JASMEET SINGH, J

SEPTEMBER 22, 2025/sp