



\$~16

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

+ OMP (ENF.) (COMM.) 72/2025, EX.APPL.(OS) 522/2025 &
EX.APPL.(OS) 859/2025

IRCON INFRASTRUCTURE AND SERVICES LTD.

.....Decree Holder

Through: Mr. Nishit Kush, Mr. Siddharath Sikri
and Ms. Kirti Singh, Advs.
Email: nishitkush@gmail.com
Mob: 9816176891

versus

INDORE MULTI FUNCTIONAL COMPLEX PRIVATE LIMITED

.....Judgement Debtor

Through: Mr. Sanjoy Ghose, Sr. Adv. with Ms.
Satakshi Sood, Mr. Mohit Garg,
Advs. and Mr. Pratap Rout,
Authorised Representative of JD.
M: 8278812103
Email: satakshi@amaltaslaw.in

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

15.01.2026

%

1. The present petition seeks enforcement of the interim Arbitral Award/Order dated 14th May, 2024 passed by the Sole Arbitrator in *Case Ref. No. DIAC/6790/09-23*, and as modified by this Court *vide* order dated 31st May, 2024 in *ARB.A.(COMM.) 34/2024*.
2. The said interim Arbitral Award/Order dated 14th May, 2024, as passed by the Sole Arbitrator, reads as under:

“



ORDER

Application has been filed by the Claimant seeking condonation of delay in filing the Statement of Defence to the Counter Claim which is opposed by the Ld. Counsel for the Respondent. Considering the reasons for delay in filing the Statement of defence to the Counter Claim, the delay is condoned and the Statement of Defence to the Counter Claim is taken on record.

Ld. Counsel for the Respondent objects to the repeated filing of the documents by the Claimant given along with the rejoinder filed. He states that in view of these facts, the affidavit of admission/denial even though file would be incomplete.

Ld. Counsel for the Claimant will file an affidavit indicating the documents he relies upon to establish his case and lead the defence to the Counter Claim within one week. On receipt of the copy of the affidavit by the Claimant, the Respondent will file a comprehensive affidavit of admission/denial within one week thereafter.

Proceedings are fixed for settling of issues on 06.06.2024 at 11:00 AM on through VC.

An application has been filed by the Claimant under Section 17 of the Act seeking leave of this tribunal to deposit the sub-lease amount with the Respondent. In reply to the said application, the case of the Respondent is that on termination of sub-lease w.e.f 01.05.2023. The Respondent is liable to receive three times the monthly rent as also interest on delayed payment besides forfeiture of the security and taxes as envisaged by clause 4 & 5 of the sub-lease agreement on 03.02.2016. Ld. Counsel for the Claimant refused the same and states that the bank guarantee furnished by the Claimant has been also encashed and thus the Claimant is not required to pay exorbitantly as claimed by the Respondent but only the sub-lease as per the agreement clause 4 of the agreement which provided that from the period of 04.09.2020 to 03.09.2023, the rent would be 13,22,500/- per month and from the period 04.09.2023 to 03.09.2026, the rent is 15,20,875/- per month.

Considering that one of the issues between the parties is the amount of sub-lease to be deposited by the Claimant as an interim measure the Claimant is directed to deposit the sum of Rs. 13,22,500/- from the date of termination



i.e. 01.05.2023 to 03.09.2023 for each month and thereafter Rs. 15,20,875/- per month with the Respondent without prejudice to rights and contentions of the parties, within four weeks and thereafter on or before 7th day of every month.

3. The aforesaid interim Arbitral Award/Order was challenged before this Court in *ARB.A.(COMM.) 34/2024*, and order dated 31st May, 2024 came to be passed, in the following manner:

I.A. 31437/2024 (Exemption) in ARB.A.(COMM) 34/2024

Exemption allowed, subject to all just exceptions.

The application stand disposed of.

ARB.A.(COMM) 34/2024

1. Issue notice. Mr. Nishit Kush, learned counsel, accepts notice on behalf of the respondent.

2. This appeal under Section 37(2)(b) of the Arbitration and Conciliation Act, 1996 assails an order dated 14.05.2024 by which the learned Arbitrator has passed an interim order for deposit of certain amounts with the respondent under an unregistered Sub-lease Agreement dated 03.02.2016.

3. The operative portion of the aforesaid order reads as follows:

"6. Considering that one of the issues to be determined between the parties is the amount of sub-lease to be deposited by the Claimant, as an interim measure the Claimant is directed to deposit a sum of Rs. 9,93,198/- from the date of termination i.e. 01.03.2023 to 03.09.2023 for each month and thereafter Rs. 11,42,178/- per month with the Respondent without prejudice to rights and contentions of the parties, within four weeks and thereafter on or before 7th day of every month."

4. Mr. Ramesh Singh, learned Senior Counsel for the appellant, makes a limited submission, for grant of further time to deposit the arrears as directed by the learned Arbitrator by the aforesaid order.

5. With the consent of learned counsel for the parties, the appeal is disposed of with the direction that the arrears for the period from 01.05.2023 until 31.05.2024, calculated at the rates mentioned in the order of the learned Arbitrator, will be paid in six monthly instalments. The first instalment will be paid by 07.06.2024, and further instalments will be paid by the 7th day of each succeeding month. The current rent for the sub-lease will be paid as directed by the learned Arbitrator - by the 7th day of each month w.e.f. 07.06.2024, at the rate mentioned in the order of the learned Arbitrator.

6. Mr. Singh submits that certain amounts have been received by the respondent from a sub-lessee under the appellant. This order is passed without prejudice to any rights and remedies of the appellant in this regard, before the learned Arbitrator.

7. The appeal is disposed of with the aforesaid directions.



4. Thus, perusal of the aforesaid order dated 31st May, 2024, shows that the Judgment Debtor (“JD”) has consented for payment of the arrears for the period from 01st May, 2023 to 31st May, 2024, as directed by the learned Sole Arbitrator, in six monthly installments.
5. The present proceedings have been continued, since it is the case on behalf of the Decree Holder (“DH”) that in terms of the order dated 31st May, 2024, passed as aforesaid, the JD has paid only two installments.
6. *Per contra*, learned Senior Counsel appearing for the JD submits that the JD is making every effort to comply with the directions of the learned Arbitrator, as well as this Court. He submits, on instructions, that the JD shall pay the requisite amount of Rs. 1,07,59,435/- (Rupees One Crore Seven Lakhs Fifty Nine Thousand Four Hundred and Thirty Five) to the DH in six monthly equated installments of Rs. 17,93,239.17/- (Rupees Seventeen Lakhs Ninety Three Thousand Two Hundred Thirty Nine and Seventeen Paisa), each.
7. At this stage, learned counsel appearing for the DH submits that some cheques, as given earlier by the JD in some other proceedings, were dishonored.
8. Responding to the same, learned Senior Counsel appearing for the JD, on instructions, submits that the JD shall give Demand Drafts (“DDs”)/carry out online bank transfers of the equated installments to the DH, on or before the 07th day of each month.
9. Learned Senior Counsel appearing for the JD gives an unequivocal undertaking before this Court on behalf of the JD, through its authorized representative who is present in Court, regarding the payments to be made.
10. The aforesaid undertaking is accepted and the JD is held bound by the



said undertaking.

11. Learned Senior Counsel appearing for the JD draws the attention of this Court to an order dated 29th April, 2025 passed in *OMP(ENF.)(COMM) 10/2025*, titled as “*Ircon Infrastructure Services Ltd. Versus Madurai Multi Functional Complex Private Limited*”, and in particular, relies upon paragraphs 23 to 25, which are reproduced as under:

“xxx xxx xxx

23. Learned counsel for the decree holder states, on instructions, from Mr. Vikas Gupta that without prejudice to its rights and contentions in the arbitral proceedings, with respect to the submission that judgment debtor is an unauthorised occupant, the decree holder will issue invoices which records the word ‘rent’ in place of ‘user charges’. He states that the invoices may record that the matter is pending before the Arbitral Tribunal and the invoices are being issued in the interregnum.

The submissions of the decree holder are taken on record and decree holder is directed to henceforth issue invoices which record ‘rent’.

24. Needless to state that issuance of these invoices will not prejudice the decree holder in its claims and pleas before the Arbitral Tribunal.

25. The order has been reviewed by the parties and the facts and figures stated therein have been verified.

xxx xxx xxx”

12. By relying upon the aforesaid order, learned Senior Counsel appearing for the JD submits that a similar order be passed in the present matter.

13. Learned counsel appearing for the DH submits that he has no objection if similar order is passed in the present petition, as well.

14. Accordingly, it is directed that the JD shall pay the amount in terms of interim Arbitral Award/Order dated 14th May, 2024, as modified by this Court *vide* order dated 31st May, 2024, as noted hereinabove, in six equated monthly installments in the form of DDs/ online bank transfers, which shall be paid by the 07th day of each month.

15. Further, it is directed that the DH will issue invoices to the JD, which



shall record the word 'rent' in place of 'user charges'.

16. The invoices, as issued, may record that the matter is pending before the Arbitral Tribunal and the invoices are being issued in the interregnum.

17. Needless to state, the issuance of these invoices will not prejudice the DH in its claims and pleas before the Arbitral Tribunal.

18. Liberty is granted to the DH to revive the present petition, in case of any default by the JD.

19. Accordingly, with the aforesaid directions, the present petition, along with the pending applications, stands disposed of.

MINI PUSHKARNA, J

JANUARY 15, 2026/KR