

14 CS (COMM) 256/26
PAWAN SOLANKI Vs. MS BLINK COMMERCE PRIVATE
LIMITED

30.05.2026

Present: Sh. Naveen Sehrawat, Ld. counsel for the plaintiff.
Sh. Sarthak Gupta, Ld. counsel for the defendant,
who is appearing online on CISCO Webex on behalf
of the defendant but neither Ld. counsel for the
defendant is audible nor his video is on.

In these circumstances, be awaited for the Ld. counsel
for the defendant.

RAJ KUMAR
District Judge (Commercial Court)-01,
(SW)-Dwarka Courts, Delhi
30.05.2026

At 10.56 AM

Present: Sh. Naveen Sehrawat, Ld. counsel for the plaintiff.
Sh. Sarthak Gupta, Ld. counsel for the defendant.

Despite the grant of opportunity on the last date and
despite the fact that the defendant was served on 07.05.2026, no
written statement has been filed on record till date by the defendant.
Even reply to the injunction application filed by the plaintiff has not
been filed on record till date by the defendant. As on date, Sh. Sarthak
Gupta, Ld. counsel for the defendant has appeared physically at this
stage in the Court on behalf of the defendant and he has supplied the
advance copy of the application under Order VII Rule 11 of CPC to
the Ld. counsel for the plaintiff. Ld. counsel for the defendant has not
filed even the above said application on the ground that affidavit is
yet to be attested.

Be that as it may. Ld. counsel for the plaintiff has stressed hard on the injunction application filed by the plaintiff and has addressed the arguments on the above said application. Ld. counsel for the defendant has also addressed the arguments on the injunction application of the plaintiff.

The facts in brief as disclosed by the plaintiff in the present suit for Eviction, Recovery of Arrears of Rent, Mesne Profits, Damages and Permanent Injunction are to the effect that by virtue of Lease Deed dated 01.08.2025, the ground floor of property bearing no. Plot No. 24, Sector-3, Dwarka, New Delhi was let-out by the plaintiff to the defendant at a monthly rent of Rs. 4.50 Lacs. The plaintiff has further asserted in the plaint that as per the requirements and specifications of the defendant, plaintiff spent an amount of Rs. 35 Lacs in making the modifications in the above said suit property because the Lease Deed is for a period of 9 years. It has been further pointed out that defendant paid an amount of Rs. 9 Lacs only on 01.08.2025 to the plaintiff at the time of execution of Lease Deed. It has been further stated that an email was sent to the defendant to take the possession of the suit property on 07.11.2025 but thereafter, no rent has been paid at all by the defendant to the plaintiff.

In the application seeking interim relief, it has been prayed that defendant be restrained from sub-letting the suit property or creating any third party interest therein as employees of the defendant company are showing the suit property to the third parties for the purposes of creating third party interest therein.

During the course of arguments on the above said application, Ld. counsel for the defendant has pointed out that if the email dated 07.11.2025 is carefully gone through, it is evident and apparent that same is merely an offer to take over the possession of

the above said property and the above said email does not state anywhere that the possession has been taken over by the defendant. Ld. counsel for the defendant further argues that the possession of the suit property is not with the defendant, though, some articles / goods of the defendant are lying in the suit property. Ld. counsel for the defendant has further pointed out that the suit property is having the locks of the plaintiff. Ld. counsel for the defendant has vehemently argued that the defendant is not in the possession of the suit property at all.

Arguments have been heard.

As stated hereinabove, the Lease Deed dated 01.08.2025 is the admitted document. During the course of arguments, Ld. counsel for the defendant has not denied that certain goods / articles of the defendant are lying in the suit property.

In these circumstances, till the next date of hearing, parties are directed to maintain status-quo in respect of the suit property.

Defendant is again directed to file the written statement together with the affidavit of admission / denial of the documents and the reply to the injunction application, within the statutory period from the date of service, with advance copy thereof to the Ld. counsel for the plaintiff.

Defendant shall be at liberty to place on record the application under Order VII Rule 11 of CPC. Since the copy of the application under Order VII Rule 11 of CPC stands supplied to the Ld. counsel for the plaintiff, plaintiff shall file the reply to the above said application and address the arguments on the above said application on the next date. Arguments on the injunction application of the plaintiff shall also be heard on the next date.

To come up on 20.07.2026.

RAJ KUMAR
District Judge (Commercial Court)-01,
(SW)-Dwarka Courts, Delhi
30.05.2026