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

36.

CRL.L.P. 358/2022, CRL.M.As. 14263/2022 (for leave to appeal) &
14264/2022 (for exemption)

BHARAT BHUSHAN Petitioner

Through: Mr. Sanjeev Mahajan, Advocate.

versus

PRITIKA FASIONS PVT LTD AND ORS. Respondents

Through:

37.

+ CRL.L.P. 359/2022, CRL.M.As. 14265/2022 (for leave to appeal) &
14266/2022 (for exemption)

BHARAT BHUSHAN Petitioner

Through: Mr. Sanjeev Mahajan, Advocate.

versus

PRITIKA FASIONS PVT LTD Respondent

Through:

38.

CRL.L.P. 360/2022, CRL.M.A. 14304/2022 (for leave to appeal)

DESH DEEPAK GUPTA Petitioner

Through: Mr. Sanjeev Mahajan, Advocate.

versus

PRITIKA FASIONS PVT LTD Respondent

Through:

CORAM:

HON'BLE MS. JUSTICE ASHA MENON

ORDER

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26.07.2022

CRL.L.P. 358/2022 & other connected matters

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CRL.M.A. 14264/2022 (for exemption) in CRL.L.P. 358/2022
CRL.M.A. 14266/2022 (for exemption) in CRL.L.P. 359/2022

1. Allowed, subject to all just exceptions.
2. The applications stand disposed of.

CRL.M.A. 14263/2022 (for leave to appeal) in CRL.L.P. 358/2022
CRL.M.A. 14265/2022 (for leave to appeal) in CRL.L.P. 359/2022
CRL.M.A. 14304/2022 (for leave to appeal) in CRL.L.P. 360/2022

3. These applications under Section 378 read with Section 482 Cr.P.C. have been filed for grant of leave to appeal against the judgment dated 11th April, 2022, whereby, the learned Metropolitan Magistrate, N.I. Act-06, Central, Tis Hazari Courts has dismissed the complaints of the applicants.
4. It is the contention of Mr. Sanjeev Mahajan, learned counsel for the applicants, that the learned Trial Court has mis-applied the judgment passed in ***Manju Bagai Vs. Magpie Retail Ltd.***, (2010) 175 DLT 212, which did not deal with the question of the lock-in period and particularly, since that judgment dealt with an unregistered Lease Deed. At the same time, the learned Trial Court has ignored the judgment cited by the applicants, namely, ***M/s Satya Narain Sharma (HUF) Vs. M/s Ashwani Sarees Private***, ILR (2009) IV Delhi 601, which dealt with similar facts, holding that where there was a registered Lease Deed, the parties are bound by its terms, including the payment of rent for the lock-in period, in the event of vacation before the lapse of the said lock-in period.
5. It is further submitted by the learned counsel for the applicants that there are also contradictory findings on the enforceability of the term relating to the two years' lock-in period in the Lease Deed executed between



the parties (Annexure A-2) as on the one hand it held that it was unenforceable and on the other hand it held that the three months' notice required under the Lease Deed was not necessary in view of the lock-in period. It is submitted that the cheques in question had been issued towards the rent for the lock-in period and the three months' notice and there was no occasion for the learned Trial Court to return findings when such pleas had also not been raised by the respondents.

6. Issue notice to the respondent, by all permissible modes, returnable before the next date of hearing.
7. List on 9th November, 2022.
8. In the meantime, the Trial Court Record be requisitioned in digital form.
9. The order be uploaded on the website forthwith.

ASHA MENON, J

JULY 26, 2022

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