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

+ **CS(COMM) 640/2021 & CCP(O) 17/2022**

KALAKAR PRINTS

..... Plaintiff

Through: Mr. Ravi Gupta, Senior Advocate
with Mr. Sohil Chopra, Mr. Nitin
Gupta and Ms. Aadrisha Gautam,
Advocates.

versus

**AFFORDABLE INFRASTRUCTURE AND HOUSING PROJECTS
PVT LTD**

..... Defendant

Through: Mr. Sameer Jain with Mr. Himesh
Thakur and Ms. Tanya Mittal,
Advocates.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

% **07.07.2022**

I.A. 16407/2021 (O-XXXVIII R-5 & 6 of CPC) & I.A. 2435/2022 (of the defendant u/S 151 of CPC)

1. I.A. No. 16407/2021 has been filed under Order XXXVIII Rules 5 and 6 of the Code of Civil Procedure, 1908 (CPC) on behalf of the plaintiff seeking a direction for the defendant to furnish security for the amount claimed in the suit.
2. Vide order dated 10th December, 2021, this Court had directed the defendant to file a bank guarantee of Rs.2,10,00,000/- in favour of the Registrar General of this Court.
3. An SLP, being SLP(C) No.494/2022, preferred by the defendant against the order dated 10th December, 2021, was dismissed by the Supreme



Court vide order dated 24th January, 2022.

4. I.A. No. 2435/2022 was filed on behalf of the defendant seeking modification of the order dated 10th December, 2021. Vide order dated 14th February, 2022, this Court had reduced the amount of bank guarantee from Rs.2,10,00,000/- to Rs.1,68,00,000/-.

5. The aforesaid bank guarantee has been furnished by the defendant.

6. I have heard the counsels for the parties. With the consent of the parties, following order is passed:

I. Out of the sums claimed in the suit the defendant shall provide security toward the following amounts:-

- (i) Rs.2,10,00,000/- towards the rent for the period from 1st August, 2020 to 30th May, 2021.
- (ii) Rs.10,78,941/- towards the arrears of electricity.
- (iii) A sum of Rs.7,68,750/- towards electricity connection which was disconnected due to non-payment of electricity dues.

II. A sum of Rs.42,00,000/- paid by the defendant to the plaintiff as security deposit would be adjustable from the aforesaid amounts. After adjustment of the security deposit of Rs.42,00,000/- the amount that would be required to be secured would be Rs.1,86,47,691/- .

III. Counsel from the defendant on instructions from the defendant has offered the following two properties as security of the aforesaid amounts:

- (a) Unit No. A-305, Third Floor, Block A, admeasuring 913.00 Sq. Ft. in 'Spaze Business Park' Sector 66, Gurugram, Haryana.
- (b) Unit No. A-306, Third Floor, Block A, admeasuring 913.00 Sq. Ft. in 'Spaze Business Park' Sector 66, Gurugram, Haryana.



- IV. In lieu of the bank guarantee furnished by the defendant, the defendant shall furnish the security of the aforesaid two properties, which are stated to be valued at about Rs.2,00,00,000/-.
- V. Security bond along with the original papers of the properties shall be filed within two weeks.
7. List before the Registrar General on 22nd July, 2022 for valuation and acceptance of the security.
8. Upon valuation and acceptance of the security, the original papers of the bank guarantee shall be released to the defendant.
9. The aforesaid directions are passed with the consent of the parties and without expressing any views on the merits of the matter.
10. The defendant shall have the liberty to seek the replacement of the aforesaid two properties with any other properties of an equivalent amount, at a later stage, if need so arises.

I.A. 6239/2022 (of the defendant O-XI R-12 & 14 of CPC)

11. The present application filed by the defendant seeks production of documents from the plaintiff as detailed in paragraph 5 of the application.
12. Senior counsel appearing on behalf of the plaintiff submits that the plaintiff shall furnish the documents that are stated in paragraph 5 of the application, which are available with the plaintiff, within two weeks from today.
13. In view of the above, the application stands disposed of.

AMIT BANSAL, J.

JULY 7, 2022/sr