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

+ **CS(COMM) 83/2022**

VISHWA AHIMSA SANGH

.....Plaintiff

Through: Mr. Ishaan Jain, Advocate (through VC) with Mr. Alok Bhachawat and Mr. Ashutosh Mahendru, Advocates along with plaintiff.

versus

PUNJAB NATIONAL BANK

.....Defendant

Through: Mr. Naman Shukla, Mr. A.B. Shukla, Mr. A.K. Shukla and Mr. Yasharth Shukla, Advocates.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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06.08.2024

1. Learned counsel appearing for the defendant states that the defendant has filed in the registry an application seeking extension of time by six months to vacate the suit premises beyond the period granted vide order dated 07.02.2024. He states that detailed reasoning has been given in the said application with respect to the circumstances in which the extension is sought. He states however, the application is not listed before this Court today.

2. He states that since there are 2500 lockers at his branch, the defendant has to undertake certain compliances as directed by Reserve Bank of India for shifting the said lockers including but not limited to issuing an advance notice of one month to its existing customers regarding the changes of

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location. He states that with respect to the shifting of currency chest, the approval of Reserve Bank of India had been obtained and the shifting of currency chest will be completed by the end of the today. He states that the defendant-Bank is willing to pay mesne profits for its occupation in the extended period of six months.

3. In response, learned counsel for the plaintiff states that as per the sanction letter dated 09.07.2019 placed on record by the defendant in this suit, the rent of the premises was agreed to be enhanced from Rs.7,60,320/- to Rs.9,50,400/- with effect from 16.02.2023. He states that therefore any extension of time to the defendant should be as per these admitted conditions of the sanctioned letter issued by the defendant itself. He relies upon clause 1.19 of the sanctioned terms appearing at page 19. He states that this is without prejudice to the right of plaintiff to claim mesne profits at the prevailing market rental for this period after trial. He states on instruction from the plaintiff that he has no objection to a further extension of 06 months

4. Learned counsel for the defendant does not dispute the contents of the sanctioned letter dated 09.07.2019 relied upon by the plaintiff.

5. Accordingly, in view of the submissions recorded hereinabove, the time for vacation of the premises by the defendant is hereby extended uptill 07.02.2025 on the condition that the defendant shall be liable to pay a sum of Rs.9,50,400/- towards rent per month.

6. The computation of the amount of Rs. 9,50,400/- in terms of the sanction letter has been handed over by the plaintiff and the same is taken on record.

7. The plaintiff, who is present in Court today, states that he has



currently raised an invoice of Rs.7,60,320/- on the defendant for the month of 01.07.2024 – 31.07.2024 and the payment towards the said invoice is due and payable by 16.08.2024. He states that he has not raised any invoice for the month of August, 2024.

8. The plaintiff is hereby directed to henceforth raise the invoice for the period commencing 01.08.2024 at Rs.9,50,400/-.

9. The defendant is directed to place on record its consent to bear the liability of payment of Rs.9,50,400/- for the extended period within 10 days on record. In case the defendant expresses its lack of consent to pay the said amount, it shall be liable to vacate the premises on or before the 10.08.2024.

10. It is clarified that the aforesaid directions have been passed without prejudice to the plaintiff's claim of mesne profits at a higher amount/prevailing market rental for the period of extension.

11. List for compliance on 05.09.2024.

12. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

AUGUST 6, 2024

Mk/AKT