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

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

VISHWA AHIMSA SANGH

.....Plaintiff

Through: Mr. Alok Bhachawat, Mr. Ishan Jain,
Advocate.

versus

PUNJAB NATIONAL BANK

.....Defendant

Through: Mr. R. K. Dubey, Mr. A.K Shukla,
Mr. Naman Shukla, Advocates along
with Mr. Neeraj Kumar, Dy. Circle
Head, Ms. Richa Gupta, Sr. Manager,
Mr. Pawan Kumar, Manager, PNB.

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

14.02.2025

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I.A. 3709/2025 (Application seeking extension of six months time for vacating/handing over peaceful possession)

1. Pursuant to the previous order dated 12th February 2025, where the background facts and circumstances were noted in relation to the defendant Bank's obligation to handover vacant and peaceful possession of the property to the plaintiff, for which they have sought an extension of six months, Ms. Richa Gupta, Senior Manager of the Bank and Mr. Neeraj Kumar, Deputy Circle Head incharge of the Region, Punjab National Bank are present before the Court voluntarily.

2. They state that this Branch has been operational at the premises for the last forty years and, has about *thirty-five thousand* customers and it has,



therefore, taken them excess time to re-locate to another property in the same region, in order to ensure that their customer base is not disturbed.

3. For this, they have already commenced the process which is underway to locate another property. However, it is not fructified due to various reasons which are noted in their application.

4. As a *bona fide* step to show their intention, they have already moved the *Currency Chest* which occupied 1700 sq. foot of the basement to another premises.

5. Officials of the bank assure the Court that, the holding over of the premises is not *mala fide* and they are fully aligned to their responsibility to the directions of this Court.

6. However, counsel for plaintiff as well as the plaintiff, who is present in Court, states that plaintiff is a *Charitable Organization* and cannot be left out of pocket for this holding over. A rent of Rs.9,50,400/- towards the rent being paid for this period of holding over, has already been directed by this Court.

7. Officials of the Bank state that as per their bank valuers, registered with the bank, the rent is in the same region of about Rs. 9.5 lakhs.

8. But this is a large variation since the plaintiff states that a rent of Rs.2.50 per sq. feet is the market rent which would amount to about Rs.17 odd Lacs.

9. Balancing the interest of the parties, considering that the Bank assures that no further extension shall be taken, the application is allowed for the Bank to continue for a period within *six months* subject to them paying rent of Rs.12 Lacs to the plaintiff, in the meantime.

10. This figure has been arrived at as a broad assessment balancing out



the respective figures, provided by the conflicting parties and, also taking into account that this is the *second extension* sought by the Bank after the initial period of *six months* granted by this Court.

11. Revised rent of *Rs.12 Lacs* will be payable from the month of February 2025, onwards till the Bank vacates the property. It is expected that the Bank need not wait for the expiry of *six months* to vacate the property and shall do so at the earliest.

12. Needless to state the Bank shall give the plaintiff one month's prior notice of the date of vacating the property, in order, that the possession can be peacefully transferred to plaintiff organization.

13. Accordingly, the application is disposed in aforesaid directions.

CCP(O) 12/2025

1. In view of the directions above, no further directions are required in ***CCP(O) 12/2025***.

2. Accordingly, ***CCP(O) 12/2025*** is disposed of as infructuous.

CS(COMM) 83/2022

1. List before the Joint Registrar (Judicial) on 4th March 2025, the date already fixed.

2. Order be uploaded on the website of this Court.

ANISH DAYAL, J

FEBRUARY 14, 2025/ak/bp-tk