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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 83/2022, I.As. 2020/2022, 2919/2023 & 20226/2023**
VISHWA AHIMSA SANGH Plaintiff
Through: Mr. Alok Bhachawat, Advocate.

versus

PUNJAB NATIONAL BANK Defendant
Through: Mr. Arun Kumar Shukla, SC for
PNB, Mr. Naman Shukla, Mr.
Yasharth Shukla, Advs. (M.
8586866046)

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% **07.02.2024**

1. This hearing has been done through hybrid mode.

I.A. 20226/2023 (for substitution)

2. This is an application for substitution of an authorised officer. The same is allowed.

3. Application is disposed of.

I.A. 2919/2023 (u/O XII Rule 6 CPC) in CS(COMM) 83/2022

4. This is an application under Order XII Rule 6 filed by the Plaintiff seeking a decree of eviction from the suit property against the Defendant, and directions towards payment of a sum of Rs.1,01,77,920/- with respect to differential amount of the agreed rent, Rs. 15,20,640/- towards arrears of rent and Rs. 7,60,320/- towards mesne profits since 16th November, 2020 till the handing over of the suit property.



5. The Plaintiff is the admitted owner of the basement of the ground floor along with the open space in front of the said floor at municipal property bearing No. KB-257, Acharya Sushil Ashram, New Rajinder Nagar, Shankar Road, New Delhi-110060

6. The Defendant had approached the Plaintiff for taking the property on lease. A registered lease deed dated 22nd October, 2009 was executed between the parties for an initial period of five years at a monthly rental of Rs.3,45,600/- and thereafter the same was to increase by 25% for a subsequent period of five years which would amount to Rs.4,32,000/-.

7. The lease period expired on 15th February, 2018. From 16th February, 2018, the tenancy has been a month to month tenancy. The Defendant-Bank continues to be in possession of the property and the monthly rental of Rs.7,60,320/- was to be paid. According to the Plaintiff, the Defendant did not pay the agreed rent and, therefore, the Plaintiff terminated the tenancy on 27th October, 2020 vide a legal notice. Since the Bank did not vacate the property, the present suit is filed seeking possession as also mesne profits of more than Rs.2.85 crores along with interest.

8. The application under Order XII Rule 6 has been filed based on the pleadings between the parties. Mr. Alok Bhachawat, Id. Counsel for the Plaintiff submits that the Defendant-Bank admits the execution of the lease as also that the tenancy has expired in the written statement. Id. Counsel for the Bank submits that it has tried several times to negotiate the fresh lease but there has been no resolution.

9. The Court has perused the various paragraphs of the plaint and the written statement. There can be no doubt that the Defendant-Bank has admitted the lease deed. The Defendant-Bank is thus a month to month



tenant. As on date, the Defendant-Bank cannot claim any right to keep possession of the property. However, Id. Counsel for the Defendant-Bank submits that the premises is being put to use by the Defendant-Bank for a currency chest and, therefore, there are various regulatory approvals *etc.*, that are required for shifting such a premises.

10. Considering the nature of the matter and the admissions made in the written statement, the suit is liable to be decreed *qua* possession in favour of the Plaintiff against the Defendant-Bank.

11. The Defendant-Bank shall hand over the vacant and peaceful possession of the suit premises within a period of six months subject to payment of Rs.7,60,320/- per month for the next six months. If the amount of rent is not paid, the Defendant-Bank shall hand over the vacant and peaceful possession within a period of two months subject to approval.

12. ***I.A. 2020/2022*** is also disposed of.

13. Insofar as mesne profits is concerned, the matter would proceed further. In the meantime, considering the nature of the disputes, the parties are also referred to Delhi High Court Mediation and Conciliation Centre.

14. List before the Delhi High Court Mediation and Conciliation Centre on 20th February, 2024 at 3.00pm.

15. List before the Joint Registrar for completing the admission/denial on 9th April, 2024.

16. List before the Court on 6th August, 2024.

PRATHIBA M. SINGH, J.

FEBRUARY 07, 2024*mr/ks*