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

+ **W.P.(C) 11847/2024**

ANSAL PLAZA

OWNERS WELFARE ASSOCIATION

.....Petitioner

Through: Mr. Sandeep Sethi, Sr. Adv.
alongwith Mr. B. A. Ranganadhan,
Sr. Adv. for J. Sagar Associates.

versus

LAND AND DEVELOPMENT OFFICE & ORS.Respondents

Through: Mr. Shashank Bajpai, CGSC
alongwith Ms. Aashna Mehra and Mr.
Vatsal Tripathi, Advocates for R1.
Ms. Kirti Garg, Adv. for R2.
Mr. Anuj Malhotra, Ms. Prerana
Mahajan, Advocates for R5.

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

% **16.09.2025**

CM APPL. 58619/2025 (for withdrawal of amount deposited)

1. The present application is being filed by J. Sagar Associates (Applicant), who is tenant of the premises bearing no. B-201- 233 on Second (2nd) Floor and Unit Nos. A-300-319, B-301-303, 305 and 306, on Third (3rd) Floor, Ansal Plaza Mall, HUDCO Place, August Kranti Marg, New Delhi – 110049.

2. It is submitted that in compliance with the directions issued by this Court *vide* order dated 28.11.2024, the applicant deposited a sum of Rs.14,34,081/- with the Registry of this Hon'ble Court. The relevant extract of the said order reads as follows:

“1. The Applicant- J. Sagar Associates, having their registered office at



Ansal Plaza Mall, is now constrained to file a fresh application as they have received a notice dated 26th November, 2024 calling upon them to make payments towards outstanding dues along with interest towards late payment. Counsel for Applicant, states that they dispute the amount claimed in the notice, however, to establish their bona fide, they are willing to make a deposit of the amount demanded before this Court. The said statement is taken on record. The Applicant is permitted to make the deposit of INR 14,34,081/-, with the registrar of this Court, within three days from today.

2. Counsel for VSquare Services Pvt. Ltd. states that they have already made the payments towards electricity and other maintenance charges, to the concerned department and are out of pockets and therefore, the Applicant should be directed to make the payment to them directly.

3. Since the amount is disputed and their interest is being safeguarded, it is directed that VSquare Services Pvt. Ltd shall not to take any coercive action in terms of notice dated 26th November, 2024. In case the electricity connection has been disconnected, the same is to be restored forthwith."

3. Clearly, the aforesaid deposit was made by the applicant in lieu of the outstanding/s of V Square Services Private Limited at that point of time. Subsequently, V Square Services Private Limited vide affidavit dated 27.05.2025, has unconditionally accorded its 'No Objection' to the withdrawal of the said amount by the applicant. The same, *inter alia*, reads as under :

"I, Mr. I.B. Singh, S/o .Sh. Jagir Singh aged about years, presently working as Chief Executive Officer of VSquare Services Private Limited, having its registered office at Shop No. GF-25, West Gate Mall, Plot No. 4, 5 & 6, Block No. 1, Shivaji Place District Centre, Raja Garden, Delhi - 110027, do hereby solemnly affirm and declare as under: -

1. I am duly authorized and competent to swear this Affidavit on behalf of VSquare Services Private Limited ("VSquare").

2. This Affidavit is being submitted to record VSquare's No Objection for the release of Rs. 14,34,081/- (Rupees Fourteen Lakh Thirty-Four Thousand Eighty-One Only) deposited by J. Sagar Associates ("JSA") before this Hon'ble Court in CM APPL. 69771/2024 in W.P. (C) No. 11847 of 2024, in terms of the Hon'ble Court's Order dated 28.11.2024.



3. *The parties have had discussions and, without prejudice to their respective rights and contentions, have mutually agreed to the following terms: -*

a) VSqume acknowledges receipt of Rs. 12,00,000/- (Rupees Twelve Lakhs Only) (Rs. 8,00,000/- on 25.04.2025 and Rs. 4,00,000/- on 13.05.2025) in foil and final settlement of all claims / invoices/demands from O 1.01.2024 up to 31.03.2025 and CAM charges up to 30.04.2025.

b) VSquare confirms that there are no outstanding dues or claims or invoices of any nature whatsoever against JSA from 01.01.2024 up to 31.03 .2025; and CAM up to 30.04.2025.

c) From 01.04.20'25, electricity charges will be paid at the rate which are being charged to all the occupants of the mall and CAM charges at the rate of Rs. 25/- per square foot from O 1.05.2025, with invoices to be raised by email allowing at least 7 days for payment.

d) VSquare will ensure continuous and reliable maintenance services, including uninterrupted electricity supply, provided that JSA continues to make payments in accordance with the agreed terms.

4. *In view of the aforesaid agreed terms, I, on behalf of VSquare, give unconditional No Objection for withdrawal of the deposited amount of Rs. 14,34,081/- by JSA before this Hon 'ble Court.*

5. *I, on behalf of VSqnare, further assure and undertake not to disrupt any services or disconnect electricity at the Premises occupied by JSA, provided JSA continues to make payments as per the agreed terms.*

6. *I say that the parties have agreed that nothing contained in this Affidavit shall be construed as a waiver of any rights, remedies, or obligations of either party, which shall continue to subsist in accordance with law."*

4. Learned senior counsel for the applicant confines himself to seeking that the applicant be allowed to withdraw the said amount on an undertaking to abide by any directions that may be issued by this Court requiring the applicant to re-deposit and / or make further deposit/s.

5. In the circumstances, subject to the applicant filing the aforesaid



undertaking, the applicant is permitted to withdraw the amount of Rs. 14,34,081/-.

6. The present application stands allowed in the above terms.

7. List before the concerned Joint Registrar on 25.09.2025, for filing of the requisite affidavit and for withdrawal of the Rs. 14,34,081/- (including interest accrued thereon).

SACHIN DATTA, J

SEPTEMBER 16, 2025/at