

Nitin Bakshi vs Splendor Buildwell Private Limited & ... on 13 October, 2020

Author: C. Hari Shankar

Bench: C. Hari Shankar

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* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ O.M.P.(I) (COMM.) 277/2020 & I.A. 8065/2020

NITIN BAKSHI

..... Pe

Through: Mr. Jeevesh Nagrath, Adv
Mr. Chandan Dutta and Mr.Ankit Mo
Advs.

versus

SPLENDOR BUILDWELL PRIVATE
LIMITED & ANR.

..... Responde

Through: Mr. Sidhartha Das,
Mr. Gajanand Kirodiwal, Adv.

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR
ORDER

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13.10.2020
(Video-Conferencing)

O.M.P.(I) (COMM.) 277/2020 & I.A. 8065/2020

1. This is a petition under Section 9 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as "the 1996 Act"). On 13th October, 2017, the petitioner and the respondent entered into a "Space Buyer's Agreement". Under the said agreement, the petitioner was to purchase the entire first floor, in the respondent's "Spectrumone" Complex housing project, alongwith 30 reserved car parking spaces. Clause 3.1 of the Space Buyer's Agreement set out the consideration to be paid by the petitioner, and reads thus:

"3.1 That in accordance with and subject to the terms and conditions set out in this Agreement and mutually agreed upon by and between the Parties, the Company hereby agrees to allot/sell to the Allottee and the Allottee hereby agrees to purchase the Said Unit i.e. IT/ITES Office Unit No.: 701-725 contained by admeasurements 2511.334 sq. mtr. (i.e. 27032 sq. ft.) of super area and 1757.934 sq. mtr. (i.e.18922.4 sq. ft.) of covered area approximately on Seventh Floor of Tower No. B (herein 'Said

Tower') in the Said Complex for a basic sale price of Rs. 2610/- (Rupees Two Thousand Six Hundred Ten only) per sq. ft. aggregating to total basic sale price of Rs.7,05,53,520/- (Rupees Seven Crore Five Lacs Fifty Three Thousand Five Hundred Twenty only) alongwith other charges including but not limited to External Development Charges (EDC), Infrastructure Development Charges (IDC); EEC etc. as defined in this Agreement which shall be payable by the Allottee when demanded by the Company as per the Schedule of Payments opted by the Allottee as set out in Payment Plan annexed to this Agreement as Annexure -I along with service tax, VAT any other statutory duty/taxes, charges, cess, security deposits, etc. as mentioned in this Agreement. The above said Schedule of Payment/Payment Plan shall always form and be read as integral part of this Agreement The earmarked use of the Said Unit shall be as IT/ITES Office Space.

The provision of basement in the Said Complex does not entitle the Allottee to the facility of parking his car(s) therein unless he has acquired the right to use of car parking Space in the basement under this agreement or a separate arrangement with the Company."

2. The figure of 7,05,53,520/-, reflected in the afore-extracted Clause 3.1, when augmented by GST and service tax, aggregated to 7,90,19,942/-.

3. Clause 5.1 of the Space Buyer's Agreement recorded the fact that the petitioner had paid, upfront, an amount of 3.96 crores (including GST) at the time of registration of the booking/allotment of the unit, and undertook to pay the balance sale consideration and all other charges, including service tax, statutory duties etc. "described in schedule of payment annexed as Annexure-I", in the manner indicated in the Space Buyer's Agreement. Clause 5.1 may, for ready reference, be reproduced as under:

"5.1 That the Allottee has already paid a sum of Rs. 3,96,00,000/- (Rupees Three Crore Ninety Six lakhs only) prior to/at the time of registration for the booking/allotment of the Said Unit, the receipt of which the Company hereby again acknowledges and the Allottee agrees to pay the balance sale consideration and all other charges, service tax, statutory duties/taxes/levies, cess, security, deposits, etc as described in Schedule of payment annexed as Annexure -I to this Agreement and in the manner indicated herein."

4. Annexure I to the Space Buyer's Agreement, below the head "Schedule of Payment/Payment Plan", merely contained a handwritten endorsement reading "as per MoU".

5. The "MoU", to which reference was made in the Schedule of Payment/Payment Plan, constituting Annexure I to the Space Buyer's Agreement, was executed, between the petitioner and the respondent, three days after the execution of the Space Buyer's Agreement, on 16th October, 2017. The MoU was a tripartite agreement, among the petitioner, the respondent and M/s Ishayu Builders & Developers Pvt. Ltd. (the owner of the property in question), who were described, in the MOU, as

"the Allottee", "Developer" and "Owner Company". Clauses 3 and 5 of the MoU read thus:

"3. That the Developer has agreed to allot to the Allottee and the Allottee has agreed to purchase, IT/ITES Office space contained by admeasurements 2511.33 sq. mtr. i.e. 27,032 sq. ft. of super area approximately bearing Unit No. from 701 to 725 i.e. entire floor plate of 7th Floor of Tower No. B in the Said Complex (hereinafter referred to as the "Said Space") on the terms and Conditions contained under the Space Buyer Agreement executed between the Developer and the Allottee. The Allottee has opted for the 'Investment Return Plan' and has agreed that the consideration for allotment of the Said Space is to be determined at basic sale price of Rs.2610/- (Rupees Two Thousand Six Hundred Ten only) per sq. ft. of super area aggregating to a total basic sale consideration of Rs 7,05,53,520/- (Rupees Seven Crores Five Lakhs Fifty Three Thousand Five Hundred Twenty Only) including preferential location charges, EDC, IDC, as applicable as per the said Space Buyer Agreement.

5. That the Developer will pay Rs. 69.66/- (Rupees Sixty Nine & Sixty Six Paise only) per sq. ft. per month on 27,032 sq. ft. as an assured return to the Allottee from 1st November, 2018 till the Said Space is leased out to the prospective Lessee(s) i.e. till the signing of the LOI with the prospective Lessee(s). The Developer has given upfront discounting of above said assured return equivalent to 12 months rental i.e. Rs.2,39,43,200/- (Rs. Two Crores Thirty Nine Lakhs Forty Three Thousand Two Hundred Only) to the Allottee, at the time of execution of this MoU. The above assured return cheques w.e.f. 1st November, 2018 shall be payable on or before 7th day of each succeeding calendar month subject to deduction of TDS as per rates prescribed under the Income Tax Act, 1961 in the relevant period. In case the leasing of the Unit takes place on or before expiry of Twelve months, then in such a case the Allottee shall be under an obligation to return the said proportionate discounted value to the Developer, upon execution of the sale deed or transfer to any third party for the Said Space."

6. Clearly, the only quantified payment, specified in the MoU, as payable by the petitioner to the respondent, was 7,05,53,320/-.

7. Para 5 of the MoU also cast, on the respondent, the obligation, to pay, to the petitioner, "assured return" @ 69.66 per sq. foot per month, on the area of 27,032 sq. feet, with effect from 1st November, 2018, till the leasing out of the space to the prospective lessees. This amount, according to para 12 of the petition, aggregates, as on 30 th July, 2020, to 4,54,75,633/-, of which, according to Mr. Nagrath, not a single farthing has been paid by the respondent, till date.

8. Certain additional payments are, according to the petitioner, due from the respondent, but, for the purposes of the present order, I do not deem it necessary to enter into the details thereof.

9. Clauses 10 and 20 of the MoU are also relevant and may, therefore, be reproduced thus:

"10. That the Developer has entered into Space Buyer's Agreement in respect of the Said Space with the Allottee. Detailed terms and conditions of allotment of the Said Space to the Allottee shall form part of the Space Buyer's Agreement. To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the Allottee that reference shall be made to the detailed terms of the Space Buyer Agreement. It is clearly understood and agreed by the Parties that this MOU shall be read in conjunction with the Said Space Buyer's Agreement. In case of any contradiction between the terms and conditions contained in this MOU and those contained under the Said Space Buyer's Agreement, the terms and conditions of this MOU shall prevail at all times." (Emphasis supplied) "20. This Agreement merges and supersedes and has over riding effect on all prior discussion and correspondence between the parties or any other Agreement and understanding that the parties may have in respect of the Said Space." (Emphasis supplied)

9. Consequent to the COVID-2019 pandemic, which has affected the country, Respondent No.1 addressed a communication, on 24 th July, 2020, to the petitioner, in which reliance was placed on Office Memoranda, dated 19th February, 2020 and 13th May, 2020, issued by the Ministry of Finance, Government of India, to the effect that the restrictions, which had come into place consequent of the COVID- 2019 pandemic, constituted force majeure. The communication merits reproduction, in extensor, thus:

"Date : 24th July 2020 To, Mr. Nitin Bakshi K-9/40, DLF Phase - II, Gurugram - 122002.

Sub:- Unit No.701 to 725 admeasuring 27.032 sq. ft. of super area on the Seventh Floor of Tower B of the IT Park Complex 'Spectrumone' situated at Sector -58, Village : Behrampur, Tehsil : Sohna, District: Gurugram, Haryana (Said Property) Dear Mr. Bakshi, Greetings from Splendor Buildwell Pvt. Ltd . The present letter is being sent in continuation of our earlier letters dated 7th April 2020 sent vide email dated 13th April 2020 and letters dated 9th May 2020 sent vide email dated 11th May 2020 to you.

As you are aware, the Company is facing unprecedented threats from the Novel Coronavirus Disease (COVID-19) prevailing across the globe, which the World Health Organisation declared COVID-19 as a 'Pandemic'. The Company is taking all necessary precautions and adopting measures to mitigate the risks and consequences as a result of this outbreak.

Vide letter dated 7th April 2020, we had informed you that the Ministry of Finance, Government of India had issued an Office Memorandum (OM) on 19th February 2020, clarifying that the COVID-19 outbreak is covered by a force majeure clause of the Manual for Procurement of Goods, 2017 and it should be considered as a case of 'natural calamity' and force majeure clause may be invoked, wherever considered appropriate. In continuation of the OM, the Ministry of Finance, Government of

India had issued another Office Memorandum dated 13th May, 2020 clarifying inter alia that subsequent to issuance of OM dated 19th February 2019, further disruptions have affected transportation, manufacturing and distribution of goods and services in the country. Limitations placed on the movement of men and material as per guidelines issued by Ministry of Home Affairs under the Disaster Management Act, 2005 and the respective State of UT governments from time to time have severely impaired the fulfilment of contractual obligations for supply of goods, works and consultancy and other services. Therefore parties may invoke force majeure clause for all construction/works contracts, goods and services contracts and PPP contracts with Government Agencies.

Vide letter dated 9th May 2020, we had informed you that we are putting out best efforts to ensure that we are able to provide the services and discharge obligations in these new normal conditions.

It is pertinent to note that the Ministry of Housing and Urban Affairs vide its Office Memorandum No.O-17024/230/2018- Housing-UD/EFS-9056405 dated 13th May 2020, has also observed as follows:

".....It is quite evident that current pandemic caused by nature is adversely affecting regular development of real estate projects. Hence, it attracts invoking the provision of 'force majeure'."

In light of the extenuating circumstances which are preventing the parties from implementing the terms of their understanding (for reasons beyond their control), we hereby inform you that the MOU dated 16th October 2017 executed between ourselves stands cancelled without any liability on either party.

Further, we were pleased to inform you earlier, that we had completed construction of the Said Complex in 3rd quarter of calendar year 2018 and we had thereafter applied for the occupancy certificate in Nov. 2018 and the competent authority had granted the occupation certificate for the same. In view of the above, the Company is ready to offer the possession of the said Property to you. You are therefore requested to come forward and complete the formalities for possession.

We have received a sum of Rs.7,32,90,699/- (inclusive of GST & TDS) against the total basic sale consideration of Rs.7,90,19,942/- including GST of the Said Property.

In accordance with the terms and conditions of the Space Buyer Agreement as executed between us, you are hereby advised to kindly:

- Clear the outstanding dues in relation to the balance sale consideration amounting to Rs 57,29,244/ and other dues and charges payable by you as per the Space Buyer Agreement dated 13th October 2017 and take possession of the said property .

- Complete all the requisite formalities, necessary documentation (e.g., maintenance agreement, information/particulars required for registration etc.)
- Make payments towards stamp duty and registration charges as applicable to the relevant Govt. authority and legal fees;
- Upon receipt of the due amounts and completion of all documentary formalities, the Company will carry out the execution and registration of the Conveyance Deed for the Said Property.

Please note that the legal possession of the Said Property shall ensure with upon due execution of the Conveyance Deed of the Said Property in your favour.

It is pertinent to state here that you have been harassing us by sending messages continuously on what's app and other means, which are derogatory, disrespectful, abusive, threatening, causing mental agony and harassment to us, as such please refrain from sending any such messages in future and we reserve our right to take appropriate action under the law as deemed fit.

We trust you will find the above in order.

Thanking you and assuring of our best services at all times, we remain.

With Regards, For Splendor Buidwell Pvt. Ltd.

Sd/-

(S.G. Manjunath) Authorised Signatory"

10. The force majeure clause, contained in the Space Buyer's Agreement, read thus:

"18. FORCE MAJEURE That if the construction of the Said Unit is delayed due to force majeure circumstances, which, inter- alia. include delay on account of non-availability of construction materials or water supply or electric power, or strike or slow down or due to a dispute with the contractors or with the construction agency or civil commotion, or by reason of war or enemy action or earthquake, flood, explosions , fire or any act of God, delay in certain decisions/ clearances from any statutory body, or if non development of the Said Unit is as a result of any notice, order, rules or notification of the Government and/or any other public or competent authority, industrial disturbance, inevitable accidents or for any other reason beyond the control of the Company and in any of the aforesaid events, the Company shall be entitled to a reasonable corresponding extension of the time for completion of construction of he Said Unit as mentioned in Clause 9.2 hereinabove."

It is clear that the respondent cannot take advantage of the aforesaid clause, as it applies only to delay in construction of the unit owing to force majeure circumstances, and entitles the petitioner, if anything, to extension for the time of completion of the contract in such circumstances.

10. Prima facie, therefore, the invocation, by the respondent, of the OM's dated 19th February, 2020 and 13th May, 2020, of the Ministry of Finance, which apply only in the case of contracts containing a force majeure clause capable of being invoked by the party seeking such invocation, is misdirected.

11. In view of the issuance of the aforesaid letter dated 24th July, 2020, the petitioner submits that arbitrable disputes have arisen between the parties and, pending invocation of arbitration, seeks, means of the present petition under Section 9 of the 1996 Act, pre-arbitral interim reliefs. The prayer clause in this petition reads as under:

"In View of the foregoing facts and circumstances, it is most respectfully prayed that this Hon'ble Court may most graciously be pleased to:

a) Pass an order of injunction thereby restraining the Respondents or any of their agents, directors, employees etc. or any persons acting under their authority or under them, from or in any manner whatsoever, directly or indirectly, parting with possession, dealing with, alienating, transferring or creating any third party rights or encumbrance of any nature whatsoever on the Said Property agreed to be sold to the Petitioner under the Agreement being Unit nos. 701-725, Seventh Floor, Tower-B, admeasuring 2511.334 sq. mtrs. (27,032 sq. ft.) of super area and 1757.934 sq. mtrs (18,922.4 sq. ft.) of covered area in IT Park Complex "Spectrumone" situated at Sector -

58, Village Behrampur, Tehsil Sohna, District Gurugram, Haryana alongwith 30 reserved car parking spaces except in favour of the Petitioner;

b) Pass an order of injunction in favour of the Petitioner and against the Respondents thereby directing the Respondents to execute and register the sale deed in favour of the Petitioner for the Said Property agreed to be sold to the Petitioner under the Agreement being Unit nos. 701-725, Seventh Floor, Tower- B, admeasuring 2511.334 sq. mtrs. (27,032 sq. ft.) of super area and 1757.934 sq. mtrs (18,922.4 sq. ft.) of covered area in IT Park Complex "Spectrumone" situated at Sector - 58, Village Behrampur, Tehsil Sohna, District Gurugram, Haryana alongwith 30 reserved car parking spaces on the Petitioner paying to the Respondent no. 1 the said sum of Rs. 57,29,244/- (Rupees fifty seven lakhs twenty nine thousand two hundred and forty four only) demanded in the letter dated 24.07.2020 and on the Petitioner paying the stamp duty and registration charges and thereafter to deliver actual vacant peaceful physical possession of the Said Property to the Petitioner in terms of the Agreement without Respondents demanding that the Petitioner should give up his claims under the MoU;

(c) Pass ad interim ex-parte orders in terms of prayers (a) and (b) above in favour of the Petitioner;

(d) Grant costs of the present proceedings and of those incidental thereto in favour of the Petitioner and against the Respondent; and

(e) Pass such other and further order (s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case, in favour of the Petitioner and against the Respondent."

12. Issue notice. Notice is accepted by Mr. Siddharth Das, learned Counsel for the respondent. Counter affidavit, if any, may be filed to this petition within a period of four weeks with advance copy to learned Counsel for the petitioner who may file rejoinder thereto, if any, within two weeks thereof.

13. List before the Joint Registrar for completion of pleadings on 2nd December, 2020.

14. Consequent on completion of pleadings, the Joint Registrar would place the matter before this Court.

15. Mr. Jeevesh Nagrath presses for ad interim relief in terms of prayer (c) in the petition, and both learned Counsel have been heard at length, on the said prayer.

16. The submissions of Mr. Nagrath stand captured in the recital of facts hereinabove, Mr. Siddharth Das, learned Counsel for the respondent submits that the reliance, by the petitioner, on the MoU dated 16th October, 2017, is completely misplaced, as the MoU and the Space Buyer's Agreement are separate contracts, containing separate arbitration clauses. To a query from the Bench, as to the default on the part of the respondent, in abiding by its obligation, under Clause 5 of the MoU, to the extent that the amount due from the respondent to the petitioner has aggregated to almost 5 crores as on date, the only response of Mr. Das is that, if the petitioner desires to press the said claim or seek any recovery from the respondent on that count, he would have to file a separate petition, as the MoU and the Space Buyer's Agreement constitute separate contracts. Mr Das does not, therefore, dispute the default, by the respondent, of its obligations, apropos the petitioner, under the MoU.

17. Apropos the liabilities of the petitioner, Mr. Das draws attention to the stipulation, in Clause 3.1 of the Space Buyer's Agreement, obligating the petitioner to pay 7,05,53,520/- alongwith other charges including but not limited to external development charges, infrastructure development charges, EEC etc. These "other charges", according to Mr. Das, are reflected in the very next clause, i.e. Clause 3.2 of the Space Buyer's Agreement, which reads as under:

"3.2 That the price mentioned in Clause 3.1 above is inclusive of the cost of providing electric wiring upto one common point in the Said Unit, but does not include electric connection charges, service lines and the cost of fittings, fans and fixtures, electric and water meters which shall be got installed by the Allottee at his own cost. Electric connection charges will be charged extra and the amount payable will be inter-alia to cover the cost payable to the Company for the service connection, service lines, sub-station equipment, cost of DG set(s), cost of area under the subject installation

and security deposit, etc. The Allottee will be required to pay the charges pro-rata per sq. ft. as demanded by the Company. The expenses will be charged in proportion to the super area of the Said Unit."

18. Clearly, a reading of Clause 3.2 reveals that the only charges that can be claimed by the respondent from the petitioner, under the said Clause, are "electric connection charges". To a specific query from the Bench, Mr. Das acknowledged, frankly, that there was no communication, from the respondent to the petitioner, quantifying any amount as payable by the petitioner, save and except the amount of 57,29,244/-, as mentioned in the letter dated 24th July, 2020. Mr. Das seeks to draw attention to the fact, however, that the said letter also required the petitioner to pay "other dues and charges payable as per the Space Buyer's Agreement dated 13th October, 2017", for taking possession of the property.

19. When this petition was initially listed before this Court on 15 th September, 2020, Mr. Siddharth Das made a specific submission that the respondent was ready and willing to execute the requisite documents and hand over possession, to the petitioner, subject to the petitioner making the necessary payments. In these circumstances, he suggested that this petition could be disposed of, leaving the parties to iron out their differences in arbitration. The respondent was, therefore, directed to file an affidavit to that effect.

20. The respondent filed an affidavit, in para 5 of which it was stated that the respondents were willing to execute the conveyance deed and hand over possession of the suit property to the respondent, "subject to payment of all due amounts payable by the petitioner and completion of the other documentary formalities i.e. execution of maintenance agreement etc. as per Space Buyer's Agreement dated 13th October, 2017 executed between the parties". As the affidavit did not quantify the exact amount payable by the petitioner, the respondent was directed to file a separate affidavit to the said effect. In the affidavit that came to be filed, consequent to the said directions, the respondent has claimed a total amount of 4,97,60,317/- from the petitioner, apart from an additional amount of 54,06,400/- and 50,000/-.

21. Mr. Nagrath submits that the respondent is playing ducks and drakes with this Court, by raising an inflated demand, much in excess of the demand reflected in the letter dated 24th July, 2020 (supra). He points out that no such figure has been quantified in any communication from the respondent to the petitioner. Nor, Mr. Nagrath points out, is any such figure to be found either in the Space Buyer's Agreement or in the MoU.

22. Having heard learned Counsel for both sides at considerable length, that the demand, postulated in the affidavit dated 5th October, 2020 filed before this Court, by the respondent, does not find place in any earlier communication from the respondent to the petitioner. The only figure that is reflected in the said communications is 57,29,244/- which, submits Mr. Nagrath, his client is ready and willing to disgorge forthwith. No doubt, Clause 3.1 refers to "other charges"; there is, however no communication from the respondent to the petitioner, quantifying any such other charges. There is substance, prima facie, in the contention, of Mr. Nagrath that, if, in fact, an amount of 4,97,60,317/- was actually payable, by the petitioner to the respondent, that figure

would certainly have been communicated to the petitioner earlier in point of time.

23. I am also not convinced, *prima facie*, with the submission of Mr. Das that the MoU and the Space Buyer's Agreement constitute distinct and disparate contracts. Clause 10 of the MoU categorically states that the MoU shall be read in conjunction with the Space Buyer's Agreement. There is, therefore, *prima facie*, substance in the contention, of Mr. Nagrath, that the respondent cannot wish away its obligation under the MoU which, according to him, has aggregated, as on date, to almost 5 crores. Mr. Das has not chosen to dispute this figure, or the liability of the respondent in that regard (despite a specific query from the bench), only choosing to submit that the petitioner would have to raise the said claim in separate proceedings. This submission, again, is based on the premise that the MoU and the Space Buyer's Agreement constitute separate and distinct contracts which, in my view, *prima facie*, does not merit acceptance.

24. Mr. Das has also sought to point out that the MoU contains a separate arbitration clause. That may be so. The mere existence of a separate arbitration clause in the MoU cannot, however, mitigate the effect of Clause 10 of the MoU which specifically requires the MoU and the Space Buyer's Agreement to be read together.

25. Mr. Das also sought to contend that the MoU stood terminated by the letter dated 24th July, 2020. A reading of the said letter - which stands reproduced, in extenso, in para 11 (supra) - reveals that the only ground, cited by the respondent for terminating the MoU, was the COVID-2019 pandemic and, consequently, the existence of "force majeure". Reliance has been placed, in the letter, on the Office Memoranda dated 19th February, 2020 and 13th May, 2020 issued by the Ministry of Finance. As already opined by me hereinabove, the reliance, by the respondent, on these Office Memoranda, is misconceived, as they merely permit invocation of the force majeure clause contained in the contract between the parties. The force majeure clause in the Space Buyer's Agreement, as already pointed out hereinabove, is of no avail to the respondent.

26. Resultantly, the very legality of the termination of the MoU, may be open to dispute.

27. In view of the above, I am of the opinion that the petitioner has made out a *prima facie* case, justifying grant of ad interim relief in terms of prayer (a) in this petition. In case status quo, regarding title and possession, in respect of the property, constituting subject matter of the Space Buyer's Agreement, is not directed, there is every chance of the respondent encumbering or alienating the said property, which might completely frustrate the petitioner's right and may also render the arbitral proceedings, as and when they are instituted, a futility even before they begin. A clear case for ad interim protection of the petitioner, pending consideration and disposal of the present petition is, in my view, made out.

28. In view thereof, the prayer (c) in the petition, is allowed to the extent of grant of ad interim protection in terms of prayer (a) therein. Resultantly, pending disposal of the present petition, the respondent is restrained from alienating, encumbering or creating third party rights in respect of the property located at Nos. 701-725, Seventh Floor, Tower-B, IT Park Complex, Spectrumone, admeasuring 2511.334 sq. mtrs super area and 1757.934 sq.mtrs. covered area, situated at Sector-

58, Village Behrampur, Tenshil Sohna, District Gurugram, Haryana, alongwith 30 reserved car parking spaces, appurtenant thereto.

29. The prayer for ad interim relief stands allowed accordingly.

30. All observations contained in this order are prima facie and are recorded only for the purposes of consideration of the prayer for ad interim relief. They would not bind this at the stage of final disposal of this petition.

C. HARI SHANKAR, J.

OCTOBER 13, 2020/kr