

Punjab National Bank vs Hardayal Singh & Ors on 1 February, 2019

Author: Valmiki J. Mehta

Bench: Valmiki J. Mehta

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* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ RFA 86/2019

PUNJAB NATIONAL BANK Appellant
Through: Mr. Anil Kumar Singh, Advocate
(Mobile No. 9810288424).

versus

HARDAYAL SINGH & ORS Respondents
Through: Mr. Rohit Valecha, Advocate (Mobile
No. 9013591914).

CORAM:
HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER

% 01.02.2019

1. Since counsel for the caveator has entered appearance, the caveat stands discharged.

C.M. Appl. No. 4799/2019 (for delay)

2. For the reasons stated in the application the delay of 12 days in filing the appeal stands condoned, subject to just exceptions.

C.M. stands disposed of.

RFA 86/2019 and C.M. Appl. No. 4798/2019 (for stay)

3. After arguments, counsel for the appellant states that the appeal be disposed of as not pressed and the appellant be granted time to vacate the suit premises on or before 31.7.2019. This is acceptable to the counsel for the respondents/plaintiffs.

4. Accordingly, while disposing of the appeal as not pressed, appellant/defendant is granted time to vacate the suit premises on or before 31.7.2019.

5. It will always be open to the parties to enter into fresh negotiations for entering into a fresh registered Lease Deed, and if the parties arrive at a fresh Lease Deed, then the parties will be governed by the fresh Lease contract and any other contractual terms which are agreed to between the parties.

6. I however clarify that I have not observed one way or the other with respect to the aspect of mesne profits and, inasmuch as, the impugned judgment and decree only decrees the suit for possession and mesne profits with respect to relief of possession under Order 12 Rule 6 CPC.

7. Finally, I would like to note that the trial court has rightly in paras 6.9 to 6.11 of the impugned judgment placed reliance upon the two judgments of this Court, and which two judgments refer to the two Supreme Court judgments in the cases of State of UP and Ors. Vs. Lalji Tandon (dead) through Lrs., (2004) 1 SCC 1 and Hardesh Ores (P) Ltd. Vs. Hede and Company, 2007 (5) SCC 614 and ratio of which judgments show that merely because there is an option of renewal, automatically there is no fresh registered Lease Deed unless for the extension/renewal a fresh/registered Lease Deed is actually entered into. Trial court has also rightly noted in para 6.10 of the impugned judgment that even the original registered Lease Deed dated 29.1.2007 had stamp duty only for the first five years and not for a total period of fifteen years i.e. original period of five years with two extensions of five years each.

8. The appeal is accordingly disposed of as not pressed as stated above, but the appellant is granted time to vacate the suit premises till 31.7.2019. Time is granted to the appellant/defendant subject to the appellant/defendant filing an affidavit of undertaking in this Court in terms of the present order to vacate the suit premises on or before 31.7.2019, and till such time appellant continues to pay the admitted rent, subject however, to determination of the aspect of mesne profits by the trial court or in terms of an agreement between the parties. Affidavit of undertaking be filed within a period of two weeks.

9. The appeal is disposed of accordingly.

VALMIKI J. MEHTA, JFEBRUARY 01, 2019 AK