
(2021) 05 DEL CK 0122

In the Delhi High Court

Case No : Arbitration Appeal (COMM.) No. 22 Of 2021, Miscellaneous Application No. 6450, 6451, 6452 Of 2021

Asian Hotels (North) Ltd

APPELLANT

Vs

Rajwant Singh Bawa

RESPONDENT

Date of Decision : 19-05-2021

Acts Referred:

Arbitration And Conciliation Act, 1996 — Section 9, 17

Citation : (2021) 05 DEL CK 0122

Hon'ble Judges : C.Hari Shankar, J

Bench : Single Bench

Advocate : Saurabh Kirpal, Sidhant Kumar, Sanjay Agarwal, Dr. Joginder Singh, Akshit Mago, ManyaaChandok, Sandeep Aggarwal, Siddhant Nath, Rajesh Pathak

Final Decision : Disposed Of

Judgement

C.Hari Shankar, J

1. After some arguments, learned Senior Counsel for the parties ad idem agree to the disposal of this appeal by a modification of the direction issued

by the learned Arbitral Tribunal. In place of the direction awarding a sum of Rs. ₹ 10,41,40,263/-. Mr. Kirpal, learned Senior Counsel for the appellant

submits, on instructions that his client is willing to agree to grant of relief to the respondent in terms of alternate prayer 2 of the application

filed by the respondent under Section 9 of the Arbitration and Conciliation Act, 1996, which was converted into an application under Section 17 of the

1996 Act, and decided by the learned Arbitrator vide the impugned order. Prayers 1 and 2 in the Section 9 application of the

respondent read thus:

“Therefore, it is most respectfully prayed that on the facts and circumstances

of the case as stated herein above, this Honâ??ble Court be pleased to direct the Respondent:-

- a. to continue to maintain and properly upkeep the Apartment No.3003, 3rd Floor situated in Block A / New Tower, Hotel Hayatt (sic) Regency, Bikha Ji Cama Place, New Delhi during the arbitration proceeding;
- b. to secure the sum of Rs.10,41,40,263/- (Rs. Ten Crore Forty One Lakh forty thousand two hundred sixty three only) which has become payable towards the rental of the remaining lock-in period of 84 months alongwith applicable GST; or in alternate, to pay the up to date arrears of monthly rent and applicable tax with a further direction to pay the future rent on time in terms of the Lease Deed dated 19.8.2019; and
- c. pass any other and further orders as this Honâ??ble Court may deem fit and proper in the interests of justice.â??

(Emphasis supplied)

2. Mr. Kirpal submits, on instructions, that his client is willing to abide by the alternate prayer â??bâ?? of the respondent as above, which would require the appellant to pay up to date arrears of monthly rent and applicable taxes with a further undertaking to pay future rent in terms of the lease deed dated 19th August, 2019. In order to avoid any ambiguity on this count, learned Counsel are agreed that the arrears of up to date monthly rent along with applicable tax would be reckoned from March, 2020, and that the monthly rent payable in future would be Â Rs. 10,28,000/-.

3. As such, this appeal is disposed of, with consent, by modifying the directions issued by the learned Arbitral Tribunal, to the following effect:

(i) The appellant shall deposit the up to date arrears of monthly rent and applicable tax, reckoned with effect from March, 2020, with the Registrar

General of this Court, by way of a demand draft covering the said amount, which shall be forthwith deposited in an interest bearing fixed deposit, to

abide by further directions to be passed by the learned Arbitral Tribunal.

(ii) The appellant shall also deposit, monthly, with the Registrar General of this Court, the amount of Â Rs. 10,28,000/ -, towards rent payable in

respect of premises in question. This amount would also be deposited in an interest bearing fixed deposit and would abide by the further directions to

be passed by learned Arbitral Tribunal.

4. As there is no appeal by the respondent, this Court is not interfering with the directions contained in the impugned order in so far as the respondent is concerned.
5. In view of the above, Mr. Aggarwal undertakes not to pursue the contempt proceedings which are preferred before the Arbitral Tribunal.
6. With the aforesaid directions, this appeal stands disposed of.