
(2018) 03 DEL CK 0002

In the Delhi High Court

Case No : 197 of 2018

VEENA KHANNA

APPELLANT

Vs

INDIAN BANK

RESPONDENT

Date of Decision : 01-03-2018

Acts Referred:

Code of Civil Procedure, 1908, Section 96 - Appeal from original decree

Citation : (2018) 03 DEL CK 0002

Hon'ble Judges : Valmiki J.Mehta

Bench : Single Bench

Advocate : Renuka Arora, Nikita Salwan

Final Decision : Dismissed

Judgement

Date,By Whom,Nature of Document,Remarks

08.06.2003,Published by Bank,"Advertisement inviting bids/offers from general public for leasing their property to the bank",

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09.07.2003,Given by defendant,Written proposal letter submitted to the bank,"Fulfilling the columns of standard terms and

conditions

28.10.2003,"Letter of plaintiff

sent to defendant","Communication of decision of Management of the

plaintiff to the defendant","Prescribing some new conditions i.e

-Security deposit for 3 months

-Removal of Wall between two adjoining portions.

-Strong room door to be affixed by the bank

-Engineer's fees/expense to be borne by the owner.

-In this letter, the bank requested to give acceptance for the said conditions

10.11.2003,"Receiving of

defendant",Of the letter dated 28.10.2003,

27.11.2003,Sent by the bank,,Not proved

17.12.2003,"Reminder sent by

bank to defendant",Seeking execution of lease deed,

01.01.2004,"Letter sent by

defendant to bank","Defendant is agreeable to let out subject to some more conditions e.g. rent on super area",

03.03.2004,"Letter sent by bank

to defendant",Confirming everything,

03.03.2004,"Letter sent by

defendant to the

bank","Intimating property is no longer available to be given on lease",

bank as soon as the bank dispatched the said letter. From the said of defendant, it was complete when the said letter came to the",,,

notice of defendant. The subsequent letter (dated 03.03.2004) of the defendant communicating that the suit property was no longer,,,

available for giving on rent, cannot revoke the said contract. The Illustration (c) of the Section 4 of the Act can be relied in this regard",,,

which is an under:,,,

Illustration (c): A revokes his proposal by telegram.,,,

The revocation is complete as against A when the telegram is dispatched. It is

complete as against B when B receives it. B revokes,,,

his acceptance by telegram. B's revocation is complete as against B when the telegram is dispatched, and as against A when it",,,

reaches him.,,,

16. In the light of aforesaid facts, I hold that there was a concluded contract in the eyes of law after communication of letter dated",,,

03.03.2004 by the bank to the defendant. So far as the obligation of the defendant to pay damages/compensation is concerned, the",,,

matter would be examined further in the next issue. Thus, this issue is decided in favour of plaintiff and against the defendant.""",,,

8. For the sake of convenience, the letter of the appellant/defendant to the respondent/plaintiff dated 1.1.2004, letter in response of the",,,

respondent/plaintiff to the appellant/defendant dated 3.3.2004, and the letter of the appellant/defendant to the respondent/plaintiff of the same date",,,

3.3.2004 are reproduced as under:-,,,

Letter dated 1.1.2004",,,

The Chief Manger",,,

Dated: 1st January, 04",,,

Indian Bank",,,

South Extension-1",,,

New Delhi,,,

Reference: M-5, First Floor, South Extension-11, New Delhi-49.",,,

Dear Sir",,,

As per earlier discussion I am agreed to let out the above mentioned premises for the use of your bank branch. In the terms and,,,

conditions as follows:-,,,

1. The area finally as per the plan measured 2900 sq.ft. Carpet area/ Plinth Area 3240 sq.ft./ Super Area 4000 Sq. ft. (plan,,,

attached).,,,

2. Monthly rent of per sq.ft. is Rs.60/- for the area as per clause No. 1.,,,

3. Whitewash shall be done after period of initial lease or every renewal of the lease.,,,

4. After the first renewal of the lease second renewal of the lease will be

discussed as mutually agreed.,,,

5. Interest free security deposit of six month rent will be refunded at the time of vacation of premises at the time expiry of lease deed.,,,

6. All the internal fixtures and fittings shall be done by the bank.,,,

7. There is no subletting rights to any other person except any subsidiary company of your financial institution.,,,

8. The notification of the use of premises for banking use has also been provided to you whereas incase of any charges/levy to use for,,,

baking purpose shall be paid by the bank. I will apply for the NOC for the same purpose as and when required. I undertake to pay,,,

the House Tax etc. to the MCD.,,,

9. I am also entitled to construct the above floors as per Building By Laws without disturbing the First Floor premises.,,,

10. I undertake to remove the center wall of the front portion as advisable by the structural engineer and to construct the Strong,,,

Room as per specification and also provide the grills in the windows and gleze by the glass area.,,,

11. Incase you are agreed to pay us the rent on super area or on area then we undertake to pay the charges/levy to use the premises,,,

for banking purpose.,,,

We hope your early decision to give the consent.,,,

Thanking you," ,,,

Yours truly.,,,

(VEENA KHANNA),,,

Letter dated 3.3.2004 (letter of respondent to the appellant),,,

Mrs. Veena Khanna," ,,,

Dated:03-03-2004,,,

D-199, Defence Colony," ,,,

New Delhi," ,,,

Madam," ,,,

Sub: Premises at M-5, NDSE-II offered to the Bank",,,

With reference to your offer dated 04-05-2003 offering us the premises at M-5, NDSE-II, New Delhi, The Bank communicated you",,,

the sanction vide our letter dated 28-10-2003. The sanction letter duly received and accepted by you on 10-11-2003 was sent to us.,,,

However you had vide your letter dated 01-01-2004 submitted certain modifications in your proposal as such we submitted the,,,

revisions in the proposal to our Head office, Chennai.".,,,

We are pleased to inform you that the Bank has sanctioned the premises at M-5, NDSE-II, New Delhi with the following",,,

modifications:,,,

a) Monthly rent of Rs.2,00,000".,,,

b) b)Rent advance of 6 months.,,,

c) deletion of sub ,lease clause from the lease deed".,,,

Kindly execute the lease deed at the earliest.,,,

Yours faithfully,".,,,

Sd/-.,,,

Branch Manager,,,

Letter dated 3.3.2004 (letter of appellant to the respondent),,,

March 3, 2004.".,,,

THE BRANCH MANAGER,,,

Indian Bank,,,

G-6, N.D.S.E.-I".,,,

New Delhi-110049.,,,

Sub: M-5, N.D.S.E.-II.".,,,

Dear Sir,".,,,

With reference to your letter dated March 3, 2004, I regret to inform you that the above mentioned real-estate is no longer available",,,

for rent.,,,

Sincerely,,,

VEENA KHANNA,,,

BHAWANI HOUSE,,,

Proprietor""",,,

(underlining added),,,

9. It is seen that after the earlier correspondence entered into between the parties, and at the stage of appellant/defendant writing her letter dated",,,

1.1.2004, there remained three disagreements; firstly with respect to deletion of the right of the respondent/plaintiff of its claim to entitlement to",,,

sub-lease the premises, secondly of entitlement of the appellant/defendant to advance rent of six months and thirdly of rate of rent. I have put it to",,,

the counsel for the appellant/defendant that what was the subject matter which remained which was not agreed upon after the letters dated,,,

1.1.2004 and 3.3.2004, but the counsel for the appellant/defendant could not point out to me any point of disagreement which remained.",,,

Obviously no point of disagreement remained because respondent/plaintiff deleted its claim for it being entitled to sub-lease the premises, it also",,,

accepted the claim of the appellant/defendant for six months advance rent and also that there was no dispute that rate of rent of Rs.2 lacs would be,,,

in accordance with the paras 1 and 2 of the letter dated 1.1.2004 by the appellant/defendant to the respondent/plaintiff. It is extremely relevant and,,,

important to note that appellant/defendant in her letter dated 3.3.2004 in reply to the letter dated 3.3.2004 sent by the respondent/plaintiff to the,,,

appellant/defendant, did not mention in her letter dated 3.3.2004 as to what point of disagreement remained because this letter dated 3.3.2004 of",,,

the appellant/defendant to the respondent/plaintiff does not talk of any clauses which have yet to be agreed upon and this letter only states that the,,,

premises of the appellant/defendant was no longer available for being leased to the respondent/plaintiff. Even in pleadings of the,,,

appellant/defendant filed in the trial court it is only generally stated that no concluded contract was arrived at without pleading which was the term,,,

on which there was no agreement. So for rent figure of Rs. 2lacs it is not pleaded or shown as to how this figure of rent is not in accordance with,,,

paras 1 and 2 of the letter dated 1.1.2004 of the appellant/defendant to respondent/plaintiff. I therefore hold that the trial court has not committed,,,

any illegality in holding that there was a concluded contract between the parties as in terms of the final correspondences between the parties dated,,,

1.1.2004 and 3.3.2004 there remained no other points on which and at the end of which there remained disagreement or lack of consensus ad,,,

idem.,,,

10. I may for the sake of completion of narration note that the respondent/plaintiff has been held entitled by the impugned judgment to differential,,,
rent totaling to an amount of Rs.17 lacs for the four years lease period of the new premises. To this amount decreed in favour of the,,,
respondent/plaintiff there is adjustment granted to the appellant/defendant with respect to its counter-claim decreed for a sum of Rs.6 lacs resulting,,,
in a decree being passed for the net amount of Rs.11 lacs in favour of the respondent/plaintiff and against the appellant/defendant. As already,,,
stated above no interest or costs have been awarded in favour of the respondent/plaintiff.,,,

11. In view of the aforesaid discussion, I do not find any merit in the appeal. Dismissed.",,,