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| Sr. No. | Date | Orders |
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| | | <p style="text-align: center;">IN THE HIGH COURT OF DELHI AT NEW DELHI</p> <p style="text-align: center;">Date of hearing : October 30, 2003 Date of Decision : October 30, 2003</p> <p style="text-align: center;"><u>CM (M) No. 769/2003</u></p> <p>M/S PARNASSUS PUBLISHERS & PRINTERS PVT. LIMITED Petitioner. Through :Mr. Salman Khurshid, Sr. Adv. with Mr. Sameer Nandwani, Mr. Imtiaz Ahmed Ms.Nagma Imtiaz and Mr. Kamran Malik Advocates, for the petitioner</p> <p style="text-align: center;">versus</p> <p>LEGAL HEIRS OF SH. K. C. BABBAR KUMARI SAROJ Respondent Through : Nemo</p> <p>CORAM:-</p> <p style="text-align: center;">HON'BLE MR. JUSTICE R.C. JAIN</p> <ol style="list-style-type: none"> 1. Whether the Reporters of local papers may be allowed to see the judgment? 2. To be referred to the Reporter or not? 3. Whether the judgment should be reported in the Digest? <p><u>R. C. JAIN, J. (ORAL)</u></p> <p><u>CM No. 1621/2003 (Exemption)</u></p> <p style="text-align: center;">Allowed subject to all just exceptions. The application stands disposed of accordingly.</p> <p><u>CM (M) No. 769/2003</u></p> <p style="text-align: center;">This petition under Article 227 of the Constitution of India is directed against the order of the Additional Rent Control Tribunal, Delhi,</p> |

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| | | <p>dated 13.10.2003, thereby dismissing an appeal filed by the petitioner against the order of the Rent Controller Dated 5.5.2000. Both the courts below have returned a categorical finding that the tender of rent pursuant to a demand notice was not a valid tender inasmuch as the rent was sought to be deposited for and on behalf of M/s Mastana Jogi International Pvt. Ltd. who was not the tenant and M/s Parnassus Publishers & Printers Pvt. Limited was the tenant. This being a case of second default, the learned Controller passed eviction order under the provisions of Section 14 (1) (a) of the Act.</p> <p>Learned counsel for the petitioner seeks to assail the impugned order primarily on the ground that though the pay order was on account of M/s Mastana Jogi International Pvt. Ltd. yet by means of forwarding letter the petitioner had clarified the position that there was not intention on the part of the petitioner to acquire the tenancy rights in favour of M/s Mastana Jogi International Pvt. Ltd.. According to him, the tender of rent was legal and valid. In support of his contention, he has heavily relied upon a Supreme Court decision in the case of <u>Rama Kant & Ors. Vs. Sona Devi</u> (2202) 3 SCC 161 where on the facts and circumstances of that case that the son of the tenant in the capacity of a family member had tendered the rent, the court took the view that it was a valid tender of rent on behalf of the tenant. In the opinion of this Court the petitioner cannot seek any support from this authority because not only that the facts are entirely different in the present case but both the courts have returned a positive finding about a mischievous design and conduct on the part of the tenant in resorting to such an action by</p> |

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| | | <p>tendering the rent from the account of M/s Mastana Jogi International Pvt. Ltd. which cannot be for any other purpose except to see that somehow M/s Mastana Jogi International Pvt. Ltd. is recognized as a tenant in the long run. Such an attempt cannot be allowed to succeed and the courts below were fully justified in recording the said finding. No jurisdictional error, illegality or material irregularity exists in the impugned order which calls for any interference by this Court in exercise of its extraordinary jurisdiction under Article 227 of the Constitution of India. Dismissed.</p> <p style="text-align: right;">  R. C. JAIN, J. </p> <p>OCTOBER 30, 2003 sa"</p> |