2026:DHC:5409

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% ***Reserved on:25th April, 2026***
Pronounced on:07th July,2026

\+ **RFA 521/2024, CM APPL. 47224/2024 (stay), CM APPL. 47227/2024 (delay), CM APPL. 70254/2024 (for modification)**

CEMENT CORPORATION OF INDIA
having its Registered Offices at:
Core-V, Scope Complex,
7, Lodhi Road,
New Delhi-110003
Also at:
Cement Corporation of India,
CCI House, 87, Nehru Place,
New Delhi-110019. .....Appellant

Through: Mr. Vinay Garg, Mr Puspraj Singh Parihar, Advocates.

versus

DR. NARENDER GOPAL KAPAHI
S/o Late Sh. Gurbaksh Rai Kapahi,
R/o B-2B/8, Janakpuri,
New Delhi-110058 .....Respondent

Through: Mr. Jaideep Malik, Advocate.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. The present Regular First Appeal under Section 96 read with Order XLI of the Code of Civil Procedure, 1908 (*hereinafter referred to as 'CPC'*), has been filed on behalf of the Appellant/Defendant, against the Judgment and decree dated 31.01.2024, of the learned Additional District

Judge,whereby the Suit of the Plaintiff/Respondent was ***decreed*** for *mesne* profits at *Rs.80/- per sq. ft. in respect of the Suit Property from 01.04.2010 till 29.04.2022, along with simple interest at 9% per annum on the due amount, from 01.04.2010 till 29.04.2022, and costs.*

2. The Plaintiff/Respondent had instituted ***CS No. 95/22*** for seeking possession of Flat No.1, 4th Floor, CCI House, 87, Nehru Place, New Delhi *(hereinafter referred to as the "Suit Property")*, damages and *mesne* profits against the Appellant/Defendant, before the learned Additional District Judge, New Delhi.

3. ***Briefly stated,*** the case of the Plaintiff/Respondent was that he is a senior citizen and the sole owner of the Suit Property, admeasuring 530 sq. ft., purchased by him in the year 1976 for a consideration of Rs.1,09,710/-.

4. The Plaintiff/Respondent let out the suit property in the year 1979, to the Appellant/Defendant at a monthly rent of Rs.3.05/- per sq. ft., *vide* Rent Agreement, as per which the tenancy was to commence from 15.10.1979 for an initial period of three years, with an option for renewal thereafter, upon enhancement of rent by 10%.

5. It is the case of the Plaintiff/Respondent that the initial period of tenancy expired on 14.10.1982. However, the Appellant/Defendant forced the Plaintiff/Respondent to extend the lease Agreement under coercion by stopping payment of monthly rent, taking advantage of the protection afforded to it under the Delhi Rent Control Act, 1958 *(hereinafter referred to as "DRCA")*. The rent of the Suit Property continued to be enhanced after every three years and in the year 2006, the rent crossed Rs.3,500/- per month, thereby taking the tenancy outside the purview of the DRC Act, 1958.

6. The Plaintiff/Respondent claimed that the suit property is situated in the commercial hub of Delhi, where the prevailing market rent was at least Rs.70/- per sq. ft., whereas the Plaintiff/Respondent was being paid a monthly rent of only Rs.3,811.58/-, calculated at Rs.7.19/- per sq. ft. The Plaintiff/Respondent was additionally required to pay house tax, maintenance charges, ground rent, sinking fund charges and lease charges to DDA, thereby leaving him with a meagre sum from the suit property, despite having invested his lifetime savings therein. The lease had not been renewed, after the year 2002.

7. In the absence of any registered renewal of rent Agreement, the tenancy became a month-to-month tenancy, terminable by Notice under Section 106 of the TPA. Although the lease had already come to an end by efflux of time, the Plaintiff/Respondent by way of abundant caution, issued a Legal Notice dated 06.05.2008, terminating the tenancy of the Appellant/Defendant.

8. Despite several requests and reminder the Appellant/Defendant failed to reply to the said Notice. A reminder was thereafter sent through the Plaintiff/Respondent's Advocate *vide* letter dated 22.08.2008, which also yielded no response.

9. It was thus, asserted that since the tenancy had expired by efflux of time and had further been terminated by the Legal Notice dated 06.05.2008, the Appellant/Defendant had become an *unauthorised occupant* in the suit property and was liable to pay damages at the prevailing market rate of Rs.70/- per sq. ft. per month from June 2008 till vacation of the Suit Property.

10. The Plaintiff/Respondent accordingly sought possession of the Suit Property, *along with damages @ Rs.70/- per sq. ft. amounting to Rs.7,42,000/-, being use and occupation charges from June 2006 till filing of the Suit, and future use and occupation charges @ Rs.80/- per sq. ft. per month, till handing over of possession, along with interest @ 10% per annum on the amounts due.*

11. The Appellant/Defendant in its ***Written Statement*** raised several preliminary objections contending that the Suit was not maintainable; and that the Plaintiff/Respondent had not come to Court with clean hands.

12. It was further contended that the Appellant/Defendant having been declared a *Sick Industrial Unit* by the Board for Industrial and Financial Reconstruction (BIFR) *vide* Order dated 08.08.1996, no Suit or proceeding against its properties, could be instituted or continued without prior permission of BIFR under Section 22(1) of the Sick Industrial Companies (Special Provision) Act, 1985, which permission had not been obtained by the Plaintiff/Respondent.

13. ***On merits***, the Appellant/Defendant admitted that the suit property had initially been let out to it by the promoters of Building No.87, Nehru Place, M/s Pal & Associates, *vide* Lease Deed dated 22.09.1979 w.e.f. 15.10.1979 at a monthly rent of Rs.3.05/- per sq. ft.Clause III(3) of the said Lease Deed provided that during the tenure of the lease, the demised premises may be transferred by the lessor to any person or nominee, subject to approval by the promoters, and in the event of such transfer, the terms and conditions contained therein, shall be binding on the lessee and the transferee, and the lessee shall thereafter pay rent to the nominee.

14. Accordingly, upon purchase of the flat by the Plaintiff/Respondent, a Rent Agreement in continuation of the original Lease Deed w.e.f. 15.10.1979, was executed between the parties on 01.03.1980 at an initial rent of Rs.1,616.50/- per month.It was admitted that the rent had been increased to Rs.3,811.58/- per month w.e.f. 15.10.2006, in terms of Clause III(1) of the Rent Agreement dated 01.03.1980.

15. The core defence of the Appellant/Defendant was that the lease was in *perpetuity*. Placing reliance upon Clause III(1) of the Rent Agreement dated 01.03.1980, the Appellant/Defendant contended that the parties had expressly agreed that on every successive renewal of the lease for a period of three years, the rent would be increased by 10% of the last rent paid, and that the Appellant/Defendant had been duly honouring this obligation.

16. It was asserted that the Plaintiff/Respondent had no right to terminate the tenancy under the Rent Agreement and that since rent was being regularly paid and accepted, the tenancy had been validly renewed w.e.f. 15.10.2006.

17. The Appellant/Defendant specifically denied that the initial tenancy had expired on 14.10.1982 or that it had ever stopped payment of rent. It was denied that the lease had come to an end by efflux of time or that it had ever been extended under coercion or pressure. Receipt of the Legal Notice dated 06.05.2008, and the reminder letter dated 22.08.2008, were also specifically denied.

18. The Appellant/Defendant denied all liability towards payment of damages or *mesne* profits, asserting that it was a lawful contractual tenant in possession and was not an unauthorised occupant. It was denied that the prevailing market rent was Rs.70/- per sq. ft. and it was stated that there was

no provision in the Rent Agreement dated 01.03.1980, permitting the Plaintiff/Respondent to demand possession from the Appellant/Defendant at his wish.

19. The Plaintiff/Respondent filed a ***Replication*** to the Written Statement of the Appellant/Defendant, denying the contents of the preliminary objections.

20. It was admitted by the Plaintiff that the Appellant/Defendant had entered into a Rent Agreement dated 13.10.1979 with M/s Pal & Associates Pvt. Ltd. for a fixed period of three years, but it was specifically stated that the same was never renewed or extended by the parties, to the present Suit. It was asserted that the tenancy was only for a period of three years and had come to an end by efflux of time, whereafter the Appellant/Defendant became a month-to-month tenant, whose tenancy was validly terminated by the Legal Notice dated 06.05.2008, under Section 106 of the TPA, 1882.

21. It was specifically stated that no fresh lease deed or rent agreement had ever been executed between the parties after the *original Rent Agreement dated 13.10.1979, which was continued by the Agreement dated 01.03.1980.*

22. It was further stated that the Appellant/Defendant was in possession of the original Rent Agreement dated 01.03.1980, and despite receipt of notice under Order XI Rule 16 CPC, had failed to produce the same before the Court, and accordingly the said Rent Agreement could not be relied upon by the Appellant/Defendant.

23. As regards the BIFR objection, it was stated that while the Appellant/Defendant may have been declared a sick Company by BIFR *vide* Order dated 08.08.1996, Section 22(1) of SICA had no applicability in the

facts and circumstances of the present case, as the said provision was applicable only in proceedings like winding up, recovery of money or recovery and enforcement of any security against a sick Company, which was not the nature of the present proceedings. It was further stated that the Supreme Court has settled the law and held that property of the Company does not include its leasehold interest or tenancy rights, and accordingly no permission from BIFR was required for the present proceedings.

24. It was also stated that the Appellant/Defendant had failed to show when, by whom, and by which instrument the tenancy had been renewed. It was asserted that the first Rent Agreement was itself a *vague Agreement* and that a rent Agreement cannot get extended automatically. It was further stated that renewal of a lease requires execution of a fresh lease deed in terms of Section 107 of the TPA 1882, and that a tenancy cannot be extended by the mere unilateral act of increasing rent by 10%, after every three years.

25. ***On merits***, the Plaintiff/Respondent reaffirmed the contents of the Plaint. It was specifically stated that the Plaintiff/Respondent had stopped accepting rent from the Appellant/Defendant several years ago and that the deposit of monthly rent in a bank, was a unilateral act of the Appellant/Defendant over which the Plaintiff/Respondent had no control.

26. On the basis of the pleadings of the parties, the following ***Issues*** were framed on 03.07.2012:

> *"1. Whether the suit is without cause of action? OPD*
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> *2. Whether the tenancy is determined/terminated on 30.06.2008 or on other followed day, by Plaintiff's notice dated 06.05.2008? OPP*

3. Whether the plaintiff is entitled for decree of Possession against the defendant as Prayed in clause A of prayer clause? OPP

4. Whether the plaintiff is entitled for mesne Profit/damages of Rs.7,42,000/- w.e.f. June 2006 against the defendant as prayed in clause B of Prayer clause? OPP

5. Whether the plaintiff is entitled for interest of Rs.1,24,000/- against the defendant? OPP

6. Whether the plaintiff is entitled for pendente-lite and future interest @ 10% p.a.? OPP

*7. Relief***"**

27. In support of his case, the *Plaintiff/Respondent examined himself as PW-1* and tendered his evidence by way of affidavit Ex. PW-1/A. He relied upon the site plan of the suit propertyEx. PW1/1, copies of the Legal Notice dated 06.05.2008 Mark A, and reminder dated 22.08.2008 Mark C, along with postal receipts and acknowledgements. During his cross-examination, the Rent Agreement dated 01.03.1980 was exhibited as Ex. PW-1/DX.

28. The Plaintiff/Respondent further examined *PW-2, Ms. Kusum Lata, Assistant Zonal Inspector, Central Zone, SDMC,* who proved the Assessment Orders pertaining to the suit property, as Ex. PW2/1 and Ex.PW2/2.

29. *DW-1, Mr. Narain Singh Azad, Junior Engineer (Administration),* was examined on behalf of the Appellant/Defendant, who tendered his affidavit Ex. DW-1/A. He relied upon the Rent Agreement dated 01.03.1980, Ex. PW-1/DX.

30. The ***learned ADJ,*** on appreciation of the pleadings and evidence, held that it was *admitted* that the rent of the Suit Property had been increased to Rs.3,811.58, which brought the tenancy outside the purview of the DRCAct, 1958.It further held that under Section 107 of the TPA, a lease for a term exceeding one year, can only be created by a registered instrument, and accordingly the Rent Agreement Ex.PW1/DX, could not be said to have been automatically extended for a further period of three years, in the absence of a registered instrument. The tenancy was at best, to be treated as a month-to-month tenancy, terminable by Notice under Section 106 of the Transfer of Property Act, 1882.

31. As regards termination of tenancy, the learned ADJ held that although the Plaintiff/Respondent had failed to prove service of the Legal Notice dated 06.05.2008, the service of summons of the Suit upon the Appellant/Defendant on 11.03.2010 could be treated as Notice under Section 106 of the TPA.

32. On the issue of possession, ***the learned ADJ noted that the Suit Property had been vacated by the Appellant/Defendant on 29.04.2022, and held the issue to have become infructuous.***

33. Insofaras ***mesne profits*** were concerned, the learned ADJ placed reliance upon the judgment of this Court in *Cement Corporation of India v. Mrs. Shobha Dikshit*, RFA No.440/2014 decided on 04.12.2014, which pertained to premises on the 5th Floor of the same building i.e. CCI House, 87, Nehru Place, New Delhi.Accordingly, *vide* the impugned Judgment and Decree dated 31.01.2024, the ***Suit of the Plaintiff/Respondent was decreed for mesne profits at Rs.80/- per sq. ft. on the total area of 530 sq. ft., from***

01.04.2010 till 29.04.2022, along with simple interest at 9% per annum on the due amount from 01.04.2010 till 29.04.2022, and costs.

34. Aggrieved by the Judgment and Decree dated 31.01.2024, the Appellant/defendant has preferred the ***present Appeal.***

35. The ***grounds of challenge*** are that the learned Trial Court erred in holding that in the absence of registration of the Rent Agreement, the tenancy after rent crossed Rs.3,500/- per month w.e.f. 15.10.2006 can, at best, be termed as a monthly tenancy. It is contended that the tenancy of the Appellant/Defendant had been renewed w.e.f. 15.10.2006, and that there had been no valid termination of the tenancy as required by the provisions of the TPA, 1882.

36. It is further contended that the Plaintiff/Respondent had wilfully refused to renew the Rent Agreement, despite repeated requests and reminders by the Appellant/Defendant, knowing that the Appellant/Defendant was a *sick industrial unit* declared by BIFR *vide* Order dated 08.08.1996, and had waited for an opportune time to issue the eviction Notice dated 06.05.2008.

37. The learned Trial Court also erred in treating the service of summons of the Suit upon the Appellant/Defendant, as a valid notice under Section 106 of the TPA, 1882. It is submitted that the Legal Notice dated 06.05.2008, and the reminder Notice dated 22.08.2008, were admittedly not served upon the Appellant/Defendant.

38. Furthermore, since the Rent Agreement had been renewed w.e.f. 15.10.2006 for a period of three years, the Plaintiff/Respondent could not have issued an eviction Notice dated 06.05.2008 during the subsistence of the said renewed lease. The Plaintiff/Respondent himself admitted during

cross-examination that he had no information whether the Notice dated 06.05.2008 had been received by the Appellant/Defendant. It is thus, contended that since the Notices were invalid,*the Suit for possession, mesne profits and damages was founded upon unserved Notices, and was not maintainable*.

39. It is stated that the Appellant/Defendant was a *bonafide* tenant and not an unauthorised occupant, and had been meeting its obligations under the Rent Agreement dated 01.03.1980, and was accordingly, not liable to pay any damages. Further, the Plaintiff/Respondent had been consistently accepting rent, as per the agreed terms.

40. The learned Trial Court erred in assessing *mesne* profits at Rs.80/- per sq. ft., despite the Plaintiff/Respondent having failed to produce any independent evidence of the prevailing market rent. He had erroneously relied upon a judgment *'Cement Corporation 'of India Vs. Mrs. Shobha Dikshit*, RFA No. 440/2014 decided on 04.12.2014, pertaining to a different floor of the same building, without considering the condition and state of repair of the suit property. The Plaintiff/Respondent admitted during cross-examination that he had not let out any other property at the rate claimed and had heard the market rate from a broker named Mr. Sharma.

41. It is further contended that the properties relied upon by the learned Trial Court for assessing *mesne* profits, though situated in the same building, were not in the same condition as the suit property, and that the condition and state of repair of the Suit Property was not taken into consideration by the learned Trial Court, while assessing *mesne* profits.

42. ***Learned counsel on behalf of the Appellant/Defendant submitted*** that the learned Trial Court had failed to frame any issue with respect to the

preliminary objection under Section 22(1) of SICA and had not considered the effect thereof, on the maintainability of the proceedings and the award of interest.

43. Reliance was placed upon the judgment of the Hon'ble Supreme Court in *Fertilizer Corporation of India vs. Coromandal Fertilizers Ltd*. 2024 INSC 348 to contend that where an inquiry under Section 16 of SICA is pending or a scheme under Section 17 is under implementation, legal proceedings of the nature specified under Section 22(1), cannot be initiated or proceeded with except with the consent of BIFR, and that the award of interest in such circumstances, was unsustainable.

44. *Per contra*, ***learned counsel on behalf of the Plaintiff/Respondent*** supported the impugned Judgment and Decree, and submitted thatthe learned Trial Court had correctly assessed *mesne* profits at Rs.80/- per sq. ft., by placing reliance upon a directly comparable judgment of this Court, pertaining to the same building and the same Appellant/Defendant.

45. It was further submitted that the award of interest at 9% per annum was reasonable and just.

Submissions heard and record perused.

46. The present Appeal essentially raises ***the following questions*** for consideration:

(i) Whether the protection under Section 22(1) of the Sick Industrial Companies (Special Provision) Act, 1985 barred the present proceedings;

(ii) Whether the tenancy of the Appellant/Defendant stood validly terminated so as to render it liable to pay mesne profits;

(iii) *Whether the quantum of mesne profits assessed at Rs.80/- per sq. ft. is just and sustainable in law.*

(iv) *Whether payment of interest @ 9% per annum on the due amount from 01.04.2010 till 29.04.2022 is justified?*

I. Whether Section 22(1) of SICA barred the present proceedings:

47. The Appellant/Defendant had been declared a Sick industrial Company by the Board for Industrial and Financial Reconstruction (BIFR), *vide* Order dated 08.08.1996, and the Rehabilitation Scheme dated 03.05.2006,was sanctioned in its favour.

48. It has been argued that in view of Section 22(1) of the Sick Industrial Companies (Special Provisions) Act, 1985 *(hereinafter referred to as "SICA")*, the present proceedings could neither have been instituted nor continued, without the permission of BIFR. It has further been contended that the learned ADJ failed to frame and determine a specific issue on this objection, despite the same having been expressly taken in the Written Statement.

49. There can be no dispute that the defence founded upon Section 22(1) of SICA, was specifically raised by the Appellant/Defendant. Equally, the learned ADJ has not returned any independent finding thereon. However, the question which arises is: *whether Section 22(1) of SICA barred the present Suit for Possession/damages*. It is a legal question, amenable to be considered in the Appeal, as well. Therefore, the objection of maintainability of the Suit for Recovery of Possession and *Mesne* Profits may now be considered.

50. ***Section 22(1) SICA*** was enacted to afford protection to a sick industrial Company during the period of inquiry, preparation or implementation of a rehabilitation scheme and to prevent coercive proceedings against its assets,to avoid frustrating the process of revival. The provision, however, does not create a blanket prohibition against every proceeding, in which a sick Company is impleaded as a party.

51. Section 22(1) SICA further provides that subject to the fulfilment of the conditions as described in the sub-section, proceedings of the nature mentioned therein shall remain suspended in respect of a sick industrial company. For the bar under the sub-section to get attracted, it is necessary that in respect of an industrial Company:

(i) *An inquiry under Section 16 SICA is pending; or*

(ii) A scheme under Section 17 SICA is under preparation or consideration; or

(iii) A sanctioned scheme is under implementation: or

(iv) An Appeal under Section 25 SICA is pending.

52. Even if one of the four conditions, as mentioned hereinabove, is fulfilled, then notwithstanding anything contained in the Companies Act, 1956 or any other law, the proceedings cannot be initiated, and if already initiated, cannot be proceeded with, except with the consent of BIFR or AAIFR, as the case may be. The nature of the proceedings may be as the following:

(i) *Winding up of the industrial company;*

(ii) Execution, distress or the like against any of the properties of the industrial company;

(iii) Appointment of Receiver in respect of any of the properties of the industrial company;

*(iv) Suit for Recovery of money fro*m the industrial company;

(v) Suit for enforcement of a security against the industrial company;or

(vi) Suit for enforcement of a guarantee in respect of loans or advance granted to the industrial company.

53. One of the earliest decisions concerning Section 22(1) was, in the case of *Gram Panchayat, Salwad vs. Shree Vallabh Glass Works Ltd.*, (1990) 2 SCC 440 wherein the Bombay High Court had quashed the recovery proceedings towards property taxes and other amounts due, under the provisions of the Bombay Village Panchayat Act, 1959 against the respondent company as it was declared a sick Company, under the Act. It was held that:

> "*10. In the light of the steps taken by the Board under Sections 16 and 17 of the Act, no proceedings for execution, distress or the like proceedings against any of the properties of the company, shall lie or be proceeded further except with the consent of the Board. Indeed, there would be automatic suspension of such proceedings against the company's properties.*
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> *11. It may be against the principles of equity. The creditors are not allowed to recover their dues from the company, but such creditors may approach the Board for permission to proceed against the company for the recovery of their dues/outstandings/overdues or arrears by whatever name it is called.* ***The Board at its discretion, may accord its approval for proceeding against the company. If the approval is not granted, the***

> ***remedy is not extinguished.It is only postponed****. Sub-section (5) of Section 22 provides for exclusion of the period during which the remedy is suspended while computing the period of limitation for recovery of dues."*

54. The quashing of recovery proceedings against the properties of the Company by the High Court, was held to be justified.

55. Likewise, the Supreme Court of India in the case of <u>*Maharashtra Tubes Ltd. vs. Maharashtra SIIC,*</u> (1993) 2 SCC 144 while considering the interplay between the power of recovery under the State Financial Corporations Act, 1951 and the suspension of certain legal proceedings under Section 22 of the SICA 1985 Act, held that:

> *"The purpose and object of this provision is clearly to await the outcome of the reference made to BIFR for the revival and rehabilitation of the sickindustrial company.* ***The words "or the like" which follow the words "execution" and "distress" are clearly intended to convey that the properties of the sick industrial company shall not be made the subject-matter of coercive action of similar quality and characteristic till BIFR finally disposes of the reference made under Section 15 of the said enactment.*** *The legislature has advisedly used an omnibus expression "the like" as it could not have conceived of all possible coercive measures that may be taken against a sick undertaking.* ***The action contemplated by Section 29 of the 1951 Act is undoubtedly a coercive measure*** *directed at the takeover of the management and property of the industrial concern and confers a further right on the Financial Corporation to transfer by way of lease or sale the properties of the said concern and any such transfer effected by the Financial Corporation would vest in the transferee all rights in or to the transferred property as if the transferwas made by the owner of the property. So also under the said provision the Financial Corporation*

will have the same rights and powers with respect to goods manufactured or produced wholly or partly from goods forming part of the security held by it as it had with respect to the original goods. It is, therefore, obvious on a plain reading of ***Section 29 of the 1951 act that it permits coercive action against the defaulting industrial concern of the type which would be taken in execution or distress proceedings;*** *the only difference being that in the latter case the party concerned would have to use the forum prescribed by law for the purpose of securing attachment and sale of property of the defaulting industrial concern whereas in the case of a Financial Corporation that right is conferred on the creditor corporation itself which is permitted to take over the management and possession of the properties and deal with them as if it were the owner of the properties. If the Corporation is permitted to resort to the provision of Section 29 of the 1951 Act while proceedings under Sections 15 to 19 of the 1985 Act are pending it will render the entireprocess nugatory. In such a situation the law merely expects the corporation and for that matter any other creditor to obtain the consent of BIFR or, as the case may be, the appellate authority to proceed against the industrial concern. The law has not left them without a remedy.* ***We are, therefore, of the opinion that the word "proceedings" in Section 22(1) cannot be given a narrow or restricted meaning to limit the same to legal proceedings. Such a narrow meaning would run counter to the scheme of the law and frustrate the very object and purpose of Section 22(1) of the 1985 Act.****"* (emphasis supplied)

56. The next question for consideration is whether the proceedings for the recovery of dues arising after the sanctioning of scheme, as in the present case, would also be covered under the protective umbrella of Section 22(1) of the 1985 Act. This aspect was considered by the Hon'ble Supreme Court

of India in the Case of <u>*CTO vs. Corromandal Pharmaceuticals*</u>,(1997) 10 SCC 649wherein after making a reference to *Gram Panchayat Salwad* (supra) and *Maharashtra Tubes* (supra), it was held that:

> *"It is in implementation of the scheme formulated by BIFR wherein preventive,remedial or other measures are designed for the sick industrial company, steps by way of giving financial assistance, etc. by Government,banks or other institutions, are contemplated."*

57. It was further observed that:

> *"In order to see that the scheme is successfully implemented and no impediment is caused for the successful carrying out of the scheme, the Board is enabled to have a say when the steps for recovery of the amounts or other coercive proceedings are taken against sick industrial company which, during the relevant time, acts under the guidance/control or supervision of the Board (BIFR).Any step for execution, distress or the like against the properties of the industrial company or other similar steps should not be pursued which will cause delay or impediment in the implementation of the sanctioned scheme.* ***In order to safeguard such state of affairs, an embargo or bar is placed under Section 22 of the Act against any step for execution, distress or the like or other similar proceedings against the company without the consent of the Board or, as the case may be, the appellate authority.*** *The language of Section 22 of the Act is certainly wide. But, in the totalityof the circumstances, the safeguard is only against the impediment, that is likely to be caused in the implementation of the scheme. If that be so, only the liability or amounts covered by the scheme will be taken in, by Section 22 of the Act. So, we are of the view that though the language of Section 22 of the Act is of wide import regarding suspension oflegal proceedings from the moment an inquiry is started, till after the*

implementation of the scheme or the disposal of an appeal under Section 25 of the Act, it will be reasonable to hold that the bar or embargo envisaged in Section 22(1) of the Act can apply onlyto such of those dues reckoned or included in the sanctioned scheme. Such mounts like sales tax, etc. which the sick industrial company is enabled to collect after the date of the sanctioned scheme legitimately belonging to the Revenue, cannot be and could not have been intended to be covered within Section 22 of the Act. Any other construction will be unreasonable and unfair and ill lead to a state of affairs enabling the sick industrial unit to collect amounts due to the Revenue and withhold it indefinitely and unreasonably. Such a construction which is unfair, unreasonable and against the spirit of the statute in a business sense, should be avoided."

58. The decision in *Corromandal Pharmaceuticals* (supra) was referred to, by the Supreme Court of India in the case of *Jay Engg. Works Ltd. vs. IndustryFacilitation Council*, (2006) 8 SCC 677 wherein it was held that, if the liabilities of the creditor were duly considered and made a part of the rehabilitation scheme, the bar of Section 22(1) of the 1985 Act would apply, notwithstanding that the liabilities arose after the Company was declared to be a sickcompany. It was held that:

"18. *Whereas an adjudicatory process of making an award under 1993 Act, may not come within the purview of 1985 Act but once an award made is sought to be executed, it shall come into play. Once the awarded amount has been included in the scheme approved by the Board, in our opinion, Section 22 of the 1985 Act would apply.*"

59. A three-Judge Bench of the Supreme Court in *Raheja Universal Ltd. vs. NRC Ltd.*, (2012) 4 SCC 148, undertook a comprehensive study of the

various Judgments of the Supreme Court of India, on the interpretation of Section 22 of the Act, 1985. It was observed that:

> "23. *Largely the proceedings before BIFR, are specific to rehabilitation or winding up of the sick company and SICA 1985 hardly contemplates adversarialproceedings. The bodies constituted under SICA 1985 would least exercise their jurisdiction to a lis between any party upon the rival interests of the parties."*
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> *55. Despite these judgments and with an intention to clarify the law, we would state that the natters which are connected with the sanctioning and implementation of the scheme right from the date on which it is presented or the date from which the scheme is made effective. whichever is earlier, would be the matters which squarely fall within the ambit and scope of Section 22 of SICA 1985 subject to their satisfying the ingredients stated under that provision. This would include the proceedings before the civil court, Revenue Authorities and/or any other competent forum in the form of execution or distress in relation to recovery of amount by sale or otherwise of the assets of the sick industrial company. It is difficult for us to hold that merely because a demand by a creditor had not been made a part of the scheme, pre- or post-sanctioning of the same for that reason alone, it would fall outside the ambit ofprotection ofSection 22 of SICA 1985.*
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> *58. Section 22 is the reservoir of the statutory powers empowering BIFR to determine a scheme, right from its presentation till itscomplete implementation in accordance with law, free of interjections and interference from other judicial processes. Section 22(1) deals with the execution, distress or the like proceedings against the company's properties, including appointment*

> *of a Receiver. It also specifically provides that even a winding-up petition would not be instituted and no other proceedings shall lie or proceed further, except with the consent of BIFR."*

60. It was further observed that the provisions of Section 22 of SICA 1985, were self-explanatory. They would cease to operate within their own limitations and not by force of any other law, agreement, memorandum or even articles of association of the company. It was observed as follows:

> **"61. *The purpose is so very clear that during the examination, finalization and implementation of the scheme,there should be no impediment caused to the smooth execution of the scheme of revival of the sick industrial company. It is only when the specified period of restrictions and declarations contemplated under the provisions of SICA 1985 is over that the status quo ante as it existed at the time of consideration and finalization of the scheme, would become operative."***
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> *"79. The expression **"no proceedings" that finds place in Section 22(1) is of wide spectrum but it certainly is not free of exceptions.** The framers of law had given a definite meaning to the expression "proceedings", which are for the winding up of the industrial company or for execution, distress or the like against any of the properties of the industrial company or the appointment of a Receiver in respect thereof. **The expression "the like" has to be read ejusdem generis to the term "proceedings". These words have a definite connotation and can have an effect of nullifying or obstructing the sanctioning or implementation of the revival scheme, as contemplated under the provisions of the SICA, 1985.**This is what is required to be avoided for effective*

> *implementation of the scheme. The other facet of the same section is that, no Suit for recovery of money, or for enforcement of any security against the industrial company, or any guarantee in respect of any loan or advance granted to the industrial company, shall lie, or be proceeded with further without the consent of BIFR. In other words, asuit for recovery and/or for the stated kind of reliefs, cannot lie or be proceeded with further, without the leave of BIFR.*
>
> 80. *It is difficult to state with precision the principle that would uniformly apply to all the proceedings/suits falling under Section 22(1) of SICA 1985.* ***Firstly, it will depend upon the facts and circumstances of a given case, it must satisfy the ingredients of Section 22(1) and fall under any of the various classes of proceedings stated thereunder. Secondly, theseproceedings should have the impact of interfering with the formulation, consideration, finalisation or implementation of the scheme.”***

61. All the aforesaid decisions proceed on the principle that whether embargo of S.22(1) is attracted, would depend, *firstly* on the facts of each case. *Secondly,* only those *proceedings which interfere, or are likely to interfere, with the formulation, consideration, finalisation or implementation of a rehabilitation scheme under Chapter III of SICA, attract the embargo contained in Section 22(1) of the Act.*

62. In addition to the two conditions explained in the case of Jay Engg. Works Ltd. (supra), *a third condition* was spelt out by Delhi High Court in Goyal MG Gases (P) Ltd. (supra) wherein it was held that even if the Suit proceedings is of the category contemplated under Section 22(1) that by itself, will not attract the bar contained in the said provision ***unless it***

additionally has the impact of interfering with the formulation, consideration, finalization or implementation of the scheme.

63. The aforesaid cases were considered by the Supreme Court in the Case of <u>*Fertilizer Corporation of India Limited and Others vs. Coromandal Sacks Private Limited*</u>, (2024) 8 SCC 172,wherein it was observed that without a cavil of doubt, *proceedings in the nature of execution, distress, appointment of a Receiver, attachment of immovable property or bank accounts would directly affect the assets of the sick company and consequently impede the formulation or implementation of the rehabilitation scheme. It was, however, clarified that extending the protection of Section 22(1) even to proceedings which have no impact on the successful formulation or implementation of the rehabilitation scheme or on the revival of the sick company, would be contrary to the object of SICA, which was never intended to confer absolute immunity upon a sick industrial company.*

64. The Division Bench of this Court in the case of <u>*Saketh India Ltd. vs. W. Diamond India Ltd*</u>., 2010 SCC OnLineDel 1786, also examined the scope of Section 22(1) of SICA, in the light of the object sought to be achieved by the enactment. It was held that the expression "*suit for recovery*" occurring therein must be construed *ejusdem generis* with the preceding expressions "*execution, distress or the like*". Consequently, only such suits for recovery as partake the character of coercive enforcement proceedings, would attract the bar contained in Section 22(1).

65. It was further held that there was no justification for treating all legal proceedings as non-maintainable or liable to be stayed merely because the debt sought to be established in the plaint had not yet beenadmitted by the sick company. It was observed as under:

"*Considering the delays presently endemic in the justice delivery system if a creditor is disallowed even from proving the indebtedness of a recalcitrant debtor SICA company, it would cause unjustifiedhardship. Whichever way we look at the matter,* ***there can be no logic in denying legal recourse to a party for proving its debt.*** *In the event that at least the principal amount, or a substantial part of it stands admitted, either in the suit or by means of a mention in the Scheme placed before* ***BIFR,****the aggrieved party must be permitted to prove its claim. In holding so, the only prejudice that we can conceive of is incurring expenditure in legal fees. When this is weighed against the interests of a person claiming that the company is indebted to it, the balance tilts in favour of the latter.* ***A holistic reading of Section 22(1) of SICA makes it manifestlv clear that Parliament's intention was to insulate sick companies only against proceedings for winding-up or for execution, or distress or the like or for enforcement of any security or guarantee."***

66. The Apex Court in *Corromandal Pharmaceuticals* (supra) clarified that cessation of legal proceedings under Section 22(1) SICA is justified only where the dues in respect of which adjudication is ongoing, is also included in, or within the contemplation of the scheme presented to BIFR. The similar observations were made in *Sirmor SudburgAuto Ltd. vs. Kuldip Singh Lamba,* 1997 SCC OnLine Del 514.

67. In the case of *Sunil Mittal Properties vs. LML Ltd*., 2011 SCC OnLine Del 236, it was clarified that since the liability was neither admitted or taken into consideration by any rehabilitation scheme, the suit proceedings could not have been adjourned *sine die* under Section 22 (1) of the 1985 Act.

68. Similarly, in the case of *Haryana Steel& Alloys Ltd. vs. Transport Corpn. of India*,2012 SCC OnLineDel 2140, it was held that mere contention of a sick company unsubstantiated by any material indicating that the amount forming subject matter of the recovery suit is covered under the scheme, would not be sufficient to bring the Company under the protective cover of Section 22(1) of the Act.

69. Likewise, in the case of *Kusum Products Ltd. vs. Hitkari Industries Ltd.*, 2014 SCC OnLineDel 4926, it was held that *not every suit* for recovery would automatically constitute proceedings in the nature of execution, distress or the like, and that *only such suits of recovery as may result in liquidation of assets of a sick company would attract the bar of Section 22(1) of SICA.* In the facts of that case, it was further observed that the suit was one for recovery of money simpliciter, no interim relief under Order XXXVIII Rule 5 or Order XXXIX Rules 1 and 2 CPC had been pressed, and consequently, there was no threat of liquidation of the assets of the sick company, so as to require prior permission under Section 22 of SICA.

70. Similarly, in the case of *FMI Investment (P) Ltd. vs. Montari Industries Ltd*., 2012 SCC OnLine Del 5354, it was held that *a suit for recovery of money simpliciter, where the properties of the sick company are not threatened by execution, distress, appointment of a Receiver or similar coercive proceedings, can continue without obtaining permission under Section 22 of SICA.*

71. The Hon'ble Supreme Court of India in *Raheja Universal Ltd. vs. NRC Ltd.*, (2012) 4 SCC 148, held that *unless the proceedings are in the nature of "execution, distress or the like",the suit can continue*. It was further held that the suit for recovery under Order XXXVII CPC was merely

a suit for recovery of money simpliciter and did not involve any proceedings, whether interim or final, in the nature of execution, distress or the like, nor did it pose any threat to the properties of the sick company so as to affect the rehabilitation scheme. *Accordingly, it was held that the suit was not barred by Section 22 of SICA.*

72. Furthermore, in the case of *Chhattisgarh Distilleries Ltd. vs. Percept Advertising Ltd*., 2023 SCC OnLine Del 6417, it was reiterated that the expression "recovery of money"occurring in section 22(1) of SICA must be construed *ejusdem generis*, and accordingly, *only recovery proceedings in the nature of execution or any other coercive enforcement*, has been ordainedto be not maintainable. There is nothing in this Section to hold that any legal proceedings would be notmaintainable, or liable to be halted, merely because the debt sought to be proved in the plaint has not been admitted.

73. Therefore, in the case of *Fertilizer Corp. of India Ltd.* (supra), it was concluded that for the applicability of Section 22(1) of SICA, three conditions are required to be satisfied. ***Firstly***, *an inquiry under Section 16 must be pending, or a scheme referred to in Section 17 must be under preparation or consideration, or a sanctioned scheme must be under implementation, or an Appeal under Section 25 must be pending in relation to the sick industrial company*. ***Secondly***, the proceedings sought to be stayed must be one of the categories expressly contemplated under Section 22(1) of SICA, namely, proceedings for winding up of the industrial company, execution, distress or the like against any of the properties of the industrial company, appointment of a Receiver in respect of its properties, a Suit for recovery of money, enforcement of any security against the

industrial company, or enforcement of any guarantee in respect of any loan or advance granted to the industrial company, or must otherwise be of a similar nature, i.e., *ejusdem generis* to the aforesaid proceedings. ***Thirdly***, the proceedings must have the effect of threatening the assets of the sick company and interfering with the formulation, consideration, finalisation or implementation of the rehabilitation scheme.

74. Applying the aforesaid *three tests* to the present case, the present Suit is simpliciter a Suit for possession and *mesne*profits. The proceedings neither fall within the category of coercive proceedings contemplated under Section 22(1) of SICA nor do they have the effect of threatening the assets of the Appellant/Defendant or interfering with the formulation, consideration, finalisation or implementation of the rehabilitation scheme.

75. This precise question was considered by the Delhi High Court in *Sirmor Sudburg Auto Ltd. vs. Kuldip Singh Lamba*, 1997 SCC OnLine Del 514, wherein it was held that eviction proceedings instituted against a sick industrial company are not liable to be stayed under Section 22(1) of SICA.

76. The said decision was noticed with approval by the Hon'ble Supreme Court in *Fertilizer Corporation of India Ltd.* (supra). Accordingly, the embargo under Section 22(1) of SICA is not attracted to the present Suit, merely because the Appellant/Defendant had been declared a sick industrial company or a rehabilitation scheme had been sanctioned in its favour in the year 2006.

II. Whether there was valid termination of Tenancy:

77. It is an admitted case that the suit property was taken on rent *vide* Rent Agreement dated 1.03.1980 Ex.PW1/DX initially for three years. It

was not renewed thereafter, but rent was increased from time to time and was eventually enhanced to Rs.3,811.58/- per month w.e.f. 15.10.2006, thereby taking the tenancy outside the purview of the DRC Act and bringing it under the TPA, 1882. Under Section 107 of the TPA, a lease from year to year or for a term exceeding one year, can be created or renewed only by a registered instrument.

78. The principal contention of the Appellant/Defendant is that the tenancy was perpetual in nature and stood validly renewed w.e.f. 15.10.2006 in terms of Clause III(1) of the Rent Agreement dated 01.03.1980Ex.PW1/DX, which stipulated enhancement of rent by 10% upon every successive renewal of three years. PW-1, Sh. Narender Gopal Kapahi admitted in his cross-examination, that the Appellant/Defendant used to send letters seeking renewal after every three years and that rent was correspondingly enhanced.

79. However, even if it is accepted that the parties continued their relationship with successive renewals and enhancement of rent, the same does not advance the case of the Appellant/Defendant. The Rent Agreement for more than eleven months, requires compulsory registration, in terms of S.17 of the Registration Act.

80. Admittedly, no registered instrument of renewal was ever executed after 15.10.2006. The parties could not, by agreement or conduct, dispense with the statutory requirement contained inS.17 of the Registration Act. Consequently, the Rent Agreement dated 01.03.1980 Ex.PW1/DX could not be treated as having been renewed for a further fixed term of three years. Therefore, even if the relationship of Landlord-tenant continued, it could

only be a month to month tenancy, ***terminable under Section 106 of the TPA,*** as has been ***rightly held that by learned ADJ***.

81. As regards the termination of tenancy, the Plaintiff/Respondent admittedly failed to prove service of the Legal Notice dated 06.05.2008, upon the Appellant/Defendant.

82. However, it was settled by the Supreme Court in *Nopany Investments (P) Ltd. v. Santokh Singh (HUF)*, (2008) 2 SCC 728, that the filing of a Suit for possession under the general law, itself operates as a Notice to quit upon the tenant and constitutes sufficient termination of tenancy, under Section 106 of the TPA. The summons of the present Suit were served upon the Appellant/Defendant on 11.03.2010, which itself constituted a valid Notice of termination.

83. Furthermore, once the tenancy stood terminated, the Appellant/Defendant ceased to have any legal right to continue in occupation of the Suit Property. The contention that it remained a *bona fide* contractual tenant throughout and was therefore, not liable for *mesne* profits, cannot be accepted. Once the tenancy stood terminated and the Appellant/Defendant continued in occupation without any legal right, it became an unauthorised occupant regardless of its prior status as a contractual tenant.

84. ***The Appellant/Defendant having continued in occupation of the suit property from 01.04.2010 till 29.04.2022 (when the possession was returned), without any legal right, was rightly held liable to pay mesne profits for the said period.***

III. Whether the quantum of *mesne* profits assessed at Rs.80/- per sq. ft. is sustainable:

85. The Appellant/Defendant has assailed the award of *mesne* profits on the ground that the Plaintiff/Respondent did not lead any independent evidence regarding the prevailing market rent of the Suit Property and that the learned Trial Court had no basis to assess *mesne* profits at Rs.80/- per sq. ft.

86. It is well settled that *mesne* profits are payable at the rate at which the landlord could reasonably have let out the premises in the market and are not confined to the contractual rent. In *Atma Ram Properties Pvt. Ltd. v. Federal Motors Pvt. Ltd.*, (2005) 1 SCC 705, the Supreme Court observed that upon termination of the tenancy, compensation for use and occupation is payable at the rate at which the landlord could reasonably have let out the premises in the open market.

87. It is true that no independent lease deed or independent evidence regarding the prevailing rental value of the suit property,was produced by the Plaintiff/Respondent. However, the learned Trial Court did not determine *mesne* profits, in a factual vacuum. The Plaintiff/Respondent placed on record the Judgment of this Court in *Cement Corporation of India Ltd. v. Mrs. Shobha Dikshit*, RFA No.440/2014 decided on 04.12.2014, pertaining to a comparable commercial unit in the same building, occupied by the same Appellant/Defendant.

88. The said judgment involved the same Appellant/Defendant, the same building, and comparable transactions duringsimilar time period. ***The Suit Property in the present case is situated on the 4th floor of the same building.*** In the aforesaid case, a unit on the 2nd Floor of the same building,

had been leased out at Rs.106/- per sq. ft. in the year 2006, and another unit on the 10th Floor at Rs.85/- per sq. ft., in the year 2010. Taking these comparable transactions into consideration, *mesne* profits in respect of the Unit situated on the 5th Floor in this case were assessed at Rs.100/- per sq. ft., and upheld by this Court.

89. ***The Plaintiff/Respondent had claimed mesne profits at Rs.70/- per sq. ft. from June 2006, and Rs.80/- per sq. ft. from June 2008.*** The grant of Rs.80/- per sq. ft. for the 4th floor of the same building, is not only conservative, but is well within the range established by the comparable evidence on record. No interference with the said finding, is warranted.

90. Significantly, despite specifically challenging the quantum of *mesne* profits, the Appellant/Defendant did not lead any evidence whatsoever to establish that the prevailing market rent during the relevant period, was lower than the rate awarded. No comparable lease deed, valuation material or other evidence was produced in rebuttal.

91. The contention that the premises relied upon by the learned Trial Court were not comparable, on account of differences in condition or state of repair is equally without merit. No evidence was led by the Appellant/Defendant, nor did DW-1 depose about any poor condition or state of disrepair of the suit property in his affidavit, to establish that the Suit Property suffered from any peculiar disadvantage affecting its rental value.

92. The learned Trial Court was justified in drawing guidance from the aforementioned judgment of this Court in *Mrs. Shobha Dikshit* (supra) wherein, on the basis of comparable lease deeds pertaining to commercial units in the same building, to grant *mesne* profits at the rate of Rs.100/- per sq. ft..

IV. Whether payment of interest @ 9% per annum on the due amount from 01.04.2010 till 29.04.2022 is justified:

93. The concept of grant of interest has been explained by the Supreme Court in the case of *Alok Shanker Pandey vs. Union of India & Ors*., 2007 (3) SCC 545, wherein it was held that there exists a misconception about interest. It is not a penalty or punishment, but normal accretion on capital. It was explained that the principal amount pocketed by the Defendant over a period of time and held to be payable to the Plaintiff, entails pocketing of interest on this amount by the Defendant. Had this amount been paid to the Plaintiff, when it became due, he would have derived the benefit of examining interest thereon, of which he is deprived during the period, when the Suit is pending. *Hence, equity demands that the Defendant should not only repay the principal amount, but also compensate the Plaintiff by payment of interest, thereon.*

94. Interest on the delayed payment of the amount claimed accrues on account of the continuing wrong occasioned by the wilful withholding of the amount due to the Plaintiff, thereby causing a continuing injury until such payment is made or, in other words, until the claim is realised, as explained in the case of *Fertilizer Corporation of India* (supra).

95. It was explained in the case of *Fertilizer Corporation of India* (supra) that the Sick Industrial Companies (Special Provisions) Act, 1985 ('SICA') was enacted, *inter alia*, to provide ameliorative measures for the revival of sick industrial companies and for the expeditious detection of potentially sick companies. In particular, Section 24 of SICA envisaged that a rehabilitation scheme may provide financial assistance to the sick industrial

Company by way of loans, advances, reliefs, concessions or sacrifices by the Central Government, a State Government, a public financial institution or other agencies.

96. Furthermore, Section 22(1) of SICA suspends the legal proceedings specified therein where they are likely to interfere with the consideration, sanction or implementation of the rehabilitation scheme. The object underlying such protection is, without a doubt, to enhance the prospects of revival of the sick industrial company in public interest.

97. It was further explained in the case of *Modi Rubber Ltd. vs. Continental Carbon (India) Ltd.*, (2023) 17 SCC 263, that once a rehabilitation scheme prepared under Section 18 of SICA by the Operating Agency is sanctioned by BIFR, and such scheme provides, *inter alia*, for scaling down the dues of unsecured creditors, the same becomes binding on all concerned. *Otherwise, the rehabilitation scheme would become unworkable and the very object and purpose of the enactment of SICA, 1985, would stand frustrated.*

98. It was further observed that if certain unsecured creditors, or even the workmen, are permitted to remain outside the purview of the rehabilitation scheme and are allowed to enforce their claims independently after the scheme has been implemented, the rehabilitation scheme itself would become unworkable. *In order to render the sick industrial company financially viable, all stakeholders, including unsecured creditors, are required to make a reasonable sacrifice; otherwise, the very effort at revival would fail.*

99. Considering the observations made in the case of *Modi Rubber Ltd*. (*supra*), and in the case of *Fertilizer Corporation of India* (*supra*), it was

concluded in <u>*Modi Rubber Ltd.(supra)*</u> held that during the period when the Defendant Company was a sickCompany before BIFR, it cannot be said that it was withholding the payment of the dues of the original Plaintiff, *wilfully and intentionally*. It is so because *firstly*, the liability of theDefendants was disputed and was finally adjudicated only by way of the impugned Judgment,much after BIFR proceedings had come to an end; and *secondly*, even if the liability of the original Defendants was not disputed, or was even acknowledged before BIFR, recovery of the same could not have been done without the permission of BIFR, in view of suspension of recovery proceedings under Section 22(1) of the SICA. It was thus, concluded that the interest from the date when the Company is declared sick till the day it is ceased to be a sick Company, would exclude any liability of payment of interest.

100. In the *present case* as well, while grant of interest of 9% may not be considered as excessive, but applying the principles as explained in <u>*Fertilizer Corporation of India*</u> (*supra*) and <u>*Modi Rubber Ltd.(supra)*</u>, it is held that the interest shall not be payable from the date, when the Appellant Company was declared sick on 08.08.1996 and till it is declared to have been rehabilitated and discharged from its liabilities of being a sick Company. The Rehabilitation Scheme was proposed on 03.05.2006.

101. There is nothing on record to show that the Company has been revived or come out of the ambit of sick Company. The Possession of the Suit Property has been handed over on 29.04.2022. In the given circumstances, it is held that the Appellant Company has no liability of payment of the interest as awarded *vide* impugned Judgment dated 31.01.2024.

Conclusion:

102. In view of the aforesaid discussion, Appeal is partly allowed, whereby the *mesne profits* granted @ 80/-per sq. ft. is upheld. However, the Appellant is held not liable to pay any interest on the aforesaid amount.

103. Pending Applications, if any, are also disposed of, accordingly.

(NEENA BANSAL KRISHNA)
JUDGE

JULY07, 2026/RS