

ITEM NO.19

COURT NO.1

SECTION XIV

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (C) No(s).14536/2024

(Arising out of impugned final judgment and order dated 13-05-2024 in IA No. 6396/2024 passed by the High Court of Delhi at New Delhi)

KINGS CANYON SEZ PRIVATE LIMITED

Petitioner(s)

VERSUS

TATA CONSULTANCY SERVICES LIMITED

Respondent(s)

(WITH IA No.146029/2024-EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT and IA No.146030/2024-PERMISSION TO FILE LENGTHY LIST OF DATES and IA No.146031/2024-PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES)

Date : 16-07-2024 This petition was called on for hearing today.

CORAM :

HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE J.B. PARDIWALA
HON'BLE MR. JUSTICE MANOJ MISRA

For Petitioner(s) Mr. Mukul Rohatgi, Sr. Adv.
Mr. Devadatt Kamat, Sr. Adv.
Mr. Sanyat Lodha, AOR
Ms. Ranjeeta Rohatgi, Adv.
Mr. Keshav Sehgal, Adv.
Mr. Harsh Pandey, Adv.
Mr. Revanta Solanki, Adv.
Ms. Surbhi Arora, Adv.
Mr. Ajay Desai, Adv.
Mrs. Shivani Mehta, Adv.

For Respondent(s)

**UPON hearing the counsel the Court made the following
O R D E R**

- 1 The dispute between the parties arose out of a lease deed in pursuance of which the respondent had paid a security deposit to the petitioner. The respondent issued a notice of termination and sought a refund of the security deposit. The dispute between the parties was referred to arbitration. The sole arbitrator, by an award dated 1 November 2023, allowed three claims of the petitioner. The counter claim of the respondent was allowed in the aggregate amount of Rs 21,34,14,615, together with interest at 12% per annum from the date of the deposit of the security deposits until refund. The arbitrator also directed that the respondent would be entitled to retain possession of the leased premises until the counter claim is paid (paragraph 52 of the award).

- 2 The petitioner instituted proceedings under Section 34 of the Arbitration and Conciliation Act 1996 to challenge the arbitral award.

- 3 During the pendency of the proceedings, the petitioner moved the High Court for permission to provide security in the form of alternate immovable property in substitution of the premises which formed the subject matter of the arbitral award. The Single Judge, in the impugned order, recorded that, during the course of the hearing, the Court had indicated that possession of the leased premises may be recovered by the petitioner, upon depositing the amount awarded to the respondent in Court, subject to the result of the petition. The petitioner was not agreeable to this course of action. Hence, the IA was dismissed bearing in mind the provisions of clauses 7(c) and 11(e) of the Lease Deed.

- 4 We are not inclined to interfere with the order of the Single Judge. The course of action which was indicated in paragraph 11 of the impugned order was eminently fair. However, it appears that the petitioner was then not agreeable to deposit the entire amount awarded towards the counter claim in Court.
- 5 However, on the request of learned senior counsel for the petitioner, we clarify that it would be open to the petitioner to move the High Court by accepting the course of action which was suggested in paragraph 11 of the order dated 13 May 2024.
- 6 The petition shall stand disposed of subject to the above clarification.
- 7 Pending application, if any, stands disposed of.

(SANJAY KUMAR-I)
ADDITIONAL REGISTRAR

(SAROJ KUMARI GAUR)
ASSISTANT REGISTRAR