

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

CIVIL APPEAL NO(s). 4047 OF 2004

M/S. PARNASSUS PUBLISHERS & PRIN.PVT.LTD

Appellant (s)

VERSUS

LEGAL HEIRS OF K.C. BABBAR

Respondent(s)

Date: 27/08/2009 This Appeal was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE MARKANDEY KATJU
HON'BLE MR. JUSTICE ASOK KUMAR GANGULY

For Appellant(s) Mr. Jayant Bhushan, Sr. Adv.
Mr. Deepak Khurana, Adv.
Mr. Shovit, Adv.for
Mr. Umesh Kumar Khaitan,Adv.

For Respondent(s) Mr. S.K.Duggal, Adv.for
Dr. S.K. Verma,Adv.

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

The Appeal is allowed in terms of the signed order.
No costs.

(Parveen Kr. Chawla)
Court Master

(Indu Satija)
Court Master

[Signed Order is placed on the File]
IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 4047 OF 2004

M/s. Parnassus Publishers &
Printer Private Limited

..Appellant

versus

Legal heirs of K.C.Babbar

..Respondents

O R D E R

Heard learned counsel for the parties.

This Appeal has been filed against the impugned
order of the High Court of Delhi at New Delhi dated 30 th
October, 2003 passed in CM(M) No.769 of 2003.

It appears that the tenant of the premises in dispute was the appellant herein i.e. M/s. Parnassus Publishers & Printer Private Limited and its sister concern was M/s. Mastana Jogi International Private Limited. One Rajeev Bhatnagar was the common Director of both the companies.

Since, the accounts of M/s. Parnassus Publishers & Printer Private Limited, the appellant herein, were frozen, the rent was paid by pay order of M/s. Mastana Jogi International Private Limited. The courts below have held that this was not a valid payment of rent.

In our opinion, the Courts below took a too hyper-technical view in the matter. The landlord in the present case was interested in two things (i) timely payment of rent (ii) there should be no change in the tenancy.

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Since, the rent had been paid to the landlord, though from the account of M/s. Mastana Jogi International Private Limited, he should have no grievance in this connection. The payment of rent was made from the account of M/s. Mastana Jogi International Private Limited only for the reason that the accounts of the appellant-company were frozen and it will not change the tenancy at all. Learned counsel for the appellant-M/s. Parnassus Publishers & Printer Private Limited has assured that only the appellant will remain as tenant in the property in question and not its sister concern i.e. M/s. Mastana Jogi International Private Limited. He further assures that the rent in future shall be paid from the account of appellant-company only.

For the reasons given above, we accept this appeal, set aside the impugned order dated 30th October, 2003 of the High Court; order of the Additional Rent Control Tribunal, Delhi dated 13.10.2003 and the order of the Rent Controller dated 5.5.2000. No costs.

.....J.
[MARKANDEY KATJU]

NEW DELHI;
AUGUST 27, 2009.

.....J.
[ASOK KUMAR GANGULY]