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

% **Date of decision: 12<sup>th</sup> August, 2025**

+ **CONT.CAS(C) 717/2025**

**UEI GLOBAL EDUCATION PRIVATE LIMITED** .....Petitioner  
Through: Ms. Prabhsahay Kaur, Mr. Bir Inder  
Singh Gurm, Mr. Nishant Gupta, Mr.  
Rajat Verma, Ms. Antara Mishra, Ms.  
Kavya Shukla, Advocates  
(M:9711778471)

versus

**ABHISHEK GUPTA & ORS.** .....Respondents  
Through: Mr. Badal Dayal, Mr. Surender  
Wankhede, Ms. Nishi Chauhan, Ms.  
Rachna Dayal, Advocates for R-1 to 3  
(M:9911772134)  
Mr. Vinod Goyal, Respondent no. 3  
(through VC)  
Mr. Gurpreet Singh, Respondent no. 2  
(through VC)

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+ **W.P.(C) 18033/2024 & CM APPL. 37082/2025**

**UEI GLOBAL EDUCATION PRIVATE LIMITED** .....Petitioner  
Through: Ms. Prabhsahay Kaur, Mr. Bir Inder  
Singh Gurm, Mr. Nishant Gupta, Mr.  
Rajat Verma, Ms. Antara Mishra, Ms.  
Kavya Shukla, Advocates

versus

**TATA POWER DELHI DISTRIBUTION LIMITED & ORS.** .....Respondents  
Through: Mr. Manish Srivastava, Mr. Moksh  
Arora, Mr. Santosh Ramdurg,  
Advocates for R-1 (M:9999061836)



Mr. Badal Dayal, Mr. Surender Wankhede, Ms. Nishi Chauhan, Ms. Rachna Dayal, Advocates for R-3 to 5 SI Chitra, PS-South Rohini (M:9812124709)

Mr. Vinod Goyal, Respondent no. 5 (through VC)

Mr. Gurpreet Singh, Respondent no. 4 (through VC)

**CORAM:**

**HON'BLE MS. JUSTICE MINI PUSHKARNA**

**MINI PUSHKARNA, J (ORAL):**

1. The present writ petition has been filed seeking directions to the respondents to restore and resume the electricity supply coming to 5<sup>th</sup> Floor, Vikas Surya Shopping Mall, Mangalam Place, Sector-3, Rohini, Delhi-110085.
2. Further, an application. i.e., CM. APPL. 37082/2025 has been filed seeking an interim prayer, wherein, the petitioner has prayed for access to the roof/terrace of the said mall, on all working days and at all times for the purposes of operating the Air conditioner units of the petitioner installed on the roof/terrace of the property.
3. The prayers in the present writ petition are reproduced as under:

*“(a) Issue a writ of mandamus or any other appropriate writ, order or direction thereby **directing the Respondents to restore the electricity supply coming to the entire fifth floor of Vikas Surya Shopping Mall, Mangalam Place, Sector-3, Rohini, Delhi-110085**”*

*“(b) pass such other or further order(s) as may be deemed fit and proper in facts and circumstances of the present case.”*

*(Emphasis Supplied)*
4. The prayers in the interim application, are reproduced as under:



**“a. To give an access to the Petitioner to the roof/terrace at all working times/days for the purpose of the operating of the Air Conditioner Units of the Petitioner installed at the roof/terrace of the Property i.e. Vikas Surya Shopping Mall, Manglam Palace, Sector 3 Rohini, Delhi, in the interest of justice.**

*b. And refrain respondents from using any such inhuman tactics to extort petitioner or to get undue/unjustified benefits.”*

*(Emphasis Supplied)*

5. This Court notes that when the present matter was listed for hearing on the first date, i.e., 30<sup>th</sup> December, 2024, orders were passed in favour of the petitioner, in the following manner:

“xxx xxx xxx

**3. Learned counsel for the Petitioner states that to show its bona fide, Petitioner shall deposit the sum of Rs. 3,70,048/- with the Registry of this Court on or before 02.01.2025 by way of RTGS and file the details of the RTGS with the cash branch on or before 02.01.2025.**

*4. Learned counsel for Respondent No. 1 appears on advance service and states that Respondent No. 1 has not disconnected electricity connection to the premises of the Petitioner. He states Respondent No. 3 is the registered user of Respondent No. 1.*

*5. None appears on behalf of the Respondent Nos. 3 to 5.*

*6. Learned counsel for Respondent No. 6, SHO [P.S. Rohini] has entered appearance. He states that no relief has been sought against Respondent No. 6. The said statement is taken on record and are exempted from further appearance.*

**7. In view of the aforesaid submissions of the Petitioner, Respondent Nos. 3 to 5 are directed to forthwith restore the electricity supply on the premises of the Petitioner. The electricity supply will be restored on or before 31.12.2024.**

**8. The aforesaid direction for restoration has been passed, keeping in view the undertaking of the Petitioner qua the deposit as set out at paragraph no. 3 of this order.**

**9. It is made clear that if the deposit is not made on or before 02.01.2025, this Court will recall the directions of restoration of electricity on the next date of hearing.**

xxx xxx xxx”

*(Emphasis Supplied)*



6. Subsequently, in the order dated 03<sup>rd</sup> January, 2025, fact of the petitioner having deposited the said amount of Rs. 3,70,048/- with the Registry of this Court has been recorded. It has further been recorded that the electricity has been restored to the petitioner in compliance to the directions of this Court. The order dated 03<sup>rd</sup> January, 2025, reads as under:

**“1. Pursuant to the previous order dated 30<sup>th</sup> December 2024, counsel for petitioner states that they have complied with directions given in para 3 of the said order and deposited Rs. 3,70,048/- with the Registry of this Court.**

**2. A communication has also been received from UCO Bank, Delhi High Court Branch stating that the ‘amount has been deposited’.**

**3. Counsel for respondent nos. 3-5 appears and states that the electricity has now been restored in compliance of directions of this Court.**

4. Notice be issued to respondent no.2 as well, on steps being taken by petitioner, through all permissible modes including email.  
xxx xxx xxx”

(Emphasis Supplied)

7. This Court notes that a Memorandum of Understanding (“MoU”) dated 16<sup>th</sup> May, 2023, was entered into between the petitioner and respondent no. 3, which was for a license to use the space situated on the terrace of the said mall for Split AC outdoor units. As per the MoU, the license fees was payable by the petitioner, in the following manner:

12.	<b>License Fees</b>	<i>For the Period commencing w.e.f. 01-06-2023 to 31-03-2024, the License Fees shall be Rs. 5,000/- (for 8 units) per month plus GST, as per applicable laws, in advance within 7 days of the start of the respective month w.e.f. the commencement date.  In case the License term be extended after the expiry of present license term i.e. after 31/03/2024, the License Fees shall be paid @ Rs. 4000/- per outdoor Unit (eg. 8 units*4000 = Rs. 32000/- plus GST) for next 11 months extended period.</i>
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8. Further, there is an arbitration clause in the said MoU, which reads



as under:

21.	Arbitration	In case of dispute of any terms of this MoU, the said dispute shall be referred to the Sole Arbitrator to be appointed by first party. The Venue of Arbitration shall be New Delhi and the language of Arbitration shall be English. Each party shall bear its own Arbitration Cost.
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9. This Court notes that pursuant to this MoU, a tax invoice dated 01<sup>st</sup> December, 2024, was raised by respondent no. 3, with respect to the dues payable by the petitioner to the tune of Rs. 3,70,048/- only.

10. Thus, on the basis of the aforesaid tax invoice as raised by respondent no. 3, directions were given by this Court *vide* order dated 30<sup>th</sup> December, 2024, to deposit amounts with the Registry of this Court.

11. This Court further records the submissions made by learned counsel for the petitioner that the aforesaid MoU, is no longer in existence.

12. Be that as it may, this Court notes that the electricity connection already stands restored to the petitioner. Further, in terms of the directions passed by this Court, the amount of Rs. 3,70,048/-, is lying deposited with the Registry of this Court.

13. This Court takes note of the submissions made by learned counsel for the petitioner that in the absence of access to the terrace, even though the electricity connection has been restored to the petitioner, the petitioner is unable to use its premises, since the air conditioning facilities are not possible to be maintained or used, without access to the terrace.

14. Accordingly, considering the facts and circumstances of the present case, it is directed that amount of Rs. 3,70,048/-, as deposited with the Registry of this Court, along with any interest that has accrued, be released to respondent no. 3. The respondent no. 3 is directed to approach the



Registry of this Court for the purpose of release of the aforesaid amount through itself or through its authorized representative. The Registry of this Court, upon the respondent no. 3 filing an application in that regard, shall release the aforesaid amount, along with any accrued interest, in favour of respondent no. 3.

15. In view of the aforesaid direction being made by this Court, it is directed that respondent no. 3 shall forthwith grant access to the petitioner to the terrace of the building in question, i.e., *Vikas Surya Shopping Mall, Mangalam Place, Sector-3, Rohini, Delhi-110085*, on all working days, when the institute of the petitioner is open.

16. Accordingly, no further orders are required to be passed in the present matters.

17. It is clarified that the present order is being passed without prejudice to the rights and contentions of the parties. All the rights and contentions of the parties are left open.

18. In case of any dispute between the parties with respect to the aforesaid MoU, including, with respect to any amounts which are due and payable by the petitioner, the parties are at liberty to invoke arbitration in terms of the aforesaid clause of the MoU.

19. It is further clarified that this Court has not given any finding as regards the entitlement of respondent no. 3, to recover the aforesaid amount of Rs. 3,70,048/-, which has been directed to be released to respondent no. 3, without prejudice to the rights and contentions of the parties.

20. Any dispute with regard to the amounts payable by the petitioner under the aforesaid MoU, shall be subject to any order/directions passed in the arbitration proceedings or any other proceedings between the parties.



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21. With the aforesaid directions, the present petitions, along with pending application, are disposed of.

**AUGUST 12, 2025/au**

**MINI PUSHKARNA, J**