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* IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of decision: 12.02.2026

+ RFA(OS) 7/2019

MRIGENDRA PRITAM VIKRAMSINGH STEINER & ORS
.....AppellantsThrough: Mr. Atul Kumar, Mr. Ashutosh
Kumar & Mr. Aatrayi Das,
Advs.

versus

JASWINDER SINGH & ORSRespondents

Through: Mr. Nitish Chaudhary, Adv.

CORAM:**HON'BLE MR. JUSTICE VIVEK CHAUDHARY****HON'BLE MS. JUSTICE RENU BHATNAGAR****JUDGMENT (Oral)****CM APPL. 9878/2026 (Seeking permission to surrender the leased premises)**

1. The present application has been filed on behalf of M/s. T S Suresh Plus Associates (hereinafter referred to as "the Applicant") under Section 151 of the Code of Civil Procedure, 1908 seeking permission of this Court to surrender the leased premises bearing Flat No. 510, Fifth Floor, Surya Kiran Building, 19 Kasturba Gandhi Marg, New Delhi-110001, and to be discharged from further liability towards payment of rent and allied charges under the Lease Deed dated 04.08.2025.

2. It is submitted that pursuant to orders dated 11.07.2025 and 18.07.2025 passed by this Court, the Applicant had executed a Lease Deed dated 04.08.2025 in respect of the aforesaid premises at a



monthly rent of Rs. 1,80,000/- plus applicable GST and had deposited a sum of Rs. 5,40,000/- towards refundable security deposit.

3. Learned counsel for the Applicant submits that the Applicant firm is a Bengaluru-based law firm managed by its founder and Managing Partner, Mr. T. S. Suresh, who has more than 38 years of standing at the Bar. It is stated that he suffered a severe brain stroke on 05.01.2026 and has since been hospitalized and remains under constant medical care. The medical condition, as placed on record, indicates extensive damage to the brainstem with no definitive timeline for recovery. It is further submitted that the only other partner of the firm is his wife, who had been assisting him in the management of the firm; however, in view of his critical medical condition, it is not feasible for her to independently manage the Delhi office during this period.

4. It is contended that owing to the sudden and unforeseen medical emergency, the Applicant firm has been rendered incapable of effectively operating its Delhi office, resulting in acute financial and operational distress. It is thus prayed that the Applicant be permitted to surrender the leased premises and be relieved from further liability towards rent and other charges with effect from the date of handing over peaceful and vacant possession.

5. It is further submitted that the Applicant undertakes to hand over peaceful vacant possession of the premises and to cooperate with the Court Appointed Receiver, Mr. J. K. Aggrawal.

6. This Court has considered the submissions and perused the material placed on record. The medical documents filed *prima facie*



indicate that the Managing Partner of the Applicant firm is presently incapacitated due to a severe medical condition. The other partner of the firm, his wife, is also disturbed in taking care of him. The circumstances, as pleaded, appear to be unforeseen and beyond the control of the Applicant.

7. In the interest of justice and considering the peculiar facts and circumstances of the present case, the Applicant is permitted to surrender the leased premises, subject to the following conditions:

- i. The Applicant shall hand over peaceful and vacant possession of the leased premises to the Court Appointed Receiver within a period of two weeks from today.
- ii. The Applicant shall clear all rent, maintenance charges and statutory dues payable up to the date of handing over possession.
- iii. Upon taking possession, the Receiver shall prepare an inventory and report compliance to this Court.
- iv. The question of refund of the security deposit shall be considered after adjustment of any lawful dues, if any, and upon submission of the Receiver's report.

8. Upon compliance with the aforesaid directions and handing over of possession, the Lease Deed dated 04.08.2025 shall stand terminated, and the Applicant shall stand discharged from liability towards payment of rent and other recurring charges accruing thereafter.

9. It is clarified that upon receipt of vacant and peaceful possession of the leased premises, the Court-appointed Receiver shall



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be at liberty to take appropriate steps to lease the property to any prospective lessee, in accordance with law and subject to further orders and directions of this Court.

10. The present application is disposed of in the above terms.

**VIVEK CHAUDHARY
(JUDGE)**

**RENU BHATNAGAR
(JUDGE)**

FEBRUARY 12, 2026/kp/tr