

Court No. - 4

Case :- S.C.C. REVISION No. - 96 of 2023

Revisionist :- Kiran Batra

Opposite Party :- Smt. Meeta Makhan

Counsel for Revisionist :- Vandeeep Nath, Sourabh Pathak

Counsel for Opposite Party :- Nipun Singh

Hon'ble Prakash Padia, J.

1. The present SCC Revision has been filed challenging the judgement and decree dated 16.05.2023 passed by Additional District and Sessions Judge, Court no.6, Gautam Buddh Nagar in S.C.C. Suit No.21 of 2021 (Smt. Meeta Makhan Vs. Kiran Batra). The operative portion reads as follows :-

"वादिनी का वाद विरुद्ध प्रतिवादिनी सव्यय आज्ञप्त किया जाता है। प्रतिवादिनी को आदेशित किया जाता है कि वह विवादित संपत्ति / फ्लैट का रिक्त कब्जा वादिनी को 2 माह के भीतर प्राप्त कराए। प्रतिवादिनी को यह भी आदेशित किया जाता है कि वह दिनांक 15.08.21 से दिनांक 04.12.21 तक किराए के तौर पर एवं उसके पश्चात वास्तविक कब्जा प्राप्त कराने की तिथि तक की अवधि के संबंध में हर्जा इस्तेमाल के तौर पर रुपया 48,000/- प्रतिमाह की दर से मय 6 प्रतिशत वार्षिक ब्याज की दर से वास्तविक कब्जा प्राप्त कराने की तिथि तक वादिनी को प्राप्त कराए अन्यथा की स्थिति में वादिनी को न्यायालय के माध्यम से रिक्त कब्जा व उपरोक्त धनराशि प्राप्त करने का अधिकार होगा।"

2. Today when the matter is taken up, counsel for the revisionist placed before this Court a bank draft of Rs.6,00,000/- (six lacs) dated 04.12.2023 of Axis Bank in favour of Smt. Meeta Makhan. The draft is received by Mr. Nipun Singh, learned counsel for the opposite party.

3. It is argued by counsel for the revisionist that the revisionist will vacate the premises by 31.03.2024. It is further argued by him that the revisionist will make

payment of entire arrears of rent as per the decree dated 16.05.2023 on or before 25.03.2024 after adjusting the amount of the aforesaid bank draft and a considerable time be granted to him to deposit decretal amount.

4. In this view of the matter, counsel for the revisionist is directed to file an affidavit in this regard within a period of three weeks from today before the Judge, Small Causes, Gautam Buddh Nagar stating therein that :-

(i) He will vacate the premises by 31.03.2024

(ii) He will make the payment of rent @ Rs.48,000/- per month till the time he will vacate the premises, i.e., 31.03.2024.

(iii) He will comply with the terms and conditions of the decree dated 16.05.2023 and deposit the entire sum as well as rent from the date of decree till 31.12.2023 after adjusting the amount of Rs.6 lacs in three equal installments on or before 25.01.2024, 25.02.2024 and 25.03.2024.

5. In so far as the rent from the month of January, 2024 is concerned, he will make the payment by 7th of each month @ Rs.48,000/- per month till the time he will vacate the premises.

6. Accordingly, without present petition is disposed of.

7. However, it is clarified that in the event of default in compliance of any directions issued hereinabove the landlord-opposite party will be at liberty to get the decree executed in accordance with law.

Order Date :- 7.12.2023

Pramod Tripathi