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

+ **RSA 243/2015, RSA 244/2015 and RSA 245/2015**

JASPAL SINGH

..... Appellant

Through: Mr. D.D. Singh and Ms. Parmpuneet
Kaur, Advocates along with appellant
in person.

versus

BHUSHAN KUMAR & ORS

..... Respondents

Through: Mr. A.K. Sharma & Mr. Anuj
Sharma, Advocates along with
respondent in person.

CORAM:

HON'BLE MR. JUSTICE VIPIN SANGHI

ORDER

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15.07.2015

Caveat Nos.703-704/2015 & 708/2015

1. Learned counsel for the caveator puts in appearance. The caveats stand discharged.

RSA 243/2015 and C.M. Nos.12290-91/2015; RSA 244/2015 and C.M. Nos.12292-93/2015; and RSA 245/2015 and C.M. Nos.12294-95/2015

2. After some arguments, on instructions from the appellant Jaspal Singh, who is present in Court, learned counsel for the appellant submits that the appellant gives up the challenge to the impugned judgment and decree dated 29.04.2015 passed by the learned Appellate Court in RCA

Nos.57-59/2010. Learned counsel submits that the appellant accepts that the rent of the suit premises was Rs.3,685/- per month, apart from water and electricity charges. The appellant seeks six months time to vacate the suit premises.

3. The respondent caveator is present along with his counsel. He is agreeable to grant six months time to the appellant to vacate the suit premises on the condition that he makes payment of the arrears of rent, which is the difference between Rs.3,685/- and Rs.3,025/- for the period from the year 1991 onwards. He further submits that the appellant should give an undertaking to the Court to vacate the suit premises and handover vacant and peaceful possession of the suit premises to the respondent on or before expiry of the said period of six months. He further submits that the appellant shall continue to pay Rs.3,685/- per month towards damages for the period of his occupation.

4. The appellant is agreeable to comply with the aforesaid conditions.

5. Accordingly, it is directed that the appellant shall furnish an undertaking to this Court that he shall handover possession of the vacant possession of the suit premises to the respondent on or before the expiry of six months, i.e. on or before 31.01.2015; and that he shall continue to pay the damages every month in advance by the fifth day of each calendar month @ Rs.3,685/- per month; and he shall pay the arrears of rent, i.e. the difference between Rs.3,685/- and Rs.3,025/- from the year 1991 onwards within one month; and that he shall not part with possession of the suit premises to any other party, or induct any other party in the suit premises.

6. The aforesaid undertaking shall be filed within two weeks from today with advance copy to learned counsel for the respondents.
7. The aforesaid undertaking, when furnished, shall be deemed to have been accepted by this Court and the appellant shall remain bound by the same. In case the undertaking is not so filed, or the same is breached, the decree shall become executable forthwith.
8. The costs imposed upon the appellant by the First Appellate Court shall stand waived, provided all the above conditions are complied with by the appellant.
9. The respondents shall not execute the decree in case all the aforesaid conditions are complied with by the appellant.
10. The appeals stand disposed of in the above terms.



VIPIN SANGHI, J

JULY 15, 2015

B.S. Rohella

→ Fresh cm. no-15574/15 For modification of
order dt-15-7-2015.

Disposed on 15-7-2015