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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RFA 42/2016, CMs No.2357/2016 (for stay) & 2359/2016 (for
condonation of delay)
PRITAM SINGH & ANR Appellants
Through: Mr. Rajat Aneja & Ms. Rashmi
Verma, Advs.

Versus

RAMA SAPRA & ORS Respondents
Through: Mr. M.G. Vacher, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **08.02.2016**

1. The appeal impugns the judgment and decree dated 13th October, 2015 of the Court of Ms. Sujata Kohli, Additional District Judge, Central District, Tis Hazari Courts, Delhi in C.S. No.128/14/11 bearing Unique ID No.02401C0464982011 whereby the appellants have been ordered to be ejected from the premises earlier in their tenancy and to deliver possession thereof to the respondents.
2. No *mesne profits* have been decreed.
3. Notice of the appeal limited to the question of grant of time to the appellants to vacate the premises was issued.
4. The counsel for the respondents appears.
5. After some time, it has been agreed that the appellants will not press the appeal and withdraw the same and subject to the appellants paying *mesne profits* at the rate of Rs.35,000/- per month to the respondents with

effect from the month of November, 2015 till the date of delivery of possession, the respondents shall not execute the decree till 31st March, 2017.

6. The two appellants present in Court and as identified by their counsel have undertaken to this Court to:

- (a) within two weeks of today pay *mesne profits* at the rate of Rs.35,000/- per month for the months of November & December, 2015 and January and February, 2016 to the respondent no.2 Sh. Ankit Sapra (as instructed by the counsel appearing on behalf of the respondents);
- (b) with effect from the month of March, 2016 and till the month of delivery of possession continue to pay Rs.35,000/- per month to the respondent no.2, month by month, in advance for each month, by the 15th day of the month;
- (c) pay all electricity and other charges with respect to the premises till the date of delivery of possession;
- (d) deliver vacant, peaceful, physical possession to the respondent no.2 Sh. Ankit Sapra on or before 31st March, 2017;
- (e) not to cause any damage to the premises or induct any other person into occupation or control thereof;

7. The appellants state that the appellants are in control and possession of the premises. The appellants have been explained the meaning of giving undertaking to the Court and the consequences of breach thereof.

8. The aforesaid compromise is found to be lawful and is allowed.

9. The undertakings given by both the appellants are accepted and both the appellants are made liable jointly and severally and ordered to be bound thereby.

10. The appeal is dismissed as withdrawn.

11. The respondents shall however, subject to the appellants complying with their undertaking, not execute decree for ejectment till 31st March, 2017.

12. Upon the default by the appellants of any of the undertakings, the respondents shall be entitled to execute the decree and also apply to this Court for initiating proceedings for contempt of Court against the appellants.

No costs.

Decree sheet be prepared.

RAJIV SAHAI ENDLAW, J

FEBRUARY 08, 2016

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