

\$~26

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RFA 92/2016 & CM No.6394/2016 (for stay)
M/S NEW WAY PROJECTS PVT LTD & ANR Appellants
Through: Mr. S.C. Phogat with Mr. Vijay Pal
Singh & Mr. Vijendra Singh, Advs.

Versus

MAJ GEN (RTD) SUBASH
CHANDER BAHL & ORS Respondents
Through: Mr. Virender Goswami, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **24.02.2016**

1. This order is in continuation of the previous order dated 22nd February, 2016.
2. The counsel for the respondents appears.
3. The counsel for the appellants has handed over to the counsel for the respondents a cheque for Rs.7,95,500/- towards arrears of rent / *mesne profits* from 1st February, 2014 till end of February, 2016.
4. The counsel for the respondents states that the amount due should be Rs.8,17,725/-.
5. The counsel for the respondents has handed over to the counsel for the appellants a computation of rent due.
6. The counsels to mutually arrive at the correct amount due and the deficiency if any be paid by the appellants to the respondents within one week of today.

7. The counsel for the appellants seeks six months time to vacate the premises.

8. The counsel for the respondents is agreeable thereto.

9. The appellants i.e. appellant no.1 through its Director Mr. Rajiv Kumar Dandona present in Court and the appellant no.2 Sh. Mohinder Pal Singh through counsel undertake to this Court:

- (i) to handover vacant, peaceful, physical possession of the entire premises in their occupation at 27/14, Upper Ground Floor, East Patel Nagar, New Delhi to the respondent no.1 on or before 31st August, 2016;
- (ii) to pay electricity, water and other dues of the said premises till the date of vacation;
- (iii) to pay to the respondent no.1 with effect from March, 2016 and till the month of delivery of possession of the premises, *mesne profits* / damages for use and occupation at the rate decreed, month by month, in advance for each month, by the 10th day of the month;
- (iv) not to induct any other person into possession of the premises;
- (v) not to damage the premises.

10. It is further stated that the appellants are in control and possession of the premises and are in a position to give and abide by this undertaking.

11. The appellants through counsel have been made aware of the consequences of breach of undertaking given to the Court.

12. The counsel for the respondents states that upon the appellants vacating the premises as aforesaid and subject to deduction of any claims, the security deposit of Rs.1,00,000/- shall be refunded to the appellant no.1.

13. The undertaking aforesaid of the appellants is accepted and the appellants are ordered to be bound therewith.

14. Accordingly, the appeal is dismissed as withdrawn, however with the condition that subject to the appellants complying with their undertaking aforesaid, the decree shall not be executed till 31st August, 2016 and recording that the decree insofar as for recovery of monies till date stands satisfied.

15. No costs.

16. Decree sheet be prepared.

17. It is made clear that upon breach by the appellants of their undertakings, the respondents besides executing the decree shall also be entitled to initiate proceedings against the appellants for contempt of Court.

Dasti under signature of Court Master.

RAJIV SAHAI ENDLAW, J

FEBRUARY 24, 2016

‘gsr’..