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

+ **RC.REV. 150/2016**

NEERJA SHARMA Petitioner

Through: Ms. Kumkum Jain, Adv.

Versus

SAMEER JAIN Respondent

Through: Mr. Rajesh Pathak, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **25.07.2017**

CM No.26152/2017 (of the petitioner for grant of time to vacate the premises)

1. The petitioner / tenant, after dismissal on 15th December, 2016 of this Rent Control Revision Petition under Section 25B(8) of the Delhi Rent Control Act, 1958 against the order of her eviction, seeks time to vacate the premises.
2. The counsel for the respondent / landlord appears on advance notice and is not agreeable to grant of any time stating that the order of eviction was executable as far back as in March, 2016 and the petitioner / tenant has already enjoyed more than sufficient time.
3. The counsel for the petitioner / tenant at this stage seeks time to vacate the premises on or before 31st December, 2017 and the counsel for the respondent / landlord has been persuaded thereto. He however states that the petitioner / tenant has not paid even the admitted rent of Rs.165/- per month since 1990 and the prevalent letting value of the premises in

occupation of the petitioner / tenant is more than Rs.15,000/- per month.

4. The counsel for the petitioner / tenant states that she has authority from the petitioner / tenant to give undertaking to this Court.

5. The petitioner / tenant through counsel undertakes to this Court:

- (i) to hand over vacant peaceful physical possession of the premises in her tenancy / possession and from which she has been ordered to be evicted, to the respondent / landlord on or before 31st December, 2017;
- (ii) to on or before 15th August, 2017 pay to the respondent/landlord arrears of rent for a period of three years prior to 31st July, 2017 computed at the rate of Rs.165/- per month and to with effect from 1st August, 2017 continue to pay rent of Rs.165/- per month to the respondent / landlord in advance for each month by the 10th day of each English Calendar month;
- (iii) to clear the electricity and water dues of the premises till the date of occupation thereof, before leaving the premises; and,
- (iv) to hereinafter not induct any other person into possession of the premises and to not damage the premises.

6. The aforesaid undertakings of the petitioner/tenant are accepted and the petitioner/tenant/his legal representative is / are ordered to be bound therewith.

7. The petitioner/tenant has been explained the consequences of breach of undertaking given to this Court.

8. Subject to the petitioner/tenant complying with her undertakings aforesaid, the order of eviction is made inexecutable till 31st December, 2017.

9. It is made clear that in the event of the petitioner/tenant/his legal representative being in breach of the undertaking or any part thereof, the respondent/landlord, besides initiating proceedings against the petitioner/tenant/his legal representative for breach of undertaking given to the Court shall also be entitled to forthwith execute the order of eviction.

No costs.

Dasti under signature of Court Master.

RAJIV SAHAI ENDLAW, J

JULY 25, 2017
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