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

+ RFA 160/2016 & CM No.10121/2016 (for stay)

GEETA GAUTAM

..... Appellant

Through: Mr. Swastik Singh and Mr. Atul
Singh, Advs.

Versus

NEERAJ SHARMA

..... Respondent

Through: Mr. Naresh C. Sharma and Mr. Ajay
Sharma, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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19.05.2016

1. The appeal impugns the judgment and decree dated 6th February, 2016 of the Court of District & Sessions Judge (West), Tis Hazari Courts, Delhi in CS No.20/2015 of ejectment (on admissions) of the appellant from the premises earlier in the tenancy of the appellant.

2. Notice of the appeal limited to the question of grant of time to the appellant to vacate the premises was issued.

3. The counsel for the appellant states that costs imposed on 2nd May, 2016 have been paid.

4. The counsel for the respondent appears and it has been agreed between the parties:

(I) that the appellant shall on or before 15th June, 2016 pay to the respondent the arrears of rent @ Rs.10,500/- per month with effect from January, 2014 till the month of June, 2016;

- (II) that the appellant shall with effect from the month of July, 2016 pay to the respondent, month by month, in advance for each month by the 10th day of the month, a sum of Rs.15,000/- per month till the month of vacation of the premises;
- (III) that the appellant shall pay the electricity, water and maintenance charges with respect to the premises till the date of vacation of the premises;
- (IV) that the appellant is in physical control and possession of the premises and shall not induct any other person into possession thereof and shall not cause any damage thereto;
- (V) that subject to the appellant complying with the aforesaid and giving undertaking to this Court in terms of aforesaid, the respondent shall not execute the decree till 31st March, 2017;
- (VI) that in terms of the aforesaid, the claim pending before the Trial Court for adjudication of the arrears of rent and *mesne* profits shall also stand disposed of;
- (VII) that however if the appellant is in violation of any of the aforesaid terms, the appellant, besides becoming liable for consequence of breach of undertaking given to the Court and for the decree being executed, shall also become liable to pay *mesne* profits for the entire period of unauthorised occupation of the premises as claimed in the suit, @ Rs.20,000/- per month, being the market rent for the relevant period.

5. The counsel for the appellant on behalf of the appellant and stating that he has instructions from the appellant, undertakes to this Court in terms of the above.
6. The appellant through counsel has been explained the consequences of breach of undertaking given to the Court.
7. The undertaking aforesaid of the appellant is accepted and the appellant is ordered to be bound therewith.
8. The appeal is dismissed as withdrawn, leaving the parties to bear their own costs but making the decree for ejection impugned in the appeal inexecutable till 31st March, 2017, subject of course to the appellant complying with her undertakings.

RAJIV SAHAI ENDLAW, J

MAY 19, 2016

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