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

+ RC.REV. 330/2016

K K MANCHANDA Petitioner

Through Mr.Aly Mirza, Adv.

versus

RAJINDER PAL MEHRA Respondent

Through Mr.Manish Tanwar, Adv.

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

ORDER

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06.10.2016

Statement of Shri K.K.Manchanda/petitioner has been recorded in court today. He has undertaken to vacate the property which is subject matter of the Eviction Petition, namely, 40-B, MIG Flats, Rajouri Garden, New Delhi-110027 on or before 5.4.2018. He has also undertaken other terms and conditions in the undertaking. The undertaking is taken on record. The petitioner shall remain bound by the undertaking. Learned counsel appearing for the respondent submits that in view of the undertaking given by the petitioner the respondent shall not execute the Eviction Petition till 5.4.2018.

Learned counsel for the petitioner submits that the rent has not been paid for the month of August and September, 2016. He submits that arrears for these two months and advance for the balance three months of this year shall be paid within 15 days from today in the account of the respondent. After that, payment shall be made in advance for each quarter i.e. three

months in advance. Respondent has given the details of the bank account as under:-

Mr.Rajender Pal Mehra,
A/c. No.0627000100176415
PNB Naraina Vihar,
NEFT/IFS Code PUNB0062700

In view of the above, the present petition stands disposed of. All pending applications, if any, also stand disposed of accordingly.

JAYANT NATH, J

OCTOBER 06, 2016

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RCR No.330/2016

Date: 06.10.2016

Statement of Mr.K.K.Manchanda s/o Late Ram Prakash Arora R/o 40-B, MIG Flats, Rajouri Garden, New Delhi-110027

On S.A.

I undertake to this Court to vacate and hand over the vacant physical possession of the property which is described in the Eviction Petition, namely, MIG Flat No.40-B (First Floor) Rajouri Garden, New Delhi-110027 to the respondent on or before 18 months from today i.e. on or before 5.4.2018. I also undertake to pay the agreed rent, electricity and water charges for the period I remain in occupation of the property. I undertake not to wilfully damage the property or induct any third party in the property. I admit that the respondent needs the property for bona fide requirements. I will pay the rent in advance for each quarter of three months to the respondent.

RO & AC

JAYANT NATH, J

OCTOBER 06, 2016

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