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

+ RC.REV. 415/2016 & C.M. No.30976/2016 (for stay)

JAGDISH PRASAD SHARMA Petitioner

Through: Ms. Meena Mehtani Gupta, Advocate with
petitioner in person.

versus

ANGOORI DEVI SHARMA & ORS Respondents

Through: Mr. R.P. Sharma & Mr. Amit Sharma,
Advocates.

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

ORDER

% **31.08.2016**

1. The learned counsel for the petitioner, on instructions from the petitioner, Jagdish Prasad Sharma, who is present in person, submits that if a period of one year from today is granted to the petitioner to vacate the premises, she would like to settle the matter with the respondent and would not press the present petition.

2. The learned counsel appearing for the respondent submits, on instructions, that he has no objection to the same.

3. The statement of the petitioner, Jagdish Prasad Sharma, has been recorded in court today. He has undertaken to the court to handover vacant and physical possession of the property in question to the respondent on or before one year from today, that is, 30.8.2017.

He has also undertaken to pay the agreed up-to-date rent along with electricity and water charges.

4. The undertaking is taken on record. The petitioner shall remain bound by the said undertaking given to the court.

5. In view of the undertaking given by the petitioner, the learned counsel for the respondent submits that the respondent shall not execute the impugned order till 31.8.2017.

6. In view of the above submissions of the parties, the present petition stands disposed off on the above terms.

JAYANT NATH, J.

AUGUST 31, 2016
‘AA’

Dated: 31.8.2016

Item No.36

RC. Rev. No.415/2016

Jagdish Prasad Sharma vs. Angoori Devi Sharma & Ors.

Statement of Jagdish Prasad Sharma, s/o Sh. Bhagirath Sharma, R/o 127, Baldev Park, Krishna Nagar, Delhi-51.

On S.A.

I undertake to handover vacant and physical possession of the property in question, namely, 127, Baldev Park, Krishna Nagar, Delhi-51 to the respondent on or before one year from today, that is, on or before 30.8.2017. I undertake to pay the entire arrears of rent up-to-date and also subsequently for each month till 30.8.2017 or till the date of vacation, if earlier. I also undertake to pay electricity and water dues payable for the said premises. I shall not cause any wilful damage or harm to the aforesaid property and shall abide by the directions of this court.

RO & AC

JAYANT NATH, J.