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

+ RC.REV. 437/2016

DALJEET KAUR & ANR Petitioners
Through Mr.Parvesh Khanna and Ms.Poorva
Khandekar and Mr.Abhishek Kumar, Advocates

versus

RAJENDER GUPTA Respondent
Through Mr.Deepak Gupta and Mr.Harsh
Hooda, Advocates

CORAM:
HON'BLE MR. JUSTICE JAYANT NATH

ORDER

% 01.12.2016

CM No.44579/2016

This is an application under Order 23 Rule 3 CPC. The parties have entered into a compromise which is recorded in the 'Deed of Settlement' dated 23.11.2016. As per the 'deed of settlement' the respondent/landlord shall hand over to petitioner No.1/tenant an alternative shop measuring 10ft. x 10 ft. on the rear side of premises HS-6 Kailash Colony Market, New Delhi as described in the 'Deed of Settlement'. In return, the petitioners have undertaken to hand over the actual physical, vacant and peaceful possession of the tenanted premises i.e. HS-6, Front Side ground floor Kailash Colony Market, New Delhi as described in the 'Deed of Settlement' within 30 days from receipt of possession of the alternative accommodation to the respondent.

Learned counsel for the respondent states that he will hand over the possession of the shop on the rear of premises bearing No.HS-6, Kailash

Colony, Market, New Delhi to the tenant today itself in Court. Learned counsel appearing for the petitioner undertakes to vacate the suit property, which is subject matter of the present Eviction Petition i.e. Shop on the front side of ground floor of HS-6, Kailash Colony, New Delhi as described in the deed of settlement within 30 days from today.

The parties shall remain bound by the terms and conditions of the present 'Deed of Settlement' including paragraph 5 whereby it is mentioned that the respondent is to install water tank at the cost of the petitioners as stated in the 'Deed of Settlement'. Application is allowed.

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Petition stands disposed of. All pending applications, if any, also stand disposed of.

JAYANT NATH, J

DECEMBER 01, 2016

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