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

+ RFA 871/2016

RAJEEV AJEMERA

..... Appellant

Through : Dr. Anurag Kumar Agarwal, Advocate

versus

SNEH PURI

..... Respondent

Through :Mr. Arvind Dhingra, Advocate

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

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02.12.2016

Caveat No.949/2016

1. Appearance is entered on behalf of the caveator, who states that a complete set of the paper book has been served on him.
2. In view of the above, the caveat stands discharged.

RFA 871/2016 & CMs No.41283-84/2016

1. The appellant/defendant is aggrieved by the judgment and decree dated 21.9.2016 pronounced by the trial court in a suit for possession, mesne profits and permanent injunction instituted against him by the respondent/plaintiff.
2. Under the impugned judgment and decree, the trial court has granted a decree of recovery of possession in favour of the respondent/plaintiff in respect of the suit premises bearing No.2499, Ground Floor, Ward No.13, Teliwara Road, Sadar Bazar, Delhi; a decree of recovery of a sum of Rs.48,000/- towards arrears of rent for the period from 1.5.2012 to

31.7.2012; recovery of mesne profits @ Rs.25,000/- p.m. w.e.f. 1.8.2012 till the date of handing over the possession of the suit premises and finally, a decree of injunction, restraining the appellant/defendant from creating any third party interest in respect of the suit premises.

3. Learned counsel for the appellant has filed the present appeal assailing the impugned judgment and decree on several grounds. However, in the course of arguments, it has been indicated that this Court has not been persuaded by the grounds taken in the appeal. Instead, it has been enquired from learned counsel for the appellant if his client would be ready and willing to vacate the suit premises, if granted some reasonable time.

4. Counsel for the appellant states, on instructions, that having regard to the fact that the appellant is running his business from the subject premises, he be granted some reasonable time of at least two years to vacate the same.

5. Counsel for the respondent/caveator is however agreeable to granting a period of six months to the appellant to vacate the suit premises. He further states that the appellant may be bound down to pay the outstanding decretal amount which has mounted to a sum of Rs.14.00 lacs (approx.).

6. Both the parties have interacted with each other for some time and have arrived at the following settlement: -

a) The respondent has agreed that the appellant shall continue to occupy the suit premises for a period of one year reckoned from 1.10.2016. In other words, the appellant shall handover vacant peaceful possession of the suit premises to the respondent on or before 30.9.2017.

- b) The arrears of rent totalling to a sum of Rs.48,000/- shall be tendered by the appellant to the respondent within two weeks from today.
- c) The arrears of the mesne profits awarded by the trial court @ Rs.25,000/- p.m. w.e.f. 1.8.2012 till 30.11.2016, shall be tendered by the appellant to the respondent in six equal monthly instalments, commencing from 10.12.2016.
- d) The appellant shall continue paying the mesne profits @ Rs.25,000/- p.m. to the respondent on or before the 10th day of each calendar month, till the date he hands over the vacant peaceful possession of the suit premises to the respondent.
- e) It has been agreed that if the appellant makes two running defaults in paying the equated monthly instalments, then the entire amount shall become due and payable at the end of the third month.
- f) It is further agreed that if there are three defaults on the part of the appellant in making payment of the instalments, then he shall handover the vacant peaceful possession of the suit premises forthwith to the respondent, at the end of the third month of default.
- g) The appellant shall give an undertaking that he shall not part with possession or create any third party interest in respect of the suit premises while in possession thereof.

7. An affidavit shall be filed by the appellant within two weeks undertaking *inter alia* to abide by the terms and conditions of settlement, as recorded above.

8. The appeal is disposed of in view of the consent order passed herein above, along with the pending applications.

HIMA KOHLI, J

DECEMBER 02, 2016

sk/rkb