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

+ RC.REV. 493/2015 and CM Nos. 19637/2016 & 19638/201

MOHD KADEER ALI Petitioner
Through Mr.D.L.Dhingra, Advocate.

versus

ANDAZ BEGUM & ORS Respondents
Through Mr.Sanjeet Kumar, Ms.Neha Sharma
and Mr.Manish Kumar, Advocates.

CORAM:
HON'BLE MR. JUSTICE JAYANT NATH

ORDER

% **15.09.2016**

A submission had been made by the learned counsel for the petitioner on 07.12.2015 that the petitioner would be satisfied if time is granted for vacating the tenanted premises. Thereafter several adjournments were sought by the petitioner. A direction was passed for the petitioner to appear in person.

Today, the petitioner Mohd. Kadeer Ali is present in person. His statement on oath has been recorded whereby he has undertaken to this court to hand over vacant and physical possession of the property to the respondent within 18 months from today i.e. on or before 15.03.2018. He has also undertaken other conditions. The petitioner shall remain bound by his undertaking.

The petitioners shall also place on record the affidavits of his two

sons, namely, Fazil and Kamil stating that they shall abide by the undertaking given by their father, namely, Mohd. Kadeer Ali in court today.

In view of the above statement, learned counsel for the respondent submits that the respondent shall not execute the eviction order till 15.03.2018. In the eventuality of default in payment of the agreed rent, the respondents may execute the eviction order.

The petition stands disposed of.

JAYANT NATH, J

SEPTEMBER 15, 2016

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RC.REV. 493/2015

Dated: 15.09.2016

**STATEMENT OF MOHD. KADEER ALI S/O SAID NAZAR ALI R/O
GROUND FLOOR, 3389, GALI JANGLI KAUN, KUCHA PANDIT,
DELHI-06 ON SA.**

I undertake to vacate the suit property i.e. Ground Floor, 3389, Gali Jangli Kaun, Kucha Pandit, Delhi-06 within 18 months from today i.e. on or before 15.03.2018. I also undertake to hand over vacant and physical possession of the property on or before 15.03.2018 to the respondent/landlord. I also undertake that I will pay the agreed rent, electricity and water charges for the period I occupy the same. I shall not cause wilful damage to any portion of the property or induct any third party in the property.

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JAYANT NATH, J.