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

+ RC.REV. 670/2015

M/S PATEL GOLDEN TIMBER

..... Petitioner

Through Mr.Sanjeev Sindhwani, Senior
Advocate with Mr.Ravinder Agarwal, Advocate

versus

S PARAMJIT SINGH

..... Respondent

Through Mr.Sunil Mittal,Senior Advocate with
Ms.Seema Seth and Mr.Dhruv Grover, Advocates
with respondent in person

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

ORDER

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16.12.2016

The parties have entered into a settlement. The terms and conditions of the 'Memorandum of Understanding' agreed upon are as follows:-

"1. That the petitioner/tenant admits that the respondent/landlord/owner is the sole and absolute owner of the property in dispute; his needs are bonafide and he has no alternative suitable accommodation in New Delhi/Delhi/NCR for his business activity.

2. That the petitioner/tenant withdraws the appeal and undertakes to deliver peaceful, vacant and physical possession of the property in dispute and in its occupation on or before 31.03.2020. The petitioner/Tenant agrees and undertakes to pay to the Respondent/Landlord/Owner a sum of Rs.40,000/- (Rupees Forty Thousand Only) per month as damages for use and occupation of the property in dispute, commencing from 01.01.2017. The damages at the said rate shall be paid into the account of the respondent/landlord/owner on or before 7th day of each English calendar month by way of RTGS in the account detailed herein below:-

Account Holder/Beneficiary Name:- PARAMJIT SINGH
A/c. No.MCA 65255045696
IFSC Code : STBP 0000145
State Bank of Patiala
Sector 10-D, Chandigarh-160011

3. That the Petitioner/Tenant undertakes to continue to pay to the concerned authorities, the charges for the use of electricity, water, sewerage etc.

4. That the petitioner/tenant shall not sublet, assign or part with the possession of the property in dispute to any third party and undertakes to deliver the peaceful, vacant and physical possession of the said property to the respondent/landlord/owner.

5. That the petitioner/tenant agrees that in the event of any default in payment of monthly damages, the respondent/landlord/owner can execute the eviction order forthwith. The petitioner/tenant further agrees that in the event of its failing to deliver peaceful, vacant and physical possession of the aforesaid premises and/or the monthly damages to the Respondent/Landlord/Owner, it shall be liable for punishment under the Contempt of Courts Act, 1971.

6. That the respondent in view of the above settlement and subject to it being observed in letter and spirit by the petitioner/tenant, undertakes not to execute the eviction order on or before 31.03.2020.”

I have today recorded the statement of Shri Narayan Patel, Partner of the petitioner firm who has undertaken to abide by the terms and conditions of the settlement between the parties. The undertaking is taken on record and the petitioner shall remain bound by the same,

Learned counsel appearing for the respondent on instructions from the respondent, who is present in court in person, submits that the respondent

shall not execute the Eviction Order till 31.3.2020.

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

JAYANT NATH, J

DECEMBER 16, 2016

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RC.REV. 670/2015

Statement of Shri Narayan Patel, 1523/65, Wazir Nagar, Kotla Mubarakpur, Bhisham Pitamah Marg, New Delhi, Age

On S.A.

I undertake to this court that I shall vacate and hand over vacant physical possession of the suit property to the respondent bearing No. 1523/65, Wazir Nagar, Kotla Mubarakpur, Bhisham Pitamah Marg, New Delhi as described in the Eviction Petition on or before 31.03.2020. I also undertake that I will pay to the respondent/landlord a sum of Rs.40,000/- per month as damages for use and occupation of the property in question commencing from 1.1.2017. The said damages shall be paid into the accounts of the respondent on or before 7th day of each English Calendar month. I shall continue to pay the charges for electricity, water etc. I shall not cause any wilful damage to the property. I shall not induct any third person into the property. I admit the bona fide requirement of the respondents.

RO&AC

JAYANT NATH, J

DECEMBER 16, 2016

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