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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RFA No.88/2016, CM No.6088/2016 (for stay) & CM No.6091/2016
(for condonation of 21 days delay in filing the appeal).

MUNNI SHARMA

..... Appellant

Through: Mr. Daviender Hora and Mr. Sikander
Khan, Advs. along with appellant in
person.

versus

KARAMBIR SINGH

..... Respondent

Through: Mr. Basant Kumar Gautam, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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25.04.2016

1. This order is in continuation of the earlier orders dated 19th February, 2016 and 21st April, 2016.

2. After certain parlays it has been agreed between the parties that the appellant will vacate the entire premises in her possession and in accordance with the decree, on or before 31st May, 2016 and will give an undertaking to the Court to said effect and if so vacates the premises, the respondent at the time of vacation thereof shall refund a sum of Rs.4 lacs to the appellant and then the decree for recovery of *mesne* profits/damages for use and occupation in favour of the respondent shall also stand satisfied; however if the appellant does not so vacate the premises on or before 31st May, 2016, she, in addition to being liable for consequences of breach of undertaking given to the Court shall also not be entitled to refund of Rs.4 lacs from the respondent and the respondent shall then also be entitled to execute the decree dated 23rd September, 2015 of the Court of Additional District Judge-2 (North) Rohini Courts, Delhi in CS No.396/2014.

3. The appellant, not knowing English language, has been explained the entire position as well as the meaning and purport of giving undertaking to the Court by her Advocate Mr. Daviender Hora and is agreeable to the aforesaid.

4. The aforesaid compromise arrived at between the parties is found to be lawful and is allowed.

5. The appellant present in Court through her Advocate undertakes to this Court to:-

(a) handover vacant peaceful physical possession of the entire premises i.e. DDA Janta Flat bearing no.377, Ground Floor, Block-H, Pocket-3, Sector-16, Rohini, Delhi in her possession to the respondent on or before 31st May, 2016.

(b) clear electricity and water charges with respect to the premises.

(c) not to cause any damage to the property.

6. The undertaking of the appellant has been accepted and the appellant has been bound thereby and made aware of the consequence of breach thereof.

7. The impugned judgment and decree is modified in terms of the compromise aforesaid between the parties.

8. In terms of the above, the appeal stands disposed of. No costs.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J

APRIL 25, 2016

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