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

+ RFA 884/2015 & CM No.32769/2015 (for stay)

AMIT SACHDEVA

..... Appellant

Through: Mr. Pradeep Bakshi & Ms. Sanya
Talwar, Advs.

versus

SURENDRA MOHAN ARORA

..... Respondent

Through: Mr. M.G. Vacher, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **29.01.2016**

1. The appeal impugns the judgment and decree (dated 3rd October, 2015 in CS No.150/2015 of the Court of Additional District Judge (ADJ)-03 South East Saket Courts, New Delhi) on admissions of ejectment of the appellant from the premises earlier in his tenancy being the ground floor of property No.A-123, Defence Colony, New Delhi.
2. Notice of the appeal was issued.
3. The counsel for respondent with respondent appears.
4. The counsel for the appellant today confines the relief in the appeal to grant of time till 30th June, 2016 to the appellant to vacate the premises and states that the appellant is willing to give an undertaking to the said effect to the Court.
5. The counsel for the respondent / plaintiff states that the appellant has not paid the rent even at the admitted rate since 1st May, 2015. He further states that the respondent / plaintiff had sought *mesne profits* with effect from the month of July, 2015 at Rs.80,000/- per month and enquiry with respect where to is pending before the learned ADJ.

6. After some persuasion, it has been agreed between the parties as under:

- (i) that the appellant shall within four weeks of today pay to the respondent / plaintiff for the period from 1st May, 2015 till 31st December, 2015 at the rate of Rs.45,000/- per month. The said amount shall be paid in two equal instalments with the first instalment being payable by 1st February, 2016 and the second instalment within four weeks as aforesaid.
- (ii) The appellant shall for the period 1st January, 2016 till 30th June, 2016 pay a sum of Rs.60,000/- per month to the respondent / plaintiff. The amount for the month of January, 2016 shall be paid by 1st February, 2016 as aforesaid and the amount for the subsequent months shall be paid in advance for each month by the 15th day of the month till the month of vacation of the premises.
- (iii) the respondent / plaintiff shall not press the claim for *mesne* profits pending before the ADJ.

7. The appellant present in Court, as identified by the counsel for the appellant, undertakes to this Court to:

- (a) handover vacant, peaceful, physical possession of the entire premises in his tenancy / occupation to the respondent / plaintiff on or before 30th June, 2016.
- (b) to pay the amounts aforesaid.

(c) to pay all the electricity and water charges with respect to the portion of the premises in his occupation till the date of vacation of the premises and to furnish proof thereof to the respondent at least one month prior to vacation.

(d) not cause any damage to the premises.

8. The appellant on enquiry states that he is in control and possession of the entire premises and is in a position to abide by the undertaking. The appellant has been made aware of the consequences of breach of undertaking given to this Court.

9. The undertaking aforesaid of the appellant is accepted and the appellant is ordered to be bound thereby.

10. Binding the parties to the aforesaid agreement which is found to be lawful, the decree under appeal is modified in terms thereof.

No costs.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J

JANUARY 29, 2016

‘gsr’..