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

+ **RC.REV. 55/2014**

SHRI HARI SINGH & ORS

..... Petitioners

Through: Mr. Sachin Mishra, Ms. Priya Mishra,
Mr. Ayush Dua and Mr. Chirag
Sharma, Advs.

versus

SH RAJ KUMAR

..... Respondent

Through: Mr. T.C. Sharma, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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15.11.2017

1. This Rent Control Revision Petition under Section 25B(8) of the Delhi Rent Control Act, 1958 impugns the order [dated 10th July, 2013 in E-55/2010 of the Court of Rent Controller (West), Tis Hazari Courts, Delhi] of dismissal, after full trial, of the petition for eviction under Section 14(1)(e) of the Act filed by the petitioners / landlords for eviction of the respondent / tenant from one shop on the ground floor of property no.C-143, Hari Nagar, New Delhi – 110 064.
2. The petition was entertained and notice thereof ordered to be issued and the Trial Court record requisitioned and the counsel for the respondent / tenant has been appearing.
3. On hearing the counsels, what emerges is that though the petitioners, who are admittedly owners and landlords of the property and qua which there is no dispute raised before this Court, have a case for requirement, but the petitioners / landlords owing to their poor pleadings and evidence before the Trial Court have suffered. One option is to remand the case, another option

is to allow the petitioners / landlords to file a fresh petition for eviction and the third option is to bring about an amicable settlement between the parties.

4. The respondent was a tenant under the petitioners at a rent of Rs.880/- per month.

5. After some parleys, the parties have agreed that rather than remaining embroiled in fresh litigation, an order of eviction be passed in favour of the petitioners / landlords in the petition from which this petition arises but the same be made inexecutable till 31st October, 2020 and subject to the respondent / tenant compensating the petitioners / landlords with Rs.8,000/- per month for the first year, Rs.12,000/- per month for the second year and Rs.16,000/- per month for the third year.

6. The respondent / tenant, as identified by the Advocate, present before this Court, notwithstanding any earlier pleadings, admits (i) that the petitioners are the owners of the premises in his tenancy / occupation as shown in the site plan proved in the Trial Court record as Exhibit PW1/2; (ii) that the petitioners are the landlords of the respondent qua the said premises; (iii) that the premises aforesaid in the tenancy/occupation of the respondent are required *bona fide* by the petitioners / landlords for use for themselves and for members of their family and the petitioners / landlords have no other reasonably suitable alternate accommodation available to them; and, (iv) that the petitioners / landlords are entitled to an order of eviction under Section 14(1)(e) of the Act against the respondent / tenant.

7. Resultantly, an order of eviction is passed in favour of the petitioners / landlords and against the respondent / tenant with respect to the premises described in paras 1,2 & 8 of the petition for eviction from which this

petition arises and as shown in the site plan proved as Ex.PW1/2 by the petitioners / landlords.

8. However, the said order of eviction is made inexecutable till 31st October, 2020.

9. The respondent / tenant undertakes to this Court to:-

- (i) on or before 31st October, 2020 hand over to the petitioners / landlords vacant peaceful physical possession of the premises with respect to which order of eviction has been passed;
- (ii) pay to the petitioners / landlords use and occupation charges (a) for the period with effect from 1st November, 2017 till 31st October, 2018 @ Rs.8,000/- per month; (b) with effect from 1st November, 2018 till 31st October, 2019 @ Rs.12,000/- per month; (c) with effect from 1st November, 2019 till the month of vacation of the premises on or before 31st October, 2020 @ Rs.16,000/- per month, month by month, in advance for each month by the 10th day of each English calendar month;
- (iii) clear the electricity and water dues of the premises till the date of occupation thereof, before leaving the premises; and,
- (iv) hereinafter, not induct any other person into possession of the premises and to not damage the premises.

10. The aforesaid undertakings of the respondent / tenant are accepted and the respondent/tenant/his legal representatives are ordered to be bound therewith.

11. The respondent / tenant has been explained the consequences of breach of undertaking given to this Court.

12. The petition is accordingly allowed as aforesaid. Subject to the respondent / tenant complying with his undertaking aforesaid, the order of eviction is made inexecutable till 31st October, 2020.

13. It is made clear that in the event of the respondent/tenant /his legal representatives being in breach of the undertaking or any part thereof, the petitioners/landlords, besides initiating proceedings against the respondent / tenant / his legal representatives for breach of undertaking given to this Court, shall also be entitled to forthwith execute the order of eviction.

No costs.

RAJIV SAHAI ENDLAW, J

NOVEMBER 15, 2017
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