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

+ **RC.REV. 67/2016**

VIJAI PRAKASH VARMA

..... Petitioner

Through: Mr. Atul T.N. & Mr. Nitin Kumar,
Advts.

Versus

PRABHA VATSA

..... Respondent

Through: Mr. M. Salim, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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05.07.2017

1. This petition under Section 25B(8) of the Delhi Rent Control Act, 1958 impugns the order dated 17th October, 2015 of the Additional Rent Controller of dismissal of an application filed by the petitioner for leave to defend the petition for eviction filed by the respondent for eviction of the petitioner from the first floor of property No.142, Uday Park, New Delhi and the consequent order of eviction of the petitioner from the said premises.
2. The petition was entertained and notice thereof issued.
3. On 20th May, 2016, the counsel for the respondent stated that no coercive steps will be taken. Resultantly the petitioner continues in occupation of the premises.
4. On a reading of the paper book, it was found to be the pleaded case of the respondent landlady that vide notice dated 16th September, 2014 under Section 6A of the Act, receipt whereof by the petitioner is not in dispute, the rent stood enhanced to Rs.3,432/- per month.

5. I have therefore at the outset only enquired from the counsel for the petitioner the purpose of pursuing this petition inasmuch as the petitioner in any case with effect from 1st October, 2017 lose the protection of the Rent Act and would be liable to be evicted by a decree of the Civil Court.
6. The counsel for the petitioner/tenant has fairly stated that the petitioner would be satisfied if time of one year is given to vacate the premises.
7. The counsel for the respondent landlady is agreeable only to time of six months being granted subject to payment of market rent with effect from the date the petitioner in pursuance to the order of eviction was liable to be evicted i.e. with effect from 17th April, 2016.
8. I have suggested time for vacation till 31st March, 2018 and which has been graciously agreed by both the counsels.
9. There is some controversy about rent. The counsel for the respondent landlady states that the petitioner / tenant, inspite of notice of 16th September, 2014, has continued to pay rent at the rate of Rs.3,120/- per month.
10. It is clarified that if the petitioner, with effect from 1st October, 2014 has not paid rent at the rate of Rs.3,432/- per month, the petitioner will now make up the deficiency with effect from 1st October, 2014 within one month and shall continue to pay *mesne profits* / damages for use and occupation for the time given to him at the rate of Rs.3,432/- till the date of vacation.
11. The counsel for the petitioner states that he has authorization from the petitioner to give an undertaking to the Court to the said effect.

12. The petitioner through counsel undertakes to this Court:
- (i) To handover vacant, peaceful, physical possession of the entire premises in his tenancy at property No.142, Uday Park to the respondent landlady or her representative or heirs on or before 31st March, 2018.
 - (ii) To clear the electricity and water dues of the premises till the date of occupation thereof, before leaving the premises.
 - (iii) To pay arrears of rent if any as aforesaid within one month of today.
 - (iv) To, till the date of vacation of the premises, continue to pay a sum of Rs.3,432/- to the respondent landlady or her heirs, in advance of each month, by the 10th day of the month.
 - (v) To hereinafter not induct any other person into possession of the premises and not damage the premises.
13. The counsel for the petitioner states that he has explained to the petitioner the consequences of breach of undertaking given to the Court.
14. Resultantly, accepting the undertaking aforesaid of the petitioner and with which the petitioner is ordered to be bound, the petition is dismissed.
15. However the order of eviction impugned in this petition is made inexecutable till 31st March, 2018.
16. However if the petitioner is in breach of any of his undertakings aforesaid, the respondent shall be entitled to evict the petitioner in execution even prior to 31st March, 2018 and to take steps for breach of such undertaking.

17. The counsel for the petitioner states that he will file an affidavit of the petitioner.

18. It is however clarified that non filing of the said affidavit will not affect today's proceedings.

Dasti under signature of Court Master.

RAJIV SAHAI ENDLAW, J

JULY 05, 2017

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