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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) No.347/2005, IAs No.1059/2009 (of defendant u/O XXXIX
R-1&2 CPC), 8396/2011 (u/S 148 CPC), CCP(O) No.103/2010 &
Crl. M.A. No.18114/2014 (of defendant u/S 340 Cr.P.C.)
A.K.JAIN AND SONS. (HUF) Plaintiff

Through: Mr. Sandeep P. Agarwal and Mr.
Rajesh Pathak, Advs.

versus

BAJAJ ELECTRICALS LTD. Defendant

Through: Mr. D.D. Dhyan and Mr. Chand
Zafar, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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03.02.2017

IA No.1438/2017 (of the parties under Order XXIII Rule-1 CPC).

1. The parties in this suit for permanent injunction and mandatory injunction have resolved all their differences subject matter of this suit and desire the suit to be disposed of in terms of the compromise as contained in this application.

2. The counsels state that the application is signed by the *Karta* of the plaintiff Hindu Undivided Family (HUF) and by the authorised signatory of the defendant Company and is accompanied by their affidavits and that they have also signed the application.

3. The counsels further state that the signatories on behalf of the plaintiff as well as the defendant are present in Court.

4. The defendant herein is admittedly a tenant under the plaintiff in the premises subject matter of the suit situated at Asaf Ali Road, New Delhi at a

rent of Rs.2,556/- per month. The plaintiff, besides the present suit, has also instituted a petition under Section 14(1)(e) of the Delhi Rent Control, 1958 for eviction of the defendant from the said premises and which petition is also pending consideration.

5. As part of the compromise, the defendant has agreed to vacate the premises and to deliver vacant peaceful physical possession thereof to the plaintiff on or before 28th February, 2017 as recorded in the application.

6. The counsels state that besides the terms contained in the application the defendant has also agreed to, w.e.f. 1st February, 2017, for the period till which the defendant vacates the premises in terms of the compromise application, increase the rent of the premises to Rs.3,600/- per month.

7. The compromise as contained in the application along with the additional term recorded today is found to be lawful and the application is allowed.

8. Subject to the plaintiff paying a sum of Rs.32,00,000/- to the defendant as recorded in the application, a decree for recovery of possession of the entire portion of property no.1/10-B, Asaf Ali Road, New Delhi in occupation of the defendant, is passed in favour of the plaintiff and against the defendant. It is clarified that the decree will be inexecutable if the plaintiff does not pay the sum of Rs.32,00,000/-.

9. The parties are left to bear their own costs.

10. Decree sheet be prepared.

11. Needless to state that all pending applications including under Section 340 Cr.PC are disposed of.

CCP(O) No.103/2010.

12. Dismissed as not pressed.

RAJIV SAHAI ENDLAW, J

FEBRUARY 03, 2017
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