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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RC.REV. 173/2016, CM No.9999/2016 (u/O XLI R-27 CPC) & CM
No.10000/2016 (for stay)

RAMESH CHAND GUPTA

..... Petitioner

Through: Mr. Rahul Gupta & Mr. Gaurav
Gupta, Advs.

Versus

MOTILAL BANARASIDASS & ORS

..... Respondents

Through: Mr. Asheesh Jain, Adv. for R-1.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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12.07.2017

1. This Rent Control Revision Petition under Section 25B(8) of the Delhi Rent Control Act, 1958 impugns the order (dated 19th September, 2015 of the Court of Additional Rent Controller (ARC), Central District, Tis Hazari Courts, Delhi in E.No.488/14/02, Unique ID No.02401C5534252004), after trial, of eviction of the petitioner / tenant from Flat No.1&2, Second Floor in building No.40-41, U.A. Bungalow Road, Jawahar Nagar, Delhi-110007 under Section 14(1)(e) of the Act.
2. After some arguments, the counsel for the petitioner / tenant, under instructions of the petitioner / tenant as well as under instructions of Mr. Ajay Gupta, son of the petitioner / tenant Ramesh Chand Gupta present in Court confines the relief in this petition to grant of time to the petitioner/tenant to vacate the premises on or before 31st December, 2020.
3. The counsel for the respondent no.1 / landlord has been persuaded to agree thereto but on the condition that the time under Section 19(1) and (2) of the Act shall run concurrently.

4. The counsel for the petitioner / tenant has no objection to the same.
5. The petitioner, as a condition of grant of stay of the order of eviction, vide order dated 23rd August, 2016 in this petition has been directed to pay a sum of Rs.16,000/- per month to the respondent no.1 / landlord. It has further been agreed today that the petitioner, with effect from 1st August, 2016, till the date of vacation, instead of Rs.16,000/- per month shall pay a sum of Rs.11,000/- to the respondent no.1 / landlord in advance for each month by the 10th day of each English calendar month.
6. The petitioner / tenant through counsel as well as his son Ajay Gupta undertakes to this Court as under:
 - (i) To handover vacant, peaceful, physical possession of Flat No.1&2, Second Floor in building No.40-41, U.A. Bungalow Road, Jawahar Nagar, Delhi-110007 with respect to which order of eviction has been passed, to the respondent no.1 / landlord or their representatives or heirs on or before 31st December, 2020.
 - (ii) To, before leaving the premises, clear the electricity and water dues of the said premises till the date of occupation thereof.
 - (iii) To pay arrears of rent/user charges 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.11,000/- to the respondent no.1 / landlord or his 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.

7. The petitioner / tenant further states that petitioner / tenant is in control and possession of the entire tenancy premises in respect of which order of eviction has been passed.
8. The counsel for the petitioner / tenant on behalf of the petitioner / tenant as well as the son of the petitioner / tenant also states that the undertaking as recorded above shall be binding on the heirs of the petitioner also.
9. Cautioning the petitioner / tenant of the consequences of breach of undertaking given to this Court, the undertaking is accepted and the petitioner is ordered to be bound thereby.
10. I have satisfied myself that the order of eviction impugned in this petition is in accordance with law.
11. The revision petition is accordingly dismissed.
12. However, subject to petitioner/tenant/his heirs complying with undertaking aforesaid, he/they are granted time till 31st December, 2020 to vacate and the order of eviction is made inexecutable till then.
13. It is made clear that on default by the petitioner / tenant/his heirs in compliance of any of the undertakings given to this Court, the respondent no.1 / landlord, besides being entitled to proceed against the petitioner / tenant / his heirs for breach of undertaking, shall also be entitled to forthwith execute the order of eviction of the petitioner / tenant.

No costs.

RAJIV SAHAI ENDLAW, J

JULY 12, 2017

‘gsr’..

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