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

+ **RFA 315/2017**

SANJAY KUMAR SHARMA Appellant

Through: Mr. Kamal Kant Jha, Advocate.

versus

MIR AKHTAR HUSSAIN Respondent

Through: Respondent in person.

CORAM:

HON'BLE MR. JUSTICE VINOD GOEL

ORDER

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29.05.2017

CM No. 20795/2017 (by appellant, for directions)

1. The parties have arrived at the settlement before this court on 28.03.2017 in the following terms: -

“1. After negotiations, the parties have arrived at a settlement in the following terms:-

(a) The respondent has agreed to permit the appellant continue occupying the suit premises till 30.6.2017.

(b) In view of the aforesaid concession given by the respondent, the appellant has agreed to pay the outstanding rent/use and occupation charges in respect of the suit premises @ Rs.18,000/- per month with effect from April, 2016.

(c) The arrears of rent/use and occupation charges with effect from April, 2016 till March, 2017, shall be paid by the appellant to the respondent within two weeks.

(d) With effect from April, 2017, the appellant shall continue paying to the respondent the use and occupation charges @ Rs.18,000/- per month on or before the 10th day of each calendar month, till he vacates the suit premises.

(e) It is agreed that the respondent shall give adjustment of the security amount of Rs.18,000/- i.e., one month's advance rent

given by the appellant, at the time vacant peaceful possession of the suit premises is handed over by the appellant.

(f) The respondent shall take immediate steps to complete all necessary formalities, as may be required for restoration of the electricity at the suit premises within 10 days under written intimation to the appellant.

(g) The appellant shall continue paying the electricity and water charges and hand over the NOC's in this regard to the respondent at the time of vacating the suit premises.

(h) The appellant undertakes that he shall not sell, transfer, alienate or part with possession of the suit premises till he hands over vacant peaceful possession thereof to the respondent.

2. Both the parties agree that in view of the settlement arrived at hereinabove, the suit pending before the learned trial court for the remaining relief prayed for by the respondent/plaintiff, shall be disposed of.

3. The parties further state that now that they have been able to negotiate a settlement in respect of the suit premises which is the primary bone of contention between them, steps shall be taken by them jointly to settle the ancillary disputes, including quashing of the cross FIRs filed by the appellant and the respondent and their respective family members.

4. The parties shall file their respective affidavits binding themselves to the settlement recorded hereinabove within one week, while exchanging copies with each other.

5. The appeal is disposed of along with pending application, while leaving the parties to bear their own costs."

2. As per the settlement, the respondent has agreed to permit the appellant to use and occupy the suit premises till 30.06.2017. It was also settled that the appellant shall continue paying use and occupation charges @ Rs.18,000/- per month on or before 10th day of each calendar month till he vacates the suit premises. It was also agreed that the respondent shall give adjustment of the security amount i.e. one month's advance rent given by the appellant, at the time of vacating and peaceful possession is handed over by the appellant to the respondent.

3. By way of the present application, the appellant seeks a direction to the respondent to adjust the security amount of Rs.18,000/- towards the advance rent for the month of May, 2017.
4. The respondent in person, submits that for the month of April, 2017, the appellant has paid the rent after 10th April, 2017, which was after the agreed date and for the month of May, 2017, till date he has not paid the rent. He submits that he has also filed contempt petitions and notice to the respondent has already been issued by Roster Bench of this court.
5. Learned counsel for the appellant submits that the appellant intends to vacate the premises in question on 31.05.2017 for which the respondent has no objection.
6. The appellant may deliver the vacant possession to the respondent on 31.05.2017. So far as the adjustment of security is concerned, the same cannot be adjusted towards the rent of Rs.18,000/- for the month of May, 2017. Needless to say, security amount is not deposited for adjustment against the rent unless it is specifically so provided in the Lease Deed. Moreover, the appellant has already agreed to pay the rent of the current month on or before 10th of the month.
7. The application is disposed of.

VINOD GOEL, J.

MAY 29, 2017

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