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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RC.REV. No.285/2016, CM No.18035/2016 & CM No.26871/2016
(both for stay).

SANTOSH KUMAR & SONS Petitioner

Through: Mr. Kamal Bansal, Mr. Shubhnit
Hans and Ms. Sneh Lata, Advs.

Versus

CHAUDHARY RAM CHANDER Respondent

Through: Mr. Sudhir Naagar and Mr. Mohit
Singh, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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18.07.2017

1. This order is in continuation of the earlier order dated 13th July, 2017.
2. The counsel for the petitioner states that Santosh Devi, sole proprietor of petitioner Santosh Kumar & Sons is personally present in the Court and she is in exclusive control and possession of the premises with respect to which the order of eviction impugned in this petition has been passed and undertakes to this Court:-

- (i) to hand over vacant peaceful physical possession of the said premises to the respondent on or before 31st December, 2018;
- (ii) to clear the electricity and water dues of the premises till the date of occupation thereof, before leaving the premises;
- (iii) pay to the respondent, for the period w.e.f. 1st July, 2017 and till the date of vacation on or before 31st December, 2018, a sum of Rs.5,000/- per month in advance for each month by the 10th day of each succeeding English Calendar month; and,

(iv) to hereinafter not induct any other person into possession of the premises and not damage the premises.

3. The counsel for the petitioner further states that he has explained to Santosh Devi the consequences of breach of undertaking given to the Court.

4. I have otherwise satisfied myself that the order of eviction impugned in this petition is in accordance with law.

5. The petition is dismissed as not pressed.

6. However the undertaking aforesaid of Santosh Devi is accepted and the petitioner Santosh Devi is ordered to be bound thereby.

7. Accepting the said undertaking and subject to the petitioner Santosh Devi complying with each and every term of the undertaking, the order of eviction is made inexecutable till 31st December, 2018.

8. It is clarified that if the petitioner Santosh Devi or her heirs are in breach of the undertaking, the respondent besides forthwith executing the order of eviction shall also be entitled to take action against the petitioner Santosh Devi / her heirs for breach of undertaking given to this Court.

9. The counsel for the respondent to communicate to the counsel for the petitioner the particulars of the account of the respondent in which the monthly payments are to be credited.

RAJIV SAHAI ENDLAW, J

JULY 18, 2017

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