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

+ RC.REV. 181/2017 & CM No.14972/2017 (for stay)

TARSEM KUMAR SATENDER PAL

..... Petitioner

Through: Mr. Ved Prakash Sharma, Ms. Amrit
Kaur Oberai and Mr. Vinod Gaur,
Advs.

Versus

DEEPAK GARG

..... Respondent

Through: Mr. S.S. Dahiya, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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20.07.2017

1. This Rent Control Revision Petition under Section 25B(8) of the Delhi Rent Control Act, 1958 impugns the order (dated 4th January, 2017 of Additional Rent Controller (ARC) (North District), Rohini Courts, Delhi in Eviction Petition No.229/2016 (Old No.12/2015) filed by the respondent under Section 14(1)(e) of the Act), of dismissal of the application filed by the petitioner / tenant for leave to defend and the consequent order of eviction.

2. After full hearing, the counsel for the petitioner / tenant under instructions from the petitioner / tenant does not press this petition and states that the petitioner / tenant is not desirous of challenging the order of eviction impugned in this petition and confines the relief in this petition to grant of time of three years to vacate the premises from which the petitioner / tenant has been ordered to be evicted.

3. The counsel for the respondent/landlord is not agreeable.

4. After persuasion, both parties have agreed to, subject to the petitioner/tenant furnishing undertaking to this Court in usual form and the said undertaking being accepted by this Court and the petitioner/tenant being bound thereby and subject to the petitioner complying with the said undertaking, grant of time till 31st December, 2018 to the petitioner/tenant to vacate the premises.

5. The petitioner/tenant as identified by his advocate undertakes to this Court:

- (i) to hand over vacant peaceful physical possession of the premises in his tenancy / possession to the landlord / landlady on or before 31st December, 2018;
- (ii) to pay to the respondent/landlord an amount of Rs.8,000/- per month (instead of rent of Rs.1,000/- per month being paid earlier) with effect from the month of July, 2017 till the month of vacation of the premises on or before 31st December, 2018, month by month, in advance for each month by the 10th day of each English Calendar month;
- (iii) to clear the electricity and water dues of the premises till the date of occupation thereof, before leaving the premises; and,
- (iv) to hereinafter not induct any other person into possession of the premises and to not damage the premises.

6. The aforesaid undertakings of the petitioner/tenant are accepted and the petitioner/tenant/his legal representative is / are ordered to be bound therewith.

7. The petitioner/tenant has been explained the consequences of breach of undertaking given to this Court.

8. I have otherwise satisfied myself that the order of the ARC impugned in this petition is in accordance with law.
9. The petition is accordingly dismissed.
10. However subject to the petitioner/tenant complying with his undertaking aforesaid, the order of eviction is made inexecutable till 31st December, 2018.
11. It is made clear that in the event of the petitioner/tenant/his legal representative being in breach of the undertaking or any part thereof, the respondent/landlord, besides initiating proceedings against the petitioner/tenant/his legal representative for breach of undertaking given to the Court shall also be entitled to forthwith execute the order of eviction.
12. No costs.
13. The counsel for the respondent/landlord to furnish to the counsel for the petitioner/tenant the particulars of the account of the bank of the respondent/landlord in which the petitioner/tenant may deposit the charges aforesaid as undertaken.

RAJIV SAHAI ENDLAW, J.

JULY 20, 2017

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