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

+ **RC.REV. 171/2017 & CM No.14390/2017**

SHRI CHAND

..... Petitioner

Through: Mr. Vivek B. Saharya, Adv. with
petitioner in person.

Versus

CHUNNI LAL & ANR

..... Respondents

Through: Mr. Anjum Kumar and Ms. Priyanka,
Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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26.10.2017

1. This Rent Control Revision Petition under Section 25B(8) of the Delhi Rent Control Act, 1958 impugns the judgment [dated 19th January, 2017 in RC/ARC No.529/2016 of the Court of Rent Controller (Shahdara), Karkardooma Courts, Delhi] allowing, after full trial, the petition for eviction under Section 14(1)(e) of the Act filed by the respondents and passing an order of eviction of the petitioner from one shop situated on the ground floor of property No.500/3F, Gali No.3, Main Pandav Road, Vishwas Nagar, Shahdara, Delhi.

2. The petition was entertained and notice thereof ordered to be issued and the Trial Court record requisitioned.

3. Vide order dated 14th July, 2017, the execution of the order of eviction was stayed.

4. The counsel for the respondents appears.
5. The counsel for the petitioner and the counsel for the respondents have been heard.
6. The counsel for the petitioner, after some hearing, under instructions from the petitioner present in Court, does not press this petition and withdraws the same and states that the petitioner will abide by the order of eviction impugned in the petition and only seeks time to vacate the premises.
7. The order of eviction became executable on 18th July, 2017.
8. The counsel for the respondents under instructions from the respondent No.2 present in Court has been persuaded to agree to grant of some time though presses urgency contending that the petition for eviction was filed as far back as on 7th March, 2014.
9. The petitioner undertakes to this Court:
 - (i) to hand over vacant, peaceful, physical possession of the premises with respect to which order of eviction has been passed, to the respondents, on or before 31st December, 2018;
 - (ii) to, on or before 15th November, 2017, pay to the respondents arrears of rent with effect from 1st November, 2013 till the end of month of July, 2017 @ Rs.50/- per month;
 - (iii) to, on or before 30th November, 2017, pay to the respondents use and occupation charges for the months of August, September, October and November, 2017 @ Rs.2,000/- per month, amounting to Rs.8,000/-;
 - (iv) to, with effect from the month of December, 2017 and till the month of vacation of the premises on or before 31st December, 2018

pay use and occupation charges to the respondents @ Rs.5,000/- per month, month by month, in advance for each month by the 10th day of English Calendar month;

(v) to clear the electricity and water dues of the premises till the date of occupation thereof, before leaving the premises; and,

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

10. The aforesaid undertakings of the petitioner/tenant are accepted and the petitioner/tenant/his legal representatives are ordered to be bound therewith.

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

12. I have otherwise satisfied myself that the order of the Rent Controller impugned in this petition is in accordance with law.

13. The petition is accordingly dismissed as withdrawn; however subject to the petitioner/tenant complying with his undertaking aforesaid, the order of eviction is made inexecutable till 31st December, 2018.

14. It is made clear that in the event of the petitioner/tenant/his legal representatives being in breach of the undertaking or any part thereof, the respondent/landlord, besides initiating proceedings against the petitioner/tenant/his legal representatives for breach of undertaking given to this Court, shall also be entitled to forthwith execute the order of eviction.

No costs.

RAJIV SAHAI ENDLAW, J.

OCTOBER 26, 2017/bs..

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