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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RC.REV. No.197/2017, CM No.15538/2017 (for filing additional documents), CM No.15539/2017 (for stay) and CM No.15540/2017 (for filing additional subsequent facts).

MAMTA DEVI

..... Petitioner

Through: Mr. A.K. Singla, Sr. Adv. with Mr.
Rama Shanker, Adv.

versus

MAMTA JAIN

..... Respondent

Through: Mr. Rajiv Mehra and Ms. Shama
Choudhary, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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17.07.2017

Caveat No.404/2017.

1. The counsel for the Caveator has appeared.
2. The Caveat stands discharged.

RC.REV.No.197/2017, CM No.15538/2017 (for filing additional documents), CM No.15539/2017 (for stay) and CM No.15540/2017 (for filing additional subsequent facts).

3. This petition under Section 25B(8) of the Delhi Rent Control Act, 1958 impugns the order (dated 16th January, 2017 of the Rent Controller (Shahdara) Karkardooma Courts, Delhi in RC/ARC No.240/16) of eviction of the petitioner / tenant from the shop in her tenancy in property no. IX/1753, Gali No.6, Krishna Nagar, Delhi – 110 031.
2. The petition was entertained and notice thereof issued.
3. The senior counsel for the petitioner / tenant and the counsel for the respondent / landlady have been heard.

4. The senior counsel for the petitioner / tenant, on this Court not agreeing with him, has, under instructions, not pressed the petition and withdraws the challenge to the order of eviction and confines the relief in this petition only to grant of time to vacate the premises.

5. The counsel for the respondent / landlady is not agreeable thereto contending that the respondent / landlady has an urgent need for the premises and is suffering day by day.

6. However since the petitioner / tenant claims to be carrying on activity of imparting tuition to children from the tenancy premises, it is deemed appropriate to extend the time to vacate the premises till 31st March, 2018.

7. The petitioner / tenant through Advocate and in the presence of the husband and brother-in-law of the petitioner / tenant both named R.S. Pathak, undertakes to this Court:-

- (i) to hand over vacant peaceful physical possession of the premises in her tenancy / possession to the respondent / landlady on or before 31st March, 2018;
- (ii) to, till such vacation of premises, w.e.f. 1st July, 2017, pay to the respondent / landlady a sum of Rs.8000/- per month, 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 not damage the premises.

8. The aforesaid undertakings of the petitioner / tenant are accepted and the petitioner / tenant is ordered to be bound therewith.

9. The petitioner / tenant through Advocate is made aware of the consequences of breach of undertaking given to this Court.

10. I have otherwise gone through the record and am satisfied that the order of eviction impugned in this petition for eviction is in accordance with law.

11. The petition is accordingly dismissed.

12. However, subject to the petitioner / tenant complying with her undertaking aforesaid, the petitioner / tenant is granted time till 31st March, 2018 to vacate the premises and the order of execution is made inexecutable till then.

13. It is made clear that in the event of the petitioner / tenant being in breach of any of the undertakings, the respondent / landlady, besides proceeding against the petitioner / tenant, her husband and her brother-in-law present in the Court for breach of undertaking given to the Court, shall also be entitled to forthwith execute the order of eviction.

RAJIV SAHAI ENDLAW, J

JULY 17, 2017

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