

\$~34

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

+ **RC.REV. 190/2017**

MADAN LAL

..... Petitioner

Through: **Mr. Faiyaz Hasan, Adv.**

Versus

OM PARKASH

..... Respondent

Through: **Ms. Manpreet Kaur, Adv.**

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **06.11.2017**

CM No.39719/2017 (of petitioner for stay).

1. The counsel for the respondent appears on advance notice.
2. The Rent Control Revision Petition is ordered to be taken up for hearing today itself.
3. The application is disposed of.

RC.REV. 190/2017.

5. Passover is sought by the counsel for the petitioner.
6. The matter is unlikely to reach again, if passed over.
7. List on the date already fixed i.e. 6th March, 2018.
8. At this stage, the counsel for the petitioner states that he will argue the Rent Control Revision Petition today itself.
9. This Rent Control Revision Petition under Section 25B(8) of the Delhi Rent Control Act, 1958 impugns the order [dated 17th November,

RC.REV. 190/2017

Page 1 of 4

2016 in E No.328/14/11 of the Court of Additional Rent Controller (ARC)-02, Central District, Tis Hazari Courts, Delhi] of eviction, after full trial, of the petitioner, in a petition for eviction under Section 14(1)(e) of the Act filed by the respondent, from premises No.B-41, Subhadra Colony, Sarai Rohilla, Delhi-35.

10. The counsel for the petitioner, after some hearing, under instructions from the petitioner present in Court, states that the petitioner does not press this petition and withdraws the same and will abide by the order of eviction impugned in this petition and confines the relief before this Court only to grant of six months time to enable the petitioner to wind up his business being carried on from the premises and to shift to another premises.

11. On enquiry, it is stated that the petitioner is in exclusive control and possession of the entire premises with respect to which the order of eviction has been passed and is in a position to give undertaking in the usual form to this Court.

12. The counsel for the respondent opposes, contending that the respondent/landlord has urgent requirement for the premises; the petition for eviction from which this petition arises, was filed as far back as on 15th October, 2011; the order of eviction impugned was passed on 17th November, 2016 and became executable on 17th May, 2017 and the petitioner/tenant has already overstayed in the premises for over six months. It is further stated that on application for execution of the order of eviction being filed by the respondent, the warrants of possession have been issued for 8th November, 2017 and the respondent should not now be deprived of the fruits of having pursued the litigation for the last over six years.

13. However, for the sake of finality, the counsel for the respondent/landlord has been persuaded.

14. I may state that I have otherwise gone through the paper book and do not find any errors requiring interference with the order of eviction impugned in this petition.

15. The petitioner undertakes to this Court to:

- (i) hand over vacant peaceful physical possession of the premises, with respect to which order of eviction has been passed, to the respondent, on or before 30th April, 2018;
- (ii) on or before 15th November, 2017, pay arrears of rent @ Rs.545/- per month to the respondent with effect from 1st October, 2016 till 31st May, 2017;
- (iii) on or before 30th November, 2017, pay arrears of use and occupation charges to the respondent with effect from 1st June, 2017 (when the order of eviction became executable) till 30th November, 2017 @ Rs.7,000/- per month;
- (iv) with effect from the month of December, 2017 and till the month of vacation of the premises on or before 30th April, 2018, pay to the respondent use and occupation charges @ Rs.10,000/- per month, month by month, in advance for each month by the 10th day of each English Calendar month;
- (v) clear the electricity and water dues of the premises till the date of occupation thereof, before leaving the premises; and,
- (vi) hereinafter, not induct any other person into possession of the premises and to not damage the premises.

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

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

18. The petition is accordingly dismissed as withdrawn; however subject to the petitioner/tenant complying with the undertaking aforesaid, the order of eviction is made inexecutable till 30th April, 2018.

19. 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 the Court, shall also be entitled to forthwith execute the order of eviction.

20. The date of 6th March, 2018 is cancelled.

No costs.

A copy of this order be given *dasti* under the signatures of the Court Master.

RAJIV SAHAI ENDLAW, J.

NOVEMBER 06, 2017

‘bs’..