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

+ **RC.REV. No.184/2017 & CM No.15148/2017 (for stay).**

JATIN ARORA

.... Petitioner

Through: Mr. Kirti Uppal, Sr. Adv. with Mr.
Avadh Kaushik and Mr. Abhimanyu
Redhu, Advs.

versus

ARUN KUMAR

..... Respondent

Through: Mr. Shyam Moorjani with Mr.
Sidharth Joshi, Mr. Yogesh Mittal and
Ms. Perna Sinha, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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25.07.2017

1. This Rent Control Revision Petition under Section 25B(8) of the Delhi Rent Control Act, 1958 impugns the order (dated 18th February, 2017 in E-168/15 (New No.79573/16) filed by the respondent / landlord under Section 14(1)(e) of the Act, of the Court of Additional Rent Controller-02, Central District, Tis Hazari Courts, Delhi) 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 senior counsel for the petitioner / tenant, under instructions, states that the petitioner / tenant does not want to challenge the order of eviction and does not press this petition, save for extension of time to vacate the premises.

3. The counsel for the petitioner / tenant states that the petitioner / tenant present in Court is in exclusive control and possession of the premises from which he has been ordered to be evicted and is willing to give an

undertaking in the usual form.

4. The counsel for the respondent / landlord, to whom notice of this petition was issued, contends that the respondent / landlord has a pressing requirement for the premises and is not agreeable to give any long time save time to enable the petitioner / tenant, who has been in occupation of the premises for 37 years, to make alternative arrangement.

5. After persuasion, the parties have been made to agree to time till 31st March, 2019 for vacation of premises, on the terms and conditions contained herein below.

6. 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 respondent / landlord on or before 31st March, 2019;
- (ii) to, on or before 15th August, 2017, pay to the respondent / landlord the arrears of rent computed @ Rs.100/- per month w.e.f. 1st June, 2008 till 31st July, 2017;
- (iii) to pay to the respondent / landlord use and occupation charges @ Rs.10,000/- per month with effect from 1st August, 2017 till 31st December, 2018 and a sum of Rs.20,000/- per month w.e.f. 1st January, 2019 till 31st March, 2019, month by month, in advance for each month by the 10th day of each English Calendar month;
- (iv) to clear the electricity and water dues of the premises till the date of occupation thereof, before leaving the premises; and,

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

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

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

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

10. The petition is accordingly dismissed; however, subject to the petitioner / tenant complying with his undertaking aforesaid, the order of eviction is made inexecutable till 31st March, 2019.

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. 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.

13. No costs.

RAJIV SAHAI ENDLAW, J

JULY 25, 2017

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