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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RC.REV. 325/2017, CM No.25357/2017 (for stay) & CM
No.25358/2017 (for condonation of 50 delay in re-filing the petition)
SURENDER KUMAR Petitioner

Through: Mr. Rakesh Kumar, Adv.

Versus

SHAKTI SINGH Respondent

Through: Mr. J.K. Jain, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **03.08.2017**

1. This order is in continuation of the order dated 21st July, 2017.
2. The counsel for the respondent / landlord appears and has been persuaded to agree to grant of time to the petitioner / tenant to vacate the premises on or before 31st July, 2018. He however states that the same should be subject to the petitioner / tenant furnishing undertaking and the said undertaking being accepted by this Court. He further states that the petitioner / tenant has not paid even the admitted rent of Rs.390/- per month since January, 2017 and the prevalent letting value of the premises in occupation of the petitioner / tenant is more than Rs.10,000/- per month.
3. Petitioner/tenant Surender Kumar present in person in the Court, as identified by his advocate, undertakes to this Court:
 - (i) to hand over vacant peaceful physical possession of the premises in her respective tenancy / possession to the landlord on or before 31st July, 2018;

- (ii) to, on or before 20th August, 2017, pay to the respondent/landlord arrears of rent at the rate of Rs.390/- per month with effect from 1st January, 2017 till the month of June, 2017 and to use and occupation charges with effect from 1st July, 2017 to end of August, 2017 @ Rs.7,500/- per month and to with effect from the month of September, 2017 continue to pay use and occupation charges of Rs.7,500/- per month to the respondent / landlord in advance for each month by the 10th day of each English Calendar month till the month of vacation, on or before 31st July, 2018;
- (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.

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

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

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

7. The petition is accordingly dismissed; however, subject to the petitioner/tenant complying with his undertakings aforesaid, the order of eviction is made inexecutable till 31st July, 2018.

8. 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 execution.

9. No costs.

10. 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

AUGUST 03, 2017

‘gsr’..