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

+ **RC.REV. 214/2017 & CM No.16042/2017 (for stay).**

MANMOHAN MEHRA

..... Petitioner

Through: Mr. Sunil Mittal, Sr. Adv. with Mr.
Dhruv Grover, Adv. along with
petitioner in person.

versus

VED PRAKASH KHANEJA

..... Respondent

Through: Mr. K.R. Chawla and Mr. Sunil
Verma, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **03.11.2017**

1. This Rent Control Revision Petition under Section 25B(8) of the Delhi Rent Control Act, 1958 impugns the order [dated 9th December, 2016 in E-1136/14 of the Court of Additional Rent Controller-02 (Central District), Tis Hazari Courts, Delhi] of dismissal of the application of the petitioner for leave to defend the petition for eviction under Section 14(1)(e) of the Act filed by the respondent and the consequent order of eviction of the petitioner from property no.818-819/III, Ground Floor, Katra Ghee, Tilak Bazar, Delhi – 110 006.

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

3. The respondent / landlord is reported to be served and the counsel for the respondent / landlord appears.

4. The senior counsel for the petitioner / tenant, under instructions, states that the petitioner / tenant does not press this petition and the petitioner /

tenant will abide by the order of eviction impugned in this petition and withdraws this petition and only seeks time till 31st October, 2019. It is stated that the petitioner / tenant in control and possession of entire premises with respect to which order of eviction has been passed and in a position to give undertaking in usual form to this Court.

5. The counsel for the respondent / landlord though protests has been persuaded to agree.

6. The petitioner / tenant, as identified by his Advocate, undertakes to this Court to:-

- (i) hand over vacant peaceful physical possession of the premises from which he has been ordered to be evicted to the respondent / landlord on or before 31st October, 2019;
- (ii) continue to pay to the respondent / landlord use and occupation charges at the same rate at which the rent was being paid i.e. Rs.200/- per month till the month of vacation of the premises on or before 31st October, 2019, month by month, in advance for each month by the 10th day of each English Calendar month;
- (iii) on or before 30th November, 2017 pay arrears for the last eight or ten years since when it is due;
- (iv) clear the electricity and water dues of the premises till the date of occupation thereof, before leaving the premises; and,
- (v) 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 representatives are 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 as withdrawn; however, subject to the petitioner / tenant complying with his undertakings aforesaid, the order of eviction is made inexecutable till 31st October, 2019.

11. 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.

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.

No costs.

RAJIV SAHAI ENDLAW, J

NOVEMBER 03, 2017

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