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

+ **CONT.CAS(C) 1025/2016**

MOHD FAZIL

..... Petitioner

Through Mr. M. Salim, Adv.

versus

NARENDER KUMAR

..... Respondent

Through Mr. Rajesh Mahna, Mr. Ramanand
Roy and Mr. Rohit Sharma, Advs.

CORAM:

HON'BLE MR. JUSTICE A. K. CHAWLA

ORDER

% **27.09.2017**

Instant petition has come to be filed alleging violation of the order dated 08.02.2016, which is, as under:

“The respondent has put an appearance. He has no objection to the undertaking stated to be given by the petitioner that he will handover the vacant and peaceful possession of the premises to the respondent on or before 31.07.2016. The rate at the admitted rate will continue to be paid by the petitioner to the respondent; needless to state that at the time of handing over the vacant and peaceful possession of the premises, all electricity and water charges shall be cleared by the petitioner. The undertaking to the said effect be filed in terms of directions contained in the order dated 02.01.2016 with advance copy to the learned counsel for the respondent.

No further orders are called for in this petition. It is disposed of.”

It is the case of the petitioner that the respondent, in direct compliance of the undertaking given, did not hand over the vacant and physical possession of the premises to the petitioner on or before

31.07.2016 and even the admitted rate of rent has not been paid, though, the electricity and water charges have come to be cleared by the respondent. During the course of hearing, ld. counsel for the petitioner submits that the physical possession of the subject premises has come to be handed over to the petitioner only on 30.11.2016 instead of on or before 31.07.2016. On 30.11.2016, this Court observed as under:

“Today in Court learned counsel for the respondent has handed over the keys of premises bearing no.2609, Baradari, Balimaran, Delhi- 06 to learned counsel for the petitioner.

Learned counsel for the respondent, on instructions of the respondent who is personally present in Court, states that the said premises has been vacant since June, 2016. He also assures and undertakes to this Court that electricity and water charges till date shall be paid by the respondent within a period of four weeks.

Consequently, the petitioner is directed to forthwith take over the possession of the premises in question, and if the need so arises, the local Police is directed to render assistance to the petitioner.

The respondent is directed to file a reply-affidavit to the petition within a period of six weeks. Rejoinder-affidavit, if any, be filed before the next date of hearing.

List on 2nd May, 2017.”

In the abovesaid observations, there is advertence to any dispute as regards the payment of electricity and water charges. It is only thereafter, that an affidavit has come to be filed alleging arrears of rent w.e.f. 01.02.2014 till 30.11.2016 amounting to Rs.11,900/-. In view of the proceeding dated 30.11.2016, a fresh enquiry would be required to be made for the allegations now made by the petitioner that there were arrears w.e.f. 01.02.2014 to 30.11.2016, which, this Court, at this stage, refrains to get into. Should there be any such arrears, the petitioner would be at liberty to follow the due process of

law for the recovery thereof. In view of the fact that the substantial part of the order, in any case, has been complied with, inasmuch as, the possession of the premises having been already received, this Court does not consider it necessary to proceed further in the matter.

Petition stands disposed off accordingly.

A. K. CHAWLA, J

SEPTEMBER 27, 2017

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