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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RC.REV. No.365/2017 & CM No.28443/2017 (for stay).
VINOD KUMAR Petitioner

Through: Mr. Vikram Sharma, Adv.

versus

SARLA RANI Respondent

Through: Mr. Anupam Dwivedi and Mr. Vikash
Kumar Sinha, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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07.09.2017

1. This order is in continuation of the earlier order dated 9th August, 2017.
2. The counsel for the respondent / landlord opposes grant of any further time contending the urgent need of the respondent / landlord and that the time granted to the petitioner / tenant to vacate the premises has already expired on 31st July, 2017 and application for execution has already been filed.
3. After persuasion, it is argued to grant time till 30th September, 2018 to vacate the premises subject to the petitioner / tenant furnishing undertaking and on the terms.
4. The counsel for the petitioner / tenant states that he has instructions from the petitioner / tenant to state that the petitioner / tenant is in exclusive control and possession of the entire premises from which he has been ordered to be evicted and is in a position to give undertaking in the usual form.
5. 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 30th September, 2018;
- (ii) to, on or before 30th September, 2017, pay to the respondent / landlord the admitted arrears of rent @ Rs.3,500/- per month w.e.f. 1st May, 2014 till 31st July, 2017;
- (iii) to, on or before 30th September, 2017, pay to the respondent / landlord use and occupation charges @ Rs.10,000/- per month for the months of August, 2017 and September, 2017 and to with effect from October, 2017 till 30th June, 2018 and for the months of July, 2018, till the month of vacation of the premises on or before 30th September, 2018 @ Rs.15,000/- per month, 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.

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

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

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

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 The petition is accordingly dismissed as withdrawn; however, subject to the petitioner / tenant complying with his undertaking aforesaid, the order of eviction is made inexecutable till 30th September, 2018.

10. 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.

11. 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.

12. No costs.

RAJIV SAHAI ENDLAW, J

SEPTEMBER 07, 2017

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