

\$~1

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RC.REV. 293/2017 & CM No.21486/2017 (for stay)
MOHD AYYUB ANSARI Petitioner

Through: Mr. Kunal Madan, Adv.

Versus

MOHD IDRIS Respondent

Through: Mr. Abinash Kumar Mishra, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **17.08.2017**

Caveat No.559/2017

1. The counsel for the caveator / respondent has appeared.
2. The caveat stands discharged.

RC.REV. 293/2017 & CM No.21486/2017 (for stay)

3. This Rent Control Revision Petition under Section 25B (8) of the Delhi Rent Control Act, 1958 impugns the order [dated 21st December, 2016 in ARC No.1215/2016 of the Court of ACJ-CCJ-ARC, Shahdara District, Karkardooma Courts, Delhi] of eviction of the petitioner / tenant from one room situated on the front side of the First Floor of property bearing House No.12-A/26, Gali No.10, Vijay Mohalla, Maujpur, Delhi-110053 in a petition filed by the respondent / landlord under Section 14(1)(e) of the Act, owing to the petitioner / tenant though having been served with the summons of the petition for eviction first on 28th October, 2016 and thereafter on 7th November, 2016, having filed the leave to defend application only on 24th November, 2016.

4. As per the dicta of the Division Bench of this Court in *Ashok Kumar Vs. Purshotam Lal Verma* 2016 SCC OnLine Del 5358 the time for filing

leave to defend has to be counted from the date of first service.

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

6. The counsel for the respondent appears.

7. After some hearing, the counsel for the petitioner / tenant does not press this petition and withdraws the same seeking only grant of two years time to the petitioner / tenant to vacate the premises. It is stated that the petitioner / tenant is present in this Court and is willing to give an undertaking in the usual form.

8. The counsel for the respondent / landlord opposes, contending that the respondent / landlord has urgent need of the premises in the tenancy of the petitioner / tenant for self use.

9. After persuasion, the counsels in consultation with their respective clients have been made to agree to grant of time till 31st December, 2018 to the petitioner / tenant to vacate the premises subject to the petitioner / tenant furnishing an undertaking to this Court and abiding therewith.

10. On enquiry, the counsel for the petitioner / tenant states that the rate of rent is Rs.1,400/- per month.

11. The respondent / landlord in the petition for eviction has mentioned the rate of rent to be Rs.3,000/- per month. However the counterfoils of the rent receipts filed by the respondent / landlord himself along with the petition for eviction are at the rate of Rs.1,400/- per month.

12. The petitioner / tenant as identified by his advocate undertakes to this Court:

- (i) to 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 December, 2018;
- (ii) to pay the arrears if any of rent till the end of the month of June, 2017 at the rate of Rs.1,400/- per month as well as use and occupation charges at the same rate, for the months of July and August, 2017, on or before 10th September, 2017;
- (iii) to, with effect from the month of September, 2017, pay use and occupation charges to the respondent / landlord at the rate of Rs.1,800/- per month till 30th June, 2018 and with effect from the month of July, 2018 and till the month of vacation of the premises on or before 31st December, 2018, at the rate of Rs.2,500/- per 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.

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

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

15. I have otherwise satisfied myself that the order of the ARC impugned in this petition is in accordance with law.

16. 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 31st December, 2018.

17. 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.

No costs.

18. 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 17, 2017

‘gsr..