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

+ RC.REV. 276/2017 & CMs No.20517/2017 (for stay) & 20518/2017
(for condonation of 18 days delay)

PAWAN AGGARWAL

..... Petitioner

Through: Mr. Bhagwat Pershad Gupta, Adv.

Versus

KASHMIRI LAL

..... Respondent

Through: Mr. Manoj Khatri and Mr. J.P.
Sharma, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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26.10.2017

1. This order is in continuation of the earlier order dated 26th September, 2017.
2. In pursuance to the notice issued, the counsel for the respondent appears.
3. The counsel for the petitioner and the counsel for the respondent have been heard.
4. The order of eviction became executable on **30th July, 2017**.
5. The counsel for the respondent has been persuaded to agree to grant of some time, though presses urgency contending that the petition for eviction was filed as far back as on **25th May, 2015**.
6. The petitioner undertakes to this Court:
 - (i) to hand over vacant, peaceful, physical possession of the premises with respect to which order of eviction has been passed, to the respondents, on or before 31st December, 2018;

- (ii) to, on or before 15th November, 2017, pay to the respondent arrears of rent with effect from 1st January, 2011 till 31st July, 2017 @ Rs.15/- per month;
- (iii) to, on or before 30th November, 2017, pay to the respondent use and occupation charges for the months of August, September, October and November, 2017 @ Rs.3,000/- per month, amounting to Rs.12,000/-;
- (iv) to, with effect from the month of December, 2017 and till the month of vacation of the premises on or before 31st December, 2018, pay use and occupation charges to the respondent @ Rs.4,000/- per month, month by month, in advance for each month by the 10th day of English Calendar month;
- (v) to clear the electricity and water dues of the premises till the date of occupation thereof, before leaving the premises; and,
- (vi) to, 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 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 undertaking aforesaid, the order

of eviction is made inexecutable till 31st December, 2018.

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 this Court, shall also be entitled to forthwith execute the order of eviction.

No costs.

RAJIV SAHAI ENDLAW, J.

OCTOBER 26, 2017

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