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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **RFA 541/2017**

NIMMI SINGH

..... Appellant

Through: Mr. Yash Anand, Advocate with
Mr. Ankit Agarwal, Advocate along with appellant
in person.

versus

KAMLA RANI OBERIO

..... Respondent

Through: Mr. Bharat B. Sawhney, Sr. Advocate
with Mr. Lakshay Sawhney and Mr. Aditya
Shandaliya, Advocates.

CORAM:

HON'BLE MR. JUSTICE VINOD GOEL

ORDER

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26.05.2017

CAV 530/2017

Since Mr. Sawhney, Sr. Advocate has appeared on behalf of Caveator,
the caveat stands discharged.

CM No. 20466/2017 (exemption)

Exemption allowed subject to just exceptions.

Application is disposed of.

RFA 541/2017 & CM No. 20465/2017

After submitting arguments for some time, Mr. Anand, learned
counsel for the appellant, gives up claim on merits and submits that the
appellant, who is present in court, is willing to vacate the premises in
question and hand over its peaceful possession to the respondent on or
before 31.07.2017.

After passover, learned senior counsel for the respondent, on

instructions, submits that since the appellant is willing to vacate the property in question and hand over the peaceful and vacant possession of the premises in question to the respondent on or before 31.07.2017, the respondent shall forego her claim of mesne profits.

Learned counsel for the appellant has placed on record an undertaking by way of affidavit of the appellant stating therein that the appellant shall hand over peaceful and vacant possession of the premises in question on or before 31.07.2017 to the respondent. The appellant also undertakes to pay rent in advance for the next two months on first day of every month i.e. on 01st June, 2017 and on 01st July, 2017. The appellant also undertakes to pay the electricity and water charges of the rented premises till 31.07.2017 to the service provider/local authority.

Learned senior counsel for the respondent agrees that on vacation of the premises by the appellant, the respondent will refund the security amount of Rs.90,000/- in terms of clause no. 23 of the Rent Agreement.

Undertaking so furnished by the appellant is taken on record and is accepted and the appellant shall vacate the premises in question and hand over its peaceful and vacant possession to the respondent on or before 31.07.2017. She shall also pay the rent in advance for the month of June and July, 2017 @ Rs.33,000/- per month to the respondent. She will also make the payment of electricity and water charges, whatever are payable, till 31.07.2017. On vacation of the property in question and handing over its peaceful and vacant possession to the respondent, the respondent shall refund the security amount to the appellant subject to adjustments as per clause 23 of the Rent Agreement.

In case of any violation of the undertaking, the appellant shall bear its

consequences.

Since the appellant has to vacate and hand over the peaceful possession of the premises in question on or before 31.07.2017, the respondent shall withdraw the suit as also the execution petition in the first week of August, 2017.

In view of the above settlement between the parties, the appeal and all pending applications are disposed of.

VINOD GOEL, J

MAY 26, 2017

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