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

+ RC.REV. 272/2017 & CMs No.20224/2017 & 34333/2017 (both for stay)

SATISH KUMAR ARORA & ANR Petitioners
Through: Mr. Madan Lal Sharma and Mr. Vidhi Kumar, Advs.

Versus

AVTAR SINGH & ANR Respondents
Through: Mr. Siddharth Aggarwal, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **19.09.2017**

1. This Rent Control Revision Petition under Section 25B(8) of the Delhi Rent Control Act, 1958 impugns the order [dated 15th March, 2017 in RC ARC No.6308/2016 of the Court of Rent Controller (South), Saket Courts, Delhi] of eviction, after full trial, under Section 14(1)(e) of the Act of the two petitioners from portion shown in red colour in the site plan filed along with the petition for eviction forming part of property bearing No.C-1, Malviya Nagar, New Delhi.

2. The petition was entertained and notice thereof for 27th September, 2017 issued was accepted by the counsel for the two respondents appearing on caveat and the Trial Court record was requisitioned.

3. CM No.34333/2017 listed today has been filed by the petitioners for stay of the order of eviction.

4. The counsel for the respondents appears on advance notice.
5. Having gone through the paper book and *prima facie* not finding any merit in the challenge made in this petition, the counsels have been asked to, instead of addressing on the application for interim stay, address on the main petition itself and the counsel for the petitioners/tenants has been heard.
6. However, the counsel for the petitioners/tenants, after some hearing, under instructions from petitioner No.1 and the husband of the petitioner No.2 present in Court states that the petitioners/tenants do not press this petition and withdraw the same and confine the relief only to extension of time till 31st March, 2019 to vacate the premises. It is stated that the petitioners/tenants are in exclusive control and possession of the premises with respect to which order of eviction has been passed and are in a position to give undertaking to this Court in the usual form and offer to compensate the respondents with Rs.3,000/- per month instead of last paid rent of Rs.300/- per month.
7. The counsel for the respondents opposes contending that as has been found in the impugned order, there are a large number of family members of the respondents living in a very limited space and have urgent requirement of the premises with respect to which order of eviction has been passed.
8. However for the sake of finality and certainty, the counsel for the respondents has been prevailed upon to agree. He however states that the prevalent letting value of the premises in occupation of the petitioners/tenants is Rs.20,000/- per month.
9. The petitioners/tenants jointly and severally undertake to this Court to:

- (i) 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 March, 2019;
- (ii) with effect from the month of October, 2017 (the order of eviction having become executable on 14th September, 2017) pay compensation to the respondents @ Rs.5,000/- per month till the month of March, 2018 @ Rs.7,500/- per month from the month of April, 2018 till the month of October, 2018 and @ Rs.10,000/- per month from the month of November, 2018 till the month of vacation of the premises on or before 31st March, 2019, month by month, in advance for each month by the 10th day of English Calendar month;
- (iii) clear the electricity and water dues of the premises till the date of occupation thereof, before leaving the premises; and,
- (iv) hereinafter, not induct any other person into possession of the premises and to not damage the premises.

10. The aforesaid undertakings of the petitioners/tenants are accepted and the petitioners/tenants/their legal representative/s are ordered to be bound therewith.

11. The petitioners/tenants have been explained the consequences of breach of undertaking given to this Court.

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

13. The petition is accordingly dismissed as withdrawn; however subject to the petitioners/tenants complying with their undertakings aforesaid, the order of eviction is made inexecutable till 31st March, 2019.

14. It is made clear that in the event of the petitioners/tenants/their legal representative/s being in breach of the undertaking or any part thereof, the respondents/landlords, besides initiating proceedings against the petitioners/tenants/their legal representative/s for breach of undertaking given to the Court, shall also be entitled to forthwith execute the order of eviction.

15. No costs.

16. The date of 27th October, 2017 is cancelled.

RAJIV SAHAI ENDLAW, J.

SEPTEMBER 19, 2017

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