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

+ **RC.REV. 314/2017**

DAYA RAM @ DAHI RAM & ANR

..... Petitioners

Through: Mr. Navin Kumar Chaudhary, Adv.

Versus

YOGENDER KUMAR

..... Respondent

Through: Mr. Surendra Mishra, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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01.08.2017

1. This order is in continuation of the order dated 14th July, 2017.
2. Mr. Surendra Mishra, Advocate appears for the respondent / landlord and states that he was the advocate for the respondent / landlord before the Trial Court. He states that the petitioners / tenants have not paid the meagre rent of Rs.45/- also since January, 2014.
3. The counsel for the petitioners / tenants states that the rent till December, 2016 has been deposited under Section 27 of the Delhi Rent Control Act, 1958.
4. The counsel for the respondent / landlord states that no notice has been received.
5. The counsel for the respondent / landlord also states that the respondent / landlord is in urgent need of the premises for his own requirement and is not agreeable to grant of any time.

6. Both have been persuaded to agree to grant of time till 31st March, 2018, subject to the petitioners / tenants disclosing to the respondent / landlord the particulars of deposit of rent till December, 2016 to enable the respondent / landlord to withdraw the same and further subject to the petitioners / tenants if are unable to furnish the said particulars, paying the rent with effect from 1st January, 2014 at the rate of Rs.45/- per month and yet further subject to the petitioners / tenants with effect from 15th August, 2017 paying to the respondent / landlord use and occupation charges of the premises in their occupation till vacation on or before 31st March, 2018 at the rate of Rs.7,500/- per month.

7. The counsel for the petitioners / tenants states that though the petitioners / tenants are not present as directed but have specifically authorized him to give an undertaking on their behalf.

8. The petitioners / tenants through counsel undertake to this Court:

(i) to hand over vacant peaceful physical possession of the premises from which they have been ordered to be evicted to the respondent / landlord on or before 31st March, 2018;

(ii) to, on or before 10th August, 2017, furnish to the respondent / landlord the particulars of deposit of rent at the rate of Rs.45/- per month till December, 2016 so as to enable the respondent / landlord to withdraw the same and if the particulars are not so furnished, to pay to the respondent / landlord the arrears of rent with effect from 1st January, 2014 till 14th August, 2017 at the rate of Rs.45/- per month on or before 20th August, 2017;

- (iii) to pay to the respondent/landlord use and occupation charges of Rs.7,500/- per month with effect from the month of August, 2017, till the date of vacation of the premises on or before 31st March, 2018, 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.

9. The aforesaid undertakings of the petitioners / tenants through counsel are accepted and the petitioners/tenants/their legal representatives are ordered to be bound therewith.

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

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

12. The Revision Petition was already dismissed on 14th July, 2017. Subject to the petitioners/tenants complying with their undertaking aforesaid, the order of eviction is made inexecutable till 31st March, 2018.

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

14. The counsel for the respondent/landlord to furnish to the counsel for the petitioners/tenants 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 01, 2017
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