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

\+ RC.REV. No.529/2016 &CM No.41494/2016 (for stay).

SURENDER ..... Petitioner

Through: Mr. Pawan Kumar Agrawal, Adv.

Versus

RANI ..... Respondent

Through: Mr., Vireshwar Tyagi, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

O R D E R

% 26.09.2017

1. This order is in continuation of the earlier order dated 21st September, 2017.

2. The counsel for the petitioner appears.

3. The counsel for the respondent has drawn attention to ***Mitter Sen Jain Vs. Shakuntala Devi*** (2000) 9 SCC 720 laying down that any new area included within urban area of Municipal Corporation of Delhi (MCD) would not *ipso facto* be covered by the Delhi Rent Control Act, 1958 unless a notification under proviso to Section 1(2) of the said Act is issued and that unless the area is so specified in the Schedule to the Rent Act by notification, provisions of the Act cannot be made applicable to that area.

4. At this stage, compromise talks have commenced between the parties, with the petitioner / landlady offering Rs.25,000/- to the respondent / tenant and the respondent / tenant demanding Rs.50,000/-.

5. After negotiation, it has been agreed that subject to the petitioner / landlady paying Rs.40,000/- to the respondent / tenant on or before 15th October, 2017, the application filed by the respondent / tenant for review of the order dated 13th March, 2012 of eviction of the respondent / tenant shall

stand withdrawn and axiomatically the order dated 5th August, 2016 allowing the said review, setting aside the order of eviction, dismissing the petition for eviction filed by the petitioner / landlady and directing the petitioner / landlady to restore possession of the property to the respondent / tenant shall stand set aside and the respondent / tenant shall remain bound by the order of eviction and the parties will be left with no claims against each other. It has further been agreed between the parties that if the petitioner / landlady does not pay the said amount of Rs.40,000/- by Demand Draft in the name of the respondent / tenant on or before 15th October, 2017 and / or does not get the said amount remitted to the account number of the respondent / tenant (to be disclosed by the counsel for the respondent / tenant to the counsel for the petitioner / landlady by tomorrow i.e. 27th September, 2017), the petitioner / landlady shall on or before 27th October, 2017 put the respondent / tenant back in possession of the property in terms of the order dated 5th August, 2016 and with liberty to the petitioner / landlady to invoke appropriate remedies against the respondent / tenant.

6. The aforesaid compromise is found to be lawful and in accordance with law and is allowed and this petition is disposed of binding the parties therewith.

No costs.

RAJIV SAHAI ENDLAW, J

SEPTEMBER 26, 2017
'pp'..