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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RC.REV. No.547/2016, CM No.43194/2016 (for stay) and CM
No.25037/2017 (for stay).
RAMESH MEHTA Petitioner

Through: Mr. Satya Bhushan, Adv.

versus

KRISHAN LAL Respondent

Through: Mr. Satish Sharma, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **10.08.2017**

1. This Rent Control Revision Petition under Section 25B(8) of the Delhi Rent Control Act, 1958 impugns the order [dated 20th July, 2016 in RC/ARC No.794/16 of the Court of Rent Controller (Shahdara), Karkardooma Courts, Delhi] of dismissal of the application filed by the petitioner / tenant for leave to defend the petition for eviction filed by the respondent / landlord under Section 14(1)(e) of the Act and the consequent order of eviction of the petitioner / tenant from one shop in property bearing no.70A, Baldev Park, Delhi – 110 051.

2. The petition was entertained and notice thereof ordered to be issued and the execution of the order of eviction stayed.

3. The counsel for the respondent / landlord appears and the counsels have been heard.

4. After full hearing, the counsel for the petitioner / tenant, under instructions from the petitioner / tenant stated to be present in Court, states that the petitioner / tenant does not want to challenge the order of eviction

and would remain bound by the same and does not press this petition save for grant of time of two years to vacate the premises from which the petitioner / tenant has been ordered to be evicted. It is further stated that the petitioner / tenant is willing to give an undertaking in the usual form.

5. The counsel for the respondent / landlord, under instructions from the son of the respondent / landlord stated to be present in Court, is not agreeable stating that the respondent / landlord has a pressing need for the premises in the tenancy of the petitioner.

6. The counsel for the respondent / landlord has however been persuaded, on the condition of compensating the respondent / landlord for the inconvenience suffered in the interregnum.

7. The counsel for petitioner/tenant states that petitioner/tenant is in exclusive use and possession of premises with respect to which order of eviction has been passed.

8. The petitioner / tenant, as identified by the counsel, undertakes to this Court:-

- (i) to hand over vacant peaceful physical possession of the premises in his tenancy / possession to the respondent / landlord on or before 31st July, 2019;
- (ii) to, with effect from the month of February, 2017, pay to the respondent / landlord use and occupation charges of the shop @ Rs.10,000/- per month till 31st July, 2018 and for the period

w.e.f. 1st August, 2018 till the month of vacation on or before 31st July, 2019 @ Rs.12,000/- per month, with arrears from February, 2017 till September, 2017 being paid on or before 20th September, 2017 and the amount with effect from the month of October, 2017 being paid month by month, in advance for each month by the 10th day of each English Calendar month;

- (iii) to clear the electricity and water dues of the premises till the date of occupation thereof, before leaving the premises; and,
- (iv) to hereinafter not induct any other person into possession of the premises and to not damage the premises.

9. The aforesaid undertakings of the petitioner / tenant are accepted and the petitioner / tenant / his legal representative are ordered to be bound therewith.

10. The petitioner / tenant has been explained the consequences of breach of undertaking given to this Court.

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

12. The petition is accordingly dismissed as withdrawn; however, subject to the petitioner / tenant complying with his undertakings aforesaid, the order of eviction is made inexecutable till 31st July, 2019.

13. It is made clear that in the event of the petitioner / tenant / his legal representative being in breach of the undertaking or any part thereof, the

respondent / landlord, besides initiating proceedings against the petitioner / tenant / his legal representative for breach of undertaking given to the 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 petitioner / tenant the particulars of the account of the bank of the respondent / landlord in which the petitioner / tenant may deposit the charges aforesaid as undertaken.

15. No costs.

16. The date of 20th September, 2017 stands cancelled.

Dasti under signatures of Court Master.

RAJIV SAHAI ENDLAW, J

AUGUST 10, 2017

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