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

+ RC.REV. 311/2017 & CM No.24283/2017 (for stay)

SANJAY GUPTA Petitioner
Through: Mr. Vivek Aggarwal, Adv.

Versus

ASHOK SHARMA Respondent
Through: Mr. S.D. Dixit, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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29.08.2017

1. This order is in continuation of the earlier order dated 14th July, 2017.
2. The petitioner did not take steps for service of the respondent.
3. The counsel for the respondent however appears stating that he is appearing on seeing the matter in the Cause List of this Court. He also states that the respondent is unable to use adjoining premises for the purpose intended owing to the petitioner not vacating the premises in his tenancy and the respondent thus has an urgent need for the premises in the tenancy of the petitioner and is not willing to grant any time.
4. On enquiry, as to the market rent of the premises, a registered lease deed of an adjoining shop of half of the size at a rent of approximately Rs.22,000/- per month is handed over.
5. After persuasion, it is deemed appropriate to grant time to the petitioner to vacate the premises on or before 30th June, 2018, subject to the

petitioner paying to the respondent for the period from the month of November, 2017, when the order of eviction will become executable and till the month of vacation of the premises on or before 30th June, 2018, use and occupation charges in the sum of Rs.20,000/- per month.

6. The petitioner, present in Court, states that he is in exclusive possession and control of the premises and is in a position to give undertaking in usual form.

7. The petitioner, as identified by his advocate, undertakes to this Court:

(i) to hand over vacant peaceful physical possession of the premises from which he has been ordered to be evicted to the respondent on or before 30th June, 2018;

(ii) to, with effect from the month of November, 2017 and till the month of vacation of the premises on or before 30th June, 2018, pay to the respondent use and occupation charges @ Rs.20,000/- per month, month by month in advance for each month by the 10th day of 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.

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

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

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

11. 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 30th June, 2018.

12. 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.

13. No costs.

RAJIV SAHAI ENDLAW, J.

AUGUST 29, 2017

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