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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RC.REV. 339/2017 & CM No.26286/2017 (for stay)
TAVINDER PAL SINGH Petitioner

Through: Mr. B.L. Chawla, Adv.

Versus

JASPAL SINGH Respondent

Through: Mr. Sandeep Yadav, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **08.08.2017**

1. This order is in continuation of the earlier orders dated 1st August, 2017 and 4th August, 2017.
2. The respondent / landlord along with his counsel appears and states that owing to the urgent need of the respondent / landlord, the respondent / landlord is not agreeable to grant of time of two years sought by the petitioner / tenant.
3. After persuasion, subject to (a) the petitioner / tenant furnishing usual undertaking to this Court; and, (b) the petitioner / tenant, instead of the rent earlier being paid at the rate of Rs.490/- per month, paying to the respondent use and occupation charges of the premises, at the rate of Rs.5,000/- per month with effect from the date the order of eviction becoming executable i.e. from the month of October, 2017 and till 31st March, 2018 and from 1st April, 2018 till 31st December, 2018 at the rate of Rs.7,000/- per month; it has been agreed to grant time till 31st December, 2018 to the petitioner / tenant to vacate the premises from which he has been ordered to be evicted.

4. The petitioner / tenant present in Court and 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 31st December, 2018;

(ii) to, pay to the respondent / landlord till the month of September, 2017 arrears of rent at the rate of Rs.490/- per month and to with effect from the month of October, 2017 till the month of March, 2018 use and occupation charges at the rate of Rs.5000/- per month and to with effect from the month of April, 2018 use and occupation charges at the rate of Rs.7,000/- per month, in advance for each month by the 10th day of the month till vacation of the premises on or before 31st December, 2018;

(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.

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

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

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

8. The petition is accordingly dismissed; however, subject to the petitioner/tenant complying with his undertaking as aforesaid, the order of eviction is made inexecutable till 31st December, 2018.

9. 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 execution.

10. No costs.

11. 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.

RAJIV SAHAI ENDLAW, J

AUGUST 08, 2017

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