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

+ **RC.REV. 307/2017**

SAGUN

..... Petitioner

Through: Mr. Rajeev Kumar, Adv.

Versus

SATISH KUMAR VERMA & ORS

..... Respondents

Through: Mr. R.P. Tyagi, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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27.07.2017

1. This order is in continuation of the order dated 11th July, 2017.
2. Though the report of the notice ordered to be issued to the respondents / landlords is awaited but the counsel for the respondents / landlords appears.
3. The counsels state that they have agreed to grant of one year's time to the petitioner / tenant to vacate the premises subject to the petitioner / tenant giving an undertaking in the usual form to this Court and the same being accepted by this Court and yet further subject to the petitioner / tenant for the said period of one year paying use and occupation charges at the market rate.
4. The counsel for the respondents / landlords on enquiry states that the market rent of the premises is Rs.3,500/- per month. The counsel for the petitioner / tenant suggests use and occupation charges at the rate of Rs.2,000/- per month and which has been agreed to by the counsel for the respondents / landlord.

5. The petitioner / tenant states that she is in control and possession of the entire premises with respect to which order of eviction of the petitioner / tenant has been passed and is in a position to give an undertaking to this Court and to comply therewith.

6. The petitioner/tenant as identified by her advocate undertakes to this Court:

- (i) to hand over vacant peaceful physical possession of the premises to the respondents on or before 31st July, 2018;
- (ii) to, with effect from 1st August, 2017 and till the vacation of the premises on or before 31st July, 2018, pay a sum of Rs.2,000/- per month to the respondents / landlord in advance for each month by the 10th day of the 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.

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

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

9. I have otherwise satisfied myself that the order of the ARC impugned in this petition is in accordance with law.

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

11. It is made clear that in the event of the petitioner/tenant/her legal representative being in breach of the undertaking or any part thereof, the respondents/landlords besides initiating proceedings against the petitioner/tenant/her legal representative for breach of undertaking given to the Court, shall also be entitled to forthwith execute the order of eviction.

12. No costs.

13. 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.

JULY 27, 2017

‘gsr’..