

\$~6

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

+ RC.REV. 130/2017 & CM No.10999/2017 (for stay)

DR MAMTA MAYOR & ANR Petitioners

Through: Mr. Ajay Kumar Gupta & Ms. Surbhi
Gupta, Advs. with petitioner no.1 in
person.

Versus

SUMITRA JAIN Respondent

Through: Mr. Jai Ram Garg, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **17.07.2017**

1. This petition under Section 25B(8) of the Delhi Rent Control Act, 1958 impugns the order (dated 7th October, 2016 of Administrative Civil Judge (ACJ)-cum-Additional Rent Controller (ARC), North West, Rohini Courts, Delhi in Execution Petition No.5487/2016 (Old Execution Petition No.59/2015) of dismissal of the application filed by the petitioners / tenants for leave to defend the petition for eviction filed by the respondent / landlord under Section 14(1)(e) of the Delhi Rent Control Act, 1958.
2. The counsel for the respondent / landlord appeared on caveat and notice of the petition was issued and Trial Court record requisitioned.
3. The counsels have been heard.
4. After full hearing, the counsel for the petitioners / tenants viz. Dr. Mamta Mayor and Dr. Rahul Mayor does not press this petition and withdraws the same and states that the petitioners / tenants do not want to challenge the order of eviction and confine the relief in this petition to extension of time for vacating the premises.

5. The counsel for the respondent / landlord is not agreeable.
6. However considering that the petitioner no.1 / tenant Dr. Mamta Mayor present in Court, as identified by her advocate, claims to be running her clinic in the said shop, the counsel for the respondent / landlord has been persuaded to agree to grant of time till 31st July, 2018 to vacate the premises, subject to the petitioners / tenants paying a sum of Rs.5,000/- per month to the respondent / landlord with effect from 1st July, 2017 and till the vacation of the premises on or before 31st July, 2018.
7. The petitioner no.1 / tenant Dr. Mamta Mayor on enquiry states that her son Dr. Rahul Mayor is working with Shroff Eye Centre and she alone has been carrying on her clinic from the said premises. She also states that she is fully authorized by her son Dr. Rahul Mayor also to give an undertaking on his behalf before this Court.
8. The counsel for the petitioners / tenants also states that he is authorized to give undertaking on behalf of both the petitioners.
9. The petitioners / tenants undertake to this Court:
 - (i) To handover vacant, peaceful, physical possession of the entire premises in their tenancy at property No.1768-A/129, Shanti Nagar, Main Road, Tri Nagar, Delhi to the respondent/landlord or his representative or heirs on or before 31st July, 2018.
 - (ii) To clear the electricity and water dues of the premises till the date of occupation thereof, before leaving the premises.
 - (iii) To pay arrears of rent if any as aforesaid within one month of today.

- (iv) To, with effect from 1st July, 2017, till the month of vacation of the premises pay a sum of Rs.5,000/- per month to the respondent / landlord or his heirs, in advance of each month, by the 10th day of the month.
- (v) To hereinafter not induct any other person into possession of the premises and not damage the premises.

10. The aforesaid undertaking of the petitioners / tenants are accepted and the petitioners / tenants are ordered to be bound therewith. The petitioners / tenants have been cautioned of consequences of breach of undertaking given to this Court.

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

12. The petition is therefore dismissed.

13. However on the conditions aforesaid, the petitioners / tenants are granted time to vacate the premises with respect to which eviction order has been passed, on or before 31st July, 2018 subject to the petitioners / tenants complying with their undertaking aforesaid.

14. Accordingly, the order of eviction is made inexecutable till 31st July, 2018. It is however made clear that if the petitioners / tenants are in breach of any of the undertakings, the respondent / landlord besides taking action for breach of undertaking shall also be entitled to forthwith execute the order of eviction.

No costs.

RAJIV SAHAI ENDLAW, J

JULY 17, 2017/‘gsr’..

C.REV. 130/2017

Page 3 of 3