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

+ RC.REV. 380/2017 & CM No.29770/2017 (for stay)

RAJ KUMAR

..... Petitioner

Through: Mr. Pradeep Chaudhary, Adv.

Versus

SHASHI BALA & ORS

..... Respondents

Through: Mr. O.P. Aggarwal, Adv.

**AND**

+ RC.REV. 393/2017 & CM No.30555/2017 (for stay)

RAJ KUMAR

..... Petitioner

Through: Mr. Pradeep Chaudhary, Adv.

Versus

SHASHI BALA & ORS

..... Respondents

Through: Mr. O.P. Aggarwal, Adv.

**CORAM:**

**HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW**

**ORDER**

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**23.10.2017**

1. This order is in continuation of the earlier order dated 25<sup>th</sup> August, 2017.
2. The counsel for all the respondents appears. Though expressing urgency on account of requirement of the respondents and contending that the petitions for eviction have already remained pending before the Additional Rent Controller (ARC) for sufficiently long time, leaves it to this Court, for the sake of finality, to allow appropriate time to the petitioner to vacate.
3. The counsel for the respondents, on enquiry, states that the prevalent letting value of each of the two shops is Rs.15,000/- per month.

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4. The counsel for the petitioner under instructions from the petitioner and his son Sh. Mahender Kumar, both present in Court, states that they seek two years time to vacate and are willing to pay a sum of Rs.15,000/- per month for both the shops.

5. Sh. Mahender Kumar son of the petitioner states that though the petitions for eviction were filed against his father, the petitioner herein, only, but he is also willing to give an undertaking to this Court.

6. The petitioner and his son Sh. Mahender Kumar undertakes to this Court to:

- (i) hand over vacant peaceful physical possession of the premises with respect to which orders of eviction have been passed, to the respondents, on or before 30<sup>th</sup> September, 2019;
- (ii) on or before 30<sup>th</sup> November, 2017, pay to the respondents arrears of rent with effect from 1<sup>st</sup> January, 2016 @ Rs.300/- per month till the month of November, 2017;
- (iii) with effect from 1<sup>st</sup> December, 2017 (when the orders of eviction will become executable) and till 30<sup>th</sup> November, 2018, pay to the respondents use and occupation charges @ Rs.17,000/- per month and to with effect from 1<sup>st</sup> December, 2018 and till the month of vacation of the premises on or before 30<sup>th</sup> September, 2019 pay use and occupation charges @ Rs.25,000/- per month, month by month, in advance for each month by the 10<sup>th</sup> day of English Calendar month;
- (iv) clear the electricity and water dues of the premises till the date of occupation thereof, before leaving the premises; and,

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(v) hereinafter, not induct any other person into possession of the premises and to not damage the premises.

7. The aforesaid undertakings of the petitioner/his son are accepted and the petitioner/his son are ordered to be bound therewith.

8. The petitioner/his son have been explained the consequences of breach of undertaking given to this Court.

9. I have otherwise satisfied myself that the orders of the ARC impugned in these petitions is in accordance with law.

10. The petitions are accordingly dismissed as withdrawn; however subject to the petitioner/his son complying with his undertaking aforesaid, the orders of eviction are made inexecutable till 30<sup>th</sup> September, 2019.

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

No costs.

**OCTOBER 23, 2017**

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**RAJIV SAHAI ENDLAW, J.**