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

+ **RC.REV. No.346/2017**

SATPAL GULATI

..... Petitioner

Through: Mr. Rajiv K. Garg and Mr. Ashish
Garg, Advs.

versus

HARISH LAMBA

..... Respondent

Through: Mr. Rahul Tewari, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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06.09.2017

1. This order is in continuation of the earlier order dated 10th August, 2017.
2. The counsel for the respondent / landlord states that the respondent / landlord is not at all agreeable to grant of further three years time. It is contended that the petition for eviction, impugning order of eviction wherein this petition was filed, was instituted in 2013 and a period of four years has already expired and the respondent / landlord has urgent need of the premises in the tenancy of the petitioner / tenant.
3. After counselling that it is in the interest of the respondent / landlord also to settle so that there is finality and the respondent / landlord certainly gets possession on the date agreed, the respondent / landlord has been persuaded to agree to grant of time till 31st December, 2018 and subject to the petitioner / tenant furnishing undertaking.
4. The counsel for the petitioner / tenant states that the petitioner / tenant present in Court is in exclusive control and possession of the premises from which he has been ordered to be evicted and is willing to give an

undertaking in the usual form.

4. The petitioner/tenant as identified by his Advocate undertakes to this Court:-

- (i) to hand over vacant peaceful physical possession of the premises in his tenancy / possession / from which he has been ordered to be evicted to the respondent / landlord on or before 31st December, 2018;
- (ii) to pay to the respondent / landlord use and occupation charges @ Rs.5,000/- per month with effect from October, 2017 till June, 2018 and @ of Rs.7,500/- per month w.e.f. July, 2018 till the date of vacation of the premises on or before 31st December, 2018, month by month, in advance for each month by the 10th day of each 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.

5. The aforesaid undertakings of the petitioner / tenant are accepted and the petitioner / tenant / his legal representative are 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 Additional Rent Controller impugned in this petition is in accordance with law.

8. The petition is accordingly dismissed as withdrawn; however, subject to the petitioner / tenant complying with his undertaking 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 eviction.

10. 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.

11. No costs.

RAJIV SAHAI ENDLAW, J

SEPTEMBER 06, 2017

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