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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RC.REV. 361/2017 & CM No.27852/2017 (for stay)
MAMTA PATHAK Petitioner

Through: Mr. Ankit Gupta, Adv.

Versus

IQBAL KISHAN Respondent
Through: Mr. Ram Lal, son of the Respondent.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **24.10.2017**

1. This order is in continuation of the earlier order dated 21st September, 2017.
2. Notice ordered to be issued to the respondent / landlord is reported to be served and the counsel for the petitioner / tenant has also filed affidavit of service.
3. None appears for the respondent / landlord.
4. The counsel for the petitioner / tenant points out to a person present in Court and states that he is the son of the respondent / landlord. The said person discloses his name as Ram Lal, son of Sh. Iqbal Kishan. He states that his advocate is not available.
5. On enquiry, while the counsel for the petitioner / tenant, under instructions from the petitioner / tenant present in Court, states that the prevalent letting value of the shop is Rs.2,000/- per month and the petitioner / tenant was last paying rent of Rs.400/- per month therefor, the said Mr. Ram Lal states that the prevalent letting value is Rs.12,000/- to Rs.13,000/- per month.

6. The counsel for the petitioner / tenant seeks three years time to vacate the premises pleading that the petitioner / tenant has to make alternate arrangement and her sons are also to be married and that her husband is suffering paralytic attack. On enquiry, the counsel for the petitioner / tenant states that the petitioner / tenant has paid the rent at the rate of Rs.400/- per month till the month of September, 2017.

7. A time of one year is more than enough to make alternate arrangement.

8. The petitioner / tenant, present in Court and as identified by her counsel, undertakes to this Court to:

- (i) hand over vacant, peaceful, physical possession of the premises with respect to which order of eviction has been passed, to the respondent/landlord, on or before 31st October, 2018;
- (ii) on or before 30th November, 2017, pay to the respondent / landlord, for the months of September, October and November, 2017, use and occupation charges of Rs.15,000/-, calculated at the rate of Rs.5,000/- per month;
- (iii) with effect from the month of December, 2017 and till the month of vacation of the premises on or before 31st October, 2018 pay to the respondent use and occupation charges at the rate of Rs.7,000/- per month, month by month, in advance for each month by the 10th 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,

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

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

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

11. I have otherwise satisfied myself that the order dated 13th February, 2017 of the ARC impugned in this petition is in accordance with law.

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

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

No costs.

RAJIV SAHAI ENDLAW, J

OCTOBER 24, 2017

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