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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
RC.REV. 328/2017 & CM No.25515/2017 (for stay)
RAJINDER KAUR Petitioner

Through: Mr. Ranjit Singh, Adv.

Versus

JODH SINGH Respondent

Through: Mr. B.L. Chawla, Adv.

AND

+ RC.REV. 335/2017 & CM No.25739/2017 (for stay)
RAJINDER KAUR Petitioner

Through: Mr. Ranjit Singh, Adv.

Versus

JODH SINGH Respondent

Through: Mr. B.L. Chawla, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **03.08.2017**

1. This order is in continuation of the order dated 21st July, 2017 in RC. REV. No.328/2017 and the order dated 24th July, 2017 in RC.REV. No.335/2017.

2. The counsel for the respondent / landlord has been persuaded to grant time to the petitioner / tenant to vacate the shops, from which the petitioner / tenant has been ordered to be evicted, on or before 31st December, 2018. He however states that the same should be subject to the petitioner / tenant undertaking to this Court to do so and the said undertaking being accepted and further subject to payment of use and occupation charges by the petitioner/tenant.

3. The counsel for the respondent / landlord has also stated that besides the eviction petitions, there is also a suit for injunction filed by the petitioner / tenant against the respondent / landlord and a contempt petition arising out of another suit. He further states that the respondent /landlord is residing on the upper floors of the property and was desirous of carrying out repairs to his property and the petitioner / tenant filed the suit aforesaid to restrain the respondent / landlord from doing so.

4. The counsel for the petitioner / tenant states that the aforesaid proceedings shall be immediately withdrawn and the petitioner / tenant shall hereafter not institute any other proceeding against the respondent / landlord.

5. The counsel for the respondent / landlord on the other hand states that the respondent / landlord shall, subject to the petitioner / tenant complying with her undertaking to be given, not interfere in the use and occupation by the petitioner / tenant of the premises from which she has been ordered to be evicted till 31st December, 2018.

6. According to the counsel for the respondent / landlord, rent of the two premises subject matter of these petitions is Rs.1,500/- and Rs.1,200/- per month respectively.

7. According to the counsel for the petitioner/tenant, the rent is Rs.300/- and Rs.400/- per month for the two shops.

8. The counsel for the petitioner/tenant states that the rent at the rate of Rs.300/- per month and Rs.400/- per month has been deposited in the Court and the petitioner / tenant has no objection if the said amount is withdrawn by the respondent/landlord.

9. I have enquired whether there is any document showing the rate of rent.

10. Both counsels state that there is none.

11. In this view of the matter, at this stage, it is not deemed appropriate to enter into the controversy regarding the rate of rent and it is clarified that no action by one against the other qua the rate of rent shall be taken.

12. Petitioner/tenant Smt. Rajinder Kaur present in person in the Court, as identified by her advocate, undertakes to this Court:

(i) to hand over vacant peaceful physical possession of the premises from which she has been ordered to be evicted, to their landlord on or before 31st December, 2018;

(ii) to, with effect from the month of September, 2017, pay to the respondent / landlord, in advance for each month by the 10th day of the month, use and occupation charges for each of the shops subject matter of these petitions at the rate of Rs.5,000/- per month till 31st December, 2017 and to with effect from 1st January, 2018 continue to pay use and occupation charges at the rate of Rs.6,000/- per month for each of the shops subject matter of these petitions, in advance for each month by the 10th day of the month till vacation of the premises on or before 31st December, 2018;

(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.

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

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

15. I have otherwise satisfied myself that the orders of the learned Additional Rent Controller impugned in these petitions are in accordance with law.

16. The petitions are accordingly dismissed as withdrawn; however, subject to the petitioner/tenant complying with her undertakings aforesaid, the order of eviction is made inexecutable till 31st December, 2018.

17. 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 respondent/landlord, 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.

18. 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.

No costs.

RAJIV SAHAI ENDLAW, J

AUGUST 03, 2017

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