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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RC.REV. No.343/2017
MAHENDER PAL BUDDHIRAJA Petitioner
Through: Mr. Vinod Asri, Adv.
Versus
AJAY KUMAR KAPOOR Respondent
Through: Mr. B.S. Randhawa, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **25.08.2017**

1. This order is in continuation of the earlier order dated 28th July, 2017.
2. The counsel for the respondent / landlord appears and opposes the grant of time to the petitioner / tenant stating that the respondent / landlord has urgent requirement of the premises from which the petitioner / tenant has been ordered to be evicted.
3. The counsel for the respondent / landlord has however been prevailed upon.
4. The petitioner / tenant present in Court states that he is in exclusive control and possession of the premises from which the petitioner / tenant has been ordered to be evicted and is in a position to furnish an undertaking in the usual form.
5. 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 to the respondent /

landlord on or before 30th July, 2018.

- (ii) to, on or before 30th September, 2017, pay to the respondent / landlord the arrears of rent computed @ Rs.60/- per month for a period of three years and use and occupation charges @ Rs.5,000/- per month from the month of September, 2017 when the order of eviction became executable;
- (iii) to pay to the respondent / landlord use and occupation charges for the premises @ Rs.5,000/- per month with effect from the month of October, 2017 till the month of vacation of the premises on or before 30th July, 2018, month by month, in advance for each month by the 10th day of each English Calendar month;
- (iv) to clear the electricity and water dues of the premises till the date of occupation thereof, before leaving the premises; and,
- (v) to hereinafter not induct any other person into possession of the premises and to not damage the premises.

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

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

8. I have otherwise satisfied myself that the order of the Additional Rent Controller impugned in this petition is in accordance with law.

9. 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 30th July, 2018.

10. 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.

11. 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.

12. No costs.

RAJIV SAHAI ENDLAW, J.

AUGUST 25, 2017
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