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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RC.REV. No.336/2017, CM No.25749/2017 (under Section 151 CPC for taking into consideration subsequent events) and CM No.25746/2017 (for stay).

SHAKUNTLA JINDAL Petitioner

Through: Mr. Sanjeev Sindhvani, Sr. Adv. with
Mr. Siddharth Aggarwal, Adv.

versus

MOHAN LAL WASON Respondent

Through: Mr. Shiv Charan Garg and Mr. Imran
Khan, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **25.07.2017**

Caveat No.659/2017.

1. The counsel for the Caveator has appeared.
2. The Caveat stands discharged.

CM No.25747/2017 and CM No.25748/2017 (both for exemption).

3. Allowed, subject to just exceptions.
4. The applications stand disposed of.

RC.REV. No.336/2017, CM No.25749/2017 (under Section 151 CPC for taking into consideration subsequent events) and CM No.25746/2017 (for stay).

5. This Rent Control Revision Petition under Section 25B(8) of the Delhi Rent Control Act, 1958 impugns the order (dated 25th January, 2017 in Old Case No.E-35/17/10 (New Case No.79642/16) filed by the respondent / landlord under Section 14(1)(e) of the Act of the Court of Pilot Court (Central District), Tis Hazari Courts, Delhi) of eviction, after trial, of the petitioner / tenant.

6. The senior counsel for the petitioner / tenant has been heard.
7. The senior counsel for the petitioner / tenant after full hearing and under instructions states that the petitioner / tenant does not want to challenge the order of eviction and does not press this petition save for grant of time to vacate the premises. It is stated that the petitioner / tenant is willing to furnish undertaking to this Court in the usual form.
8. The counsel for the respondent / landlord was not agreeable but for the sake of finality has been persuaded to agree to grant of time till 31st March, 2019 for vacation of the tenancy premises subject to the petitioner / tenant w.e.f. 1st August, 2017, instead of the rent of Rs.262.57p per month, paying use and occupation charges till the date of vacation as aforesaid, of Rs.7,500/- per month.
9. The counsel for the petitioner / tenant states that he has instructions from the petitioner / tenant to give an undertaking to the Court and has also pointed out to Rajat Jindal, son of the petitioner / tenant, present in Court who also confirms the same.
10. The petitioner / tenant and the said Rajat Jindal state that the petitioner / tenant is in exclusive control and possession of the entire premises with respect to which the order of eviction has been passed and is in a position to give undertaking to this Court and to comply therewith.
11. The petitioner / tenant and his son Rajat Jindal undertakes to this Court:-
 - (i) to hand over vacant peaceful physical possession of the premises in their tenancy with respect to which order of eviction has been passed, to the respondent / landlord on or

before 31st March, 2019;

- (ii) to, on or before 15th August, 2017, pay to the respondent / landlord the arrears of rent @ Rs.262.57p per month w.e.f. 1st June, 2010 till 31st July, 2017;
- (iii) to pay to the respondent / landlord use and occupation charges @ Rs.7,500/- per month with effect from the month of 1st August, 2017 till the date of vacation of the premises on or before 31st March, 2019, 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.

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

13. The petitioner / tenant and Rajat Jindal have been explained the consequences of breach of undertaking given to this Court.

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

15. The petition is accordingly dismissed; however, subject to the petitioner / tenant and Rajat Jindal complying with their undertaking aforesaid, the order of eviction is made inexecutable till 31st March, 2019.

16. It is made clear that in the event of the petitioner / tenant / her legal representative and Rajat Jindal 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 this Court shall also be entitled to forthwith execute the order of eviction.

17. No costs.

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.

RAJIV SAHAI ENDLAW, J

JULY 25, 2017

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