$~62.

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

\+ RC.REV. No.357/2017 & CM No.27503/2017 (for stay).

TARUN AWASTHI ..... Petitioner

Through: Ms. Shalini Kapoor with Ms. Ruhini Dey and Mr. Dikshant Khanna, Advs.

versus

PADAM CHAND JAIN & ANR ..... Respondents

Through: Mr. Ajay Gupta and Ms. Surbhi Gupta, Advs.

CORAM:
HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

O R D E R

% **02.08.2017**

Caveat No.693/2017.

1. The counsel for the Caveator has appeared.

2. The Caveat stands discharged.

RC.REV. No.357/2017 & CM No.27503/2017 (for stay).

3. This Rent Control Revision Petition under Section 25B(8) of the Delhi Rent Control Act, 1958 impugns the order (dated 8th March, 2017 in Case No.E-86/17 of the Pilot Court (Central), Tis Hazari Courts, Delhi) of dismissal of the application filed by the petitioner for leave to defend the petition for eviction under Section 14 (1) (e) of the Act filed by the respondents and the consequent order of eviction of the petitioner from the ground floor portion of property no.86-87, Chandni Chowk, Delhi – 110 006.

4. After full hearing, the counsel for the petitioner / tenant states that the petitioner / tenant does not want to press this petition and will be bound by the order of eviction impugned herein and only seeks time till 31st January, 2018 to vacate the premises.

5. The counsel for the respondent / landlord protests but for the sake of finality has been persuaded to agree. He however states that the same be made subject to payment of market rent and the petitioner / tenant furnishing an undertaking and the same being accepted by this Court.

6. The counsel for the petitioner / tenant states that the petitioner / tenant is present in person.

7. While according to the counsel for the petitioner / tenant the prevalent letting value of the premises (as against the rent paid by the petitioner of Rs.1,500/- per month) is Rs.10,000/- per month, according to the counsel for the respondent / landlord the prevalent letting value is more than Rs.50,000/- per month.

8. With the intervention of the Court, the parties have been persuaded to agree to use and occupation charges till 31st January, 2018 of Rs.10,000/- per month.

9. 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 31st January, 2018;

(ii) to pay to the respondent / landlord use and occupation charges @ Rs.10,000/- per month with effect from 1st September, 2017 till 31st January, 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.

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

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

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

10. The petition is accordingly dismissed; however, subject to the petitioner / tenant complying with his undertakings aforesaid, the order of eviction is made inexecutable till 31st January, 2018.

11. 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.

12. 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 02, 2017
'pp'..