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

+ RC.REV. 360/2017 & CM No.27841/2017 (for stay)

SHARVAN KUMAR KASHYAP Petitioner
Through: Mr. Randhir Kumar, Adv.

Versus

MURTI DEVI Respondent
Through: Mr. Amit Chaudhry and Mr. Vijay
Kumar Pandey, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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30.08.2017

1. This order is in continuation of the earlier order dated 4th August, 2017.
2. The counsel for the respondent appears and states that more than seven months have already elapsed since the order of eviction and the respondent has urgent requirement of the premises. It is further stated that no rent even has been paid by the petitioner since 2012.
3. The counsel for the petitioner states that the rent has been paid till December, 2016 at the rate of Rs.150/- per month.
4. The counsel for the respondent states that the rate of rent is Rs.1,500/- per month.
5. The counsels have been persuaded to grant of time to the petitioner till 30th June, 2018.

6. The petitioner, as identified by his counsel, states that he is in exclusive control and possession of the premises with respect to which the order of eviction has been passed and in a position to furnish undertaking in the usual form.

7. The petitioner undertakes to this Court:

(i) to hand over vacant peaceful physical possession of the premises in his tenancy / possession to the respondent on or before 30th June, 2018;

(ii) to, on or before 30th September, 2017, pay to the respondent arrears of rent, with effect from the month of December, 2016 and till the month of July, 2017 @ Rs.150/- per month and for the months of August and September, 2017 pay use and occupation charges @ Rs.600/- per month;

(iii) to, with effect from the month of October, 2017 and till the month of vacation of the premises on or before 30th June, 2018, pay to the respondent, use and occupation charges @ Rs.750/- per month, month by month in advance for each month by the 10th day of 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.

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

9. The petitioner has been explained the consequences of breach of undertaking given to this Court.

10. I have otherwise satisfied myself that the order of the ADJ impugned in this petition is in accordance with law.

11. The petition is accordingly dismissed as withdrawn; however subject to the petitioner complying with his undertaking aforesaid, the order of eviction is made inexecutable till 30th June, 2018.

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

13. No costs.

RAJIV SAHAI ENDLAW, J.

AUGUST 30, 2017

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