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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RC.REV. 372/2017 & CM No.29379/2017 (for stay).
ARUN KUMAR SINGH Petitioner
Through: Mr. S.D. Dixit, Adv.
versus
RAJ KUMAR TYAGI Respondent
Through: Mr. K.P. Singh and Mr. Rakesh Muni
Tyagi, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **10.10.2017**

1. This order is in continuation of the earlier order dated 18th August, 2017.
2. The respondent / landlord has been served and the counsel for the respondent / landlord appears.
3. The counsel for the petitioner / tenant withdraws this petition and states that the petitioner / tenant will abide by the order of eviction and only seeks time of two years to vacate the premises.
4. The counsel for the respondent / landlord states that the respondent / landlord has urgent need of the premises.
5. The counsel for the respondent / landlord has however been prevailed upon to agree to grant of time till 30th September, 2019 to the petitioner / tenant to vacate the premises.
6. The counsel for the petitioner / tenant states that the petitioner / tenant is in control and possession of the entire premises from which he has been ordered to be evicted and is in a position to give an undertaking to this Court in the usual form.

7. The petitioner was a tenant at a rent of Rs.2,200/- per month which is stated to have been paid up-to-date. While according to the respondent / landlord the prevalent letting value is Rs.25,000/- per month, according to the petitioner / tenant it is Rs.3,000/- per month.

8. The petitioner / tenant stated to be present in Court undertakes to this Court to:-

- (i) hand over vacant peaceful physical possession of the premises from which he has been ordered to be evicted to the respondents / landlords on or before 30th September, 2019;
- (ii) continue to pay till the month of October, 2017 an amount at the rate of last paid rent of Rs.2,200/- per month;
- (iii) with effect from the month of November, 2017 and till 30th September, 2018, pay to the respondent / landlord compensation for use and occupation of the premises @ Rs.5,000/- per month, in advance for each month by the 10th day of each English Calendar month;
- (iv) with effect from the month of October, 2018 and till the month of vacation of the premises on or before 30th September, 2019 pay to the respondent / landlord compensation @ Rs.10,000 per month.
- (iii) clear the electricity and water dues of the premises till the date of occupation thereof, before leaving the premises; and,
- (iv) hereinafter not induct any other person into possession of the premises and to not damage the premises.

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

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

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

12. The petition is accordingly dismissed as withdrawn; however, subject to the petitioner / tenant complying with his undertakings aforesaid, the order of eviction is made inexecutable till 30th September, 2019.

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

No costs.

RAJIV SAHAI ENDLAW, J

OCTOBER 10, 2017

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