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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CM(M) 1351/2016 & CM.No.47199/2016 (for stay),
CM.No.12185/2017 (u/S 151 CPC) and CM.No.20149/2017(u/S 151
CPC)

BRIJ MOHAN GOTE WALA & ANR Petitioners
Through: Mr. Sudhanshu Batra, Sr. Adv. along
with Mr. Amit Sanduja, Adv.

Versus

PADAM CHAND VAISH & ANR Respondents
Through: Mr. Deepak Gupta & Mr. Ravi Chand
Garg, Advs. for R-1.

CORAM:
HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER
01.08.2017

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1. This petition under Article 227 of the Constitution of India impugns the order (dated 26th November, 2016 of the Rent Control Tribunal in Suit No. 61761/16 of the Rent Control Tribunal (Central), Delhi) of dismissal of appeal referred by the two petitioners against the order dated 10th November, 2015 of the Additional Rent Controller of dismissal of objections under Section 25 of the Delhi Rent Control Act, 1958 filed in execution of an order of eviction in favour of respondent No.1 and against the respondent No.2.
2. Notice of the petition was issued and order of eviction stayed.
3. None has been appearing for the respondent No.2.
4. The Senior counsel for the petitioners/tenants has at the outset only stated that the he has advised the petitioners/tenants not to press this petition save on the aspect of grant of time to vacate the premises.

5. On enquiry, it is stated that the two petitioners/tenants are exclusively in control and possession of the subject premises and none else has any claim thereto and are in a position to deliver the vacant peaceful physical possession thereof in terms of the undertaking which they are willing to furnish to the Court.

6. The counsel for the respondent No.1/landlord, though not willing, has been persuaded to grant time till 31st December, 2018 to the petitioners/tenants to vacate the premises subject to the undertaking of the petitioners/tenants being accepted by this Court.

7. On enquiry, while the Senior counsel for the petitioners/tenants under instructions states that the prevalent letting value of the shop is about Rs.10,000/- per month, the counsel for the respondent No.1/landlord states that it is over Rs.1 lakh per month.

8. The advocate for the petitioners/tenants states that he is authorised by both the petitioners/tenants to give an undertaking on their behalf and the brother of both the petitioners, Mr. Jagmohan, who is also authorised by the petitioners, is also present in the Court.

9. The counsel for the petitioners/tenants jointly and severally undertake to this Court:

- (i) to handover vacant peaceful physical possession of the subject premises qua which order of eviction has been passed, to the respondent No.1/landlord on or before 31st December, 2018;
- (ii) to, w.e.f. 1st January, 2017, pay to the respondent No.1/landlord use and occupation charges of the said premises @ Rs.30,000/- per month till 31st December, 2017 and to, with effect from

1st January, 2018, pay to the respondent No.1/landlord use and occupation charges at the rate of Rs.40,000/- per month till the month of vacation of the premises on or before 31st December, 2018 as aforesaid;

- (iii) to pay the arrears of use and occupation charges from 1st January, 2017 to 31st August, 2017 to the respondent on or before 20th August, 2017 and to w.e.f. 1st September, 2017, pay use and occupation charges 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.

10. The aforesaid undertakings of the petitioners/tenants are accepted and the petitioners/tenants/their legal representative are ordered to be bound therewith.

11. The petitioners/tenants have been explained the consequences of breach of undertaking given to this Court.

12. Subject to the petitioners/tenants complying with their undertakings aforesaid, the order of eviction is made inexecutable till 31st December, 2018.

13. It is made clear that in the event of the petitioners/tenants/their legal representatives being in breach of the undertaking or any part thereof, the respondents / landlords, besides initiating proceedings against the

petitioners/tenants/their legal representatives for breach of undertaking given to the Court, shall also be entitled to forthwith execute the order of eviction.

No costs.

Dasti under signature of Court Master.

RAJIV SAHAI ENDLAW, J

AUGUST 01, 2017
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