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

+ **RC.REV. 377/2017 & CM No.29658/2017 (for stay)**

KEDAR NATH & ANR

..... Petitioners

Through: Mr. Abhijat, Mr. Aaditya Vijay
Kumar and Mr. Parikshit Kumar,
Advts.

Versus

NARESH KUMAR

..... Respondent

Through: Mr. D.K. Rustagi and Mr. Mayank
Rustagi, Advts.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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23.08.2017

1. This order is in continuation of yesterday's order dated 22nd August, 2017.
2. The proposal of inducting the petitioners as tenants on the upper floors of the property is not acceptable to the counsel for the respondent who states that the same are required by the respondent and his family members and in fact have in the family arrangement fallen to share of some other family members of the respondent.
3. The counsel for the respondent has also argued that the respondent is in urgent need of the premises and is not willing to give time to the petitioners till 31st December, 2018 to vacate the premises and rather offers to compensate the petitioners for vacating the premises earlier.
4. The proposal of the respondent compensating the petitioners cannot be given an imprimatur of this Court.

5. The counsel for the respondent has been persuaded to agree to grant of time till 31st December, 2018 on the condition of the petitioners furnishing undertaking to this Court and the same being accepted by this Court and the petitioners paying arrears of rent and use and occupation charges for future.

6. The counsel for the two petitioners states that he has authority from both the petitioners to furnish undertaking to this Court on their behalf and Mr. Rinku Saini, son of petitioner No.2 and grandson of petitioner No.1, is present in Court. The counsel further states that he has informed the petitioners the consequence of breach of undertaking given to this Court.

7. It is further stated that the petitioners are in exclusive control and possession of the entire premises and are in a position to furnish the undertaking.

8. The petitioners undertake to this Court:

(i) to hand over vacant peaceful physical possession of the premises, from which they have been ordered to be evicted, to the respondent/landlord or respondent's heir, on or before 31st December, 2018;

(ii) to, on or before 20th September, 2017, pay to the respondent/landlord arrears of rent computed @ Rs.110/- per month with effect from 1st June, 2010 till 30th October, 2017;

(iii) to, with effect from the month of November, 2017 and till the month of vacation of the premises on or before 31st December, 2018, pay to the respondent use and occupation charges @ Rs.25,000/- per month, 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.

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

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

11. The petition is accordingly dismissed as withdrawn; however subject to the petitioners/tenants complying with their undertaking aforesaid, the order of eviction is made inexecutable till 31st December, 2018.

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

13. No costs.

14. The counsel for the respondent/landlord to furnish to the counsel for the petitioners/tenants the particulars of the bank account of the respondent/landlord in which the petitioners/tenants may deposit the charges aforesaid, as undertaken.

RAJIV SAHAI ENDLAW, J.

AUGUST 23, 2017/bs..

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