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

+ RC.REV. No.392/2017 & CM No.30519/2017 (for stay).

KIRAN DEVI

..... Petitioner

Through: Mr. V.K. Katiyar and Ms. Jasdeep
Kaur, Advs.

Versus

CHHANA MAL

..... Respondent

Through: Mr. S.D. Dixit, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **25.08.2017**

Caveat No.758/2017.

1. The counsel for the Caveator has appeared.
2. The Caveat stands discharged.

CM No.30520/2017 (for exemption).

3. Allowed, subject to just exceptions.
4. The application stands disposed of.

RC.REV. No.392/2017 & CM No.30519/2017 (for stay).

5. This Rent Control Revision Petition under Section 25B(8) of the Delhi Rent Control Act, 1958 impugns the order (dated 9th June, 2017 in E. No.12/13 (New E. No.5591/16) of the Court of Additional Rent Controller (North Westa), Rohini Courts, Delhi) after full trial, of eviction the petitioner / tenant from one shop in property bearing no.1135, Gali No.74, Deva Ram Park, Tri Nagar, Delhi – 110035.

6. After full hearing the counsel for the petitioner / tenant withdraws the petition and states that the petitioner / tenant does not want to challenge the order of eviction and will be bound thereby and only seeks two years time to

vacate the premises from which the petitioner / tenant has been ordered to be evicted.

7. The same is not agreeable to the counsel for the respondent / landlord who states that the respondent / landlord has urgent need for the premises.

8. After persuasion, the parties / counsels have agreed to grant of time till 30th August, 2018 for vacation of premises, on the terms and conditions contained herein below.

9. The counsel for the petitioner / tenant states that the petitioner / tenant alone is in control and possession of the entire premises and is in a position to give an undertaking to vacate the same and that none else is in control or possession of the premises.

10. The petitioner / tenant 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 30th August, 2018.
- (ii) to, on or before 30th September, 2017, pay to the respondent / landlord the arrears of rent computed @ Rs.350/- per month for a period of three years and for the months of October, 2017, November, 2017 and December, 2017;
- (iii) to pay to the respondent / landlord use and occupation charges for the premises @ Rs.5,000/- per month with effect from the month of January, 2018 till the month of vacation of the premises on or before 30th August, 2018, 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.

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

8. The petitioner / tenant through Advocate 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 as withdrawn; however, subject to the petitioner / tenant complying with her undertaking aforesaid, the order of eviction is made inexecutable till 30th August, 2018.

11. It is made clear that in the event of the petitioner / tenant / her legal representative being in breach of the undertaking or any part thereof, the respondent / landlord besides initiating proceedings against the petitioner / tenant / her 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.

13. No costs.

RAJIV SAHAI ENDLAW, J.

AUGUST 25, 2017
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