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

+ RC.REV. No.419/2017 and CM No.32319/2017 (for stay).

RAFIQ

..... Petitioner

Through: Mr. S.H. Nizami and Mr. S.S.
Nizami, Advs.

versus

BHAG SINGH

..... Respondent

Through: Mr. Braham Singh, Mr. Rohit
Vidhudi and Mr. N.S. Vidhudi, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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05.09.2017

Caveat No.796/2017.

1. The counsel for the caveator has appeared.
2. The caveat stands discharged.

CM No.32320/2017 (for exemption).

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

RC.REV. No.419/2017 and CM No.32319/2017 (for stay).

5. This Rent Control Revision Petition under Section 25B(8) of the Delhi Rent Control Act, 1958 impugns the order (dated 27th May, 2017 in E.No.5035/2016 (old no.01/2015) of the Court of Rent Controller (South-East) District, Saket Court Complex, New Delhi) of eviction after full trial of the petitioner from one shop and one room at ground floor, one room at first floor, kitchen on second floor of property H. no.198/15(C), Garhi, Ramesh Market, East of Kailash, New Delhi – 110 065.

6. After full hearing, the counsel for the petitioner / tenant under instructions from petitioner / tenant present in Court states that the petitioner / tenant does not press this petition and withdraws the same and will be bound by the order of eviction impugned in the petition and only seeks time of five years to vacate the premises.

7. It is further stated that the petitioner / tenant is in exclusive control and possession of the premises with respect to which the order of eviction has been passed and is in a position to furnish undertaking in the usual form.

8. The counsel for the respondent / landlord states that the order of eviction will become executable on 26th November, 2017 and since the respondent / landlord has urgent need for the premises for his self use, the petitioner / tenant can at best be given a few months' time.

9. After persuasion, the counsels under instructions of their respective clients have been persuaded to agree to time till 30th June, 2019 for vacation of the premises but on the condition that the petitioner / tenant for occupation of the premises after November, 2017 reasonably compensates the respondent / landlord for the inconvenience caused to the respondent / landlord by grant of time.

10. The petitioner / tenant, as identified by his Advocate, 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 June, 2019;
- (ii) to, on or before 30th September, 2017, pay to the respondent / landlord the arrears of rent @ Rs.400/- per month w.e.f.

1st February, 2015 till 30th September, 2017;

- (iii) to, for the months of October, 2017 and November, 2017, pay at the rate of last paid rent i.e. Rs.400/- per month to the respondent / landlord month by month, in advance for each month by the 10th day of each English Calendar month;
- (iv) to pay to the respondent / landlord use and occupation charges @ Rs.3,000/- per month with effect from December, 2017 till 31st December 2018, and for the months of January, 2019 and till the month of vacation on or before 30th June, 2019 @ Rs.5,000/-, month by month, in advance for each month by the 10th day of each English Calendar month;
- (v) to clear the electricity and water dues of the premises till the date of occupation thereof, before leaving the premises; and,
- (vi) to hereinafter not induct any other person into possession of the premises and to not damage the premises.

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

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

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

14. 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 June, 2019.

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

16. 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.

No costs.

RAJIV SAHAI ENDLAW, J

SEPTEMBER 05, 2017

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