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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RC.REV. No.430/2017& CM No.34010/2017 (for stay).
TARUN MEHTA Petitioner
Through: Mr. Dhruv Rohatgi, Adv.
versus
PADAM CHAND JAIN & ANR Respondents
Through: Mr. Ajay Gupta and Ms. Surbhi
Gupta, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **18.09.2017**

Caveat No.820/2017.

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

CM No.34011/2017 (for exemption).

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

RC.REV. No.430/2017& CM No.34010/2017 (for stay).

5. This Rent Control Revision Petition under Section 25B(8) of the Delhi Rent Control Act, 1958 impugns the order (dated 7th March, 2017 in E.No.85/17 (New E. No.67/17 of the Pilot Court (Central) Tis Hazari Courts, Delhi) of dismissal of the application filed by the petitioner for leave to defend the petition for eviction under Section 14(1)(e) of the Act filed by the two respondents and the consequent order of eviction of the petitioner from first floor without roof right of the property no.86-87, Chandni Chowk, Delhi – 110006.

6. After full arguments, the counsel for the petitioner / tenant under instructions from the petitioner / tenant present in Court states that the petitioner / tenant does not want to press this petition and withdraws the same and will abide by the order of eviction and only seeks extension of time till 30th September, 2018 to vacate the premises.

7. Though the counsel for the respondents / landlords appears on caveat but owing to vital errors, claimed to be typographical, in the petition for eviction from which this petition arises and which being on account of mistake of the counsel in signing and filing the petition for eviction without reading, it is not deemed appropriate to take the consent of the respondents / landlords before extending the time or to impose any conditions of payment of compensation by the petitioner / tenant to the respondents / landlords.

8. The petitioner / tenant as identified by his Advocate undertakes to this Court:-

- i) to 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, 2018;
- (ii) to continue to pay compensation at the rate of last paid rent till the month of vacation of the premises on or before 30th September, 2018;
- (iii) to clear the electricity and water dues of the premises till the date of occupation thereof, before leaving the premises; and,
- (iv) to 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, 2018.

13. 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 respondents / landlords, 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

SEPTEMBER 18, 2017

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