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

- RC.REV. 487/2017, CM Nos.38858/2017 (for stay) & 38859/2017
(for condonation of delay of 11 days in re-filing)

DEEPAK MALHOTRA Petitioner
Through: Mr. Mayank Rajawal, Advocate
versus

MAHENDER KAUR (SINCE DEACASED)
THR LEGAL HEIR Respondent
Through: Mr. Ajay Kumar, Mr. Sandeep, Advs.
along with Respondent-in-person

CORAM:
HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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20.11.2017

1. This order is in continuation of the earlier order dated 30th October, 2017.
2. The respondent is reported to be served and appears through counsel.
3. The counsel for the respondent states that the respondent has no shop available in the rear portion of the property to offer to the petitioner.
4. The petitioner, present in person, then seeks one year's time to vacate the shop from which he has been ordered to be evicted.
5. The counsel for the respondent, on enquiry, states that the prevalent letting value of the said shop is Rs.50,000/- per month.
6. The petitioner states that he will pay Rs.20,000/- per month for the time so granted to him.

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7. The petitioner, on enquiry further states that the petitioner is in control and possession of the entire premises with respect to which order of eviction impugned in this petition has been passed and is in a position to give undertaking in the usual form to this Court.

8. The respondent, through counsel, has been persuaded, for the sake of finality, to grant of time.

9. The petitioner undertakes to this Court to:

- (i) hand over vacant, peaceful physical possession of the premises with respect to which order of eviction has been passed, to the respondent, on or before 31st October, 2018;
- (ii) to pay use and occupation charges to the respondent, with effect from the month of December, 2017 and till 30th June, 2018 @ Rs.25,000/- per month and with effect from the month of July, 2018 till the month of vacation of the premises on or before 31st October, 2018 @ Rs.30,000/- per month;
- (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.

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

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

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12. The petition is dismissed as withdrawn; however, subject to the petitioner/tenant complying with his undertaking aforesaid, the order of eviction is made inexecutable till 31st October, 2018.

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

No costs.

NOVEMBER 20, 2017
Pk..

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RAJIV SAHAI ENDLAW, J

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