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IN THE HIGH COURT OF DELHI AT NEW DELHI

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RC.REV. 456/2017 & CMs No.36368/2017 (for stay) & 36371/2017
(for consideration of subsequent events)

KANWALJEET SINGH MONGA

..... Petitioner

Through: Mr. Sanjeev Sindhwani, Sr. Adv. with
Mr. G.S. Charya, Adv. with petitioner
in person.

Versus

ROHIT ARYA

..... Respondent

Through: Mr. B.L. Chawal, Adv. with
respondent in person.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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09.11.2017

1. This order is in continuation of the earlier order dated 10th October, 2017.
2. The respondent is reported to be served with notice ordered to be issued and the counsel for the respondent appears.
3. The senior counsel for the petitioner, under instructions, seeks two years time to vacate the premises.
4. The counsel for the respondent contends that the respondent has already secured possession of shop No.1 and the requirement pleaded was of shop No.1 as well as shop No.3 in possession of the petitioner and if the respondent does not immediately get possession of shop No.3, he will be unable to beneficially use shop No.1 also. He thus opposes grant of any time.

5. After some parleys, the counsel for the respondent, for the sake of finality, has been persuaded to agree on the terms herein appearing.

6. The petitioner stated to be present in the Court and as identified by the counsel for 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 30th June, 2019;

(ii) with effect from the month of November, 2017 (when the order of eviction became executable) (and with the amount for the month of November, 2017 being payable along with the amount for the month of December, 2017) and till 31st December, 2018, pay to the respondent use and occupation charges @ Rs.25,000/- per month in terms of *Atma Ram Properties (P) Ltd. Vs. Federal Motors Pvt. Ltd.* (2005) 1 SCC 705; and with effect from the month of January, 2019 and till the month of vacation of the premises on or before 30th June, 2019, pay to the respondent use and occupation charges @ Rs.50,000/- per month, month by month, all in advance for each month by the 10th day of English Calendar month;

(iv) clear the electricity and water dues of the premises till the date of occupation thereof, before leaving the premises; and,

(v) 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/his legal representatives are ordered to be bound therewith.

8. The petitioner/tenant 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 his undertaking aforesaid, the order of eviction is made inexecutable till 30th June, 2019.
11. 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/landlord, 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.
12. The counsel for the petitioner has today before the Court paid appears of rent till the month of October, 2017 to the counsel for the respondent by demand draft and which has been accepted by the counsel for the respondent without prejudice to his right and contentions.

No costs.

RAJIV SAHAI ENDLAW, J.

NOVEMBER 09, 2017

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