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

+ RC.REV. 462/2017 & CM No.37160/2017 (for stay)

RAZIA & ORS

..... Petitioners

Through: Mr. S.D. Ansari and Mr. I. Ahmed,
Adv.

Versus

RAISA BEGUM

..... Respondent

Through: Mr. Amit Gupta, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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13.11.2017

1. This order is in continuation of the earlier order dated 16th October, 2017.
2. Though the petitioners did not take any steps for service of respondent but the counsel for the respondent appears on seeing the matter in the Cause List.
3. The counsel for the respondent states that warrants of possession have already been issued.
4. The petitioners have not paid *ad hoc* compensation of Rs.10,000/- also to the respondent as was directed on 16th October, 2017.
5. The counsel for the petitioners states that he will pay the said amount on or before 20th November, 2017 through the counsel for the respondent.
6. The petitioners have already on 16th October, 2017 withdrawn this petition and notice was issued only on the aspect of grant of time to vacate the premises.

7. The petitioners jointly and severally undertake 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, 2018;
 - (ii) pay Rs.10,000/- to the respondent through counsel on or before 20th November, 2017;
 - (iii) on or before 30th November, 2017, pay arrears of rent to the respondent with effect from 1st October, 2014 till the month of September, 2017 @ Rs.600/- per month;
 - (iv) with effect from the month of December, 2017 and till 31st March, 2018 pay to the respondent use and occupation charges @ Rs.2,500/- per month, month by month, in advance for each month by 10th day of each English calendar month;
 - (v) with effect from the month of April, 2018 and till the month of vacation of the premises on or before 30th June, 2018 pay to the respondent use and occupation charges @ Rs.5,000/- per month, month by month, in advance for each month by the 10th day of each English Calendar month;
 - (vi) clear the electricity and water dues of the premises till the date of occupation thereof, before leaving the premises; and,
 - (vii) hereinafter, not induct any other person into possession of the premises and to not damage the premises.
8. The aforesaid undertakings of the petitioners/tenants are accepted and the petitioners/tenants/their legal representatives are ordered to be bound therewith.

9. The petitioners/tenants have been explained the consequences of breach of undertaking given to this Court.

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

11. The petition is accordingly dismissed as withdrawn, however subject to the petitioners/tenants complying with their undertaking aforesaid, the order of eviction is made inexecutable till 30th June, 2018.

12. It is made clear that in the event of the petitioners/tenants/their legal representatives being in breach of the undertaking or any part thereof, the respondent/landlord, besides initiating proceedings against the petitioners/tenants/their legal representatives for breach of undertaking given to this Court, shall also be entitled to forthwith execute the order of eviction.

No costs.

RAJIV SAHAI ENDLAW, J.

NOVEMBER 13, 2017

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