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

+ **RC.REV. 503/2017**

MAHESH KUMAR GUPTA Petitioner

Through: Ms. Sonali Malhotra, Adv.

Versus

MEENAXI YADAV Respondent

Through: Mr. Ajay Gupta and Ms. Surbhi Gupta, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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14.11.2017

1. This order is in continuation of the earlier order dated 6th November, 2017.
2. Though the report of service of the respondent / landlord is awaited but the counsel for the respondent / landlord appears.
3. The counsel for the respondent / landlord besides opposing the grant of any time, contending that the respondent / landlord has urgent need for the premises, also states that the petitioner / tenant has intentionally avoided to pay even the rent due.
4. However, after some persuasion and for the sake of finality, the parties, through counsels, have been persuaded.
5. The petitioner / tenant undertakes to this Court:
 - (i) to 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 December, 2018;
 - (ii) to, on or before 30th November, 2017, pay to the respondent arrears of rent for 52 months @ Rs.2,000- per month;

(iii) to, with effect from the month of December, 2017 (when the order of eviction will become executable), till 30th June, 2018, pay use and occupation charges to the respondent @ Rs.20,000/- per month; month by month, in advance each month by 10th day of each English calendar month;

(iv) to, with effect from the month of July, 2018 and till the month of vacation of the premises on or before 31st December, 2018, pay to the respondent use and occupation charges @ Rs.25,000/- per month, month by month, in advance for each month by the 10th day of 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.

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

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

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

9. 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 31st December, 2018.

10. 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.

No costs.

RAJIV SAHAI ENDLAW, J.

NOVEMBER 14, 2017

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