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

+ **RC.REV. 512/2017**

BISHAN PAWAR

..... Petitioner

Through: Mr. Sunil K. Mittal, Mr. Vipin K.
Mittal & Ms. Aanchal Mittal, Advs.

Versus

DAYAWATI

..... Respondent

Through: Mr. Kirti Uppal, Sr. Adv. with Ks.
Naina Kejriwal & Mr. Harsh Kumar,
Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **10.11.2017**

Caveat No.968/2017

1. The counsel for the respondent / caveator has appeared.
2. The caveat stands discharged.

CM No.40588/2017 (for exemption)

3. Allowed, subject to just exceptions.
4. The application is disposed of.

RC.REV. 512/2017 & CM No.40587/2017 (for stay)

5. This Rent Control Revision Petition under Section 25B(8) of the Delhi Rent Control Act, 1958 impugns the order [dated 24th May, 2017 in Case No.E-258/2017 of the Court of Additional Rent Controller, District Central, Tis Hazari Courts, Delhi] of dismissal of the application of the petitioner/tenant for leave to defend the petition for eviction under Section 14(1)(e) of the Act filed by the respondent and the consequent order of eviction of the petitioner/tenant from Shop No.E-16/1291-1292 (erroneously

mentioned in the impugned order as E-6), Ground Floor, Bapa Nagar, Padam Singh Road, Karol Bagh, New Delhi.

6. After full arguments, the counsel for the petitioner/tenant states that the petitioner/tenant does not press this petition and will abide by the order of eviction impugned in this petition and withdraws this petition and confines the relief claimed herein only to grant of time to vacate the premises.

7. On enquiry, it is informed that the petitioner/tenant is in exclusive control and possession of the entire premises with respect to which the order of eviction has been passed and is in a position to give undertaking to this Court in the usual form.

8. The senior counsel for the respondent/landlord has advised the respondent/landlord to, for the sake of finality, agree to grant of time notwithstanding the protest of the respondent / landlord on the ground of urgent need of the premises.

9. The petitioner/tenant stated to be present in Court and as identified by the counsel for the petitioner/tenant, 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 March, 2019;
- (ii) with effect from 1st December, 2017 (as the order of eviction becomes executable on 23rd November, 2017) pay to the respondent/landlord use and occupation charges at the rate of Rs.5,000/- per month till 30th June, 2018 and at the rate of

Rs.10,000/- per month with effect from 1st July, 2018 till 31st December, 2018 and at the rate of Rs.15,000/- per month with effect from 1st January, 2019 till the month of vacation of the premises on or before 31st March, 2019, month by month, 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.

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.

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

13. 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 March, 2019.

14. 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 the Court, shall also be entitled to forthwith execute the order of eviction.

No costs.

Dasti under signature of Court Master.

RAJIV SAHAI ENDLAW, J

NOVEMBER 10, 2017

‘gsr’..