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

RC.REV. 585/2015 & CMs No.25419/2015 (for stay) & 24099/2017
(for taking on record subsequent events)

NIZAMUDDIN Petitioner

Through: Mr. Dinesh Garg, Adv.

Versus

MAYA DEVI Respondent

Through: Mr. Girish Chandra and Mr. Gaurav
Tyagi, Adv.

AND

+ RC.REV. 591/2015 & CMs No.25765/2015 (for stay) & 24098/2017
(u/S 151 CPC)

KRISHAN KUMAR GUPTA Petitioner

Through: Mr. Dinesh Garg, Adv.

Versus

MAYA DEVI Respondent

Through: Mr. Girish Chandra and Mr. Gaurav
Tyagi, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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25.09.2017

1. These Rent Control Revision Petitions, both under Section 25B(8) of the Delhi Rent Control Act, 1958 impugn the order (both dated 18th August, 2015 in E No.04/2015 (Old E No.03/2014) UID No.02402C0002422014 and E No.05/2015 (Old E No.01/2014) UID No.02402C0002442014 and both of the Additional Rent Controller (ARC) (North-East), Karkardooma Courts, Delhi) of dismissal of application filed by the petitioner in each of the Rent Control Revision Petition for leave to defend the petition for eviction under

Section 14(1)(e) of the Act filed by the respondent/landlord and the consequent order of eviction of the petitioner in each of the petitions from private shop No.2 and private shop No.1 respectively in property No.C-15/7, Gali No.1, School Marg, Near Bus Stop, Bhajanpura, Delhi-110053.

2. The petitions were entertained and notice thereof ordered to be issued.
3. In both the petitions, vide interim orders dated 13th May, 2016 stay of the order of eviction impugned was granted subject to the petitioner paying to the respondent compensation @ Rs.5,000/- per month. The same is stated to have been paid. The counsels have been heard and the record perused.
4. After full hearing, the counsel for the petitioner in both the petitions under instructions from the petitioner in each of the petitions states that neither of the two petitioners press these petitions and withdraw the same and confine the relief claimed in these petitions only to grant of two years' time to vacate the premises. It is stated that each of the petitioner is in exclusive control and possession of the premises from which he has been ordered to be evicted and is in a position to give undertaking to this Court in usual form.
5. The counsel for the respondent states that the respondent has urgent need for the premises and is already suffering because of pendency of these petitions.
6. The counsel for the respondent/landlady has been prevailed upon to agree to grant of time till 31st December, 2018, for the sake of finality and certainty.
7. The petitioner in each of the petitions 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 December, 2018;
- (ii) continue to pay to the respondent use and occupation charges @ Rs.5,000/- per month till 30th June, 2018 and to pay use and occupation charges @ Rs.7,500/- per month with effect from the month of July, 2018 and till the month of vacation of the premises in respective occupation on or before 31st December, 2018, month by month, in advance for each month by the 10th day of English Calendar month;
- (iii) clear the electricity and water dues of the premises till the date of occupation thereof, before leaving the premises; and,
- (iv) hereinafter, not induct any other person into possession of the premises and to not damage the premises.

8. The aforesaid undertakings of each of the petitioner are accepted and the petitioner/tenant/his legal representative are ordered to be bound therewith.

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

10. I have otherwise satisfied myself that the order of the ARC impugned in these petitions is in accordance with law.

11. The petitions are accordingly dismissed as withdrawn; however subject to each of the petitioner/tenant complying with his undertaking aforesaid, the order of eviction is made inexecutable till 31st December, 2018.

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

13. No costs.

14. The counsel for the respondent/landlord to furnish to the counsel for the petitioner/tenant the particulars of the bank account of the respondent/landlord in which the petitioner/tenant may deposit the charges aforesaid as undertaken.

RAJIV SAHAI ENDLAW, J.

SEPTEMBER 25, 2017

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