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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RC.REV. No.606/2015 & CM No.27127/2015 (for stay).
CHANDER KIRAN GUPTA Petitioner
Through: Mr. Ankur Mahindro and Mr. Shresth
Choudhary, Advs.

versus

SUNITA SHARMA Respondent
Through: Mr. O.P. Aggarwal, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **20.07.2017**

1. This Rent Control Revision Petition under Section 25B(8) of the Delhi Rent Control Act, 1958 impugns the order (dated 19th May, 2015 of the Court of the Civil Judge-cum-Additional Rent Controller-Commercial Civil Judge (North-East), Court No.60, Karkardooma Courts, Delhi in E.No.115/09 filed by the respondent for eviction of the petitioner from shop bearing no.A-5, Chanderlok, Mandoli Road, Shahdara, Delhi – 110 093) of dismissal of the application of the petitioner / tenant for leave to defend and consequent order of eviction in favour of the respondent / landlady and against the petitioner / tenant.
2. The petition was entertained and notice thereof ordered to be issued.
3. Vide subsequent order dated 13th May, 2016, in accordance with the judgment in *Atma Ram Properties (P) Ltd. Vs. Federal Motors (P) Limited* (2005) 1 SCC 705, the condition of payment by the petitioner / tenant to the respondent / landlady of a sum of Rs.6,000/- per month instead of the rent earlier payable by the petitioner / tenant of Rs.300/- per month according to

the petitioner / tenant and Rs.1,000/- per month according to the respondent / landlady, was imposed for continuance of stay of order of eviction.

4. The counsel for the petitioner / tenant and the counsel for the respondent / landlady have been heard.

5. During the course of hearing, one of the contentions of the counsel for the petitioner / tenant is that the need of the respondent / landlady for the shop in the tenancy of the petitioner stands satisfied owing to the respondent / landlady during the pendency of the petition having obtained possession of another shop in the same property and which shop was earlier in the tenancy of M/s. S.M. Saree Centre.

6. The counsel for the respondent / landlady though has not disputed vacation of the shop earlier in the tenancy of M/s. S.M. Saree Centre but has contended that the shop which was earlier in the tenancy of M/s. S.M. Saree Centre is not on the main road and the shop in the tenancy of the petitioner / tenant is on the main road and the shop which has been vacated by M/s. S.M. Saree Centre is thus not alternative suitable accommodation for the requirement of the respondent / landlady; rather the counsel for the respondent / landlady has stated that if the petitioner / tenant desires, he can take the shop which has been vacated by M/s. S.M. Saree Centre.

7. The counsel for the petitioner / tenant under instructions from the petitioner / tenant present in Court has accepted the aforesaid offer.

8. It is thus agreed that:-

- (i) that the petitioner / tenant shall, on or before 31st October, 2017, vacate the shop with respect to which order of eviction

has been passed and against which order this petition has been preferred, and deliver vacant peaceful physical possession thereof to the respondent / landlady / her heirs.

- (ii) The petitioner / tenant, till the month of vacation of the shop from which he has been ordered to be evicted, shall continue to comply with the order dated 13th May, 2016.
- (iii) The possession of the shop earlier in the tenancy of M/s. S.M. Saree Centre shall be delivered by the respondent / landlady to the petitioner / tenant simultaneously with the petitioner / tenant vacating the shop with respect to which eviction order has been passed.
- (iv) The rent payable by the petitioner / tenant for the shop earlier in occupation of M/s. S.M. Saree Centre shall be at Rs.4,000/- per month for one year and Rs.5,000/- per month for remaining four years and the petitioner / tenant shall subject to such regular timely payment of rent and complying with other obligations as a tenant shall be entitled to continue in occupation of the said shop for a period of five years from the date of being put in possession.
- (v) The parties, after the expiry of the said period of five years, shall be entitled to mutually renew the lease.
- (vi) A separate Lease Deed shall be executed between the respondent / landlady and the petitioner / tenant with respect to the said shop earlier in occupation of M/s. S.M. Saree Centre.

9. Both parties furnish undertakings to this Court in terms of above.
10. The parties have been explained the consequences of breach of undertaking given to the Court.
11. The undertakings of the parties are accepted and the parties are ordered to be bound thereby.
12. It is however clarified that the said undertaking does not extend to vacation by the petitioner / tenant of the shop to be now let out to him or to payment of rent thereof; all disputes, if any, with respect to said shop shall be subject matter of fresh proceedings.
13. Else, I am satisfied that the order of eviction impugned in this petition is in accordance with law.
14. The petition is thus dismissed; however subject to the parties complying with their undertakings aforesaid, the petitioner / tenant is granted time till 31st October, 2017 to vacate the premises from which he has been ordered to be evicted.

The parties to bear their own costs.

RAJIV SAHAI ENDLAW, J

JULY 20, 2017

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