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

+ **RC.REV. 30/2016**

DROPTI DEVI AND ORS

..... Petitioners

Through: Mr. D.K. Rustagi and Mr. Mayank
Rustagi, Advs.

versus

AJAY SHARMA

..... Respondent

Through: Ms. Anita Sahani, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **27.02.2018**

CM No.7558/2018 (of the petitioners under Section 151 CPC).

1. Though this application has been filed seeking review of my order dated 9th November, 2017 fixing the *mesne* profits payable by the petitioners/applicants during the pendency of the Rent Control Revision Petition but during the hearing of this application an overall settlement has been arrived at between the parties stated to be present in person.

2. The application is thus disposed of.

RC.REV. 30/2016.

3. The petitioner no.2 Mr. Ramesh Rustagi present in person states that he is authorised to give undertaking to this Court on behalf of all the petitioners and to enter into settlement with the respondent on behalf of petitioner No.1 who is his mother and petitioners No.3&4 who are his nephews.

4. The petitioners state that they do not want to press this petition and withdraw the same and will remain bound by the order of their eviction impugned in this petition and admit the same to be correct. The petitioners

undertake to this Court to handover vacant peaceful physical possession of the entire premises in their occupation and with respect to which the order of eviction has been passed, on or before 30th April, 2018 and before the said date also clear all electricity charges with respect to the said premises for the period of occupation of the petitioners.

5. The respondent states that subject to the undertaking of the petitioners being accepted by this Court and the petitioners complying with their undertaking and further subject to the petitioners, before the date of vacation of the premises paying *mesne* profits w.e.f. 1st February, 2016 till the month of occupation of the premises at a rate of Rs.5,000/- per month (as offered by petitioners themselves) instead of at the rate of Rs.1,10,000/- per month as ordered on 9th November, 2017, the respondent will be left with no claim whatsoever against the petitioners including in the other legal proceedings *inter se* the parties especially the suit for recovery of *mesne* profits and all claims between parties shall stand settled in terms of this compromise.

6. The counsels state that it has further been agreed that if the petitioners are in breach of their undertaking or fail to pay *mesne* profits as aforesaid, the respondent, besides proceeding against the petitioners for violation of undertaking given to this Court, shall also be entitled to recover from the petitioners the amounts ordered on 9th November, 2017 and to pursue the other claims of the respondent against the petitioners.

7. The aforesaid compromise is found to be lawful and is allowed.

8. The undertakings of the petitioners are accepted and the petitioners ordered to be bound therewith and informed of consequences of breach of undertaking given to this Court.

9. The Revision Petition is disposed of in terms of the aforesaid compromise.

10. The date of 17th July, 2018 is cancelled.

Dasti.

RAJIV SAHAI ENDLAW, J

FEBRUARY 27, 2018

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