

\$~19

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

+ **RFA 401/2017 & CM APPL. 15034/2017 (Stay)**

KULDEEP KUMAR BHATT

..... Appellant

Through: Mr. Anuj Kr. Ranjan, Advocate (M-9289874307) along with Appellant in person.

versus

RAJIV VERMA

..... Respondent

Through: Mr. Vinod Sharma, Mr. Hitesh Bhardwaj & Mr. Sandeep Khairwal, Advocates (M-9811829249) along with Respondent in person.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

%

21.02.2018

1. The present appeal has been preferred against the judgment and decree dated 18th November, 2016 by which a decree for possession has been granted in favour of the Plaintiff/Respondent for the suit property bearing Flat No. Flat No. A-18, Ground Floor (comprising of three bed rooms, one drawing cum dining room, one kitchen, toilets/bathroom etc. situated in the layout plan of Arya Nagar, Cooperative Group Housing Society Limited built on the plot No. 91, known as Arya Nagar Apartments) IP Extension Patparganj, Delhi-92 (*'suit property'*).

2. The Appellant and Respondent are present today and the matter was listed for hearing. During the course of hearing, the parties have arrived at an amicable resolution of the dispute on the following terms and conditions:

- i) The Appellant undertakes to hand over vacation and peaceful possession of the suit property on or before 31st August, 2018;
- ii) The Appellant undertakes to pay admitted the monthly rent of Rs. 20,000/- per month on or before 20th of every month. The said payment shall be made by way of Demand Draft in the name of the Respondent;
- iii) The total outstanding amount for use and occupation of the premises, as directed by the trial court, is Rs. 3,80,000/-. The same shall be paid in the following manner:

- a) First instalment of Rs.50,000/- by 20th April, 2018;
- b) Second instalment of Rs.50,000/- by 20th June, 2018;
- c) Third instalment of Rs.50,000/- by 20th August, 2018;
- d) Fourth instalment of Rs.50,000/- by 20th October, 2018;
- e) Fifth instalment of Rs.50,000/- by 20th December, 2018;
- f) Sixth instalment of Rs.50,000/- by 20th February, 2019;
- g) Seventh instalment of Rs.50,000/- by 20th April, 2019;
- h) The eight and last instalment of Rs.30,000/- by 20th June, 2019;

The Appellant undertakes and assures the court that there would be no default in payments.

- (iv) The appellant shall not transfer and alienate or part with possession of the suit property during this period. The entire arrears shall be cleared by sixteen months i.e. 20th June, 2019.
- (v) The appellant shall not cause any damage to the suit property.
- (vi) The appellant shall continue to pay and shall clear all electricity, water and other charges including society maintenance charges, etc. till 31st August 2018, prior to handing over the possession of the suit property.

6. The above undertakings given by the Appellant are accepted by the court. The Appellant shall file an affidavit of undertaking containing the above terms within a period of ten days from today. Parties shall abide by the terms of the settlement recorded above. Any default in payments by the Appellant would entitle the Respondent to seek immediate vacation of the suit property.
7. The Appellant Mr. Kuldip Kumar Bhatt and the Respondent Mr. Rajiv Verma who are present in court shall append their signatures below as a token of acceptance of terms stated above.
8. Since the payment of the arrear amount is going beyond the period by when the Appellant has to vacate the suit property, at the time of handing over vacant and peaceful possession, the Appellant shall intimate his new address along with other contact details including his e-mail and mobile number to the Respondent.
9. The impugned judgment/decreed is modified in the above terms.
10. The appeal is disposed of as settled. All pending applications are disposed of accordingly.

PRATHIBA M. SINGH, J

FEBRUARY 21, 2018

R/Pallavi