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* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ RSA 267/2017, C.M.Nos. 42603 to 42605/2017

GUL HASAN

..... Appellant

Through: Mr. Nishant Das, Ms. Vishakha Gupta, Advocates with Appellant in person.

Versus

ROHIT MALIK & ANR.

..... Respondents

Through: Mr. Vikrant Choudhary, Mr. Diwanshu Sehgal and Mr. Prince Chauhan and Mr. Price Chauhan, Advocates for the Respondents with Respondents in person

CORAM:

HON'BLE MR. JUSTICE NAJMI WAZIRI

ORDER

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11.01.2018

The learned counsel for the appellant (lessee) submits that during the tenure of his tenancy in the suit property i.e. A-20, Sarai Peepal Thala Extension, Khasra No. 429/135/1, Ground Floor, Adarsh Nagar, G.T. Road, Delhi, he had carried out major renovations in the leased premises resulting in enhancement of its usability and economic value; that there was an oral agreement between the lessor and the lessee to the effect that upon expiry of the subsisting tenure, the tenant would be allowed to continue for a like tenure on the same lease rent, especially since he had made the renovations/improvements in the premises at his own cost which was to enure to the benefit of the lessor, but the tenant was suddenly asked to vacate the

premises; nevertheless the tenant is ready and willing to pay 50% enhanced/ market rent i.e. Rs.7,500/- per month.

The case was passed over for the parties to seek instructions. They state upon instructions that the parties have arrived at a settlement and that the case be disposed off in the following terms:

1. The tenant has agreed that he is in arrears of an amount of Rs. 1.80 lacs for the period January, 2015 to December, 2017 and will pay these arrears along with enhanced rent of Rs. 7,500/- per month w.e.f. 15.01.2018 i.e. till he occupies the premises. The payment shall be made as under:

(i). 50% of the arrears i.e. Rs.90,000/- alongwith two months' rent @ Rs. 7500/- per month shall be paid in the first instance i.e. Rs.1,05,000/- shall be paid by the appellant on or before 19.01.2018 into the Bank Account No.3075000101766851 of the respondent maintained with the Punjab National Bank, Rajinder Nagar Fire Station Branch, Delhi (IFSC No.R565). Of this, a sum of Rs.15,000/- shall be paid by the appellant on or before 15.01.2018 and the remaining amount of Rs.90,000/- shall be paid on or before 19.01.2018 into the aforesaid Bank account of the respondent.

(ii) The remaining arrears of Rs.90,000/- shall be paid by the appellant in six equal monthly instalments of Rs.15,000/- each alongwith rent of Rs.7,500/- for that month on or before the 15th day of the Gregorian calendar month, into the aforesaid Bank Account of the respondent.

2. The tenancy shall expire on the 15th August, 2018, on which date the appellant shall, unless otherwise agreed upon, vacate the premises and hand it over peacefully to the respondent.

3. Any infraction of this order, either in payment of the quantum or the

time shall be visited with costs of Rs.5,000/- to be deposited in the said bank account of the respondent. However, if the infraction continues for more than 20 days, the premises shall be liable to be vacated immediately and the respondent shall have a right to re-enter the premises forthwith.

The appellant is present in the Court and has been identified by his counsel. He has filed an affidavit in terms of the aforesaid settlement. It is taken on record. He undertakes to abide by the terms of the affidavit. His undertaking is accepted.

In view of the aforesaid, the learned counsel for the respondent submits that he will not press for any precipitate relief or action against the appellant in any other proceedings and that he will withdraw all pending proceedings against the appellant forthwith.

In these circumstances, the appeal, alongwith pending applications, stands disposed off in terms of the above and the affidavit/ undertaking filed by the appellant.

A copy of this order be given *dasti* to the learned counsel for the parties under the signature of the Court Master.

NAJMI WAZIRI, J.

JANUARY 11, 2018/acm/sb