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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RC.REV. 22/2016 & CM APPL. 1671/2016, CM APPL. 33448/2018
BALRAJ SINGH Petitioner

Through: Mr. SK Gandhi, Adv.

versus

KAMAL KUMAR CHITKARA Respondent
Through: Mr. Mohit Gupta, Adv.

CORAM:
HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER
% **04.09.2018**

The matter is indicated to be referred to mediation for 29.01.2018 and taken up on CM APPL. 33448/2018, a joint application filed on behalf of the petitioner and the respondent, which is submitted on the record and is directed to be registered and numbered.

The said application has apparently been filed pursuant to proceedings dated 19.01.2018 whereby the parties had been referred to the Delhi High Court Mediation and Conciliation Centre for exploring the possibilities of an amicable settlement with it having been directed to the effect that in the event of the parties reaching an amicable resolution, they would have the liberty to approach the Court by way of a joint application during interregnum. The mediation report dated 05.03.2018 is on the record indicating that the

matter was sent back as a “Non-Starter”. The parties appear to have settled the matter *inter se* and thus moved the present application under consideration dated 01.09.2018 submitting to the effect that in terms of the settlement arrived at between the parties, the petitioner has undertaken to hand over the complete vacant/physical possession of the premise in question bearing no. H.No.74, Ground Floor, Patel Cooperative Housing Society, Sector-13, Rohini, Delhi to the respondent on or before 31.12.2018 and has undertaken to pay to the respondent a total sum of Rs.51,200/- towards the arrears of rent w.e.f. 01.01.2016 to 31.08.2018 and will continue to pay Rs.1600/- per month as rent for the premises in question for the period 01.09.2018 to 31.12.2018.

The petitioner present in person identified by his counsel present has made his statement in consonance with the averments made in the application qua the application Ex.CW1/A and has testified to having signed the same and the affidavit annexed thereto voluntarily. He states in reply to a specific Court query that he is a graduate and he is aware of the contents of the application and that he undertakes to abide by the terms thereof and undertakes to vacate the tenanted premises by 31.12.2018 and has also handed over a cheque bearing no. 000159 dated 04.09.2018 for a sum of Rs.51,200/- drawn on the Karur Vysya Bank, copy of which is Ex.CW1/C towards the arrears of rent from 01.01.2016 to 31.08.2018 and another cheque bearing no.000160 dated 04.09.2018 for a sum of Rs.6400/- for rent w.e.f. 01.09.2018 to 31.12.2018 drawn on the Karur Vysya Bank to

the respondent and undertakes that the said cheques would be honoured on presentation. Copy of the cheque bearing no. 000160 dated 04.09.2018 be placed on record by the petitioner.

Learned counsel for the respondent submits that in view of the statement made by the petitioner and the settlement arrived at between the parties, CM APPL. 33448/2018 is thus not pressed. The same is dismissed as withdrawn. It is also stated on behalf of the respondent by learned counsel for the respondent at bar that in terms of the settlement arrived at between the parties, the respondent undertakes not to seek execution of the impugned order dated 27.07.2015 in RC 7/2014 of the Court of the Rent Controller, North and in terms of the settlement arrived at between the parties, they both shall abide by the terms of the application Ex.CW1/A.

The petition is disposed of accordingly.

ANU MALHOTRA, J

SEPTEMBER 04, 2018

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RC.REV. 22/2016

BALRAJ SINGH

Vs. KAMAL KUMAR CHITKARA

Statement of CW1 : Shri Balraj Singh, S/o Shri Mohar Singh, r/o H. No.74, Ground Floor, Patel Cooperative Housing Society, Sector-13, Rohini, Delhi.

ON S.A.

The joint application dated 01.09.2018 filed on my behalf and on behalf of the respondent bears my signatures thereon at point-A on Ex.CW1/A. My affidavit annexed to the petition bears my signature thereon at points-A & B on Ex.CW1/B. I am aware of the contents of the application and the affidavit annexed to the application. I have done B.A.

I undertake to abide by the terms of the Ex.CW1/A and Ex.CW1/B. In terms of the settlement arrived at between me and the respondent to RC 22/2016, I undertake to vacate the tenanted premises bearing H.No.74, Ground Floor, Patel Cooperative Housing Society, Sector-13, Rohini, Delhi and hand over its possession to the respondent on or before 31.12.2018. I also undertake to make payment of a total sum of Rs.51,200/- towards the balanced rent w.e.f. 01.01.2016 to 31.08.2018 qua which I handed over a cheque bearing no. 000159 dated 04.09.2018 drawn on the Karur Vysya Bank, which bearings my signature thereon, copy of which is Ex.CW1/C. I undertake that the said cheque shall be encashed on presentation.

In terms of the settlement as per Ex.CW1/A, I have also handed over another cheque bearing no.000160 dated 04.09.2018 drawn on the Karur Vysya Bank to the respondent's counsel Mr. Mohit Gupta towards the payment of the rent for the period 01.09.2018 to 31.12.2018 and I undertake

that the said cheque shall be encashed on presentation. I also undertake to make payment of the electricity and water charges of the tenanted premises.

I have made this statement voluntarily of my own accord without any duress, pressure or coercion from any quarter.

ANU MALHOTRA, J

**RO & AC
SEPTEMBER 4th, 2018**

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RC.REV. 22/2016

BALRAJ SINGH

Vs. KAMAL KUMAR CHITKARA

Statement of learned counsel for the respondent Mr. Mohit Gupta AT BAR.

Under instructions from the respondent, I state that the respondent shall adhere to the terms of Ex.CW1/A, the joint application between the petitioner and the respondent towards the settlement arrived at between the parties and pursuant thereto, I have received cheque bearing no. 000159 dated 04.09.2018 for a sum of Rs.51,200/- drawn on the Karur Vysya Bank, copy of which is Ex.CW1/C towards the arrears of rent from 01.01.2016 to 31.08.2018 and another cheque bearing no.000160 dated 04.09.2018 for a sum of Rs.6400/- for rent w.e.f. 01.09.2018 to 31.12.2018 drawn on the Karur Vysya Bank in favour of the respondent from the petitioner and in view thereof, on behalf of the respondent I do not press CM APPL. 33448/2018 and thus in terms of the settlement arrived at between the parties, the respondent shall not seek any execution of the impugned order dated 27.07.2015 in RC 07/2014 of the Court of the Rent Controller, North till 31.12.2018.

ANU MALHOTRA, J

RO & AC

SEPTEMBER 4th, 2018