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

+ RC.REV. 21/2018

UNITED BANK OF INDIA Petitioner

Through Mr. Rajesh Kumar Gautam with Ms.
Sakshi Gaur, Advocates.

versus

SIMRAN BAGGA Respondent

Through Mr. Devanand Rai, Advocate.

+ CONT.CAS(C) 350/2018

UNITED BANK OF INDIA Petitioner

Through Mr. Rajesh Kumar Gautam with Ms.
Sakshi Gaur, Advocates.

versus

BALDEEP SINGH & ANR Respondents

Through Mr. Devanand Rai, Advocate.

CORAM:

HON'BLE MR. JUSTICE SANJEEV SACHDEVA

ORDER

% **29.08.2019**

RC.REV. 21/2018 & CM APPL.2600/2018 (stay), CM APPL2602/2018 (for filing additional documents), CM APPL.14339/2018 (stay), CM APPL20849/2018 (for directions), CM APPL20850/2018 (for directions), CM APPL.40454/2018 (for condonation of delay), CM APPL.38678/2019 (for settlement) & CONT.CAS(C) 350/2018, CM APPL.19967/2018 (for interim directions) &

1. Petitioner/Bank in RC.REV. 21/2018 impugns order dated 20.09.2017, whereby, the application of the petitioner Bank seeking leave to defend has been dismissed.

2. Subject eviction petition was filed, under Section 14(1)(e) read with Section 25-B of the Delhi Rent Control Act, seeking eviction of the

petitioner Bank from the first floor of Property No.137, Ward No.V, Katra Nawab Sahib, Chandani Chowk.

3. By the impugned order, the leave to defend application was dismissed and eviction order was passed by the Trial Court.

4. Pending the present proceedings, settlement has been arrived at between the parties, whereby, the petitioner Bank in terms of the settlement has handed over a portion of the tenanted premises to the respondent landlord. A fresh lease deed dated 03.06.2019 has been executed creating fresh tenancy rights in favour of the petitioner Bank for a portion of the first floor.

5. In view of the settlement between the parties and the fact that the petitioner has handed over a portion of the property for which decree of eviction was passed and also a lease deed dated 03.06.2019 creating fresh tenancy rights in favour of the petitioner has been executed, the eviction petition and the execution petition have become infructuous and disposed of as such.

6. In view of the above, RC.REV. 21/2018 is also disposed of as infructuous.

7. Learned Counsel for the Petitioner submits that he does not wish to press CONT.CAS(C) 350/2018.

8. Accordingly, CONT.CAS(C) 350/2018 is dismissed as withdrawn.

SANJEEV SACHDEVA, J

AUGUST 29, 2019/st