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

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Judgment delivered on: 16.10.2019

+ RC.REV. 65/2019 & CM APPL. 5503/2019

VIRENDER KUMAR

..... Petitioner

versus

SARDAR IQBAL SINGH

..... Respondent

Advocates who appeared in this case:

For the Petitioner: Mr. Yogesh Chhabra, Advocate with petition in person.

For the Respondent: Mr. K.R. Chawla and Mr. Dhruv Chawla, Advocates. with respondent in person.

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

1. Petitioner impugns order dated 09.01.2019, whereby the Leave to defend application of the petitioner has been dismissed by the Rent Controller and an eviction order passed.

2. Respondent had filed the subject eviction petition seeking eviction of the petitioner on the ground of bonafide necessity under Section 14(1) (e) of Delhi Rent Control Act, 1958 from a shop bearing Private No. 3, (measuring about 83 sq. Ft.), Ground Floor, Portion of Property No. 1963, Ward No. XVI, Naiwala, Karol Bagh, New Delhi-

110005, more particularly as shown in red colour in the site plan attached to the eviction petition.

3. Parties were referred to Delhi High Court Mediation & Conciliation Centre and they have amicably settled the disputes. A settlement agreement dated 19.08.2019 has been executed between the parties.

4. Parties are present in person in Court today. They confirm the settlement agreement dated 19.08.2019 and undertake to abide the terms and conditions of the same.

5. In view of the above settlement agreement and under instructions from the petitioner who is present in Court in person, learned counsel for the petitioner seeks leave to withdraw the petition.

6. Petitioner who is present in Court in person, undertakes that he shall vacate and handover the peaceful vacant possession of the tenanted premises to the respondent on or before 31.03.2021. Petitioner further undertakes that he shall clear arrears of rent @ Rs. 260/- per month until 30.06.2019 within two days. Petitioner further undertakes that he shall pay Rs. 8000/- per month as use and occupation charges w.e.f. 01.07.2019 till the time he hands over the peaceful vacant possession of the tenanted premises to the respondent on or before 31.03.2021.

7. Petitioner further undertakes that he shall clear all water,

electricity and other dues/charges in respect of the tenanted premises before he vacates the premises. He further undertakes that he shall not sublet, assign or part with the possession of tenanted premises or any part thereof. He further undertakes that he shall not cause any damage to the property and shall hand over the peaceful vacant possession of the tenanted premises to the respondent in a condition as existing today, subject to normal wear and tear.

8. The undertaking is accepted.

9. Learned counsel for the respondent under instructions from the respondent submits that the undertaking is also acceptable to the respondent.

10. In view of the above, the petition is dismissed as withdrawn.

11. Subject to petitioner filing an affidavit of undertaking in the above terms within a period of two weeks from today, execution of the impugned order dated 09.01.2019 shall remain stayed till 31.03.2021.

12. Order *Dasti* under signatures of the Court Master.

SANJEEV SACHDEVA, J

OCTOBER 16, 2019

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