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

+ W.P.(C) 2439/2019 & C.M. No. 11369/2019

DR. RENU SRIVASTAVA

..... Petitioner

Through: Ms. Geeta Luthra, Sr. Adv. with Mr.
Altamish Siddiki and Ms. Asmita
Narula, Advs. with petitioner in
person.

versus

PNB HOUSING FINANCE LTD. AND ORS. Respondent

Through: Mr. Sanjiv Singh with Mr. Prashant
Tripathi, Advs. for R-1.

CORAM:

HON'BLE MR. JUSTICE VIPIN SANGHI

HON'BLE MS. JUSTICE REKHA PALLI

ORDER
11.03.2019

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Counsel for the respondent has appeared and has tendered in Court a brief note on behalf of respondent No.1 along with documents. The same is taken on record. We have heard learned counsels at some length.

The grievance of the petitioner is that though the petitioner's lease is valid till 04.07.2019, in terms of the order dated 06.02.2019, the Receiver appointed by Ld. ACMM, Patiala House Courts, New Delhi sought to take over the possession from the petitioner vide notice dated 06.03.2019, on 09.03.2019. By our order dated 08.03.2019, we had directed that the physical possession of the petitioner would not be disturbed. In terms of the order passed by the Ld. ACMM, the possession could be taken at any time

within the period of 90 days. This period of 90 days would expire on 05.05.2019.

Considering the difficulty presented by the petitioner and with the consent of the respondent, it was agreed that the petitioner may be granted time till 31.05.2019 to hand over the actual physical possession of the property in question to respondent No.1, on the condition that the symbolic possession shall be transferred today itself and the petitioner shall give an undertaking to this Court to deliver the actual possession of the property to respondent No. 1, on or before 31.05.2019. In terms of the aforesaid understanding, the petitioner has tendered in Court the affidavit dated 11.03.2019, which is taken on record.

The undertaking furnished by the petitioner is accepted and she shall continue to remain bound by the same. In case of breach of the undertaking, she shall not be liable to forcible eviction by respondent no.1 from the property, but she would also be liable to be proceeded under the Contempt of Court Act.

In view of the aforesaid undertaking, we dispose of this petition with a direction that the symbolic possession of the property in question stands transferred to respondent No. 1 forthwith. The actual possession of the petitioner shall not be disturbed till 31.05.2019, and the petitioner shall deliver the actual possession of the same to the respondent No. 1, on or before 31.05.2019. The petitioner shall not part with actual physical possession of the property to any third party, including the landlord, and the same shall be delivered only to respondent No.1. The petitioner shall not create any right title or interest in the property in question in favour of any third party, and the petitioner shall have no surviving claim against

respondent No.1. The petitioner may, however, pursue her remedies against respondent No.2 in view of her claimed relationship with respondent No.2

The petition stands disposed of in the aforesaid terms.

VIPIN SANGHI, J

REKHA PALLI, J

MARCH 11, 2019

N.Khanna