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

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Judgment delivered on: 23.12.2019

+ FAO 323/2019 & CM APPL. 36253/2019

SUSHIL KUMAR VERMA

..... Appellant

versus

JAGDISH CHANDRA PAWA

..... Respondent

Advocates who appeared in this case:

For the Appellant: Mr. Akshay Bhatia, Advocate.

For the Respondent: Mr. Sachin Verma, Advocate.

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

1. Appellant impugn order dated 01.06.2019, whereby the application of the Appellant under Section 8 of the Arbitration and Conciliation Act, 1996 has been dismissed.
2. Respondent had filed the subject suit for possession against the Appellant in respect of Flat No.1012 (Second Floor), Vikas Kunj, Vikas Puri, New Delhi.
3. It was contended that respondent had let out the said flat to the Appellant for a period of three years with effect from 01.04.2015 at the monthly rent of Rs.15,000/- which was to be enhanced annually by 10%.
4. It is contended that after the expiry of the initial period of three years, Appellant became a month to month tenant and despite termination

of tenancy has failed to vacate the subject premises.

5. The contention of learned counsel for the Appellant is that the property was let out to the Appellant for a period of three years which was renewable for another period of three years and Appellant is entitled to continue as a tenant till 31.03.2021.

6. Parties have settled their disputes. Appellant has agreed that Appellant shall surrender his tenancy and vacate and hand over the peaceful vacant possession of the tenanted premises to the respondent on or before 30.04.2021.

7. Learned counsel for the Appellant under instructions from the Appellant prays for leave to withdraw the appeal and prays that a Decree of eviction be passed in favour of the respondent in respect of the tenanted premises.

8. Appellant further undertakes that Appellant shall pay use and occupation charges at the agreed stipulated rate of rent with annual increment of 10% per annum on the last paid rent.

9. Learned counsel for the respondent submits that Appellant has failed to increase the rent even as per the agreement by 10% and there are arrears. He has handed over a statement of account which is taken on record and marked *exhibit A*. The said statement of account is acceptable to learned counsel for the respondent.

10. In view of the above, Decree of eviction is passed against the Appellant and in favour of the respondent directing Appellant to vacate and

hand over the peaceful vacant possession of flat bearing No.1012 (Second Floor), Vikas Kunj, Vikas Puri, New Delhi.

11. Decree of recovery of arrears of rent upto 31.12.2019 in the sum of Rs. 1,52,609/- is also passed in favour of the Respondent and against the Appellant.

12. Appellant who is present in Court in person undertakes that the Appellant shall vacate and hand over vacant peaceful possession of the tenanted premises to the respondent on or before 30.04.2021.

13. Appellant further undertakes that Appellant shall pay arrears of rent upto 31.12.2019 amounting to Rs.1,52,609/- as mentioned in statement of account exhibit A, in three equal monthly instalments commencing from 01.01.2020. He further undertakes that he shall pay the monthly use and occupation charges at the rate of Rs.21,962/- from 01.01.2020 till 31.03.2020 and at the rate of Rs. 24,159/- with effect from 01.04.2020 till 30.03.2021 on or before the 10th day of each English Calendar month.

14. Appellant further undertakes that Appellant shall clear all water, electricity and other dues/charges in respect of the tenanted premises before the Appellant vacates the premises on or before 30.03.2021.

15. Appellant further undertakes that Appellant shall not sublet, assign or part with the possession of the tenanted premises or any part thereof. Appellant further undertakes that Appellants 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.

16. The undertaking is accepted.

17. Learned Counsel for the Respondent submits that the undertaking is acceptable to the respondent.

18. Subject to Appellant filing an affidavit of undertaking in the above terms, within a period of two weeks, the decree of eviction passed herein shall not be executed till 30.03.2021.

19. The appeal is accordingly dismissed as withdrawn. The Suit filed by the respondent is decreed as aforesaid.

20. Learned counsel for the respondent under instructions from the respondent submits that respondent does not press his other claims for use and occupation charges over and above amount awarded by the Court. The undertaking is accepted.

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

22. Copy of the order be forwarded to the Trial Court for compliance and necessary action.

DECEMBER 23, 2019/rk **SANJEEV SACHDEVA, J**