

\$~25

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

% Judgment delivered on: 27.09.2019

+ RC.REV. 76/2018

M/S AJAY AUTO SPARES

..... Petitioner

versus

VIRENDER KUAMR

..... Respondent

Advocates who appeared in this case:

For the Petitioner: Mr. Nitin Bhardwaj, Advocate.

For the Respondent: Mr. Gibran Naushad, Advocate.

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

RC.REV. 76/2018 & CM APPL.7089/2018 (stay), CM APPL.7090/2018 (for additional documents), CM APPL.24674/2018 (for directions), CM APPL.39403/2018 (for condonation of delay)

1. Petitioner impugns order dated 04.09.2017, whereby, leave to defend application of the petitioner has been dismissed and an eviction order passed.

2. Subject eviction petition was filed by the respondent seeking eviction of the petitioner on the ground of bonafide necessity under section 14(1)(e) of the Delhi Rent Control Act, 1958 from a shop

forming part of property No.70, Anand Nagar, Inderlok, Delhi, more particularly, as shown in red colour in the site plan annexed with the eviction petition.

3. Parties were referred to mediation. Settlement has been arrived at between the parties and recorded on 13.08.2019.

4. Learned counsel for the petitioner, under instructions from Mr. Ajay Mittal, Proprietor of M/s. Ajay Auto Spare Parts, who is present in Court in person, seeks leave to withdraw the petition.

5. Petitioner undertakes that petitioner shall vacate and handover the peaceful vacant possession of the tenanted premises to the respondent landlord on or before 14.12.2019.

6. Petitioner further undertakes that the petitioner shall clear all water, electricity and other dues/charges in respect of the tenanted premises before the petitioner vacates the premises. Petitioner further undertakes that the petitioner shall not sublet, assign or part with the possession of the tenanted premises or any part thereof. Petitioner further undertakes that the petitioner 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 it is existing today, subject to normal wear and tear.

7. He further undertakes that in case he fails to vacate the premises by 14.12.2019, apart from the consequences of breach of

undertaking, petitioner shall further pay damages for use and occupation @ Rs.1 lakh per month.

8. The undertaking is accepted.

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

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

11. On petitioner filing an affidavit of undertaking in the above terms within a period of two weeks from today, execution of the impugned dated 04.09.2017 shall remain stayed till 14.12.2019.

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

SEPTEMBER 27, 2019
st

SANJEEV SACHDEVA, J