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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RC.REV. 67/2018 & CM APPL Nos.6427/2018, 8361/2019,
10458/2019
RAJIT SETH Petitioner

Through : Mr.Puneet Bajaj, Advocate.

versus

RAM DULARI Respondent

Through : Mr.J.P.Sengh, Sr Advocate with
Ms.Jaya Goyal, Ms.Manpreet Kaur,
Ms.Manisha Mehta, Ms.Mvgna
Shekhar, Mr.Shashi Pratap Singh and
Ms.Zubin Singh, Advocates.

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

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06.03.2019

CM APPL No.10458/2019 has been moved jointly by the parties for settlement of the matter. The terms of the settlement has been enumerated in para No.6 thereof which notes:-

a. That the petitioner undertakes to this Hon'ble Court to handover vacant, physical and peaceful possession of the tenanted premises comprising of Mezzanine Floor, First Floor and Second Floor in property bearing No. G-2, Hauz Khas, New Delhi, more particularly shown in Red Color in the site plan, which was annexed to the plaint as ANNEXURE "A" and marked as Ex. PW- 1/3, to the Respondent or to her Attorneys Sh. Pradeep Aggarwal and Sh. Sudhir Kumar Aggarwal, who are the sons of the Respondent on or before 05.09.2019. That the second floor of the tenanted premises has been sealed by South Delhi Municipal Corporation and thus the same is not under the possession of petitioner and the same would be handed over to the respondent on as is where is basis;

b. That the respondent undertakes not to create any hindrance in the usage of tenanted premises, till the handing over the vacant premises by the petitioner;

c. That the petitioner undertakes to this Hon'ble Court to continue to pay agreed monthly rent @Rs.2740/- per month to

the Respondent till the vacation of the tenanted premises;

d. That the petitioner undertakes to clear all electricity and water charges till the date of vacation of the tenanted premises;

e. That the petitioner undertakes not to sub let, assign or part with possession of the tenanted premises till the date of vacation of the same;

f. That the petitioner undertakes not to carry out any additions or alterations in the tenanted premises till the date of vacation of the same;

g. That the petitioner undertakes not to cause any damage to the tenanted premises while vacating the same;

h. That if the petitioner fails to pay the monthly rent for two consecutive months as agreed then the respondent will be free to seek the eviction of the petitioner from the tenanted premises before 05.09.2019;

i. That if the petitioner fails to abide by his undertaking and does not vacate the tenanted premises on 05.09.2019, then the respondent will be entitled to initiate appropriate proceedings against Petitioner and Respondent will be further entitled to press their issue of claiming market rent @Rs.4 lacs per month as penalty and this would be without prejudice to the rights of the respondent to seek immediate eviction of the petitioner from the tenanted premises from this Hon'ble Court;

j. That in view of the above undertakings given by the petitioner, the respondent will not press her application for payment of market rate of rent by the petitioner; and

k. That the parties have fully and finally settled all their disputes and now there is no claim left against each other."

It is submitted the above settlement has been arrived at between the parties without any force, misrepresentation and undue influence from any corner. The undertaking of the parties is thus accepted and both the parties shall be bound by the abovesaid settlement/undertaking.

The application is allowed and the petition stands disposed of in above terms. The above settlement shall be a part of the order.

The pending application(s), if any, stands disposed of. Parties to bear their own costs. Order *dasti*.

YOGESH KHANNA, J.

MARCH 06, 2019

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