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

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Judgment delivered on: 31.10.2019

+ RC.REV. 604/2018

MAHINDER PAL SINGH

..... Petitioner

versus

BHUPINDER SINGH

..... Respondent

Advocates who appeared in this case:

For the Petitioner: Petitioner in person.

For the Respondent: Mr. Rahul Kapoor, Advocate.

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

RC.REV. 604/2018 & CM APPL.52640/2018 (stay)

1. Petitioner impugns order dated 15.09.2018, whereby, leave to defend application of the petitioner was dismissed 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 one shop bearing No.5 in property bearing No.J3/103, Rajouri Garden, New

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

3. Parties were referred to mediation. Mediation Settlement dated 25.07.2019 has been entered into.

4. Perusal of the record shows that the mediation settlement of RC. Rev.602/2018 has been annexed with this petition and the mediation settlement of this case has been annexed to the RC Rev.602/2018.

5. Registry is directed to correct the error and place the correct mediation settlement in the respective files.

6. As per the settlement, petitioner Mahinder Pal Singh has undertaken to vacate the premises on or before 25.03.2020.

7. Petitioner, who is present in Court in person, seeks leave to withdraw the petition.

8. Petitioner undertakes that he shall vacate and handover the peaceful vacant possession of the tenanted premises to the respondent on or before 25.03.2020. Petitioner further undertakes that he shall pay a sum pay Rs. 2000/- per month as use and occupation charges till the time he hands over the peaceful vacant possession of the tenanted premises to the respondent on or before 25.03.2020.

9. 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 on or before 25.03.2020. He further undertakes that he shall not sublet, assign or part with the possession of the tenanted premises or any part thereof. He further undertakes that he shall not cause any damage to the tenanted premises and hand over the possession of the same to the Respondent in the same condition as it exists today subject to normal wear and tear.

10. The undertaking is accepted.

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

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

13. 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 15.09.2018 shall remain stayed till 25.03.2020.

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

SANJEEV SACHDEVA, J

OCTOBER 31, 2019
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