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

% Judgment delivered on: 05.02.2020
+ RC.REV. 41/2020

BISHAN SWAROOP GUPTA Petitioner

versus

RAJEEV SHARMA & ANR Respondents

Advocates who appeared in this case:

For the Petitioner: Mr. Rajesh Yadav and Ms. Ruchira Arora
and Mr. Dhananjay Me, Advocates

For the Respondent: Mr. Sanjeev Sindhwani, Senior Advocate
with Mr. Siddharth Aggarwal, Advocate.

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

CAV.49/2020

In view of the appearance of the respondents, the caveat stands discharged.

RC.REV. 41/2020 & CM APPL. 2392-94/2020

1. Petitioner impugns order dated 29.07.2019, whereby Leave to defend application of the petitioner has been dismissed and an eviction order passed.

2. Respondents 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 with regard to one shop and two tin sheds of property bearing No. 72/6, Main Bazar, Yusuf Sarai, New Delhi - 110016, more particularly as shown in red colour in the site plan attached to the eviction petition.

3. Learned counsel for the petitioner, under instructions from the petitioner, seeks leave to withdraw the petition.

4. The petitioner who is present in court undertakes that he shall vacate and handover the peaceful vacant possession of the tenanted premises to the respondent on or before 31.01.2023. He further undertakes that Petitioner shall pay a sum of ₹ 75,000/- per month as use and occupation charges to the respondent w.e.f. from 01.02.2020 till 31.07.2021 and he further undertakes to pay a sum of ₹ 1,00,000/- per month as use and occupation charges to the respondent w.e.f. from 01.08.2021 till the time petitioner hands over the peaceful vacant possession of the tenanted premises to the respondent on or before 31.01.2023. He further undertakes to pay the applicable GST in accordance with law.

5. 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 31.01.2023.

6. 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 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.

7. The undertaking is accepted.

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

9. The Petition is accordingly dismissed as withdrawn.

10. Subject to petitioner filing an affidavit of undertaking in the above terms, within a period of two weeks, execution of the impugned order dated 29.07.2019 shall remain stayed till 31.01.2023.

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

SANJEEV SACHDEVA, J.

FEBRUARY 05, 2020
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