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

+ **RC. REV. 186/2020 & CM APPLs. 19822-25/2020**

SMT. JASVINDER DHADIAL & ANR. Revisionists
Through: Mr. Angad Mehta, Advocate.
(M:9560956484) with Petitioner No.2
in person.

versus

INDIRAA BHASIN Respondent
Through: Mr. Shiv Charan Garg, Advocate with
Respondent in person.

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% **28.08.2020**

1. This hearing has been done by video conferencing.
2. The present petition has been filed challenging the impugned order dated 3rd March, 2020 by which the leave to defend application filed by the Petitioners/Tenants (*hereinafter*, “*Tenants*”) has been rejected by the Id. Additional Rent Controller (*hereinafter*, “*ARC*”).
3. The brief background is that the Tenants had taken on rent premises bearing no.3578-3579, Netaji Subhash Marg, Daryaganj, Delhi-10002 (*hereinafter*, “*tenanted premises*”) in 1994. The Tenants run a music shop in the said premises. The monthly stipulated rent is Rs.500/-. The case of the Tenants is that they had paid a sum of Rs.9 lakhs as *pagri* in 1994 and thereafter, the amount of rent was fixed at Rs.500/-. A lease-deed for the tenanted premises was executed on 25th October, 1996. In 2019, the Respondent/Landlady (*hereinafter*, “*Landlady*”) filed an eviction petition under Section 14(1)(e) of the Delhi Rent Control Act, 1958 on the ground of

bonafide need for herself and her son. The Tenants moved a leave to defend application in this petition on various grounds, including the fact that in two similar cases, leave to defend has been granted by the ARC. Vide a detailed order dated 3rd March, 2020, which is impugned before this Court, the leave to defend has been rejected.

4. Submissions have been heard on behalf of both sides today. Petitioner No.2, who is the son of Petitioner No.1, has joined the proceedings today through video conferencing. The Landlady, Ms. Indiraa Bhasin is also present in the video conferencing hearing. After some submissions, the parties have agreed to settle their disputes on the following terms and conditions:

- i. The Tenants undertake to vacate the tenanted premises on or before 31st March, 2022. The undertakings of both the Tenants shall be filed on record within a period of two weeks from today with advance copy to the Id. Counsel for the landlady.
- ii. The Tenants shall pay a sum of Rs.10,000/- per month as use and occupation charges with effect from 1st September, 2020, which shall be paid directly into the bank account of the Landlady, on or before the 10th of every month.
- iii. The Tenants shall ensure that all the other charges like water, electricity and any other dues of any other authority payable by the Tenants shall continue to be paid.
- iv. No damage shall be caused by the Tenants to the tenanted premises.
- v. The Tenants shall not hand over possession of the tenanted premises, either in part or in full, to any third party and shall

remain in occupation of the same in the same manner as they are currently.

- vi. Vacant and peaceful possession of the tenanted premises shall be handed over to the Landlady or her son on or before 31st March, 2022.

5. The parties, who are present today in the video-conferencing hearing, have consented to the above terms. Accordingly, on these terms and conditions, the eviction petition and the present petition are disposed of as settled. All the terms and conditions recorded above shall be binding on the parties. All pending applications are also disposed of.

PRATHIBA M. SINGH, J.

AUGUST 28, 2020/dk/T