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

% Judgment delivered on: 08.01.2020

\+ RC.REV. 370/2019 & CM APPL. Nos.27356/2019, 43134/2019

SHYAM LAL & ANR ..... Petitioners

versus

VIJAI SHRI (P) LTD ..... Respondent

Advocates who appeared in this case:

For the Petitioner: Mr.R.K. Gupta, Adv.

For the Respondent: Mr.Amit Sethi, Mr.Amit Bhagat and Mr.Tarun Sharma, Advs.

CORAM:-
HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

1. Petitioners impugn order dated 22.01.2019, whereby the Leave to defend application of the petitioner has been 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 with regard to Shop no.1, Liberty Cinema Building, 19-B, New Rohtak Road, New Delhi-

110005 more particularly as shown in red colour in the site plan attached to the eviction petition.

3. Learned counsel for the petitioners under instructions from the petitioner No.2 who is present in court seeks leave to withdraw the petition.

4. Petitioner No.2 who is present in Court in person, undertakes that Petitioners shall vacate and handover the peaceful vacant possession of the tenanted premises to the respondent on or before 31.07.2021. Petitioners further undertake that they shall pay use and occupation charges at the agreed rate of rent besides interest in GST till the time they hand over the peaceful vacant possession of the tenanted premises to the respondent on or before 31.07.2021.

5. Petitioners further undertake that they shall clear all water, electricity and other dues/charges in respect of the tenanted premises before they vacate the premises. They further undertake that they shall not sublet, assign or part with the possession of the tenanted premises or any part thereof. They further undertake that they shall not cause any damage to the tenanted premises and shall hand over the possession of the same in the condition as it exists today subject to normal wear and tear.

6. Learned counsel for the respondent submits that the petitioners have not paid the rent with effect from 01.10.2010. Learned counsel for the petitioners submits that rent has been paid and/or deposited

before the Rent Controller under Section 27 of the Delhi Rent Act and other proceedings and they undertake to furnish the proof of payment/deposit to counsel for the respondent for the period for which, rent is neither paid nor deposited, Petitioners undertake to clear the arrears within two months from today.

7. The undertaking is accepted.

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

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

10. Subject to petitioners filing affidavit of undertaking in the above terms within a period of two weeks from today, execution of the impugned order dated 22.01.2019 shall remain stayed till 31.07.2021.

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

SANJEEV SACHDEVA, J.

JANUARY 08, 2020
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